

Your National Corporate Discount Number (CD Number) is GCAMA042
National Car Rental Business Partners Program



As part of our negotiation, your corporate program includes complimentary Emerald Club membership for all of your business travelers.

In order to have the CID# included on every rental and each traveler to receive our negotiated rates, terms and conditions it is very important that all travelers enroll and use their Emerald Club card on all business rentals.

To enroll today visit: <https://www.nationalcar.com/offer/GCAMA042>

Customer desires to be a preferred commercial account of Provider's National Car Rental ("National"), and Provider desire to provide short term rentals of motor vehicles to Customer's employees (hereinafter "Eligible Renter(s)"). In consideration of the services to be provided by Provider at its participating locations, the parties agree to the following:

National offers its Business Partners Program to company employees as shown below. Renter may purchase optional Driver Protection Products at the rental counter. Company employees must utilize National's assigned Contract I.D. number at the time of reservation and rental to receive the Corporate Rate or discount. **Applies to rentals at National brand locations in the 50 United States, Puerto Rico, and District of Columbia.**

CAR CLASS	Group One Cities		Group Two Cities		Group Three Cities	
	LOCAL	ONE-WAY	LOCAL	ONE-WAY	LOCAL	ONE-WAY
Compact	\$46.00	\$79.00	\$51.00	\$84.00	\$56.00	\$89.00
Mid Size	\$48.00	\$79.00	\$53.00	\$84.00	\$58.00	\$89.00
Full Size	\$51.00	\$79.00	\$56.00	\$84.00	\$61.00	\$89.00
Premium	\$63.00	+\$.40/mile	\$68.00	+\$.40/mile	\$73.00	+\$.40/mile
Luxury	\$68.00	+\$.40/mile	\$73.00	+\$.40/mile	\$78.00	+\$.40/mile
Mini-van	\$68.00	+\$.40/mile	\$73.00	+\$.40/mile	\$78.00	+\$.40/mile
Standard SUV	\$68.00	+\$.40/mile	\$73.00	+\$.40/mile	\$78.00	+\$.40/mile
Large SUV	\$88.00	+\$.40/mile	\$93.00	+\$.40/mile	\$98.00	+\$.40/mile

Group One Cities include all U.S. locations not specified in Group Two Cities, Group Three Cities, NY Airports, or New York Metro Area (including Newark).

Group Two Cities Includes: Charlotte, Cincinnati, Cleveland, Kansas City, Milwaukee, Minneapolis, New Orleans, Phoenix, Seattle, St. Louis, Los Angeles Area (excluding LAX), San Francisco Area (excluding SFO), State of Texas (excluding Dallas and Houston), State of Illinois (excluding Chicago), State of New York (excluding New York locations as defined herein.)

Group Three Cities Include: Atlanta, Baltimore, Boston, Chicago, Dallas, Denver/Colorado Springs Area, Detroit, Hartford, Houston, Los Angeles Airport (LAX), Philadelphia, Pittsburg, Providence, Puerto Rico, San Francisco Airport (SFO), State of Alaska, and Washington D.C.

Terms and Conditions:

Surcharges. National brand locations located outside of National's top 100 airport locations may impose a surcharge of \$6 per day in addition to the Corporate Daily Rate set forth above. The locations listed in the top 100 airport locations are determined by the previous year's Passenger Boarding and all Cargo Data Reports published by the Federal Aviation Administration.

The following New York, New Jersey, and Connecticut locations: New York Airports, Manhattan, Westchester, Islip, Jersey City, Keyport, Edison, Princeton, Stamford, Hightstown, East Windsor, Newark, and the New York City Boroughs (collectively, "NY Locations") shall apply an additional surcharge of \$25.00 per day in addition to the Corporate Daily Rates for Group One Locations.

1. **Weekly and Monthly Factors.** The weekly rate for which Customer shall be responsible will be six (6) times the Corporate Daily Rate for the Vehicle Class rented. For rentals of twenty-four through thirty-one consecutive days, the monthly rate for which Customer shall be responsible will be four (4) times the weekly rate for the Vehicle Class rented.

2. **Weekend Rentals.** For weekend rentals originating in Manhattan, JFK and LGA Airports, the standard daily undiscounted rate at the time of reservation for the rental period shall apply.

3. **Mileage.** Corporate Daily Rates for Compact through Premium vehicle classes include unlimited free miles per day, unlimited free miles per week, and 2,500 free miles per month; all other vehicle classes include 150 free miles per day, 1,050 free miles per week, and 2,500 free miles per month. Additional miles will be charged at \$0.20 per mile.

4. **Rental Program.** Provider agrees to make its vehicles available to Eligible Renters for rental from Provider's rental facilities for business use. Eligible Renters must use National's assigned Contract ID number listed above when making a rental reservation, or, if no prior reservation is made, when entering into the applicable Rental Agreement, as defined below. Rates are valid at the participating locations in the United States with advanced confirmed reservations, and are subject to the availability of vehicles. Reservations for rentals in certain cities during special events, major holidays, and peak demand periods may require a guarantee and the Corporate Daily Rate may not apply for rentals during such times.

5. **Best Rate.** At the time of reservation, when booking using Customer's Contract ID Number, Provider will compare the Corporate Daily Rate to National brand publicly available retail rates available in the booking system in which Customer is booking the reservation, which meet the requirements for the particular rental, and assign the retail rate to the confirmed reservation, if lower. In such event, all terms and conditions of this Agreement will apply. The comparison will not be conducted against rates available to other corporate customers or members of programs with whom Provider has contracted nor will it be conducted against promotional rates. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof. All rates are supplied in local currency.

6. **Eligible Renters.** Provider will assess an additional charge when the Eligible Renter is between the ages of twenty-one (21) and twenty-four (24), provided the rental is pursuant to this Agreement. Customer may be required to verify the Eligible Renter status of any person claiming to be an employee or other Eligible Renter of Customer in the event that person has or causes an accident. If Customer does not verify the Eligible Renter status of the person in question, Provider will not provide any of the Driver Protection Products afforded to Eligible Renters hereunder to that person unless required by applicable law.

7. **One Day Rentals.** A \$7.00 (US Dollars) surcharge will be added to the Corporate Daily Rate when the rental commences on a Monday, Tuesday, Wednesday, or a Thursday and is returned within twenty-four (24) hours or less.

8. **Rental Agreements.** For each vehicle rented, the Eligible Renter must execute either its then-standard rental agreement in the jurisdiction in which the vehicle rental occurs, or National's Emerald Club Agreement (each, regardless of brand, a "Rental Agreement"). Each Eligible Renter (and any person identified on the Rental Agreement 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, or 18 or older where required by law; and 25 or older for 12 and 15 passenger vans), and meet Provider's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Agreement, the terms of this Agreement will govern. However, the specific terms of each Rental Agreement will govern to the extent not directly in conflict with the terms of this Agreement. Provided notice and demand has been sent to the Eligible Renter and upon the expiration of fifteen (15) days, Customer agrees to pay Provider upon demand for all rentals and other charges incurred and all indemnity and other payments owed by an Eligible Renter under a Rental Agreement relating to a rental for business use not timely paid by the Eligible Renter. Customer agrees to pay such amounts within 30 days of demand. If it is determined through employment verification by Customer that renter was not an Eligible Renter, Customer shall not be liable for such rentals and other charges.

9. **Offsets.** The parties agree that Provider may, from time to time and upon notice to Customer, offset any amounts that are owed to Provider from the Customer against amounts owed to the Customer, in the ordinary course of business. Provider shall have the ability to discontinue this right to offset (in whole or in part), upon advanced written notice to the Customer.

10. **Assignment.** Customer hereby consents to an assignment by Provider to any of Provider's affiliated companies or a corporate successor upon conversion, merger or consolidation.

11. **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 (which supersedes any existing corporate car rental agreements between Customer and Provider) and any Rental Agreement entered into between Provider and an Eligible Renter 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 below. Rental Agreements shall be governed by the substantive laws of the jurisdiction in which they are executed, or for Emerald Club rentals, the laws of the jurisdiction in which a vehicle is first received.

12. **Affiliate Liability.** The obligations of each entity listed on the attached Schedule 1 ("Affiliate") under or in respect of this Agreement are several and not joint and several. Each Affiliate shall only be responsible for the rental transactions it enters into with Eligible Renters under this Agreement and for its own acts and omissions. No Affiliate shall have any responsibility for or with respect to (a) any rental transactions entered into by any other Affiliate under this Agreement or (b) any acts or omissions of any other Affiliate.

13. **Notices.** Notices or other communications under this Agreement shall be in writing and shall be effective when delivered personally or by overnight courier, or mailed, postage prepaid, by certified or registered mail to each party at the addresses set forth below (or to such other address(es) as either party may from time to time provide the other)

Enterprise Rent-A-Car Company
Attn: Vice President Business Rental Sales
600 Corporate Park Drive
St. Louis, MO 63105

With a copy to:

Enterprise Rent-A-Car Company
Attn: General Counsel
600 Corporate Park Drive
St. Louis, MO 63105

This program will remain in full force and effect and shall not be modified unless by National and is subject to change without notice.

Corporate Service Agreement

Schedule 1

National Car Rental and Enterprise Rent-A-Car Branded Affiliates

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
Enterprise Rent-A-Car Company of Tennessee, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC
Vanguard Car Rental USA, LLC
Enterprise Rent-A-Car Canada Limited