

# Business Rental Preferred Rate Agreement

Company: Clay County School Board

"Customer"

Company: EAN Services, LLC

"Enterprise"

Contact: Nancy Racine

Contact: Kari Alton

Address: 814 Walnut St.

Address: 600 Corporate Park Drive

Green Cove Springs, FL 32043

St. Louis, Missouri 63105

## BASE RENTAL CHARGES\*

<b>State of Florida Rates</b>			
Car Class	Daily	Weekly	Monthly
Economy	\$26.00	\$154.00	\$635.00
Compact	\$28.00	\$175.00	\$680.00
Intermediate	\$29.00	\$180.00	\$760.00
Standard	\$30.00	\$185.00	\$790.00
Full Size	\$33.00	\$190.00	\$850.00
Premium	\$56.00	\$336.00	\$995.00
Luxury	\$72.00	\$400.00	\$1,200.00
Minivan	\$42.00	\$248.00	\$990.00
Standard Sport Utility	\$65.00	\$390.00	\$1,300.00
Large Sport Utility	\$85.00	\$450.00	\$1,600.00
Full Size Pick-up Truck	\$60.00	\$346.00	\$1,050.00
Cargo Van	\$47.00	\$246.00	\$990.00
15 Passenger Van	\$99.00	\$594.00	\$1,980.00
Hybrid Full Size 4 door	\$38.00	\$215.00	\$924.00

<b>Rates outside of Florida, in the U.S. &amp; Puerto Rico</b>			
Car Class	Daily	Weekly	Monthly
Economy	\$34.00	\$204.00	\$816.00
Compact	\$35.00	\$210.00	\$840.00
Intermediate	\$37.00	\$222.00	\$888.00
Standard	\$38.00	\$228.00	\$912.00
Full Size	\$41.00	\$246.00	\$984.00
Premium	\$51.00	\$306.00	\$1,224.00
Luxury	\$61.00	\$366.00	\$1,464.00
Minivan	\$65.00	\$390.00	\$1,560.00
Standard Sport Utility	\$65.00	\$390.00	\$1,560.00
Large Sport Utility	\$95.00	\$570.00	\$2,280.00
Full Size Pick-up Truck	\$68.00	\$408.00	\$1,632.00
Cargo Van	\$57.00	\$342.00	\$1,368.00
15 Passenger Van	\$125.00	\$750.00	\$3,000.00
Hybrid Full Size 4 door	\$51.00	\$306.00	\$1,224.00

\*Base Rental Charges apply to participating car rental facilities located in the United States and operated by Enterprise or an Affiliate under the "Enterprise Rent-A-Car" brand name. If applicable, see attached Schedule A for Base Rental Charges at participating locations in Canada, the United Kingdom, Ireland and Germany.

**GEOGRAPHIC SURCHARGES:** In addition to the applicable Base Rental Charges set forth above, rental location surcharges are assessed at the following airport locations: Charlotte, Cincinnati, Cleveland, Kansas City, Milwaukee, Minneapolis/St. Paul, Nashville, New Orleans, Phoenix, Seattle, St. Louis, State of California (excluding LAX and San Francisco), State of New York (unless otherwise indicated) and State of Illinois (unless otherwise indicated) - \$5.00/day; Atlanta, Baltimore, Boston, Chicago, Aspen, Denver/Colorado Springs area, Detroit, Hartford, Los Angeles Airport (LAX), Philadelphia, Pittsburgh, Providence, San Francisco, and the State of Texas - \$10.00/day.

In addition to the applicable Base Rental Charges set forth above, rental location surcharges are assessed at all locations in the following areas: States of West Virginia, Wyoming (except Cheyenne and Laramie), Montana, Nebraska (except Omaha and Lincoln), North Dakota, South Dakota (except Sioux Falls), Bemidji and Moorhead, MN, Washington DC Metro, the Commonwealth of Puerto Rico and the State of Alaska - \$10.00/day; NY/CT/NJ Metro, including Westchester, Islip and Newark Airports - \$14.00/day; New York City Boroughs, including JFK and LaGuardia Airports - \$18.00/day.

In addition to the applicable Base Rental Charges set forth above, rental location surcharges are assessed in the following cities: N/A.

**Exclusions:** Base Rental Charges are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday and for rentals commencing at JFK and LaGuardia airports between the hours of 1:00 p.m. Friday through 12:59 p.m. Sunday. Base Rental Charges do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products"). Additional fees may be assessed for rentals from FBO locations.

**DRIVER PROTECTION PRODUCTS:** Base Rental Charges in the U.S. include the Driver Protection Product(s) below:

**Damage Waiver ("DW") FOR BUSINESS RENTALS.** For rentals to Customer's employees ("Employees") for business use only, Base Rental Charges include full DW (with no retained responsibility) upon the terms and subject to the limitations set forth in Enterprise's (or applicable Affiliate's) then standard form of rental contract ("Rental Contract").

**LIABILITY PROTECTION.** For rentals to Customer's employees ("Employees") for business use only, Base Rental Charges include Liability Protection for accidents arising out of the operation or use of the rental vehicle with split limits of \$100,00 bodily injury or death per person, \$300,000 bodily injury or death per occurrence and \$50,000 property damage per occurrence, in either case upon the terms and subject to the limitations set forth in Enterprise's (or applicable Affiliate's) then standard form of rental contract ("Rental Contract") and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. Liability Protection provides no coverage for physical damage to, or theft of, the rental vehicle. Insurer and policy terms subject to change without prior notice to

Customer.

**MILEAGE CHARGES:** Base Rental Charges for rentals in the U.S. (including Puerto Rico) on Compact size vehicles through Premium size vehicles include unlimited daily and weekly mileage, as applicable. All other car classes will include 150 free miles per day and 1,050 free miles per week. All car classes are capped at 2,500 miles per month. Any additional miles will be charged at the rate of \$0.20/mile.

**VEHICLE AVAILABILITY:** Hybrid vehicles are subject to the availability at the renting branch and are not available at all locations. Other restrictions may apply. 12 and 15 passenger vans are subject to availability at the renting branch and are not available in all states. Unless included in the Base Rental Charges listed above, rates for these vehicles will be determined by the applicable originating Enterprise location in its discretion.

### ADDITIONAL TERMS AND CONDITIONS

1. **Term.** The term of this Business Rental Preferred Rate Agreement ("Agreement") begins \_\_\_\_\_, 200\_, and shall remain in full force and effect until such time as either party provides the other party with thirty (30) days written notice.
2. **Rental Program.** Customer understands that Enterprise intends to, and shall have the right to, delegate the performance of certain of its obligations and duties under this Agreement (including, without limitation, all obligations and duties relating to the rental of vehicles) to one or more affiliates of Enterprise (each, an "Affiliate" and collectively, the "Affiliates"). Enterprise agrees to make its vehicles available to Employees for rental from a car rental facility which is located in the countries set forth herein and which is operated by Enterprise or an Affiliate under the "Enterprise Rent-A-Car" brand name for business use or personal use. For business use rentals, occasional personal use during the business rental period is allowed. During such occasional personal use, spouses of Employees will be considered additional authorized drivers. Employees of Customer must (a) use the customer number assigned by Enterprise to Customer (N42514 for rentals for business use and L430885 for rentals for personal use) when making the reservation for the rental and (b) certify at the time of reservation whether the rental is for business use or personal use. This Agreement shall not apply to or cover vehicle rentals by Enterprise or an Affiliate to an Employee from a car rental facility which is located in any other jurisdiction or is operated by Enterprise or an Affiliate under the "Alamo Rent A Car" or "National Car Rental" brand name or any truck rental facility operated by Enterprise or an Affiliate.
3. **Rental Contracts.** For each vehicle rented, the Employee must execute Enterprise's (or applicable Affiliate's) Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee and Employee's spouse (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's (or applicable Affiliate's) other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise or the applicable Affiliate upon demand for all rental and other charges incurred and all indemnity and other payments owed by an Employee under a Rental Contract relating to a rental for business use not timely paid by the Employee.
4. **Rental Rates.** For the first twelve (12) months following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges set forth in this Agreement. In each successive 12-month period, Enterprise may modify the Base Rental Charges listed herein upon thirty (30) days' prior notice to Customer. In addition to such rate increases provided for herein, if the aggregate amount of costs incurred by EAN or the Affiliates on a collective basis for or with respect to their fleet of rental vehicles for a given model year increases by more than 10% of the aggregate amount of costs for such vehicles during the prior model year, EAN shall increase the Rates by providing Customer with thirty (30) days notice of such increase in Rates. Base Rental Charges may not apply in certain cities during special events, major holidays, and peak seasonal demand periods. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof ("Day"). All Base Rental Charges and surcharges are supplied in local currency.
5. **Preferred Provider Status.** Customer agrees to promote Enterprise and the Affiliates as preferred providers of rental cars, and to recommend Enterprise and the Affiliates as an option to Employees renting vehicles for business use. Customer agrees to include Enterprise and the Affiliates as options on their self-booking tools. In addition, Customer agrees to promote Enterprise and the Affiliates on their internal website and through other company-wide internal communication networks. Customer grants Enterprise and the Affiliates the right to promote its preferred provider status to Customer's Employees.
6. **Miscellaneous.** Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement. This Agreement and any Rental Contract entered into between Enterprise or the applicable Affiliates and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.

Official notices from Customer to Enterprise shall be in writing and directed to:

Enterprise Rent A Car EAN Services, LLC  
Business Rental Department  
11034 Atlantic Blvd.  
Jacksonville, FL 32225

With a copy to:  
Enterprise Holdings Inc.  
Attn: Business Rental Department  
600 Corporate Park Drive  
St. Louis, Missouri 63105

Official notices from Enterprise to Customer shall be in writing and directed to:

Nancy Racine  
Clay County School Board  
814 Walnut Street  
Green Cove Springs FL 32043

Customer, offset any amounts that are owed to Enterprise or any Affiliate from the Customer against amounts owed to the Customer, in the ordinary course of business. Enterprise or any Affiliate shall have the ability to discontinue this right to offset (in whole or in part), upon advance written notice to the Customer.

8. Assignment. Customer hereby consents to an assignment by Enterprise to any of Enterprise's subsidiaries or affiliates, or a corporate successor upon conversion, merger or consolidation.

7. Offsets. The parties agree that Enterprise and each Affiliate may, from time to time and upon notice to

**ENTERPRISE**

By \_\_\_\_\_

Name: Authorized Officer

Title: Secretary or Assistant Secretary

Date: \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_