

Amendment No. 2 to Master Agreement PO-10700-00050035

This is Amendment No. 2 (“Amendment”) to Master Agreement PO-10700-00050035, dated July 1, 2025, as amended from time to time (“Master Agreement”) between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Services (“DAS SPS”) as the lead state, on behalf of the member states of NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and EAN Services, LLC for itself and as an agent for rental entities (individually and collectively referred to as “Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

The purpose of this Amendment is to:

1. Modify Exhibit 3, Section 1.2.3.
2. Modify Exhibit 4, Section 1.14.1.
3. Modify Exhibit 3, Section 1.15.1.
4. Modify Exhibit 4, Section 1.24.

AMENDMENT

The Master Agreement is amended as follows:

1. Exhibit 3, Section 1.2.3 is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1.2.3 In order for an Authorized User to be eligible to obtain Services from Contractor or Rental Entity, the Authorized User must possess a valid driver's license issued by the state or province in which such person resides, be 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law: **At most locations, young renters between the ages of 21-24 may rent the following vehicle classes: economy cars, compact cars, intermediate cars, standard cars, full size cars, minivans, pick-up trucks, compact SUVs, Small SUVs and Standard SUVs with seating up to 5 passengers. Authorized User must be** 25 or older for luxury, **large and premium SUVs,** ~~sport utility, pick-up trucks, minivans, and 12-15 passenger vans~~) and meet other normal renter qualifications of the applicable Rental Entity at the applicable renting location. All Authorized Users between the ages of 18 and 20 years of age are restricted to renting the following vehicle classes: Economy, Compact, Midsize/Intermediate, Standard, and Full-Size vehicles. If no Rental Contract is executed but an Authorized User or Additional Authorized Driver operates a vehicle, such individual and Participating Entity or Purchasing Entity (as applicable) shall be deemed to have entered into the Rental Entity's standard Rental Contract at the time of the rental. CDW and LP are subject to the terms and conditions of the applicable Rental Contract and any applicable insurance policy. Participating Entity or Purchasing Entity (as applicable) may be required to confirm the status of any person claiming to be Authorized User or Additional Authorized Driver and whether the rental was Business Use. If Participating Entity or Purchasing Entity (as applicable) does not confirm rental type or status, any CDW and LP will be voided for such rental. Participating Entity or Purchasing Entity (as applicable) is responsible for controlling access to/use of Account Number(s) and booking tools.

2. Exhibit 4, Section 1.14 Composition, Sub Section 1.14.1 Round Trip Rentals is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

Contractor shall charge only the rates listed in the Price Schedule (Exhibit 4.2) for rental of Box Trucks at each branch location. Rates include all charges for reservations and collision/loss damage waiver insurance.

Rates under this Master Agreement are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts will be calculated and applied.

Rates are base rates; they are exclusive of fuel for re-fueling, ~~CDW or LP~~ or features purchased by Authorized User, applicable taxes, fees and surcharges (including, but not limited to, licensing fees, airport concession fees, city surcharges or city differential fees applicable in certain cities, and legislative or mandated taxes or fees), bond issues imposed by government bodies and similar charges controlled by third party(ies), and other additional charges for drop-off, pickup, no-show, delivery, additional driver, or one-way. Contractor shall itemize those charges as separate line items on the Rental Contract and add the charges to the base rate. Where the Purchasing Entity is not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.

For rentals within the United States and Canada, when an Authorized User rents a Box Truck on a 24-hour billing cycle and returns the Box Truck within twenty-nine (29) minutes of the time it was rented on a subsequent day (as noted on the applicable Rental Contract), Authorized User will not incur an additional charge. In the event, the Box Truck is returned thirty (30) minutes or more after the time noted on the Rental Contract on a subsequent day, an hourly charge will be applied at the rate set forth on the applicable Rental Contract for each full or partial hour in excess of a rental day, including the first hour over the 24-hour billing cycle. The hourly charges shall not exceed the daily Rate. If a Box Truck is returned during non-business hours or to any place other than the originating rental location listed on the Rental Contract, all rental charges incurred through the time Rental Entity checks in the Box Truck are the Authorized User's responsibility.

3. Exhibit 3, Section 1.15 Rate Structure, Sub Section 1.15.1 Round Trip Rentals is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1.15.1 Round Trip Rentals: Contractor shall charge only the MA rates for rental of Passenger Vehicle at each branch location. Rate includes all charges for reservations, shuttle service, and collision/loss damage waiver insurance.

Rates under the MA, are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts will be calculated and applied.

Rates are base rates; they do not include fuel for re-fueling, ~~CDW or LP~~ or features purchased by Authorized User, applicable taxes, fees and surcharges (including, but not limited to, licensing fees, airport concession fees, city surcharges or city differential fees applicable in certain cities, and legislative or mandated taxes or fees), bond issues imposed by government bodies and similar charges controlled by third party(ies), and other additional charges for drop-off, pickup, no-show, delivery, additional driver, or one-way. Contractor shall itemize those charges as separate line items on the Rental Contract and add the charges to the base rate. Where the Purchasing Entity is not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.

For rentals within the United States and Canada, when an Authorized User rents a Passenger Vehicle on a 24-hour billing cycle and returns the Passenger Vehicle within twenty-nine (29) minutes of the time it was rented on a subsequent day (as noted on the applicable Rental Contract), Authorized User will not incur an additional charge. In the event, the Passenger Vehicle is returned thirty (30)

minutes or more after the time noted on the Rental Contract on a subsequent day, an hourly charge will be applied at the rate set forth on the applicable Rental Contract for each full or partial hour in excess of a rental day, including the first hour over the 24-hour billing cycle. The hourly charges shall not exceed the daily Rate. If a Passenger Vehicle is returned during non-business hours or to any place other than the originating rental location listed on the Rental Contract, all rental charges incurred through the time Rental Entity checks in the Passenger Vehicle are the Authorized User's responsibility.

4. Exhibit 4, Section 1.1 Services Available Under This Master Agreement, Sub Section 1.24 Insurance is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1.24 Insurance Coverage: Participating Entity agrees at a minimum to obtain and maintain in full force and effect at all times throughout the term of this Agreement the following insurance coverages with respect to the acts or omissions of Participating Entity and /or any of its employees or agents (including drivers) and provide a certificate of insurance evidencing: (a) unless liability protection for accidents arising out of the operation or use of each Box Truck is included in the Base Rental Rate as set forth on the applicable Schedule, commercial vehicle insurance, including bodily injury liability and property damage liability coverages, covering owned, non-owned and hired autos (including Box Trucks rented under this Agreement) and insuring Participating Entity's liability for negligence or fault arising out of the use or operation of Box Trucks by its employees or agents (including all drivers) with minimum split limits of \$100,000 bodily injury or death per person, \$300,000 bodily injury or death per occurrence and \$50,000 property damage per occurrence, or a combined single limit of \$300,000 or if greater the minimum amount required by applicable state law; and, where required by law, uninsured and/or underinsured liability coverage, uninsured and/or underinsured property damage coverage and/or personal injury protection in an amount equal to the minimum amount required by applicable state law; (b) Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable Box Truck) covering all Box Trucks rented pursuant to this Agreement.

Each insurance policy set forth above shall name Contractor as an additional insured for Participating Entity's contractual obligations under this Agreement and shall include an endorsement stating that such insurance shall not be canceled or modified such that the minimum limits or requisite coverages are no longer in force or non-renewed without thirty (30) days prior written notice to Contractor. Participating Entity hereby acknowledges and agrees that the insurance required to be maintained by it under this section must provide "primary coverage" for the protection of Participating Entity with respect to the acts or omissions of Participating Entity and/or any of its employees or agents (including all drivers) notwithstanding any other coverage carried by Participating Entity or Contractor insuring against similar risks. All insurance shall be written through companies having an A.M. Best's rating of at least A- VII or with such other companies as may reasonably be approved by Contractor. Participating Entity waives all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the insurance required to be maintained hereunder. Physical damage coverage shall name Contractor as a loss payee. Notwithstanding anything to the contrary, should Participating Entity be provided Liability Protection in the Base Rental Rate per the applicable Schedule, such Liability Protection shall be primary, subject to its terms and conditions, to any similar liability coverage maintained by Participating Entity.

Contractor shall also provide the following to Purchasing Entity or Authorized User upon Box Truck Rental:

- CDW: For rentals in the U.S. to Authorized Users for Business Use who are 21 years old or older only, rates for Box Trucks include CDW ~~with \$2,500 retained~~

responsibility subject to a \$2,500.00 deductible per incident per vehicle, upon the terms and subject to the limitations set forth herein.

- LP: Those same rates also include LP for accidents arising out of the operation or use of the rental vehicle with split limits of \$100,000 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 herein 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. No coverage is provided for physical damage to, or theft of, the rental Box Truck.
- Box Truck rates that include LP for accidents arising out of the operation or use of the rental vehicle with a combined single limit of \$1,000,000 may be included in a Participating Addendum by mutual agreement of Contractor and a Participating Entity.

Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

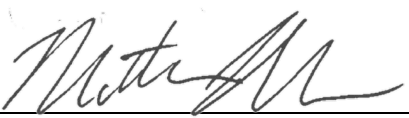
Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. The number set forth in the contract is Contractor correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
 - i. Contractor is exempt from backup withholding;
 - ii. Contractor has not been notified by the IRS that is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
 - i. any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; and
 - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
 - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Authorized Signatures:

EAN Services, LLC

By: 
Title: Matthew Morrison, Assistant Secretary
Date: November 25, 2025

**STATE OF OREGON, acting by and through its
Department of Administrative Services, State
Procurement Services**

By:  John Anglemier
Title: State Procurement Manager
Date: 11/25/2025

Approved pursuant to ORS 291.047

By: Karen Johnson, via email

Assistant Attorney General

Date: November 19, 2025