



TERMS & CONDITIONS

-  **Effective: January 01, 2025**
-  **Document: Master Terms and Conditions**

WARNING: DON'T LOSE YOUR RENTAL PRIVILEGES.

Allowing unauthorized drivers may result in loss of all insurance coverages and your future rental privileges.

THE FOLLOWING INFORMATION IS PROVIDED REGARDING YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO ANY CAR WHICH YOU RENT. MORE DETAILED INFORMATION APPEARS IN PARAGRAPH 4 OF THIS AGREEMENT. EXCEPT AS STATED IN PARAGRAPH 4 OF THIS AGREEMENT, YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE CAR RESULTING FROM ANY CAUSE REGARDLESS OF FAULT. HERTZ OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER (LDW). IF YOU ACCEPT LDW, WHICH IS NOT INSURANCE, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, SUBJECT TO CERTAIN RESTRICTIONS AND EXCLUSIONS WHICH ARE DISCUSSED IN PARAGRAPHS 4(d), 4(e) and 5 OF THIS AGREEMENT. IN THOSE STATES WHERE THE SALE OF LDW IS REGULATED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR. LDW ENTAILS AN ADDITIONAL CHARGE. AS OF JUNE 1, 2019, THE CHARGE FOR LDW AT MOST LOCATIONS IN THE UNITED STATES RANGES FROM US \$9.00 TO US\$99.99 FOR EACH FULL OR PARTIAL RENTAL DAY DEPENDING ON THE CAR CLASS AND MSRP OF THE CAR RENTED. HOWEVER, A SPECIAL HIGHER LDW CHARGE FOR EACH FULL OR PARTIAL RENTAL DAY IS APPLICABLE FOR CERTAIN LUXURY CARS... ALL CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOUR INSURANCE (OR THAT OF THE AUTHORIZED OPERATOR) MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY (OR THAT OF THE AUTHORIZED OPERATOR) FOR LOSS OR DAMAGE TO THE CAR.

NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO SIGN THIS WAIVER IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. YOU ARE ALSO ADVISED TO DETERMINE WHETHER SUCH COVERAGE IS PROVIDED UNDER THE AGREEMENT REGARDING THE CREDIT CARD WHICH IS USED TO PAY FOR THE RENTAL OR FROM ANY OTHER SOURCE AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE. THE PURCHASE OF THIS LOSS DAMAGE WAIVER PRODUCT IS NOT MANDATORY AND MAY BE DECLINED.

THE INSURANCE COVERAGES OFFERED BY [HERTZ](#) MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY A RENTER'S PERSONAL AUTOMOBILE INSURANCE POLICY OR BY ANOTHER SOURCE OF COVERAGE. THE PURCHASE OF THESE KINDS OF COVERAGE IS NOT REQUIRED IN ORDER TO RENT A VEHICLE.



FOR RENTALS COMMENCING IN THE DISTRICT OF COLUMBIA. WARNING: FAILURE TO RETURN THE CAR IN ACCORDANCE WITH THE TERMS OF THE RENTAL AGREEMENT MAY RESULT IN A CRIMINAL PENALTY OF UP TO 3 YEARS IN JAIL.

Unless waived, a renter in Miami-Dade County must be furnished a county approved visitor information map. These maps are available at all Hertz locations in Dade County. Each renter must either acknowledge receipt of such a map or waive his or her right to receive such a map. By making a Manifestation of Assent, You hereby waive Your right to receive such a map.

NOTICE: IF YOU HAVE COLLISION COVERAGE UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY WRITTEN IN LOUISIANA, YOUR COLLISION COVERAGE AUTOMATICALLY EXTENDS TO RENTAL MOTOR VEHICLES PURSUANT TO R.S. 22: 1296. EVEN IF YOU ARE NOT A LOUISIANA INSURED, THE PURCHASE OF LOSS DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER SUCH COVERAGE.

Under Minnesota law, a personal automobile insurance policy must: (1) cover the rental of the motor vehicle against damage to the vehicle and against loss of use of the vehicle; and (2) extend the policy's basic economic loss benefits, residual liability insurance, and uninsured and underinsured motorist coverages to the operation or use of a rented motor vehicle. Therefore, purchase of any collision damage waiver or similar insurance is not necessary. In addition, purchase of any additional liability insurance is not necessary if your policy was issued in Minnesota unless you wish to have coverage for liability that exceeds the amount specified in your personal automobile insurance policy.

NOTICE TO TEXAS RESIDENTS REGARDING DAMAGE WAIVERS YOUR RENTAL AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, AN OPTIONAL WAIVER TO COVER ALL OR PART OF YOUR RESPONSIBILITY FOR DAMAGE TO OR LOSS OF THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE OR CREDIT CARD AGREEMENT PROVIDES YOU COVERAGE FOR RENTAL VEHICLE DAMAGE OR LOSS AND DETERMINE THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THE WAIVER IS NOT MANDATORY. THE WAIVER IS NOT INSURANCE.

ELECTRONIC DELIVERY OF CONFIRMATIONS, TRANSACTION UPDATES, RENTAL AGREEMENTS AND RECEIPTS

By providing us with Your email address, You agree to have electronic mail communications sent to Your email address on file with [Hertz](#) or a subsequently provided email address. You may opt out of email marketing on [hertz.com](#) or by clicking the "Unsubscribe" link found in all marketing emails. Unsubscribing or opting out effects marketing communications, but not operational or transactional messaging sent to You as part of a rental or other transaction with Hertz.

You also agree to have Your Rental Agreements and receipts for every and any reservation and rental completed by You emailed to You rather than provided in paper or hard copy form.

Telematics Devices and In-Vehicle Technologies. HERTZ MAY COLLECT, USE AND DISCLOSE DATA OBTAINED DURING THE COURSE OF YOUR RENTAL FROM MANUFACTURER OR THIRD-PARTY IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING INFORMATION FROM GLOBAL POSITIONING TECHNOLOGY. THIS MAY INCLUDE COLLECTION OF GEOLOCATION DATA OR GEOGRAPHIC AREAS VISITED; INFORMATION RELATED TO FUEL LEVELS IN A VEHICLE; INFORMATION FROM AN EVENT DATA RECORDER OR AUDIO AND VIDEO FROM DASH CAMS OR OTHER CAMERAS RELATED TO INCIDENTS; INFORMATION RELATED TO THE LOCATION OF A VEHICLE OR THE LOCATION FROM WHICH A VEHICLE WAS PICKED-UP OR RETURNED; INFORMATION ABOUT THE VEHICLE'S USAGE AND HOW IT WAS OPERATED; MAINTENANCE DATA; DIAGNOSTIC DATA; SAFETY EVENTS SUCH AS COLLISION INFORMATION; DIAGNOSTIC DATA; AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, DRIVING BEHAVIOR AND DRIVING BEHAVIOR DATA, SUCH AS SPEED, MILEAGE, BRAKING AND DAMAGE DATA. WE MAY USE AND DISCLOSE THIS INFORMATION FOR A NUMBER OF PURPOSES, INCLUDING, UNLESS PROHIBITED BY APPLICABLE LAW, SELLING THIS



INFORMATION OR SHARING IT FOR CROSS-CONTEXTUAL MARKETING PURPOSES. FOR MORE INFORMATION ABOUT HOW [HERTZ](#) MAY COLLECT, USE, AND DISCLOSE INFORMATION FROM THESE TECHNOLOGIES IN A WAY THAT IDENTIFIES YOU AND TO LEARN ABOUT CHOICES YOU HAVE ABOUT THIS INFORMATION, PLEASE REVIEW OUR PRIVACY POLICY AS DESCRIBED IN SECTION 14 BELOW.

RENTAL AGREEMENT TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS, THE RENTAL RECORD SIGNED BY YOU AND ANY OTHER DOCUMENTS WHICH YOU ARE REQUIRED TO SIGN WHEN YOU RENT THE CAR, AND WHICH MAY BE SIGNED ELECTRONICALLY, WHICH BOTH YOU AND [HERTZ](#) AGREE SHALL BE TREATED AS ORIGINAL, TOGETHER CONSTITUTE THE AGREEMENT ("THIS AGREEMENT") FOR THE RENTAL OF THE VEHICLE IDENTIFIED ON THE RENTAL RECORD, INCLUDING ALL OF ITS PARTS ("CAR"). THIS AGREEMENT IS BETWEEN YOU AND THE [HERTZ](#) COMPANY WHICH IS IDENTIFIED ON THE RENTAL RECORD ("HERTZ").

1. NATURE OF THIS AGREEMENT

You are obtaining solely a bailment that allows You to use the Car as permitted by this Agreement. You acknowledge that the Car is owned by Hertz. No one other than [Hertz](#) may transfer the Car or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Car by anyone other than [Hertz](#) is void. Neither You nor any Authorized Operators are agents of Hertz. No one may service or repair the Car without Hertz' prior express approval. [HERTZ](#) MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CAR IS FIT FOR ANY PARTICULAR PURPOSE.

2. WHO MAY OPERATE THE CAR

Only You and, with Your permission, the following persons ("Authorized Operators"), may operate the Car: (a) For rentals commencing in the states of CA and IA, Your spouse and Your employer, employees and fellow employees incidental to their business duties; (b) for rentals ("Replacement Rentals") which are designated as replacement rentals on the Rental Record, any person specifically named as an insured on Your automobile policy; and (c) any other person who meets Hertz' qualifications and who signs an Additional Authorized Operator form at the time of rental. Except as provided in the following sentence, all Authorized Operators must be at least 20 years old and have a valid driver's license from a jurisdiction acceptable to Hertz. Charges for Authorized Operators under 25 may apply. For rentals which commence in Michigan and New York, persons between the ages of 18 and 24 who meet Hertz' other qualifications and who sign an Additional Authorized Operator form at the time of rental may be Authorized Operators; in such cases, an Underage Differential Charge will be assessed. Except to the extent necessary for valet parking or in an emergency as permitted by law, no other persons are permitted to operate the Car; for purposes hereof, an "emergency" shall mean urgent circumstances under the laws of the jurisdiction in which the alleged emergency occurred. With respect to persons who must sign an Additional Authorized Operator form, other qualifications may, at Hertz' discretion, be in effect at the time and place of rental; and, where permitted by law, [Hertz](#) may impose an additional fee for such persons. By operating the Car (whether or not an Additional Authorized Operator form is completed), an Authorized Operator will be deemed jointly and severally responsible for Your obligations under this Agreement related to the Car, as well as for any obligations that this Agreement directly imposes on an Authorized Operator of the Car (for example: the obligations contained in paragraph 9).



3. RETURN

ORDINARY WEAR DUE TO REASONABLE USE EXCEPTED, YOU MUST RETURN THE CAR TO [HERTZ](#) IN THE SAME CONDITION IT IS IN WHEN YOU RECEIVE IT. IF YOU EXCEED 3500 MILES DRIVEN IN A 30 DAY PERIOD YOUR RENTAL PRIVILEGES MAY BE REVOKED DUE TO EXCESSIVE WEAR AND TEAR. YOU MUST RETURN THE CAR TO [HERTZ](#) BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, OR SOONER IF DEMANDED BY HERTZ. IF AN EXTENSION HAS BEEN GRANTED, THEN YOU MUST RETURN BY THE EXTENDED DUE DATE. IN NO EVENT MAY YOU KEEP THE CAR FOR MORE THAN THIRTY (30) DAYS (IN NEW JERSEY, OHIO AND SOUTH DAKOTA, 28 DAYS), UNLESS AUTHORIZED IN WRITING BY HERTZ. **A RETURN CHANGE FEE WILL APPLY TO ANY CHANGE IN YOUR SCHEDULED RETURN DATE, TIME OR LOCATION. IF YOU RETURN THE CAR BEFORE OR AFTER YOUR SCHEDULED RETURN DATE AND TIME AND FAIL TO TIMELY NOTIFY HERTZ, [HERTZ](#) WILL CHARGE YOU AN EARLY/LATE RETURN FEE.** IF YOU FAIL TO RETURN THE CAR BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, [HERTZ](#) WILL COMMENCE ITS OVERDUE RENTAL PROCESS AND CHARGE YOU FOR ALL RELATED EXPENSES. AS PART OF HERTZ'S OVERDUE PROCESS, YOU EXPRESSLY CONSENT AND AGREE THAT [HERTZ](#) MAY USE ELECTRONIC OR VERBAL MEANS TO CONTACT YOU IN ORDER TO URGE YOU TO RETURN THE CAR. YOU AGREE THAT [HERTZ](#) MAY USE ANY AVAILABLE EMAIL ADDRESS OR TELEPHONE NUMBER TO CONTACT YOU, INCLUDING MANUAL CALLING, VOICE MESSAGES, TEXT MESSAGES, EMAILS OR AUTOMATIC TELEPHONE DIALING SYSTEMS. IF YOU DO NOT RETURN THE CAR WHEN REQUIRED BY THIS AGREEMENT, THEN AFTER [HERTZ](#) SENDS YOU A WRITTEN DEMAND TO RETURN IT, SENT TO YOUR ADDRESS SHOWN ON THE RENTAL RECORD OR OTHERWISE PROVIDED TO HERTZ, HERTZ MAY, AT YOUR EXPENSE, UTILIZE A THIRD-PARTY REPOSSESSION VENDOR TO RECOVER THE CAR WHERE AND WHEN IT IS LOCATED. YOU WILL BE RESPONSIBLE FOR ALL EXPENSES INCURRED BY [HERTZ](#) IN ATTEMPTING TO REPOSSESS THE CAR. THE CAR MAY BE EQUIPPED WITH MANUFACTURER OR THIRD-PARTY IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY, OR OTHER TELEMATICS SYSTEMS AND A TRANSMITTER THAT ALLOWS [HERTZ](#) TO TRACK OR OTHERWISE LOCATE THE CAR TO THE EXTENT PERMITTED BY LAW AND PRIVACY IS NOT GUARANTEED. TO THE EXTENT PERMITTED BY LAW, YOU AUTHORIZE HERTZ TO COLLECT, USE AND DISCLOSE DATA OBTAINED DURING THE COURSE OF YOUR RENTAL FROM SUCH TECHNOLOGIES AND DEVICES FOR A NUMBER OF PURPOSES RELATED TO YOUR VEHICLE'S RETURN, INCLUDING WITHOUT LIMITATION TO LOCATE THE VEHICLE DURING YOUR RENTAL IF THE VEHICLE IS LOST, STOLEN, OR OVERDUE, TO DISABLE THE CAR AND TO ASSIST IN THE REPOSSESSION OF THE CAR, TO DETERMINE THE TIME OF THE VEHICLE'S DEPARTURE FROM AND RETURN TO THE [HERTZ](#) RENTAL LOCATION, TO ESTIMATE THE LEVELS OF FUEL IN THE TANK UPON RETURN TO THE [HERTZ](#) RENTAL LOCATION, AND AS OTHERWISE PERMITTED BY APPLICABLE LAW. FOR MORE INFORMATION ABOUT HOW [HERTZ](#) MAY COLLECT, USE AND DISCLOSE INFORMATION COLLECTED THROUGH THESE TECHNOLOGIES IN A MANNER THAT IDENTIFIES YOU, PLEASE REVIEW OUR PRIVACY POLICY AS DESCRIBED IN SECTION 14 BELOW.

IF THE CAR IS FOUND ILLEGALLY PARKED OR APPARENTLY ABANDONED, OR IF THE CAR IS USED OR OBTAINED AS PROHIBITED UNDER PARAGRAPH 5, THEN [HERTZ](#) MAY RECOVER THE CAR WITHOUT DEMAND. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO A HEARING OR TO RECEIVE ANY NOTICE OR LEGAL PROCESS AS A PRE-CONDITION FOR HERTZ RECOVERING THE CAR.



IN THE EVENT YOU HAVE NOT RETURNED THE CAR AS REQUIRED BY THIS AGREEMENT, AS A MEANS OF LAST RESORT, [HERTZ](#) RESERVES THE RIGHT TO REPORT THE CAR TO LAW ENFORCEMENT AS A THEFT AND TAKE ANY FURTHER ACTION NECESSARY IN CONNECTION WITH REPORTING THE CAR TO LAW ENFORCEMENT AS A THEFT. IN THESE CIRCUMSTANCES, HERTZ RESERVES THE RIGHT TO SUSPEND YOUR RENTAL PRIVILEGES.

THE CAR WILL REMAIN SUBJECT TO THESE TERMS AND CONDITIONS UNTIL [HERTZ](#) HAS INSPECTED AND ACCEPTED IT; IF YOU RETURN THE CAR AFTER HOURS, (A) YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE CAR UNTIL [HERTZ](#) HAS INSPECTED AND ACCEPTED IT ON THE NEXT DAY THAT THE RETURN LOCATION IS OPEN FOR BUSINESS AND (B) TIME CHARGES, CHARGES FOR LDW, PAI/PEC AND LIS, AND ANY CHARGES FOR ADDITIONAL SERVICES OR OTHER CHARGES WHICH ARE STATED ON THE RENTAL RECORD AS A PERIODIC RATE, MAY CONTINUE TO ACCRUE UNTIL THE RETURN LOCATION REOPENS FOR BUSINESS.

YOU ACKNOWLEDGE THAT THE DATA DERIVED FROM THE IN-CAR TELEMATICS AND OTHER DEVICES MAY CONTAIN PERSONAL INFORMATION AND YOU AUTHORIZE HERTZ TO SHARE THAT DATA WITH THE DEVICE MANUFACTURER, THE ORIGINAL EQUIPMENT MANUFACTURER AND ITS AFFILIATES (COLLECTIVELY, "OEM"), SERVICE PROVIDERS, AND OTHER THIRD PARTIES TO WHOM [HERTZ](#) OR OEM GRANTS ACCESS. TO THE EXTENT PERMITTED BY LAW, YOU AUTHORIZE HERTZ, THE ORIGINAL EQUIPMENT MANUFACTURER'S (OEM) AND ANY THIRD-PARTY SERVICE PROVIDER'S USE OF THE TECHNOLOGY INCLUDED IN THE CAR, INCLUDING TO TRACK THE LOCATION OF THE CAR, TO DISABLE THE CAR AND TO ASSIST IN THE REPOSSESSION OF THE CAR, AND TO PROVIDE SERVICES TO YOU.

IT IS YOUR RESPONSIBILITY AT RETURN TO DELETE ANY BLUETOOTH SYNCED DEVICES OR DATA, NAVIGATION DATA, AND ALL OTHER PERSONAL INFORMATION INPUT OR PROVIDED BY YOU THROUGH USE OF IN VEHICLE EQUIPMENT OR FEATURES. YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HERTZ, THE OEM AND ANY THIRD-PARTY SERVICE PROVIDER MAY COLLECT, PROCESS, CHARGE ON THE BASIS OF, ADD TO YOUR CUSTOMER PROFILE AND TAKE DISCIPLINARY ACTION ON THE BASIS OF THE DATA DERIVED FROM VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING ACTIVITY. ACTIONS MAY INCLUDE SUSPENSION OR TERMINATION OF YOUR ABILITY TO CONTINUE TO RENT CARS FROM [HERTZ](#) OR ITS AFFILIATES. FOR INFORMATION ABOUT HOW [HERTZ](#) MAY COLLECT, USE AND DISCLOSE INFORMATION COLLECTED THROUGH THESE TECHNOLOGIES IN A MANNER THAT IDENTIFIES YOU, PLEASE REVIEW OUR PRIVACY POLICY AS DESCRIBED IN SECTION 14 BELOW.

YOU AUTHORIZE [HERTZ](#) TO PROVIDE PERSONAL INFORMATION ABOUT YOU AND EACH RENTAL YOU UNDERTAKE USING A CUSTOMER DISCOUNT PROGRAM (CDP) NUMBER OR OTHERWISE IN CONNECTION WITH THE RENTAL TO THE CDP SPONSOR OF THE RENTAL. [HERTZ](#) MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE USE OF SUCH INFORMATION BY THE CDP SPONSOR. YOUR RENTAL UNDER THIS AGREEMENT USING A CDP NUMBER IS YOUR CONSENT TO [HERTZ](#) TO DISCLOSE PERSONAL DATA TO THE CDP SPONSOR. YOU EXPRESSLY DISCHARGE ANY CLAIMS OF RESPONSIBILITY OF [HERTZ](#) REGARDING MISUSE OF INFORMATION BY THE CDP SPONSOR. SUCH INFORMATION MAY INCLUDE, BUT NOT BE LIMITED TO, NAME; BIRTH DATE; CONTACT INFORMATION (PHONE NUMBER, E-MAIL ADDRESS, MAILING ADDRESS); DRIVER'S LICENSE NUMBER, STATE OF ISSUANCE AND EXPIRATION DATE; CREDIT / DEBIT CARD INFORMATION; CHARGES APPLICABLE TO THE RENTAL; INSURANCE INFORMATION; CAR USAGE INFORMATION (INCLUDING GEOLOCATION, SPEED, AND OTHER DATA); CAR LICENSE PLATE ISSUING STATE AND NUMBER; CAR MAKE, MODEL, YEAR, MILEAGE, COLOR AND NUMBER OF DOORS; RENTAL LOCATION;



BACKGROUND AND FINANCIAL INFORMATION; AND RENTAL HISTORY (INCLUDING CURRENT RENTAL AND DUE DATE). YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE CDP SPONSOR MAY PROVIDE PERSONAL INFORMATION ABOUT YOU TO HERTZ.

THE CAR MAY HAVE IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY AND RELATED SERVICES IN WHICH CASE, YOU UNDERSTAND THAT YOUR ACCESS AND USE OF THE CAR OR THE SERVICES ARE SUBJECT TO THE CAR, SERVICE PROVIDER'S OR DEVICE MANUFACTURER'S TERMS AND PRIVACY STATEMENT, WHICH MAY INCLUDE, AMONG OTHER TERMS, SERVICE LIMITATIONS, WARRANTY EXCLUSIONS, LIMITATIONS OF LIABILITY, WIRELESS SERVICE PROVIDER TERMS AND PRIVACY PRACTICES. IF YOU RENT A GENERAL MOTOR'S BRAND CAR (E.G., CHEVROLET, BUICK, GMC, CADILLAC), YOU AGREE TO THE CONNECTED VEHICLE USER TERMS, PRIVACY STATEMENT AND SOFTWARE TERMS AVAILABLE AT www.onstar.com.

UPON RETURN, IF THE CAR REQUIRES MORE THAN HERTZ' STANDARD CLEANING ON ITS RETURN, [HERTZ](#) MAY CHARGE YOU AN ADDITIONAL FEE TO HAVE THE CAR CLEANED.

IN CALIFORNIA: ELECTRONIC SERVICE TECHNOLOGY INCLUDED IN THE CAR MAY BE ACTIVATED IF THE CAR IS NOT RETURNED WITHIN 72 HOURS AFTER THE CONTRACTED RETURN DATE OR EXTENSION OF THE RETURN DATE.

FOR RENTALS COMMENCING IN ARIZONA, IT IS REQUIRED BY LAW THAT YOU ACKNOWLEDGE YOUR UNDERSTANDING THAT IT WILL BE A VIOLATION OF ARIZONA STATUTES 131806 AND A CLASS 5 FELONY IF THE CAR IS NOT RETURNED WITHIN 72 HOURS OF THE DUE DATE AND TIME SPECIFIED ON THE RENTAL RECORD AND THAT YOU SHALL BE SUBJECT TO A MAXIMUM PENALTY NOT TO EXCEED US\$150,000 AND/OR IMPRISONMENT OF 2.5 YEARS. BY RENTING A CAR UNDER THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND UNDERSTAND THIS NOTICE.

FOR RENTALS COMMENCING IN MONTANA, THE MAXIMUM PUNISHMENT FOR FAILURE TO RETURN RENTED PROPERTY IS 10 YEARS IMPRISONMENT AND A FINE UP TO \$10,000.

FOR RENTALS COMMENCING IN UTAH, THE MAXIMUM PUNISHMENT IS A SECOND-DEGREE FELONY FOR THEFT FOR THEFT OF A RENTAL VEHICLE, PUNISHABLE UP TO 15 YEARS IMPRISONMENT AND A FINE UP TO \$10,000.

FOR RENTALS IN THE DISTRICT OF COLUMBIA, IT IS REQUIRED BY LAW THAT YOU BE NOTIFIED THAT IF YOU FAIL TO RETURN A RENTAL CAR IN ACCORDANCE WITH THIS AGREEMENT, IT MAY RESULT IN A CRIMINAL PENALTY OF UP TO THREE YEARS IN JAIL.

FOR RENTALS COMMENCING IN FLORIDA, FAILURE TO RETURN RENTAL PROPERTY OR EQUIPMENT UPON EXPIRATION OF THE RENTAL PERIOD AND FAILURE TO PAY ALL AMOUNTS DUE (INCLUDING COSTS FOR DAMAGE TO THE PROPERTY OR EQUIPMENT) ARE EVIDENCE OF ABANDONMENT OR REFUSAL TO REDELIVER THE PROPERTY, PUNISHABLE IN ACCORDANCE WITH §812.155, FLORIDA STATUTES.

FOR RENTALS COMMENCING IN VERMONT, NOTICE: **THE FAILURE TO RETURN A RENTED OR LEASED MOTOR VEHICLE WITHIN 72 HOURS AFTER THE DATE AND TIME SPECIFIED IN THE WRITTEN AGREEMENT WITHOUT EXTENDING THE DATE AND TIME IS A CRIME UNDER VERMONT LAW (13. V.S.A. §2592) AND MAY RESULT IN A CRIMINAL PENALTY OF UP TO FIVE YEARS IMPRISONMENT AND A \$5,000**



FINE, OR BOTH.

4. YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR AND OPTIONAL LOSS DAMAGE WAIVER

a. EXCEPT AS STATED BELOW, YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE CAR RESULTING FROM ANY CAUSE INCLUDING BUT NOT LIMITED TO COLLISION, ROLLOVER, THEFT, VANDALISM, SEIZURE, FIRE, FLOOD, HAIL OR OTHER ACTS OF NATURE OR GOD REGARDLESS OF FAULT.

b. EXCEPT AS STATED BELOW, YOUR RESPONSIBILITY WILL NOT EXCEED THE GREATER OF THE RETAIL FAIR MARKET VALUE OF THE CAR AND ITS MANUFACTURER BUYBACK PROGRAM VALUE AT THE TIME THE CAR IS LOST OR DAMAGED, LESS ITS SALVAGE VALUE, PLUS ACTUAL TOWING, STORAGE AND IMPOUND FEES, DIMINUTION OF VALUE OF THE CAR AS DETERMINED BY HERTZ, AN ADMINISTRATIVE CHARGE AND A CHARGE FOR LOSS OF USE, REGARDLESS OF FLEET UTILIZATION. AS MORE GENERALLY PROVIDED IN PARAGRAPH 6, [HERTZ](#) MAY, WHERE PERMITTED UNDER APPLICABLE LAW, PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS AGAINST YOUR CREDIT, CHARGE OR DEBIT CARD FOR THESE LOSSES, COSTS AND CHARGES, TOGETHER WITH ANY OTHER APPLICABLE CHARGES, AT OR FOLLOWING THE COMPLETION OF THE RENTAL.

c. YOUR RESPONSIBILITY FOR DAMAGE DUE TO THEFT OR OTHERWISE IS LIMITED BY LAW IN CERTAIN JURISDICTIONS. AS OF June, 1, 2020, THE FOLLOWING LIMITATIONS EXIST. SHOULD THE LAWS IMPOSING THESE REGULATIONS BE REPEALED, THE PROVISIONS OF SUBPARAGRAPHS 4(a) AND 4(b) SHALL APPLY WITHOUT SUCH LIMITATIONS.

1. FOR RENTALS COMMENCING IN CALIFORNIA, (A) YOU ARE ONLY RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM COLLISION, ROLLOVER, THEFT OR VANDALISM, (B) YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR WILL IN NO EVENT EXCEED THE FAIR MARKET VALUE OF THE CAR AT THE TIME IT IS LOST OR DAMAGED, PLUS ACTUAL CHARGES FOR TOWING, STORAGE AND IMPOUND FEES, AND AN ADMINISTRATIVE CHARGE, (C) YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM VANDALISM UNRELATED TO THE THEFT OF THE CAR WILL NOT EXCEED US\$500 AND (D) YOU ARE NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THEFT UNLESS IT RESULTS FROM A FAILURE TO EXERCISE ORDINARY CARE BY YOU OR ANY AUTHORIZED OPERATOR.

2. . FOR RENTALS COMMENCING IN ILLINOIS, FOR A CAR WITH AN MSRP OF \$50,000 OR LESS, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE DUE TO THEFT WILL NOT EXCEED \$17,000 THROUGH MAY 31, 2025 (INCREASING BY \$500 EACH JUNE 1) FOR A CAR WITH AN MSRP OF MORE THAN \$50,000, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE DUE TO THEFT, WILL NOT EXCEED \$54,000 THROUGH SEPTEMBER 30, 2024 (INCREASING BY \$1,000 EACH OCTOBER 1). THE FOREGOING CAPS APPLY UNLESS IT IS ESTABLISHED THAT YOU OR AN AUTHORIZED OPERATOR FAILED TO EXERCISE ORDINARY CARE WHILE IN POSSESSION OF THE CAR OR COMMITTED OR AIDED IN THE COMMISSION OF THE THEFT.

3. FOR RENTALS IN INDIANA, YOU WILL BE RESPONSIBLE FOR NO MORE THAN (1) LOSS OR DAMAGE TO THE



CAR UP TO ITS FAIR MARKET VALUE RESULTING FROM THE COLLISION, THEFT OR VANDALISM, (2) LOSS OF USE OF THE CAR, IF YOU ARE LIABLE FOR DAMAGE, (3) ACTUAL CHARGES FOR TOWING, STORAGE, AND IMPOUND FEES PAID BY HERTZ, IF YOU ARE LIABLE FOR THE DAMAGE, AND (4) AN ADMINISTRATIVE CHARGE.

4. FOR RENTALS IN NEVADA, (A) YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR WILL NOT EXCEED THE FAIR MARKET VALUE OF THE CAR AT THE TIME THE CAR IS LOST OR DAMAGED PLUS ACTUAL TOWING, STORAGE AND IMPOUND FEES, AN ADMINISTRATIVE CHARGE AND A REASONABLE CHARGE FOR LOSS OF USE, REGARDLESS OF FLEET UTILIZATION; (B) YOUR RESPONSIBILITY FOR DAMAGE TO THE CAR AND LOSS OF USE OF THE CAR RESULTING FROM VANDALISM NOT RELATED TO THE THEFT OF THE CAR AND NOT CAUSED BY YOU WILL NOT EXCEED \$2500; AND (C) YOU ARE NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THEFT OR VANDALISM RELATED TO THE THEFT IF YOU HAVE POSSESSION OF THE IGNITION KEY OR YOU ESTABLISH THAT THE IGNITION KEY WAS NOT IN THE CAR AT THE TIME OF THE THEFT, YOU FILE AN OFFICIAL REPORT OF THE THEFT WITH THE POLICE WITHIN 24 HOURS OF LEARNING OF THE THEFT AND YOU COOPERATE WITH [HERTZ](#) AND THE POLICE IN PROVIDING INFORMATION REGARDING THE THEFT, AND NEITHER YOU NOR AN AUTHORIZED OPERATOR COMMITTED OR AIDED AND ABETTED THE COMMISSION OF THE THEFT.

5. FOR RENTALS COMMENCING IN NEW YORK: NOTICE: THIS CONTRACT OFFERS. FOR AN ADDITIONAL CHARGE, OPTIONAL VEHICLE PROTECTION TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE OR LOSS TO THE RENTAL VEHICLE. THE PURCHASE OF OPTIONAL VEHICLE PROTECTION IS OPTIONAL AND MAY BE DECLINED. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO PURCHASE THIS PROTECTION IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR AUTOMOBILE INSURANCE POLICY. BEFORE DECIDING WHETHER TO PURCHASE OPTIONAL VEHICLE PROTECTION, YOU MAY WISH TO DETERMINE WHETHER YOUR CREDIT CARD OR YOUR VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF DEDUCTIBLE UNDER SUCH COVERAGE.

6. FOR RENTALS COMMENCING IN NEW YORK: (A) YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR WILL NOT EXCEED THE LESSER OF (1) THE ACTUAL AND REASONABLE COSTS INCURRED BY [HERTZ](#) TO REPAIR THE CAR OR WHICH [HERTZ](#) WOULD HAVE INCURRED IF THE CAR WAS REPAIRED, WHICH SHALL REFLECT ANY DISCOUNTS, PRICE REDUCTIONS OR ADJUSTMENTS AVAILABLE TO HERTZ; OR (2) THE FAIR MARKET VALUE OF THE CAR AT THE TIME THE CAR IS LOST OR DAMAGED, LESS ANY NET DISPOSAL PROCEEDS. "ACTUAL AND REASONABLE COSTS" MEANS THE REPAIR PRICE REDUCED BY ALL DISCOUNTS PAID BY [HERTZ](#) TO THE REPAIRER OF THE CAR, INCLUDING COSTS FOR TOWING, STORAGE AND IMPOUND FEES. (B) YOU WILL NOT BE RESPONSIBLE FOR DAMAGES INCURRED BY [HERTZ](#) FOR THE LOSS OF USE OF THE CAR, RELATED ADMINISTRATIVE CHARGES, OR AMOUNTS THAT [HERTZ](#) RECOVERS FROM ANY OTHER PARTY. (C) YOU ARE NOT RESPONSIBLE FOR MECHANICAL DAMAGE UNRELATED TO AN ACCIDENT OR THAT COULD REASONABLY BE EXPECTED FROM NORMAL USE OF THE CAR EXCEPT IN INSTANCES WHERE ABUSE OR NEGLIGENCE BY YOU OR AN AUTHORIZED OPERATOR IS SHOWN. (D) YOU WILL NOT BE LIABLE FOR LOSS DUE TO THEFT OF THE CAR UNLESS IT IS ESTABLISHED THAT YOU OR AN AUTHORIZED OPERATOR FAILED TO EXERCISE REASONABLE CARE OR COMMITTED, OR AIDED AND ABETTED IN THE COMMISSION



OF, THE THEFT OF THE CAR. (E) IF THE CAR IS RETURNED WITH DAMAGE, THEN, WITHIN 72 HOURS AFTER THE CAR IS RETURNED, YOU, ANY AUTHORIZED OPERATOR OR YOUR OR HIS OR HER INSURER MUST NOTIFY [HERTZ](#) THAT YOU, HE, SHE OR IT WISHES TO INSPECT THE DAMAGED CAR OR THE RIGHT TO INSPECT THE DAMAGED CAR WILL BE WAIVED. THE INSPECTION MUST BE COMPLETED WITHIN 7 DAYS OF THE RETURN DATE OF THE CAR. HOWEVER, IF [HERTZ](#) DETERMINES THE CAR TO BE A TOTAL LOSS AND SUBJECT TO SALVAGE, THE 72 HOUR PERIOD SHALL NOT APPLY AND YOU, ANY AUTHORIZED OPERATOR OR YOUR, HIS OR HER INSURER SHALL HAVE 10 BUSINESS DAYS TO INSPECT THE CAR FROM RECEIPT BY YOU FROM [HERTZ](#) OF A NOTICE OF YOUR OBLIGATION (OR THAT OF THE AUTHORIZED OPERATOR WHO WAS OPERATING THE CAR AT THE TIME THAT THE DAMAGE OCCURRED) TO EXECUTE AND RETURN TO [HERTZ](#) A COMPLETE AND ACCURATE INCIDENT REPORT DESCRIBING ANY PHYSICAL AND/OR MECHANICAL DAMAGE.

7. FOR RENTALS COMMENCING IN WISCONSIN, (A) YOU ARE NOT RESPONSIBLE FOR ANY DAMAGE TO THE CAR OTHER THAN DAMAGE (x) RESULTING FROM AN ACCIDENT OCCURRING WHILE THE CAR IS UNDER THIS AGREEMENT OR (y) CAUSED INTENTIONALLY BY, OR BY THE RECKLESS OR WANTON MISCONDUCT OF, YOU OR AN AUTHORIZED OPERATOR; AND (B) YOUR RESPONSIBILITY WILL IN NO EVENT EXCEED THE FAIR MARKET VALUE OF THE CAR IMMEDIATELY BEFORE THE DAMAGE OCCURS, LESS ITS SALVAGE VALUE, PLUS ACTUAL TOWING FEES AND STORAGE FEES FOR NO MORE THAN 2 DAYS.

YOUR RESPONSIBILITY MAY ALSO BE LIMITED IN OTHER JURISDICTIONS.

d. IF YOU HAVE PURCHASED THE OPTIONAL LOSS DAMAGE WAIVER ("LDW"), WHICH IS NOT INSURANCE, [HERTZ](#) WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e) BELOW. IF YOU HAVE PURCHASED THE OPTIONAL PARTIAL DAMAGE WAIVER ("PDW"), WHICH IS NOT INSURANCE AND WHICH IS NOT AVAILABLE FOR ALL RENTALS, [HERTZ](#) WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e), UP TO AN AMOUNT EQUAL TO THE LESSER OF \$1,000 AND ANY DEDUCTIBLE UNDER YOUR OWN AUTOMOBILE INSURANCE THAT APPLIES TO THE DAMAGES SUSTAINED BY THE CAR. IF YOU PURCHASE PDW, YOUR INSURER WILL BE BILLED FOR THE FULL AMOUNT OF THE LOSS; ONLY THE APPLICABLE DEDUCTIBLE UNDER YOUR POLICY (UP TO \$1,000) IS WAIVED AFTER THE LOSS IS PAID. PDW IS NOT AVAILABLE IN NEVADA AND TEXAS. IF YOU PURCHASE LIMITED LOSS DAMAGE WAIVER ("LLDW"), WHICH IS NOT INSURANCE AND WHICH IS AVAILABLE IN SEVERAL OPTIONS AND AT SELECT LOCATIONS, [HERTZ](#) WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR UP TO \$500, \$1000 OR \$3000 DEPENDING ON THE LLDW OPTION SELECTED EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e). IN THOSE JURISDICTIONS WHERE THE SALE OF DAMAGE WAIVERS IS REGULATED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR. LDW ENTAILS AN ADDITIONAL CHARGE. ALL CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

THE PURCHASE OF LDW, PDW OR LLDW, WHICH ENTAILS AN ADDITIONAL DAILY CHARGE, AND IS NOT REQUIRED IN ORDER TO RENT A CAR AND MAY BE DECLINED. THE CHARGE FOR LDW IS BASED ON THE CAR RENTED, WHICH MAY NOT BE THE SAME AS THE CAR RESERVED. YOU AGREE TO REVIEW THE DAILY CHARGE FOR LDW, PDW AND LLDW AND THE ESTIMATED TOTAL CHARGE FOR LDW, PDW AND LLDW FOR



YOUR RENTAL PRIOR TO PURCHASING LDW. YOUR OWN INSURANCE (OR THAT OF AN AUTHORIZED OPERATOR) MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY (OR THAT OF THE AUTHORIZED OPERATOR) FOR LOSS OF OR DAMAGE TO THE CAR. BEFORE DECIDING WHETHER TO PURCHASE LDW, PDW OR LLDW, YOU ARE ADVISED TO CONSULT WITH YOUR INSURER AND/OR EXAMINE YOUR AUTOMOBILE INSURANCE POLICY AND THAT OF ANY AUTHORIZED OPERATOR TO DETERMINE WHETHER THE POLICY AFFORDS COVERAGE FOR LOSS OR DAMAGE TO A RENTED VEHICLE, AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE, INCLUDING THE AMOUNT OF THE DEDUCTIBLE AND ANY OTHER LIMITATIONS AND EXCESSES. YOU ARE ALSO ADVISED TO DETERMINE WHETHER SUCH COVERAGE IS PROVIDED UNDER THE AGREEMENT REGARDING THE CREDIT CARD WHICH IS USED TO PAY FOR THE RENTAL OR FROM ANY OTHER SOURCE AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE.

FOR RENTALS COMMENCING IN NEW YORK: FOR RENTALS OF TWO OR MORE DAYS, YOU MAY VOID LDW AT NO CHARGE WITHIN 24 HOURS OF PURCHASE PROVIDED YOU: (i) APPEAR IN PERSON WITH THE CAR AT ANY [HERTZ](#) BRANCH TOGETHER WITH THE CAR FOR INSPECTION; AND (ii) SIGN A CANCELLATION FORM. AFTER 24 HOURS OF PURCHASE, YOU MAY VOID LDW PROVIDED YOU (i) APPEAR IN PERSON WITH THE CAR AT ANY [HERTZ](#) BRANCH TOGETHER WITH THE CAR FOR INSPECTION; (ii) VOID LDW IN WRITING AND (iii) PAY THE LDW CHARGES FOR ALL FULL OR PARTIAL RENTAL DAYS LDW WAS IN EFFECT.

e. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE FOLLOWING WILL VOID LDW, PDW AND LLDW AND CAUSE YOU TO BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR: (1) ANY VIOLATION OF THE RENTAL AGREEMENT, INCLUDING WITHOUT LIMITATION ANY USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5, (2) FAILURE TO REPORT ANY ACCIDENT, THEFT, VANDALISM, AND DAMAGE RELATING TO THE CAR OR FAILURE TO COOPERATE WITH THE INVESTIGATION OF SUCH INCIDENTS AS REQUIRED IN PARAGRAPH 12, AND (3) FAILURE TO PAY ANY AMOUNTS OWED TO [HERTZ](#) IN CONNECTION WITH YOUR RENTAL (INCLUDING WITHOUT LIMITATION ANY DEDUCTIBLE APPLICABLE TO AN LDW, PDW, LLDW OR OTHER PRODUCT). FOR PURPOSES OF CLARITY, THE PURCHASE OF LDW, PDW, LLDW OR ANY OTHER PRODUCT WILL NOT ELIMINATE YOUR RESPONSIBILITY FOR THE COSTS OF ANY CLEANING OF THE CAR IN EXCESS OF HERTZ'S STANDARD CLEANING.

FOR RENTALS COMMENCING IN CALIFORNIA, IF YOU HAVE PURCHASED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES: (i) DAMAGE OR LOSS RESULTS FROM (A) INTENTIONAL, WILLFUL, WANTON OR RECKLESS MISCONDUCT OF YOU OR AN AUTHORIZED OPERATOR, (B) OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAWS OF THE STATE IN WHICH THE LOSS OR DAMAGE OCCURS (IN CALIFORNIA, THE APPLICABLE LAW IS SECTION 23152 OF THE CALIFORNIA VEHICLE CODE), (C) YOU OR AN AUTHORIZED OPERATOR USING THE CAR TO TOW OR PUSH ANYTHING, OR (D) OPERATION OF THE CAR ON AN UNPAVED ROAD BY YOU OR AN AUTHORIZED OPERATOR IF THE DAMAGE OR LOSS IS A DIRECT RESULT OF THE ROAD OR DRIVING CONDITIONS; (ii) DAMAGE OR LOSS OCCURS WHILE THE CAR IS (A) USED FOR COMMERCIAL HIRE, (B) USED IN CONNECTION WITH CONDUCT THAT COULD BE PROPERLY CHARGED AS A FELONY, (C) INVOLVED IN A SPEED TEST OR CONTEST OR IN DRIVER TRAINING ACTIVITY, (D) OPERATED BY A PERSON OTHER THAN YOU OR AN AUTHORIZED OPERATOR, OR (E) OPERATED OUTSIDE OF THE UNITED STATES OR CANADA,



UNLESS YOU HAVE FIRST OBTAINED SPECIFIC WRITTEN PERMISSION TO DO SO FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD IN HERTZ' SOLE DISCRETION; OR (iii) IF YOU OR ANY AUTHORIZED OPERATOR HAS (A) PROVIDED FRAUDULENT INFORMATION TO [HERTZ](#) OR (B) PROVIDED FALSE INFORMATION AND [HERTZ](#) WOULD NOT HAVE RENTED THE CAR IF IT HAD INSTEAD RECEIVED TRUE INFORMATION.

FOR RENTALS COMMENCING IN IOWA, IF YOU HAVE PURCHASED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES:

(i) THE LOSS OR DAMAGE IS INTENTIONALLY CAUSED BY, OR IS A RESULT OF THE WILLFUL, ABUSIVE, RECKLESS OR WANTON MISCONDUCT OF, YOU OR AN AUTHORIZED OPERATOR; (ii) THE LOSS OR DAMAGE ARISES OUT OF THE OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR WHILE INTOXICATED OR UNDER THE INFLUENCE OF A DRUG; (iii) THE LOSS OR DAMAGE IS CAUSED WHILE YOU OR AN AUTHORIZED OPERATOR IS ENGAGED IN A RACE, TRAINING ACTIVITY, CONTEST OR USE OF THE CAR FOR AN ILLEGAL PURPOSE; (iv) THE RENTAL AGREEMENT IS BASED ON FALSE OR MISLEADING INFORMATION SUPPLIED BY YOU OR AN AUTHORIZED OPERATOR; (v) THE LOSS OR DAMAGE IS CAUSED BY OPERATING THE CAR OTHER THAN ON REGULARLY MAINTAINED HARD SURFACE ROADWAYS, INCLUDING PRIVATE DRIVEWAYS AND PARKING LOTS; (vi) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR TO TRANSPORT PERSONS OR PROPERTY FOR HIRE OR TO PUSH OR TOW ANYTHING; (vii) THE LOSS OR DAMAGE OCCURS WHILE THE CAR IS OPERATED BY A DRIVER OTHER THAN YOU OR AN AUTHORIZED OPERATOR; (viii) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR OUTSIDE THE UNITED STATES OR CANADA WITHOUT FIRST OBTAINING SPECIFIC WRITTEN PERMISSION FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD IN HERTZ' SOLE DISCRETION; OR (ix) THE LOSS OR DAMAGE IS ATTRIBUTABLE TO THEFT WHICH OCCURS WITH THE PRIOR KNOWLEDGE OR KNOWING PARTICIPATION OF YOU OR AN AUTHORIZED OPERATOR, OR WHICH IS ATTRIBUTABLE TO YOU OR AN AUTHORIZED OPERATOR LEAVING THE CAR UNATTENDED WITH THE KEYS IN THE CAR.

FOR RENTALS COMMENCING IN MINNESOTA, IF YOU HAVE PURCHASED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES:

(i) YOU OR AN AUTHORIZED OPERATOR ENGAGE IN ANY WILLFUL OR WANTON MISCONDUCT, WHICH AMONG OTHER THINGS, MAY INCLUDE RECKLESS CONDUCT SUCH AS: THE FAILURE TO USE SEATBELTS, USE WHEN OVERLOADED, CARRYING PERSONS OR PROPERTY FOR HIRE, OFF PAVED ROADS, OR LEAVING THE CAR AND FAILING TO REMOVE THE KEYS OR CLOSE AND LOCK ALL DOORS, CAR WINDOWS OR THE TRUNK AND THE CAR IS VANDALIZED OR STOLEN; (ii) THE DAMAGE OR LOSS DIRECTLY RESULTS FROM OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR WHILE LEGALLY INTOXICATED OR UNDER THE INFLUENCE OF ANY ILLEGAL DRUG AS DEFINED OR DETERMINED UNDER THE LAW OF THE STATE WHERE THE LOSS OR DAMAGE OCCURRED; (iii) THE DAMAGE OR LOSS DIRECTLY RESULTS FROM YOUR OR AN AUTHORIZED OPERATOR TOWING OR PUSHING ANYTHING WITH THE CAR; (iv) THE DAMAGE OR LOSS RESULTS WHILE THE CAR IS BEING USED FOR COMMERCIAL HIRE; (v) THE DAMAGE OR LOSS OCCURS OUT OF THE USE OF THE CAR WHILE COMMITTING OR OTHERWISE ENGAGED IN A CRIMINAL ACT IN WHICH THE CAR'S USAGE IS SUBSTANTIALLY RELATED TO THE NATURE OF THE CRIMINAL ACTIVITY (FOR THIS



EXCLUSION TO APPLY, THE CRIMINAL ACTIVITY MUST BE CLASSIFIED AS A FELONY UNDER THE LAWS OF THE STATE WHICH THE CRIMINAL ACTIVITY OCCURS); (vi) THE DAMAGE OR LOSS OCCURS WHILE THE CAR IS INVOLVED IN A SPEED TEST OR SPEED CONTEST OR IN DRIVER TRAINING ACTIVITY; (vii) THE DAMAGE OR LOSS OCCURS WHILE THE CAR IS OPERATED OUTSIDE THE UNITED STATES OR CANADA, EXCEPT AS EXPRESSLY PERMITTED UNDER THIS AGREEMENT; (viii) THE DAMAGE OR LOSS OCCURS TO A CAR IF YOU PROVIDED FRAUDULENT OR FALSE INFORMATION AND [HERTZ](#) WOULD NOT HAVE RENTED THE CAR IF IT HAD RECEIVED TRUE INFORMATION; OR (ix) THE DAMAGE OR LOSS OCCURS WHILE THE CAR IS OPERATED BY AN UNAUTHORIZED OPERATOR.

FOR RENTALS COMMENCING IN NEVADA, IF YOU HAVE PURCHASED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES:

(i) DAMAGE OR LOSS RESULTING FROM (A) THE INTENTIONAL, WILLFUL, WANTON OR RECKLESS CONDUCT OF YOU OR AN AUTHORIZED OPERATOR, (B) OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAWS OF THE STATE IN WHICH THE LOSS OR DAMAGE OCCURS (IN NEVADA, THE APPLICABLE LAW IS SECTION 484.379 OF THE NEVADA REVISED STATUTES), (C) YOU OR AN AUTHORIZED OPERATOR USING THE CAR TO TOW OR PUSH ANYTHING, OR (D) OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR ON AN UNPAVED

ROAD IF THE DAMAGE OR LOSS IS A DIRECT RESULT OF THE ROAD OR DRIVING CONDITIONS; (ii) DAMAGE OR LOSS OCCURRING WHEN THE CAR IS (A) USED FOR HIRE, (B) USED IN CONNECTION WITH CONDUCT THAT CONSTITUTES A FELONY, (C) INVOLVED IN A SPEED TEST OR CONTEST OR IN DRIVER TRAINING ACTIVITY, (D) OPERATED BY A PERSON OTHER THAN YOU OR AN AUTHORIZED OPERATOR, OR (E) OPERATED OUTSIDE OF THE UNITED STATES OR CANADA, UNLESS YOU HAVE FIRST OBTAINED SPECIFIC WRITTEN PERMISSION TO DO SO FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD IN HERTZ' SOLE DISCRETION; OR (iii) IF THE CAR WAS RENTED AS A RESULT OF FRAUDULENT INFORMATION PROVIDED TO [HERTZ](#) BY YOU OR AN AUTHORIZED OPERATOR, OR AS A RESULT OF FALSE INFORMATION PROVIDED TO [HERTZ](#) BY YOU OR AN AUTHORIZED OPERATOR IF [HERTZ](#) WOULD NOT HAVE RENTED THE CAR IF IT HAD RECEIVED TRUE INFORMATION.

FOR RENTALS COMMENCING IN NEW YORK, IF YOU HAVE PURCHASED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES: (i) THE LOSS OR DAMAGE IS CAUSED INTENTIONALLY OR AS A RESULT OF WILLFUL, WANTON OR RECKLESS CONDUCT OF THE DRIVER; (ii) THE LOSS OR DAMAGE ARISES OUT OF THE DRIVER'S OPERATION OF THE CAR WHILE INTOXICATED OR IMPAIRED BY THE USE OF ALCOHOL OR DRUGS; (iii) [HERTZ](#) ENTERED INTO THE RENTAL TRANSACTION BASED ON FRAUDULENT OR MATERIALLY FALSE INFORMATION SUPPLIED BY YOU OR AN AUTHORIZED OPERATOR; (iv) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR WHILE ENGAGED IN THE COMMISSION OF A CRIME OTHER THAN A TRAFFIC INFRACTION; (v) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR TO CARRY PERSONS OR PROPERTY FOR HIRE, TO PUSH OR TOW ANYTHING, WHILE ENGAGED IN A SPEED CONTEST, OPERATING OFF ROAD, OR FOR DRIVER'S TRAINING; (vi) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR BY A PERSON OTHER THAN YOU, AN AUTHORIZED OPERATOR, A



DULY LICENSED PARENT, PARENT IN LAW OR CHILD OF YOURS OVER THE AGE OF 18 WHO PERMANENTLY RESIDES IN THE SAME HOUSEHOLD AS YOU, OR A PARKING VALET OR PARKING GARAGE ATTENDANT FOR COMPENSATION AND IN THE NORMAL COURSE OF EMPLOYMENT; (vii) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR OUTSIDE OF THE UNITED STATES OR CANADA WITHOUT FIRST OBTAINING SPECIFIC WRITTEN PERMISSION FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD IN HERTZ' SOLE DISCRETION; OR (viii) YOU OR AN AUTHORIZED OPERATOR HAS FAILED TO COMPLY WITH THE REQUIREMENTS FOR REPORTING DAMAGE OR LOSS AS SET FORTH IN SUBDIVISION 5 OF SECTION 396-z OF THE NEW YORK GENERAL BUSINESS LAW.

f. YOU MAY, AT THE COMMENCEMENT OF A RENTAL, BE GIVEN ADDITIONAL DISCLOSURES PERTINENT TO YOUR DECISION WHETHER TO PURCHASE OR DECLINE LDW IN THE JURISDICTION IN WHICH THE RENTAL COMMENCES. THESE ADDITIONAL DISCLOSURES MAY APPEAR ON YOUR RENTAL RECORD OR IN A SEPARATE NOTICE. YOU SHOULD READ THESE DISCLOSURES CAREFULLY PRIOR TO COMMENCEMENT OF THE RENTAL.

g. YOU GRANT [HERTZ](#) A LIMITED POWER OF ATTORNEY TO PRESENT CLAIMS FOR DAMAGE TO OR LOSS OF THE CAR TO YOUR INSURANCE CARRIER. FOR RENTALS WHICH COMMENCE IN NEW MEXICO OR NEW YORK, IF SUCH COVERAGE EXISTS UNDER YOUR AUTOMOBILE INSURANCE POLICY, YOU MAY REQUIRE THAT [HERTZ](#) SUBMIT ANY CLAIMS TO YOUR INSURANCE CARRIER AS YOUR AGENT.

5. PROHIBITED USE OF THE CAR

NEITHER YOU NOR ANY AUTHORIZED OPERATOR MAY:

- a. PERMIT THE USE OF THE CAR BY ANYONE OTHER THAN YOU OR AN AUTHORIZED OPERATOR;
- b. INTENTIONALLY DESTROY, DAMAGE OR AID IN THE THEFT OF THE CAR;
- c. TAKE OR ATTEMPT TO TAKE THE CAR INTO MEXICO OR TO ANYWHERE ELSE OUTSIDE OF THE UNITED STATES OR CANADA, EXCEPT AS EXPRESSLY PERMITTED UNDER THIS AGREEMENT;
- d. ENGAGE IN ANY WILLFUL OR WANTON MISCONDUCT, WHICH, AMONG OTHER THINGS, MAY INCLUDE RECKLESS CONDUCT SUCH AS: THE FAILURE TO USE SEAT BELTS, THE FAILURE TO USE CHILD SEATS OR OTHER CHILD RESTRAINTS WHERE LEGALLY REQUIRED, USE OF THE CAR WHEN OVERLOADED OR CARRYING PASSENGERS IN EXCESS OF THE NUMBER OF SEAT BELTS IN THE CAR, USE OFF PAVED ROADS OR ON ROADS WHICH ARE NOT REGULARLY MAINTAINED, REFUELING THE CAR WITH THE WRONG TYPE OF FUEL, I.E., DIESEL IN A GASOLINE ENGINE OR GASOLINE IN A DIESEL ENGINE, RECHARGING AN ELECTRIC VEHICLE USING NON-CERTIFIED OR INCOMPATIBLE CHARGING ADAPTERS OR OTHER EQUIPMENT, LEAVING THE CAR AND FAILING TO REMOVE THE KEYS, OR FAILING TO CLOSE AND LOCK ALL DOORS, CAR WINDOWS OR THE TRUNK;
- e. USE OR PERMIT THE USE OF THE CAR BY ANYONE:
 - 1. WHILE LEGALLY INTOXICATED OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR OTHER ABSORBED



ELEMENTS WHICH MAY ADVERSELY AFFECT A PERSON'S ABILITY TO DRIVE SAFELY;

2. FOR ANY PURPOSE THAT COULD PROPERLY BE CHARGED AS A CRIME, SUCH AS THE ILLEGAL TRANSPORTATION OF PERSONS, DRUGS OR CONTRABAND OR ANY DIRECT OR INDIRECT ACT OF TERRORISM INVOLVING THE CAUSING OR THREATENING OF HARM OF WHATEVER NATURE AND BY WHATEVER MEANS MADE OR CLAIMED TO BE MADE IN WHOLE OR PART FOR POLITICAL, RELIGIOUS, IDEOLOGICAL OR SIMILAR PURPOSE;

3. TO TOW OR PUSH ANYTHING OR ALLOW THE CAR TO BE TOWED WITHOUT HERTZ'S EXPRESS PERMISSION;

4. IN A SPEED TEST, SPEED CONTEST, RACE, RALLY, SPEED ENDURANCE CONTEST OR DEMONSTRATION;

5. IN DRIVER TRAINING ACTIVITY;

6. TO CARRY PERSONS OR PROPERTY FOR HIRE (i.e., FOR A CHARGE OR FEE), UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY HERTZ;

7. IF THE CAR HAS BEEN OBTAINED FROM [HERTZ](#) BY FRAUD OR MISREPRESENTATION; OR

8. TO CARRY HAZARDOUS MATERIALS (OTHER THAN CUSTOMARY QUANTITIES OF MATERIALS USED IN THE OPERATION OF THE CAR THAT ARE STORED WITHIN THE CONTAINERS PROVIDED FOR THEM), EXPLOSIVES, BIOLOGICALLY ACTIVE MATERIALS THAT ARE HAZARDOUS TO HUMAN HEALTH OR RADIOACTIVE MATERIAL INCLUDING, BUT NOT LIMITED TO, ANY BIOLOGICALLY ACTIVE OR RADIOACTIVE MATERIAL FOR RESEARCH, EDUCATION, DEVELOPMENT OR INDUSTRIAL PURPOSES, OR FOR PURPOSES INCIDENTAL THERETO;

f. FOR RENTALS IN HAWAII, TAKE OR ATTEMPT TO TAKE THE CAR OFF THE ISLANDS OF HAWAII; AND

g. FOR RENTALS IN PUERTO RICO OR ST. THOMAS, TAKE OR ATTEMPT TO TAKE THE CAR OFF THE ISLAND OF RENTAL.

ANY VIOLATION OF THE RENTAL AGREEMENT, INCLUDING ANY USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5:

i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WILL CAUSE YOU TO LOSE THE BENEFIT OF ANY LIMITATION ON YOUR LIABILITY FOR LOSS OF OR DAMAGE TO THE CAR, EVEN IF YOU HAVE PURCHASED LDW;

ii. TO THE EXTENT PERMITTED BY APPLICABLE LAW, VOID PERSONAL ACCIDENT INSURANCE ("PAI") AND PERSONAL EFFECTS COVERAGE ("PEC"), LIABILITY INSURANCE SUPPLEMENT ("LIS") COVERAGE, AND ANY LIABILITY PROTECTION PROVIDED BY [HERTZ](#) UNDER THIS AGREEMENT; AND



iii. WILL CONSTITUTE A BREACH OF THIS AGREEMENT, MAKING YOU RESPONSIBLE, TO THE FULLEST EXTENT PERMITTED BY LAW, FOR THE ACTUAL AND CONSEQUENTIAL DAMAGES TO [HERTZ](#) CAUSED BY THE BREACH, TOGETHER WITH HERTZ' RELATED COSTS AND ATTORNEYS' FEES.

6. PAYMENT OF CHARGES

You and any person, corporation or other entity to whom, with Hertz' consent, You expressly direct the charges in any way incurred under this Agreement ("Charges") to be billed, are jointly and severally responsible for payment of all charges. If You direct Charges to be billed to any person, corporation or other entity, You represent that You are authorized to do so. Charges not paid on time as required by this Agreement may be subject to a late payment fee. You may also be charged a fee for any check (or cheque) used for payment of Charges that is returned to [Hertz](#) unpaid or for any credit, charge, debit or stored value/prepaid/gift card charges which are not honored by the card issuer.

Payment for all Charges is due in cash or by a credit card, charge card, debit card or other device acceptable to Hertz and [Hertz](#) may charge the amount owed on the credit card, charge card, debit card or other device at any time during the rental or at the completion of the rental; however, special rules may apply for rentals which are paid for with prepaid vouchers or coupons—see below. You may be required to present a credit, charge or debit/check card at the commencement of rental and agree to permit [Hertz](#) to bill Charges to that card. By providing a form of payment, You authorize Hertz, our successors, assigns and agents to, from time to time, perform one or more checks on Your credit and /or other data sources that identify risk associated with a rental of the Car by You and/or your ability to pay the charges associated with a rental. [Hertz](#) may take action based on any such checks including without limitation declining to rent based on this information. Stored value/prepaid/gift cards are not, and debit cards may not be, acceptable to qualify for rental, but both types of cards may be used for payment at return. Charges not known to [Hertz](#) at the completion of the rental, as well as charges for damage to the vehicle which occur during the rental, are payable by You, or by the person, corporation or other entity to whom such Charges are to be billed, immediately upon receipt of an invoice therefore or by billing to the credit, charge or debit card presented at the time of rental, even if cash, another credit, charge or debit card or stored value/prepaid/gift card was used to pay for charges at the completion of the rental. The payment of Charges by use of a credit, charge, debit or stored value/prepaid/gift card is governed by the terms of Your agreement with the card issuer. IF YOU PRESENT A CREDIT, CHARGE CARD OR DEBIT/CHECK CARD AT THE COMMENCEMENT OF THE RENTAL, YOU AUTHORIZE [HERTZ](#) TO RESERVE CREDIT WITH, OR OBTAIN AN AUTHORIZATION FROM, THE CARD ISSUER AT THE TIME OF RENTAL, IN AN AMOUNT THAT MAY BE GREATER THAN THE ESTIMATED CHARGES, EXCLUSIVE OF ANY APPLICABLE DISCOUNTS OR PROMOTIONS THAT ARE APPLIED AT THE TIME OF RETURN. IF YOU USE A DEBIT/CHECK CARD TO QUALIFY FOR A RENTAL, [HERTZ](#) WILL NOT BE LIABLE FOR OVERDRAFT CHARGES, OR FOR ANY OTHER LOSSES OR LIABILITIES WHICH YOU MAY INCUR, IN THE EVENT THAT YOU OVERDRAW YOUR ACCOUNT AFTER [HERTZ](#) RECEIVES THIS AUTHORIZATION, IF THE AUTHORIZATION OBTAINED AT THE COMMENCEMENT OF THE RENTAL EXCEEDS THE ACTUAL CHARGES INCURRED IN CONNECTION WITH THE RENTAL, THERE MAY BE A DELAY BETWEEN THE TIME THAT THE CHARGES ARE RECEIVED BY YOUR CARD ISSUER AND THE TIME THAT THE CARD ISSUER RELEASES THE EXCESS. [HERTZ](#) WILL PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS FOR ALL ACTUAL CHARGES AT OR FOLLOWING THE COMPLETION OF THE RENTAL. [Hertz](#) may audit all Charges. If any errors are found, You will pay the corrected Charges. If payment was by credit, charge or debit card, You authorize [Hertz](#) to correct the Charges with the card issuer.



Hertz may from time-to-time issue prepaid vouchers, coupons represented either by documents or by entries in Hertz' records ("Vouchers") which may be used to pay rental charges subject to the terms and conditions of the Vouchers. Vouchers must be submitted at the time that the rental commences. Persons who pay by voucher may be required to pay the amount by which the estimated charges for the rental exceed the value of the Voucher at the commencement of the rental. Restrictions on the use of Vouchers may apply.

7. COMPUTATION OF CHARGES

a. TIME CHARGES are computed at the rates specified on the Rental Record for days, weeks, months, extra hours and extra days (including days in excess of any longer specified time period). THE MINIMUM RENTAL CHARGE IS FOR ONE RENTAL DAY. RENTAL DAYS CONSIST OF CONSECUTIVE 24-HOUR PERIODS STARTING AT THE TIME THE RENTAL BEGINS, OR ANY PORTION OF A CALENDAR DAY, AS NOTED ON THE RENTAL RECORD. The extra hours rate shown on the Rental Record is charged for each full or partial hour in excess of a rental day until such extra hours' charges equal the daily rate specified on the Rental Record for an extra day. RENTAL RATE IS SUBJECT TO INCREASE IF YOU RETURN THE CAR MORE THAN 24 HOURS BEFORE OR 24 HOURS AFTER THE SCHEDULED RETURN TIME. LATE RETURNS BEYOND 29 MINUTE GRACE PERIOD SUBJECT TO EXTRA HOUR AND/OR EXTRA DAY CHARGES. As stated in paragraph 3, if the Car is returned after hours, charges may continue to accrue until the return location reopens for business. IF YOU FAIL TO COMPLY WITH ANY CONDITIONS SPECIFIED ON THE RENTAL RECORD APPLICABLE TO SPECIAL RATES, HERTZ' OTHERWISE APPLICABLE RENTAL RATES WILL BE CHARGED. Any changes to your agreed upon return time, date, or location may result in a change to your quoted estimated rate total and the daily or hourly rate. Prices on Hertz' website are only valid for those customers booking from a source country in which they officially reside. If a rate is booked from a source country in which You do not reside, it will be considered a fraudulent booking and Hertz maintains the right to cancel such reservation and not provide a refund. Although Hertz attempts to ensure all Hertz prices quoted on booking channels are accurate, errors may sometimes occur. Hertz will inform You as soon as possible if Hertz discovers an error in the price of your reservation and give You the opportunity to confirm booking at the correct price or cancel. If You cancel and You have already paid for your rental, You will receive a full refund. If Hertz is unable to contact You, Hertz will treat your reservation as cancelled.

b. MILEAGE CHARGES, including those for extra miles, if any, are based on the per mile rate specified on the Rental Record. The number of miles driven is determined by subtracting the Car's odometer reading at the beginning of the rental from the reading when the Car is returned, excluding tenths of miles. The per mile rate is then multiplied by the number of miles driven or, in the case of extra miles, by the number of miles in excess of the number of miles allowed, as specified on the Rental Record. The result is the mileage Charge.

c. A SERVICE CHARGE may be applied if You return the Car to any location other than the location from which it is rented.

d. LDW, PERS, PAI/PEC and LIS CHARGES, if applicable, are due and payable in full for each full or partial rental day, at the rates specified on the Rental Record.

e. TAXES, TAX REIMBURSEMENTS, VEHICLE LICENSING FEES, AIRPORT AND/OR HOTEL RELATED FEES AND



FEE RECOVERIES, GOVERNMENTAL OR OTHER SURCHARGES AND SIMILAR FEES are charged/recovered at the rates specified on the Rental Record or as otherwise required by applicable law.

f. TOLL, PARKING & TRAFFIC OCCURRENCES/VIOLATIONS: YOU WILL BE RESPONSIBLE FOR AND PAY ALL TOLL OCCURRENCES, ALL PARKING (INCLUDING PRIVATE OPERATED PARKING FACILITIES), TRAFFIC AND TOLL FEES, COSTS, VIOLATIONS, OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUND FEES AND ALL TICKETS CHARGED TO THE CAR ARISING OUT OF THE USE, POSSESSION OR OPERATION OF THE CAR BY YOU OR BY AN AUTHORIZED OPERATOR OR OTHERWISE. You authorized Hertz to release Your billing/rental information and charge or debit card information or billing account information and information regarding Your rental to American Traffic Solutions Consolidated, LLC, PlatePass LLC, or any other vendor engaged by Hertz with respect to toll, parking and traffic occurrences (together with their affiliated entities, collectively, "TPT Vendor") for the exclusive purpose of processing and billing for unpaid fees from toll and parking occurrences (including fees and costs assessed by privately operated parking facilities and/or their agents), and any toll, parking or traffic violations, fines, penalties, and related fees or costs (and for TPT Vendor services, if utilized). You also agree to indemnify Hertz and/or TPT Vendor, if they pay same. You agree to pay, upon billing by Hertz or TPT Vendor, applicable service fees (typically up to \$42.00) and other fees related to such toll or parking occurrences (including fees and costs assessed by privately operated parking facilities and/or their agents) or toll, parking or traffic violations, fines, penalties and related fees or costs. You further agree that Hertz and/or TPT Vendor may provide information about You to a court, governmental agency, privately-owned or operated parking provider, or associated payment processor or debt collector for each unpaid toll or parking occurrence and any toll, parking traffic or other violations, fines, penalties, or citations incurred during Your rental. You further understand that Hertz and /or TPT Vendor may furnish information regarding You, including but not limited to Your name, address and driver's license number to the governmental agency, court, privately-owned or operated parking provider, or associated payment processor or debt collector responsible for issuing or enforcing unpaid toll or parking occurrences and toll, parking or other violations, fines, penalties or citations that You incur during Your rental. **For rentals throughout the U.S., including Hawaii: The amount of the service fee which You will be charged if Hertz or TPT Vendor is required to pay for such an infraction or toll occurrence is up to \$42.00 per toll occurrence or citation. You are encouraged to pay directly to the court, county government or other appropriate agency the applicable tolls, fines, costs, monetary assessments, penalties, fees, surcharges or other charges.**

g. RECOVERY EXPENSE consists of all costs of any kind incurred by Hertz in recovering the Car either under this Agreement, or if it is seized by governmental authorities as a result of its use by You, any Authorized Operator or any other operator with Your, his or her permission, including, but not limited to, all attorneys' fees and court costs.

h. COLLECTION EXPENSE consists of all third party, out-of-pocket costs of any kind incurred by Hertz in collecting Charges from You or the person, corporation or other entity to whom they are billed, including, but not limited to, reimbursing Hertz for the fees incurred from retaining a third-party collection agency to collect debts owed by You. Where permitted by applicable law, certain third-party collection fees may be based on a percentage of the debt You owe, at a maximum of thirty-five percent (35%). Where permitted by applicable law, You further agree to reimburse Hertz for all other actual costs and expenses incurred by Hertz, including reasonable attorneys' fees and court costs and expenses incurred by Hertz, in such collection efforts. You agree that the costs collected pursuant to this Agreement are reasonable.



i. LATE PAYMENT FEES may be applied to any balance due for Charges that are not paid within 30 days of Hertz' mailing an invoice for such Charges to You or the person to whom they are to be billed. Such invoice may be mailed either to Your or their address specified at time of rental, or Your or their billing address on file with Hertz.

j. FINES AND OTHER EXPENSES include, but are not limited to, fines, penalties, attorneys' fees and court costs assessed against or paid by [Hertz](#) resulting from the use of the Car by You, any Authorized Operator or any other operator with Your, his or her permission.

k. CHARGES FOR ADDITIONAL SERVICES, such as In car Navigation System, alternative GPS or other navigation systems, and infant and toddler car seats, if applicable, will be charged at the rates specified on the Rental Record. Charges for additional services, if stated on the Rental Record as a daily rate, are due and payable for each full or partial rental day.

l. RETURN CHANGE FEE. A one-time Return Change Fee of \$10 will be applied if You desire to extend your rental more than 12 hours past the return date/time or return the Car to a different location. You must notify [Hertz of such a change](#) by calling 1-800-654-4174, by going online at www.hertz.com or utilizing the [Hertz](#) app at least 12 hours prior to your scheduled return date /time. Failure to notify Hertz of any change in your scheduled return date/time or location will result in a one-time fee of \$50 plus the cost of the rental based on the actual day and location of return. In addition, Rental rates are subject to increase if any change is made to your rental, including a change to extend the rental or changing the return location (drop fees may apply).

m. LATE RETURN FEE. Vehicles returned 30 minutes late or more are charged for an additional part or full day, depending on the time of return. For vehicles returned more than 12 hours late an additional charge of \$12 per day, up to a maximum of 5 days (\$60), will also be applied.

n. LOST KEYS/KEY FOBs/LOCKOUTS If You lose the keys/key fob to the Car, [Hertz](#) may charge You for the cost of replacing the keys or key fob and for the cost of delivering replacement keys/key fob (if possible) or towing the Car to the nearest [Hertz](#) location. If You lock the keys/key fob in the Car and request assistance from Hertz, [Hertz](#) may charge You for the cost of delivering replacement keys/key fob (if possible) or towing the Car to the nearest [Hertz](#) location.

o. LOST/BROKEN GPS UNITS, CAR SEATS, ETC. If GPS units, Car Seats, or any other separately provided product is lost, stolen, or broken while on rent, You must notify Hertz, and You will be responsible for replacement, delivery, and service costs.

p. SMOKING FEE. In the event it is determined by [Hertz](#) personnel that You smoked in the car (based on odor, test strips, or other mechanisms) or the car smells of cigarette, marijuana, or other smoke, You will be charged a \$400 fee.

q. ANY OTHER CHARGES specified on the Rental Record will be charged at the applicable rates specified on the Rental Record. Any such charges which are stated on the Rental Record as a daily rate shall be due and payable for each full or partial rental day.



r. Charges will continue to accrue until the Car is returned to [Hertz](#) or, if the Car has been stolen, until You report the theft both to the police in the jurisdiction in which the theft occurs and to Hertz.

8. REFUELING OPTIONS

Most [Hertz](#) rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

1. IF YOU DO NOT PURCHASE FUEL FROM [HERTZ](#) AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay [Hertz](#) a charge for fuel. In some instances, in-vehicle technologies and telematics devices, including global positioning technology, may be used to confirm that the level of fuel in the Car is at least as much as it was in it when You received it.

2. IF YOU DO NOT PURCHASE FUEL FROM [HERTZ](#) AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, [Hertz](#) will charge You a Fuel and Service Charge at the applicable per-mile/kilometer or per-gallon rate specified on the Rental Record.

a. The per-mile/kilometer rate is used if You do not refuel the vehicle during the rental but drive the vehicle less than 75 miles. To calculate this amount, [Hertz](#) multiplies the number of miles driven during the rental, as shown on the Car's odometer, times the per-mile/kilometer rate shown on the Rental Record.

b. The per-gallon rate is used if the tank is not as full when You return the Car as when You received it. To calculate this amount, [Hertz](#) multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE/KILOMETER AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

3. IF YOU CHOOSE TO PURCHASE FUEL FROM [HERTZ](#) AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following cases:

a. For rentals in Hawaii, if You return the Car with a full tank of fuel, You will receive a credit for the amount previously charged for the purchase of fuel from Hertz.

b. For rentals other than Replacement Rentals, if You drive the Car 75 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from [Hertz](#) and will be charged for the fuel used at the per-mile rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a) OR (b) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN. IN CERTAIN INSTANCES, [HERTZ](#) EMPLOYS THE USE OF IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY, TO CALCULATE THE AMOUNT OF FUEL USED IF YOU DO NOT PURCHASE FUEL AT THE BEGINNING OF YOUR RENTAL AND CHOOSE TO RETURN THE CAR WITH LESS FUEL IN THE TANK THAN BEFORE YOU LEFT THE LOT. THE USE OF THESE IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY, IS NOT INTENDED TO BE AN ACCURATE MEASUREMENT OF THE AMOUNT OF FUEL IN THE TANK, BUT INSTEAD, IS A REPLACEMENT FOR AND/OR CONFIRMATION OF THE VISUAL ESTIMATE CONDUCTED BY MANUAL READ. ANY AMOUNT OF FUEL CHARGED IS LIMITED SOLELY TO THE ESTIMATE PROVIDED BY THESE



DEVICES, REGARDLESS OF THE AMOUNT OF FUEL IN THE CAR. YOU MAY ELECT FOR A "VISUAL CONFIRMATION" OF THE TELEMATICS ESTIMATE UPON RETURN OF THE CAR. FURTHER, YOU MAY ALWAYS OPT OUT OF THIS OPTION ALTOGETHER BY PURCHASING FUEL AT THE BEGINNING OF THE RENTAL.

9. ARBITRATION PROVISION AND CLASS ACTION WAIVER

THIS SECTION 9 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. PLEASE READ THIS SECTION AND THE REST OF THE AGREEMENT CAREFULLY. BY AGREEING TO THESE TERMS, YOU AND **HERTZ** AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION WITH LIMITED EXCEPTIONS. NEITHER PARTY WILL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN THIS SECTION 9.

1. THIS AGREEMENT REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS. YOU AND **HERTZ** ARE WAIVING THE RIGHT TO SUE IN COURT, HAVE A TRIAL BY JURY, OR PROCEED ON A CLASS ACTION, REPRESENTATIVE, OR COLLECTIVE BASIS. BY ENTERING INTO THIS AGREEMENT, YOU AND **HERTZ** AGREE TO THIS ARBITRATION PROVISION.

2. PRE-ARBITRATION INFORMAL DISPUTE RESOLUTION. YOU AND **HERTZ** AGREE THAT IN THE EVENT OF ANY DISPUTE BETWEEN YOU AND **HERTZ**, WE WILL FIRST MEET TO CONFER TELEPHONICALLY OR VIA VIDEOCONFERENCE IN A GOOD FAITH EFFORT TO RESOLVE INFORMALLY ANY DISPUTE PRIOR TO ANY FORMAL PROCEEDING, INCLUDING AN ARBITRATION PROCEEDING. A PARTY INITIATING A DISPUTE WILL FIRST SEND A NOTICE OF DISPUTE TO THE OTHER PARTY WITH ITS INTENT TO INITIATE A CONFERENCE. THESE CONFERENCES SHALL OCCUR WITHIN 30 DAYS OF RECEIPT OF THE NOTICE OF DISPUTE. LEGAL COUNSEL FOR THE PARTY WHO INITIATED THE DISPUTE MAY REPRESENT THE PARTY AT THE CONFERENCE, BUT THE PARTY MUST ALSO ATTEND THE CONFERENCE. IF THE DISPUTE REMAINS UNRESOLVED WITHIN 60 DAYS OF NOTICE, EITHER PARTY MAY INITIATE FORMAL PROCEEDINGS. BOTH YOU AND **HERTZ** AGREE THAT THIS DISPUTE RESOLUTION PROCEDURE IS A CONDITION PRECEDENT WHICH MUST BE SATISFIED BEFORE INITIATING ANY ARBITRATION AGAINST THE OTHER PARTY.

3. ARBITRATION PROVISION. YOU AND **HERTZ** AGREE TO RESOLVE ALL DISPUTES ARISING BETWEEN US THROUGH FINAL AND BINDING ARBITRATION EXCEPT FOR DISPUTES (1) WITHIN THE JURISDICTION OF A SMALL CLAIMS COURT, (2) DISPUTES WHERE THE SOLE FORM OF RELIEF IS INJUNCTIVE RELIEF, AND (3) DISPUTES RELATING TO THE ENFORCEMENT OR VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY.

THE FEDERAL ARBITRATION ACT ("FAA") GOVERNS THE ENFORCEMENT AND INTERPRETATION OF THE ARBITRATION PROVISIONS. HOWEVER, THE ARBITRATOR WILL APPLY APPLICABLE SUBSTANTIVE LAW CONSISTENT WITH THE FAA AND THE APPLICABLE STATUTE OF LIMITATIONS OR CONDITION PRECEDENT TO SUIT.

4. OPT-OUT. YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT BY NOTIFYING US WITHIN 30 DAYS AFTER YOU FIRST ACCEPT THE TERMS OR FOR EXISTING LOYALTY MEMBERS, WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE UPDATED TERMS. TO OPT OUT, PLEASE EMAIL US AT NO.ARBITRATION@HERTZ.COM OR MAIL TO THE HERTZ CORPORATION, 8501 WILLIAMS ROAD, ESTERO,



FL 33928, ATTN: LEGAL DEPARTMENT. INCLUDE YOUR NAME, ADDRESS, PHONE NUMBER, EMAIL ADDRESS, RENTAL AGREEMENT NUMBER (IF APPLICABLE), AND A CLEAR STATEMENT THAT YOU DO NOT AGREE TO THIS ARBITRATION PROVISION. IF YOU HAVE PREVIOUSLY NOTIFIED **HERTZ** OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

5. AUTHORITY OF ARBITRATOR AND PROCEDURE. THE ARBITRATOR SHALL HAVE THE EXCLUSIVE AUTHORITY TO DECIDE DISPUTES REGARDING HIS OR HER OWN JURISDICTION, AND ANY OBJECTIONS WITH RESPECT TO THE EXISTENCE, ENFORCEABILITY, SCOPE, OR VALIDITY OF THIS ARBITRATION PROVISION. ONLY A COURT OF COMPETENT JURISDICTION, NOT AN ARBITRATOR, SHALL HAVE THE AUTHORITY TO DECIDE (1) ALL DISPUTES ARISING OUT OF OR RELATING TO SECTION 9.7, INCLUDING ANY CLAIM THAT ALL OR PART OF SECTION 9.7 IS UNENFORCEABLE, ILLEGAL, VOID OR VOIDABLE, OR THAT SECTION 9.7 HAS BEEN BREACHED; (2) EXCEPT AS EXPRESSLY CONTEMPLATED IN SECTION 9.7, ALL DISPUTES ABOUT THE PAYMENT OF ARBITRATION FEES; (3) ALL DISPUTES ABOUT WHETHER EITHER PARTY HAS SATISFIED ANY CONDITION PRECEDENT TO ARBITRATION; AND (4) ALL DISPUTES ABOUT WHICH VERSION OF THE ARBITRATION AGREEMENT APPLIES.

6. AAA RULES GOVERN DISPUTES. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") WILL ADMINISTER ANY ARBITRATION PURSUANT TO ITS CONSUMER ARBITRATION RULES (THE "RULES"), INCLUDING ANY SUPPLEMENTARY PROCEDURES AVAILABLE FOR CONSUMER-RELATED DISPUTES AT THE TIME. YOU CAN OBTAIN THE RULES AT WWW.ADR.ORG. TO THE EXTENT THAT THERE IS ANY DIFFERENCE BETWEEN THIS AGREEMENT AND THE AAA RULES, THIS AGREEMENT CONTROLS THE PARTIES' DISPUTE. YOU OR WE MAY COMMENCE AN ARBITRATION BY PROVIDING A WRITTEN DEMAND FOR ARBITRATION TO THE OTHER (TO **HERTZ** – THE **HERTZ** CORPORATION, 8501 WILLIAMS ROAD, ESTERO, FL 33928, ATTN: ARBITRATION) AND TWO (2) COPIES OF THE DEMAND TO AAA. THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS UNLESS OTHERWISE AGREED. THE ARBITRATION PROCEEDING WILL NOT BE CONSOLIDATED WITH ANY OTHER MATTERS OR JOINED WITH ANY OTHER CASES OR PARTIES, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.7. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO GRANT MOTIONS DISPOSITIVE OF ALL OR PART OF ANY DISPUTE. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF AS WELL AS MONETARY RELIEF. THE ARBITRATOR SHALL ISSUE A WRITTEN AWARD AND STATEMENT OF DECISION DESCRIBING THE ESSENTIAL FINDINGS AND CONCLUSIONS ON WHICH THE AWARD IS BASED, INCLUDING THE CALCULATION OF ANY DAMAGES AWARDED. THE AWARD OF THE ARBITRATOR IS FINAL AND BINDING UPON YOU AND US. AN ARBITRATION AWARD AND ANY JUDGMENT APPLIES ONLY TO THE SPECIFIC PARTIES IN THAT CASE AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF. JUDGMENT ON THE ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

7. COORDINATED OR MASS ARBITRATIONS. IF YOU FILE A CLAIM IN ARBITRATION THAT IS SIMILAR TO THOSE OF AT LEAST 25 OTHER CLAIMANTS (I.E., THE CLAIMS ARE BASED UPON THE SAME OR SIMILAR FACTS, EVENTS, OR LEGAL CLAIMS), AND IF YOU AND THOSE OTHER CLAIMANTS ARE REPRESENTED BY THE SAME LAWYERS, OR BY LAWYERS WHO ARE COORDINATING WITH EACH OTHER, YOU AND WE AGREE THAT THESE CLAIMS WILL BE CONSIDERED "RELATED CASES." FOR RELATED CASES, THE AAA SHALL (1) ADMINISTER THE ARBITRATION DEMANDS IN BATCHES OF 100 ARBITRATION NOTICES PER BATCH (PLUS, TO THE EXTENT THERE ARE LESS THAN 100 ARBITRATION NOTICES LEFT OVER AFTER THE BATCHING DESCRIBED ABOVE, A FINAL BATCH CONSISTING OF THE REMAINING ARBITRATION



NOTICES), OR IN A SINGLE BATCH IF THERE ARE FEWER THAN 100 ARBITRATION NOTICES IN TOTAL; (2) APPOINT ONE ARBITRATOR FOR EACH BATCH; (3) ADMINISTER THE BATCHES CONCURRENTLY; AND (4) PROVIDE FOR THE RESOLUTION OF EACH BATCH AS A SINGLE CONSOLIDATED ARBITRATION WITH ONE SET OF FILING AND ADMINISTRATIVE FEES DUE PER SIDE PER BATCH, ONE PROCEDURAL CALENDAR, ONE HEARING (IF ANY) IN A PLACE TO BE DETERMINED BY THE ARBITRATOR, AND ONE FINAL AWARD. ARBITRATION AWARDS IN ONE BATCH OF ARBITRATION DEMANDS SHALL HAVE NO PRECEDENTIAL EFFECT ON OTHER RELATED ADMINISTERED BATCHES.

8. CLASS ACTION WAIVER. WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND **HERTZ** EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM, OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). YOU AND **HERTZ** AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND **HERTZ** EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM.

9. SEVERABILITY. EXCEPT WITH RESPECT TO SECTIONS 9.7 OR 9.8, IF ANY PART OF THE ARBITRATION PROVISION IS UNENFORCEABLE, THEN THE REMAINING PROVISIONS WILL CONTINUE TO APPLY. IF SECTIONS 9.7 OR 9.8 ARE LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID.

10. VENUE AND CHOICE OF LAW. IF THIS ARBITRATION PROVISION IS DEEMED NOT TO APPLY BY A COURT OF COMPETENT JURISDICTION, THE PARTIES IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE LAWS OF THE STATE OF FLORIDA. THE PARTIES FURTHER AGREE TO THE PERSONAL JURISDICTION BY AND VENUE IN THE STATE AND FEDERAL COURTS IN LEE COUNTY, FLORIDA, AND WAIVE ANY OBJECTION TO SUCH JURISDICTION OR VENUE.

10. RESPONSIBILITY FOR PROPERTY

YOU AGREE THAT **HERTZ** IS NOT RESPONSIBLE TO YOU, ANY AUTHORIZED OPERATORS OR ANYONE ELSE FOR ANY LOSS OF OR DAMAGE TO YOUR OR THEIR PERSONAL PROPERTY CAUSED BY YOUR OR THEIR ACTS OR OMISSIONS, THOSE OF ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY **HERTZ**' NEGLIGENCE. YOU AND ANY AUTHORIZED OPERATORS HEREBY WAIVE ANY CLAIM AGAINST **HERTZ**, ITS AGENTS OR EMPLOYEES, FOR LOSS OF OR DAMAGE TO YOUR OR ANYONE ELSE'S PERSONAL PROPERTY, WHICH INCLUDES, WITHOUT LIMITATION, PROPERTY LEFT IN ANY **HERTZ** VEHICLE OR BROUGHT ON **HERTZ**' PREMISES, CAUSED BY YOU OR ANY AUTHORIZED OPERATOR, BY ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY **HERTZ**' NEGLIGENCE WHETHER IN WHOLE OR IN PART. YOU AND ANY AUTHORIZED OPERATORS AGREE TO INDEMNIFY AND HOLD **HERTZ** HARMLESS FROM ANY CLAIM AGAINST **HERTZ** FOR LOSS OF OR DAMAGE TO PERSONAL PROPERTY THAT IS CONNECTED WITH ANY RENTAL UNDER THIS AGREEMENT.

11. LIABILITY PROTECTION



THE FOLLOWING SUBPARAGRAPH (a) APPLIES IF THE PROVISIONS OF YOUR CDP NUMBER OR RATE PLAN SHOWN ON THE RENTAL RECORD, IF ANY, INCLUDE THE EXTENSION BY [HERTZ](#) OF LIABILITY PROTECTION. SUBPARAGRAPH a. ALSO APPLIES TO RENTALS COMMENCING IN THOSE U.S. JURISDICTIONS WHICH HAVE LAWS WHICH REQUIRE THAT CAR RENTAL COMPANIES PROVIDE PRIMARY LIABILITY PROTECTION, OR, IN THE CASE OF A REPLACEMENT RENTAL, THE APPLICABLE CONTRACT, IF ANY, BETWEEN [HERTZ](#) AND THE AUTOMOBILE INSURER WHICH IS RESPONSIBLE FOR THE DAMAGE TO OR LOSS OF YOUR VEHICLE (A "RESPONSIBLE INSURER"), INCLUDE THE EXTENSION BY [HERTZ](#) OF LIABILITY PROTECTION AND YOU HAVE PAID FOR SUCH LIABILITY PROTECTION.

a. WITHIN THE LIMITS STATED IN THIS SUBPARAGRAPH, [HERTZ](#) WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND YOU AND ANY OTHER AUTHORIZED OPERATORS FROM AND AGAINST LIABILITY TO THIRD PARTIES, WHICH BY DEFINITION EXCLUDES ANY OF YOUR OR ANY AUTHORIZED OPERATORS' FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM, FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE, IF THE ACCIDENT RESULTS FROM THE USE OF THE CAR AS PERMITTED BY THIS AGREEMENT. THE LIMITS OF THIS PROTECTION, INCLUDING OWNER'S LIABILITY, ARE THE SAME AS THE MINIMUM LIMITS REQUIRED BY THE AUTOMOBILE FINANCIAL RESPONSIBILITY LAW OF THE JURISDICTION IN WHICH THE ACCIDENT OCCURS, UNLESS HIGHER LIMITS APPLY FOR THE CDP NUMBER OR RATE PLAN SHOWN ON THE RENTAL RECORD. THESE LIMITS MAY NOT BE ADEQUATE TO FULLY COVER YOUR LIABILITY IN THE EVENT THAT YOU ARE INVOLVED IN AN ACCIDENT. THIS PROTECTION WILL CONFORM TO THE BASIC REQUIREMENTS OF ANY APPLICABLE MANDATORY "NO FAULT" LAW BUT DOES NOT INCLUDE "UNINSURED MOTORIST," "UNDERINSURED MOTORIST," "SUPPLEMENTARY NO FAULT" OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, [HERTZ](#) HAS, AS THE INSURED, WAIVED AND REJECTED THE INCLUSION OF ANY SUCH COVERAGE. IF such protection is imposed by operation of law, then the limits of such protection will be the minimum required for primary liability protection by the law of the jurisdiction in which the accident occurs. [Hertz](#) warrants that the protection described in this subparagraph is primary with respect to any insurance coverage which You or an Authorized Operator may have. TO THE EXTENT PERMITTED BY LAW, HERTZ' DEFENSE OBLIGATIONS TO YOU OR ANY AUTHORIZED OPERATOR HEREUNDER SHALL CEASE AFTER THE APPLICABLE LIMITS OF LIABILITY PROTECTION ARE TENDERED OR EXHAUSTED.

THE FOLLOWING SUBPARAGRAPH (b) APPLIES FOR ALL RENTALS OTHER THAN THOSE NOTED IN SUBPARAGRAPH (a)

b. IF YOU DO NOT PURCHASE LIABILITY INSURANCE SUPPLEMENT (LIS) (A SUMMARY OF LIS COVERAGE APPEARS BELOW) AT THE COMMENCEMENT OF THE RENTAL AND AN ACCIDENT RESULTS FROM THE USE OF THE CAR, YOUR INSURANCE AND THE INSURANCE OF THE OPERATOR OF THE CAR WILL BE PRIMARY. WHERE PERMITTED BY LAW, [HERTZ](#) DOES NOT PROVIDE ANY THIRD-PARTY LIABILITY PROTECTION COVERING THIS RENTAL. YOU AGREE THAT YOU AND YOUR INSURANCE COMPANY WILL BE RESPONSIBLE FOR HANDLING, DEFENDING AND PAYING ALL THIRD-PARTY CLAIMS FOR BODILY INJURY, INCLUDING DEATH OR PROPERTY DAMAGE CAUSED BY OR ARISING FROM THE USE OR OPERATION OF THE CAR DURING THE RENTAL (THIRD-PARTY CLAIMS). YOU REPRESENT AND WARRANT THAT YOUR INSURANCE IS SUFFICIENT TO SATISFY THE MINIMUM APPLICABLE FINANCIAL RESPONSIBILITY AS REQUIRED BY LAW.



YOU AGREE TO INDEMNIFY AND HOLD **HERTZ** HARMLESS FROM AND AGAINST, AND WILL DEFEND **HERTZ** AGAINST, ANY AND ALL LOSS, LIABILITY OR DAMAGES WHATSOEVER CAUSED BY OR ARISING OUT OF THE USE OR OPERATION OF THE CAR DURING THE RENTAL PLUS COSTS AND ATTORNEYS' FEES. UNLESS REQUIRED BY LAW, **HERTZ** DOES NOT PROVIDE ANY "UNINSURED" OR "UNDERINSURED" MOTORIST PROTECTION, PHYSICAL DAMAGE PROTECTION FOR THE CAR, "NO-FAULT" OR OTHER OPTIONAL PROTECTION IN CONNECTION WITH THE RENTAL AND **HERTZ** AND YOU HEREBY WAIVE AND REJECT, TO THE EXTENT PERMITTED BY LAW, INCLUSION OF SUCH PROTECTION. WHERE **HERTZ** IS REQUIRED BY LAW TO PROVIDE ANY PROTECTION IN SPITE OF THIS AGREEMENT, SUCH PROTECTION SHALL BE SECONDARY OVER AND ABOVE ANY OTHER POLICIES (WHETHER PRIMARY OR EXCESS), IN AN AMOUNT NOT TO EXCEED THE MINIMUM STATUTORY FINANCIAL RESPONSIBILITY LIMITS OF THE JURISDICTION IN WHICH THE ACCIDENT OCCURS. **HERTZ** MAY PROVIDE SUCH LIABILITY PROTECTION UNDER A CERTIFICATE OF SELF-INSURANCE OR AN INSURANCE POLICY.

FOR RENTALS COMMENCING IN FLORIDA: Florida law requires Hertz' liability protection and personal injury protection to be primary unless otherwise stated. Therefore, **Hertz** hereby informs You that the valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss.324.021 (7) and 627.736, Florida statutes, unless Your CDP number or rate plan includes the extension by **Hertz** of liability protection or You purchase the optional LIS. Primary insurance means that, in the event of a covered loss, Your insurance or that of the Authorized Operator would be responsible for the payment of personal injury or property damage claims up to the limits of that insurance.

c. YOU AND ALL OPERATORS WILL INDEMNIFY AND HOLD **HERTZ**, ITS AGENTS, EMPLOYEES AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, ATTORNEYS' FEES AND EXPENSE OF ANY KIND (A "LOSS") , ARISING FROM THE USE OR POSSESSION OF THE CAR BY YOU OR ANY OTHER OPERATOR(S) WITH YOUR, HIS OR HER PERMISSION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES INCURRED BY **HERTZ** TO ENFORCE ANY OF ITS RIGHTS HEREUNDER, UNLESS SUCH LOSS ARISES OUT OF **HERTZ**' SOLE NEGLIGENCE.

FOR RENTALS COMMENCING IN MARYLAND EFFECTIVE JANUARY 1, 2020: ON REPLACEMENT VEHICLE RENTALS, YOUR INSURANCE OR THE INSURANCE OF THE OPERATOR OF THE CAR WILL BE PRIMARY INSURANCE FOR THE CAR ON A REPLACEMENT RENTAL AND ANY LIABILITY PROTECTION PROVIDED BY **HERTZ WILL BE SECONDARY UNLESS YOUR CDP NUMBER OR RATE PLAN INCLUDES THE EXTENSION BY **HERTZ** OF LIABILITY PROTECTION OR YOU PURCHASE OPTIONAL LIS. PRIMARY INSURANCE MEANS THAT, IN THE EVENT OF A LOSS, YOUR INSURANCE OR THAT OF THE AUTHORIZED OPERATOR WOULD BE RESPONSIBLE FOR THE PAYMENT OF PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS UP TO THE LIMIT OF THAT INSURANCE.**

FOR RENTALS COMMENCING IN MARYLAND EFFECTIVE JANUARY 1, 2020: EXCEPT FOR COVERAGE PROVIDED BY THE MARYLAND AUTOMOBILE INSURANCE FUND, WITH RESPECT TO A RENTAL VEHICLE THAT IS NOT A REPLACEMENT VEHICLE, YOUR INSURANCE OR THE INSURANCE OF THE OPERATOR OF THE CAR WILL BE PRIMARY INSURANCE FOR THE CAR ON **HERTZ' CONFIRMATION WITH YOUR INSURANCE CARRIER OR THE INSURANCE CARRIER OF THE OPERATOR OF THE CAR THAT**



YOUR INSURANCE OR THE INSURANCE OF THE OPERATOR OF THE CAR IS VALID AND COLLECTIBLE COVERAGE IN THE AMOUNTS REQUIRED FOR THE MINIMUM FINANCIAL RESPONSIBILITY LIMITS UNDER MARYLAND LAW WHILE THE CAR IS USED AS A RENTAL VEHICLE, UNLESS YOUR CDP NUMBER OR RATE PLAN INCLUDES THE EXTENSION BY [HERTZ](#) OF LIABILITY PROTECTION OR YOU PURCHASE OPTIONAL LIS. PRIMARY INSURANCE MEANS THAT, IN THE EVENT OF A LOSS, YOUR INSURANCE OR THAT OF THE OPERATOR OF THE CAR WOULD BE RESPONSIBLE FOR PAYMENT OF PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS UP TO THE LIMIT OF THAT INSURANCE.

FOR RENTALS COMMENCING IN MICHIGAN: Under Michigan law, [Hertz](#) is liable for an injury caused by the negligent operation of the Car only up to a maximum amount of US\$20,000 because of bodily injury or death of one person in any one accident and US\$40,000 because of bodily injury or death of two or more persons in any one accident, and only if the injury occurred while the Car was being operated by You, Your spouse or another Authorized Operator, or Your parent, sibling, child or other immediate family member. You may be liable to [Hertz](#) up to the maximum amounts specified in the preceding sentence and to an injured person for amounts awarded in excess of those maximum amounts.

IF YOU OR AN AUTHORIZED OPERATOR ALLOW AN UNAUTHORIZED OPERATOR TO USE THE CAR, ALL PROTECTION, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR MICHIGAN PERSONAL PROTECTION INSURANCE (PIP) NO-FAULT BENEFITS. LIABILITY INSURANCE SUPPLEMENT (LIS), LIMITED LOSS DAMAGE WAIVER, LOSS DAMAGE WAIVER. PARTIAL DAMAGE WAIVER, AND PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC) ARE VOID.

FRAUD EXCLUSION: ALL DAMAGE WAIVERS AND PROTECTION, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR MICHIGAN PERSONAL PROTECTION INSURANCE (PIP) NO-FAULT BENEFITS, LIABILITY INSURANCE SUPPLEMENT(LIS), LOSS DAMAGE WAIVER (LDW) AND PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC) ARE VOID IF YOU OR AN AUTHORIZED OPERATOR CONCEALED OR MISREPRESENTED, OR CONCEAL OR MISREPRESENT, ANY MATERIAL FACT OR CIRCUMSTANCE RELATING TO (i) THE RENTAL, (ii) CLAIMS RELATED TO ANY LOSS UNDER THE RENTAL, (iii) ANY CLAIM UNDER THE MICHIGAN NO-FAULT ACT, INCLUDING CLAIMS FOR MICHIGAN PERSONAL PROTECTION INSURANCE (PIP) BENEFITS AND (iv) ANY CLAIMS MADE AGAINST YOU OR AN AUTHORIZED OPERATOR UNDER THE MICHIGAN NO-FAULT ACT, INCLUDING CLAIMS FOR NEGLIGENCE, SUBJECT TO THE LIMITS AND REQUIREMENTS UNDER MICHIGAN'S MINIMUM MOTOR VEHICLE INSURANCE REQUIREMENTS UNDER MCL 257.520.

d. FOR RENTALS COMMENCING IN PENNSYLVANIA, YOU ARE REJECTING UNINSURED MOTORIST COVERAGE UNDER THIS AGREEMENT, AND ANY POLICY OF INSURANCE OR SELF-INSURANCE ISSUED UNDER THIS AGREEMENT, FOR YOU AND ALL OTHER PASSENGERS OF THE VEHICLE. UNINSURED MOTORIST COVERAGE PROTECTS YOU AND OTHER PASSENGERS IN THE VEHICLE FOR LOSSES AND DAMAGES SUFFERED IF INJURY IS CAUSED BY THE NEGLIGENCE OF A DRIVER WHO DOES NOT HAVE ANY INSURANCE TO PAY FOR LOSSES AND DAMAGES.

e. IF YOU ARE INVOLVED IN AN ACCIDENT IN COLORADO, [HERTZ](#) WILL PROVIDE BASIC NO-FAULT AND SUPPLEMENTAL NO-FAULT PERSONAL INJURY PROTECTION BENEFITS AS PRESCRIBED BY COLORADO LAW,



SUBJECT TO AN AGGREGATE LIMIT OF US\$200,000 FOR BODILY INJURY, INCLUDING DEATH, TO ANY ONE PERSON.

f. The Car may not be driven into Mexico without first obtaining specific written permission from Hertz, which permission may be withheld in Hertz' sole discretion. If permitted, You must first obtain through [Hertz](#) insurance valid in Mexico. [Hertz](#) does not provide any liability protection with this Agreement while a Car is in Mexico.

g. FOR RENTALS COMMENCING IN ST. THOMAS VIRGIN ISLANDS: Virgin Islands law mandates that a driver's own auto liability insurance is primarily responsible for any claim of damage or injury caused by the driver while operating a rental vehicle, with Virgin Island compulsory insurance carried by [Hertz](#) as secondary. You are required to provide the name of your own auto liability insurer to us at the time of rental. A full copy of the law, Title 20 VIC Sec. 419 (c), is available on request from the corporate office.

12. ACCIDENTS, THEFT, VANDALISM AND DAMAGE

You must promptly and properly report any accident, theft or vandalism involving the Car to [Hertz](#) and to the police in the jurisdiction in which such incident takes place. All damage to the vehicle, regardless of fault, must be reported to Hertz. You should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If You or any Authorized Operator receive any papers relating to such an incident, those papers must be promptly given to Hertz. You and any Authorized Operators must cooperate fully with Hertz' investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ALL LIABILITY PROTECTION, PAI/PEC, LIS, AND LDW. You and any Authorized Operators authorize [Hertz](#) to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

13. LIMITS ON LIABILITY

[Hertz](#) will not be liable to You or any Authorized Operators for any indirect, special or consequential damages (including lost profits) arising in any way out of any matter covered by this Agreement.

14. PRIVACY

[Hertz](#) may collect and use personally identifiable data about You in accordance with the [Hertz](#) Privacy Policy (the "Privacy Policy"). Pursuant to the Privacy Policy and applicable laws, You have the option to limit use, sale or sharing by [Hertz](#) of personally identifiable data about You for marketing purposes and You may access, correct, or delete certain data about You. The Privacy Policy explains these options and provides information about how to choose an option. A full copy of Hertz' Privacy Policy, which is incorporated herein by reference and subject to change by [Hertz](#) from time to time, may be obtained at the rental location at which Your rental commences or by clicking on the Privacy Policy link at www.hertz.com.

15. WAIVER OF CHANGE OF TERMS/GOVERNING LAW

- a. No term of this Agreement may be waived or changed except by a writing signed by an expressly authorized representative of Hertz. Rental representatives are not authorized to waive or change any term of this Agreement.
- b. This Agreement is governed by the substantive law of the jurisdiction in which the rental commences, without giving effect to



the choice of law rules thereof, and You irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

c. If any provision of this Agreement conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to the jurisdiction (but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

16. PAYMENTS TO INTERMEDIARIES

If You arranged for this rental through a travel agent, internet travel site, broker or other intermediary acting on Your behalf, [Hertz](#) or an affiliate of Hertz' licensor may have paid commissions or other payments to that party to compensate it for arranging such rentals. That compensation may be based in part on the overall volume of business that party books with [Hertz](#) or the overall volume of business that party books with affiliates and licensees of Hertz' licensor. For details on such compensation, You should contact that party.

17. DADE COUNTY WAIVER

a. Unless waived, a renter in Miami Dade County must be furnished a county approved visitor information map. These maps are generally furnished at all [Hertz](#) locations in Dade County. Each renter must either acknowledge receipt of the map at the commencement of each rental or waive his or her right to receive the map. By renting a Car under this Agreement, You waive Your right to receive such a map.

18. RECOVERY OF COSTS

Except if prohibited by applicable law or arbitration rule, in any arbitration or other legal proceeding between You and us, the prevailing party shall be entitled to receive from the other party the prevailing party's costs and expenses incurred in such arbitration or legal proceeding, including reasonable attorneys' fees, arbitration or court costs, and arbitrator's fees.

SUMMARY OF OPTIONAL SERVICES AVAILABLE FOR RENTALS IN THE UNITED STATES

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL OF THE PROVISIONS, LIMITATIONS AND EXCLUSIONS OF THE APPLICABLE LIABILITY INSURANCE SUPPLEMENT, PERSONAL PROTECTION PACKAGE, PERSONAL ACCIDENT INSURANCE AND PERSONAL EFFECTS COVERAGE (PAI COVERAGE NOT AVAILABLE IN NY) POLICIES (WHICH ARE AVAILABLE FOR INSPECTION AT THE CORPORATE OFFICE OR IN THE CASE OF PERSONAL ACCIDENT INSURANCE AND PERSONAL EFFECTS COVERAGE, THE POLICY OR CERTIFICATE AVAILABLE AT THE TIME OF PURCHASE) , AND THIS AGREEMENT. SINCE RENTALS FROM DIFFERENT LOCATIONS ARE COVERED BY DIFFERENT POLICIES, YOU SHOULD STATE THE LOCATION FROM WHICH THE CAR WILL BE RENTED WHEN REQUESTING A COPY OF A POLICY. FOR INFORMATION REGARDING THE OPTIONAL LOSS DAMAGE WAIVER, WHICH IS NOT INSURANCE, SEE SUBPARAGRAPHS 4.d, 4.e, 4.f AND 7.d OF THIS AGREEMENT.



The insurance policies offered by [Hertz](#) (LIS and PAI/PEC) may provide a duplication of coverage already provided by a renter's personal automobile insurance policy, homeowner's insurance policy, personal liability policy, or by another source of coverage. The purchase of these kinds of coverage is not required in order to rent a Car.

FOR RENTALS COMMENCING IN MARYLAND: You may not need the automobile insurance offered by Hertz. Your automobile insurance policy may provide coverage for Your liability while operating a rental vehicle. You should check the terms and conditions of Your automobile insurance policy to determine if coverage is provided for this rental. The purchase of insurance is not required as a condition of renting an automobile. In addition, if You are driving this rental vehicle due to an accident or repairs, state law may require Your personal automobile liability policy to provide coverage and purchase of any excess liability coverage may duplicate coverage required by law to be provided by the owner of the rental vehicle.

FOR RENTALS COMMENCING IN TEXAS: **You may not need the automobile liability insurance offered by us. Your Texas automobile policy provides coverage for Your liability while operating a rental vehicle. Automobile policies issued in other states or countries may also duplicate this coverage. The purchase of LIS is not required as a condition of renting a Car. This insurance does not apply to any bodily injury or property damage arising out of the use or permitting the use of a rental vehicle by any driver while under the influence of drugs or alcohol in violation of law.**

LIABILITY INSURANCE SUPPLEMENT (LIS)

SUMMARY OF COVERAGE

COVERAGE

If You elect to purchase LIS, coverage will be provided to You and any Authorized Operators under an excess automobile liability insurance policy provided by a third party.

LIMITS LIS provides protection from third party automobile liability claims for the difference between the liability protection limits provided under paragraph 10 and a maximum combined single limit of Three Hundred Thousand (US\$300,000) Dollars for bodily injury, including death, and property damage.

EXCLUSIONS

All exclusions, including claims arising from use of the Car as prohibited by this Agreement and claims by any of Your or any Authorized Operator's family members related by blood, marriage or adoption who resides with You or the Authorized Operator, are set forth in the applicable policy, a copy of which is available at the corporate office.

HOW TO OBTAIN/DECLINE COVERAGE

If You elect LIS on the Rental Record, coverage will be provided during the rental period. The daily Charge for LIS, which appears on the Rental Record, is due for each full or partial rental day.

NOTICE OF CLAIM

If You have purchased LIS, LIS coverage will automatically attach to a claim once You have properly reported the accident in accordance with paragraph 12.



PERSONAL PROTECTION PACKAGE (PAI AND PEC) SUMMARY OF COVERAGE (PAI NOT AVAILABLE IN NY)

HOW TO OBTAIN PERSONAL PROTECTION PACKAGE

If You purchase the Personal Protection Package (PAI and PEC) on the Rental Record, coverage will be provided during the rental period. Please note that the Personal Protection Package is not available separately and may only be taken in combination. The Daily Charge for the optional Personal Protection Package which appears on the Rental Record is due for each full and partial rental day. Coverage will be provided under a policy issued to Hertz.

PERSONAL ACCIDENT INSURANCE (PAI)

COVERAGE AND BENEFITS

The PAI policies provide coverage for bodily injury and death directly caused by an accident independent of all other causes where death occurs within twelve months following the bodily injury. The renter will be covered for any such accident during the rental period; passengers will also be covered, but only for accidents occurring while in, entering, or exiting the Car. Benefits include death benefits of US\$175,000 for the renter *(\$100,000 in MN) and US\$17,500 per passenger (\$10,000 in MN); PAI also provides limited coverage for certain medical expenses (benefits are limited to \$2,500 (\$3,500 in MN), including ambulance expenses up to \$250 (\$150 in MN). Benefits for any one accident are limited to US \$225,000 in the aggregate (\$130,000 in MN). These benefits are payable without regard to any other benefits which may be due under any other insurance policy. Medical expense coverage is available for bodily injury if within 30 days of the accident and upon the recommendation a qualified and licensed physician the insured is confined to a hospital, treated by a physician, transported to or from a hospital by a professional ambulance service and/or services rendered by a registered nurse, licensed practicing nurse, or nurse practitioner. Coverage is subject to various exclusions, terms and conditions, which may vary by state, and is not available in New York. Please review your policy or certificate for detail.

EXCLUSIONS

The policy does not insure, nor will any payment of any kind be made for bodily injury caused wholly or partly, directly or indirectly by (a) suicide, attempted suicide or intentionally self-inflicted injury, while insane or sane; (b) engagement in an illegal occupation or activity, committing or attempting to commit a criminal offense; (c) with respect to passengers, travel in any manner other than within the enclosed portion of the rental vehicle; (d) an accident that occurs while participating in a prearranged or organized race or testing of a vehicle; (e) bodily injury expected or intended from the standpoint of the insured; (f) loss arising out of the operation of the rental vehicle by any driver who is not authorized operate the rental vehicle under the rental agreement; (g) violation of the rental agreement; (h) an accident which occurs while under the influence of alcohol or narcotics, unless prescribed and taken at the advice or direction of a physician; or (i) aircraft travel, except as a passenger on a licensed aircraft on a regularly scheduled flight. No payment will be made if the renter converts the rental vehicle.

Please review your policy or certificate for additional exclusions and limitations.

NOTICE OF CLAIM



In the event of any occurrence likely to result in a claim for PAI benefits, immediate written notice should be given to Hertz. [Hertz](#) will provide You with a claim form and address of the insurance company which is providing coverage. You will have to submit the claim form to the insurance company together with Your Rental Record.

PERSONAL EFFECTS COVERAGE(PEC)

COVERAGE

PEC insures against risk of loss, theft or damage to help protect your personal belongings while renting from Hertz. PEC coverage applies throughout the entire rental period to owned personal property during transit, while in any hotel or building (other than the insured's residence) or locked in a rental vehicle. PEC is insurance protection and pays in addition to any other policy You may have (such as a Homeowner's policy). However, your benefits provided by other coverage may be affected by the PEC benefit. PEC includes those personal effects owned by You, other authorized drivers under the rental agreement, and your immediate family who permanently reside with you and are traveling with You during the rental period. Terms and conditions may vary by state. Please review your policy or certificate for detail.

LIMITS OF LIABILITY

Up to US\$650 per person, and \$1,950 in the aggregate for all claims during the rental period.

EXCLUSIONS

The policy does not insure: (a) any property not owned by the "insured" for other than their personal use, adornment, or enjoyment, (b) animals, "autos", "auto" equipment, motorcycles, water craft, motors, or other conveyances or their appurtenances, household or office furniture, business personal property or equity, contact lenses, glasses, artificial teeth or limbs, currency, coins, deeds, bullion, stamps, securities, negotiable instruments, debit or credit cards, fund transfer cards, tickets, documents or perishables, (c) against loss or damage caused by or resulting from or arising out of: (i) an "accident" which occurs while the "insured" is under the influence of alcohol or narcotics, unless prescribed by a physician, (ii) the use of a "rental vehicle" when such use is in violation of the conditions of the "rental agreement", (iii) the operation of the "rental vehicle" by any driver who is not an "insured", (iv) any "insureds" liability for damage to the "rental vehicle"; or (v) any loss of or damage to the "insureds" property, expected or intended from the standpoint of the "insured", (d) property while in the care, custody, or control of any common carrier, (e) loss or damage due to unexplained or mysterious disappearance, or (f) loss or damage due to theft unless reported to the police or other competent authority. Please review your policy or certificate for additional exclusions and limitations.

PEC PROOF OF LOSS

All losses by theft must be reported to police or other authority within 24 hours of the robbery or theft, and if theft is from a vehicle the vehicle must show signs of forced entry.

NOTICE OF CLAIM

In the event of any occurrence likely to result in a claim for PEC benefits, immediate written notice should be given to Hertz. [Hertz](#) will provide You with a claim form and the address of the insurance company which is providing the coverage.

PREMIUM EMERGENCY ROADSIDE ASSISTANCE (PERS)

Basic Emergency Roadside Service is included with every rental to help with those occasional mechanical defects that can occur. PERS is an optional service which, if purchased, reduces your financial liability for certain services required to remedy



non-mechanical problems of the vehicle and/or problems resulting from an accident or collision. If you purchase PERS, for the items listed below you would be responsible only for costs in excess of the applicable limit. Terms and conditions apply and may vary by rental location. Full details are available at each rental location.

Lock Out Service	Maximum USD \$250.00 per rental
Dead Battery Service	Maximum USD \$250.00 per rental
Spare Tire Mounting Service	Maximum USD \$250.00 per rental
Out of Gas	Maximum USD \$250.00 per rental
Lost Key Service	Maximum USD \$500.00 per rental
Car Stuck/Winch Service	Maximum USD \$500.00 per rental
Remote Unlock	Maximum USD \$105.00 per rental
Damaged Broken Keys, Fob, Key Card	Maximum USD \$500.00 per rental
Lost/Missing Keys, Fob, Key Card	Maximum USD \$500.00 per rental
No Spare Tire - Towing	Maximum USD \$250.00 per rental
Out of EV Range/Charge Service (EV Range Delivery)	Maximum USD \$250.00 per rental
Out of EV Range/Charge Service (Towing to a Charging Station)	Maximum USD \$250.00 per rental

The above maximum coverage amount for each benefit will apply per rental.

WARNING: YOU MUST REMOVE KEYS, LOCK ALL DOORS, CLOSE ALL CAR WINDOWS AND THE TRUNK WHEN LEAVING THE CAR OR PEC COVERAGE WILL NOT APPLY, IN WHICH CASE YOU WILL BE RESPONSIBLE FOR ANY LOSS. YOU HAVE NO AUTHORITY TO CALL A PRIVATE TOW ON HERTZ' BEHALF. ALL TOWS OF THE CAR MUST BE ARRANGED THROUGH [HERTZ](#) EMERGENCY ROADSIDE ASSISTANCE. IN THE STATE OF ILLINOIS, IT IS ILLEGAL FOR A TOW COMPANY TO DRIVE UP (UNSOLICITED) AND TOW A VEHICLE.

WARNING

Operating a motor vehicle can expose You to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, and assure adequate ventilation inside the Car. For more information go

to: www.P65Warnings.ca.gov/passenger-vehicle

IF YOU RENT AN ELECTRIC VEHICLE (EV), THE FOLLOWING ELECTRIC VEHICLE RENTAL TERMS AND CONDITIONS APPLY IN ADDITION TO THE RENTAL TERMS AND CONDITIONS ABOVE.

These Electric Vehicle Rental Terms ("Rental Terms") are between The [Hertz](#) Corporation and its affiliates ("Hertz" or "us") and You and apply to a rental of an electric vehicle ("EV") from Hertz. An EV is defined as a vehicle that exclusively uses battery power rather than gasoline or diesel fuel. These Electric Vehicle Rental Terms are in addition to the Terms and Conditions of the Rental Agreement applicable to your rental.

EV CHARGE LEVEL AT PICK-UP AND RETURN – [Hertz](#) will endeavor to provide the EV at time of vehicle pick-up with a battery charge of 80%, but that is not always the case. You are responsible to maintain a sufficient charge



on the EV during your rental. You are never required to return a vehicle with more than 75% battery charge. If the EV is overdue [Hertz](#) may remotely disable and recover the EV. You will be responsible for the cost of any tow if the EV is not drivable due to a low battery or if it is overdue. You are not authorized to call a private tow on Hertz' behalf. All tows of the EV must be by flatbed and must be arranged through Hertz Emergency Roadside Assistance.

RANGE – Range is the estimated distance an EV can travel on a single charge. The EV information provided with your reservation that describes a range is not guaranteed. The battery life of the EV is impacted by a number of factors including weather, driving and road conditions. It is your responsibility to ensure the EV has sufficient remaining battery life to return the EV to [Hertz](#) or reach an EV charging station.

CHARGING DURING RENTAL – Subject to Tesla's terms and conditions and charging equipment standards, your EV may be able to access Tesla Superchargers to recharge. If You use a Tesla Supercharger to recharge the EV during your rental, that cost will be automatically billed back to Hertz and added to your rental charges with a 2.8% convenience fee. These charges may not appear on the final invoice and may be added later due to processing time. Battery charging limit on a Tesla should be set at 90% maximum. Hertz may recommend public charge point operators, who may provide [Hertz](#) incentives or rebates if you choose to charge at their locations, however, You may choose to charge the EV at any compatible public or private charging location at your own cost. You may also have to register and incur a fee at certain of these locations. You are responsible for any registration (including accepting terms and conditions and privacy policy) and any fees. If You do not move the EV promptly from the charging stall when it is finished charging You may incur an Idle fee for the time the EV remains in a charging stall after it is finished charging. You are responsible for and will indemnify Hertz for any Idle or similar fee incurred when the EV is on rent to You. If the EV is overdue for return Hertz reserves the right to remotely disable the EV and remove the EV from the charging platform. If You rent a Tesla and are overdue to return, your access to the Tesla Superchargers will be removed.

ELECTRIC VEHICLE RECHARGING OPTIONS AND FEES - Renters may choose one of three electric vehicle recharging options: (1) Electric Vehicle Purchase Option ("EVPO"); (2) Electric Vehicle Service Charge ("EVSC"); or (3) you can recharge the vehicle yourself. You will not be charged EVSC if you return the vehicle within 5% of the battery level at pick up. You never have to return the vehicle with over 75% battery level. The state of charge or battery level of the vehicle is described in Kilowatt-hours (kWh), a measure of electricity equivalent to 1 kilowatt (1,000 watts) of power expended for 1 hour. You will not receive a credit or refund for unused or excess charge left in the vehicle at return.

1. **EVPO - Electric Vehicle Charge Purchase Option** means you may purchase the state of charge in the battery at the time of pick up and can return the vehicle at any level. The quoted price at the time of reservation is based on 80% of the average battery capacity for the EVs in the car class you reserved. The actual price may be lower or higher based on then-current EVPO fees at your rental location, the vehicle rented, and the battery level at the time of pick up. To calculate this fee, [Hertz](#) multiplies the kWh battery level at the time of pick up, times the per kWh rate shown on the Rental Record, which is based on average energy rates in the rental location state/province and a convenience fee combined. You will not receive a credit or refund for the unused charge left in the battery at the time of return. If you



choose the EVPO option and do not want it when you pick the vehicle up, you must ask for it to be taken off before leaving the facility.

EVPO is optional. If not selected, you can return the vehicle within 5% the battery level at pick up to avoid the EV Service Charge (EVSC). If not selected and you do not adequately recharge, you will be charged based on the applicable EVSC required to recharge the vehicle to the same battery level as when you rented it.

As a cost-savings benefit to You, if You drive less than 75 miles, you will be charged the lesser of the EVPO and the EVSC rate.

2. **EVSC - The Electric Vehicle Service Charge will apply if you do not purchase EVPO and you do not return your vehicle within 5% of the battery level at pick up.** To calculate this fee, [Hertz](#) multiplies the difference between the battery level at pick up and the battery level at return in kWhs, times the per kWh rate shown on the Rental Record, which is based on average energy rates in the rental location state/province and service fee combined. This rate will always be higher than our EVPO kWh rate. You will not receive a credit or refund if the battery level at return exceeds the battery level at pick up.

You can avoid this charge by adequately recharging the vehicle prior to return as described below.

3. **Recharge the Vehicle Yourself** – If you do not purchase EVPO, you will not be charged EVSC so long as you return the vehicle within 5% of the battery level at pick up. If you receive a vehicle with 80% battery or greater, you are only required to return the vehicle with 75% battery.

THE COST PER KILOWATT OF THE EV PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE EV SERVICE CHARGE COST PER KILOWATT. BUT IF YOU ELECT THE EV PURCHASE OPTION YOU WILL NOT RECEIVE A REFUND OR CREDIT FOR CHARGE LEFT IN THE BATTERY AT THE TIME OF RETURN. THE COST OF RECHARGING THE EV YOURSELF AT A LOCAL CHARGING STATION WILL GENERALLY BE LOWER THAN THE EV SERVICE CHARGE OR THE EV PURCHASE OPTION. HOWEVER, THE EV SERVICE CHARGE AND THE EV PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND RECHARGE THE CAR PRIOR TO RETURN.

IN CERTAIN INSTANCES, EXCEPT WHERE PROHIBITED BY LAW, [HERTZ](#) EMPLOYS THE USE OF IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY, TO CALCULATE THE AMOUNT OF BATTERY USED IF YOU DO NOT PURCHASE EVPO AT THE BEGINNING OF YOUR RENTAL AND CHOOSE TO RETURN THE CAR WITH LESS CHARGE IN THE BATTERY THAN BEFORE YOU LEFT THE LOT. THE USE OF THESE IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY, IS NOT INTENDED TO BE AN ACCURATE MEASUREMENT OF THE AMOUNT OF CHARGE IN THE BATTERY, BUT INSTEAD, IS A CONFIRMATION FOR THE PRIOR VISUAL ESTIMATE CONDUCTED BY MANUAL READ. ANY AMOUNT OF BATTERY CHARGED IS LIMITED SOLELY TO THE ESTIMATE PROVIDED BY THESE DEVICES, REGARDLESS OF THE AMOUNT OF CHARGE IN THE BATTERY. YOU MAY ELECT FOR A "VISUAL CONFIRMATION" OF THE TELEMATICS ESTIMATE UPON RETURN OF THE CAR. FURTHER, YOU MAY ALWAYS OPT OUT OF THIS OPTION ALTOGETHER BY PURCHASING EVPO AT THE BEGINNING OF THE RENTAL.



DAMAGE TO CHARGING STATIONS – You are responsible for any damage to the EV, the charging station equipment or the charging location when charging the EV during your rental. You will indemnify [Hertz](#) for any charges, fines, or penalties You incur for any damage or loss to the EV, the charging station or location during your rental.

EQUIPMENT – The EV will be provided to You with certain equipment for which You are responsible. You are responsible to notify [Hertz](#) if any of the following equipment is not with the EV at the time of pick up. Otherwise, You will be charged for any missing equipment at return. Loss Damage Waiver (LDW) does not apply to damage or loss of the equipment provided with the EV.

Key card or fob – You are responsible to return the Key card or Key fob upon your rental return. If the Key card or fob is damaged or lost, You will be charged to replace the Key Card or fob and a service fee. The Key card or Key fob must only be used to charge the EV You have rented. Sharing the Key card or Key fob, using additional Key cards or Key fobs to charge the EV, or charging other vehicles is prohibited. Any misuse of the Key card or Key fob in breach of these Rental Terms will result in additional usage charges.

Tesla Charging Kit – The Tesla Charging Kit consists of 1 Mobile Connector; 1 Storage Bag; and 1 NEMA 5-15 Adapter. You are responsible to return all contents of the Charging Kit upon your rental return. If the Charging Kit, or any part of the contents are damaged or lost, You will be charged for a complete Charging Kit, as these items are not available to be replaced individually, and a service fee.

J1772 Adapter – You are responsible to return the J1772 Adapter on your rental return. If this Adapter is damaged or lost, You will be charged to replace the Adapter and a service fee.

SOFTWARE UPDATES – The EV may contain onboard computers which periodically suggest software updates. You are not authorized to update the in-vehicle software at any time unless specifically requested to do so by a [Hertz](#) representative. If a software update prompt is received during your rental, please ignore this or press cancel. If You do update the software (other than following the explicit instruction of a [Hertz](#) representative) this is at your own risk and [Hertz](#) accepts no responsibility or liability whatsoever including, but not limited to, any loss of use, interruption of service, incompatibility with training materials or otherwise.

TESLA ACCELERATION – Be advised, Tesla models have functionality enabled to limit the amount of acceleration of the vehicle.

Rental Record#

000000505

Gold Plus Rewards

Lot: PC

Space: 432

Vehicle: 2025 COMPASS

License: IL FP267512

Rental Agreement

Rental Rate*			2 @	\$ 92.88	per day	T \$	185.76
*Includes Unlimited Miles							
Discount -		R	40%	Applied to Time/Mileage Chgs		\$	- 74.30
Additional Products							
Frequent Flyer Surcharge		i	ZE	1		T \$	.00
Fuel Responsibility						Starting Level	100 %
You agree to replace fuel used or pay a refuelling charge of			\$ 10.99	per gallon	OR	\$.500	per mile driven.
Service Charges/Taxes							
CONCESSION FEE RECOVERY						i	T \$ 12.82
VEHICLE TAX/FACILITY CHARGE							18.75
VEHICLE LICENSE COST RECOVERY						i	T \$ 3.96
Tax	21.000%	On Est. Taxable Ttl		\$ 128.24		\$	26.93
ADJUSTMENTS							
TOTAL ESTIMATED CHARGE						\$	173.92
Credit Card Authorization Amount						\$	374.00
Rented by The Hertz Corporation							
Vehicle:	02298 / 7380660			LocNum: ILORD10 / 0220110			
Miles Out:	94	Plan: RCUD2			Class: L		
Rental Location:	CHICAGO OHARE AP						
Rental Time:	09/18/24 at 12:48 PM						
Return Location:	CHICAGO OHARE AP						
Return Time:	09/19/24 at 6:00 PM						
Extend rental: https://www.hertz.com/rentalextension							

Click for Emergency Road Service

For more transparency of above charges, please hover over the fee or go to
WWW.HERTZ.COM/CHARGEEXPLAINED

This estimate assumes you will rent and return at the locations and times indicated, and that you will not exceed any mileage limitations.

Rental Rate subject to increase if You return Car more than 24 hours before or 24 hours after scheduled Return Time. Late returns may be subject to extra hour and/or extra day charges.

Charges indicated as **** will be calculated at return.

Taxable charges are preceded by a "T".

Further information relating to Your rental charges, and other terms to which You agree, appear below.

FUEL & SERVICE CHARGES: IF YOU DO NOT RETURN THE CAR WITH AS MUCH FUEL AS WHEN THE RENTAL STARTED, BUT REFUEL DURING THE RENTAL, REFUELING CHARGES APPLY AT AT \$ 10.99 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT \$.500 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

YOU AGREE TO OPTIONAL SERVICES OF:	
LDW 	DECLINED
LIS 	DECLINED
PAI/PEC 	DECLINED
PREM RD SVC 	DECLINED
OTHER FEES AND ASSESSMENTS:	
CONCESSION FEE RECOVERY 	11.11 % (T)
MVL TAX 	\$ 2.75PER RENTAL
CUSTOMER FACILITY CHARGE 	\$ 8.00PER DAY
ENERGY SURCHARGE 	\$.00PER RENTAL
*VEHICLE LICENSE COST RECOVERY	T \$ 1.98PER DAY
TAX RATE -	21.000 % APPLIES TO ALL CHARGES MARKED T

9% CTY OF CHICAGO TRANS. TAX; 6% MPEA AUTO RENTAL TAX;

5% IL STATE AUTO RENTING OCCUP. TAX; 1% MUNICIPAL AUTO RENTING OCCUP. TAX **No "Additional Authorized Operators"** Without Our Prior Written Approval.

CDP XXXXXXXX - You Represent That You Are Specifically Authorized to Receive The Benefits Extended To Employees/Members Of **HERTZ EMPLOYEE N AMERICA**

Passenger Capacity: The Passenger Capacity Of This Vehicle Is Determined By The Number of Seatbelts And, By Law, Must Not Be Exceeded. While In The Vehicle, Please Fasten Your Seatbelt.

It Saves Lives And **It's The Law.** Should You Require A Larger Vehicle, Please Check At The Counter For Availability.

- You Will Be Charged An Administrative Fee Along With Towing/Impound Expenses If The Car Must Be Towed As A Result Of Your Negligence.
- We prohibit smoking in all Vehicles. Cleaning fee will apply for violations.
- Excessive Mileage On A Repeat Basis May Result In Suspension Of Future Renting Privileges.
- You Are Required To Contact Us To Extend The Rental If The Car Will Not Be Returned By The Due Date On The Rental Record.
- RETURN CHANGE FEE of \$10 will be applied if You return the Car to a different location from that which was scheduled, or if you return more than 12 hours after the date and time previously scheduled, and You notify us of an extension of Your rental by the return date and time previously scheduled by calling 1-800-654-4174. If you do not notify us of such a change, the LATE RETURN FEE of up to \$15 per day, up to a maximum of five (5) days/\$75 will apply. These fees will be applied in addition to any increase in rate that may occur as a result of changing the drop off location or the timeframe of Your rental.

RES ID:	PLAN -	CLASS -	PREPARED BY:	PRINTED:
	RCUD2	L	5344 / ILORD10	09/18/24 12:47



REFUELING OPTIONS

THE FOLLOWING APPLIES TO RENTALS FROM THIS LOCATION AND AMENDS AND SUPERSEDES SECTION 8. OF THE RENTAL AGREEMENT, RENTAL JACKET PORTION AND THE APPLICABLE REFUELING PROVISIONS OF GOLD AND PLATINUM PROGRAM TERMS:

8. REFUELING OPTIONS

Most Hertz rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

1. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Hertz a charge for fuel.

2. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable per-mile or per-gallon rate specified on the Rental Record.

a. The per-mile rate is used if You do not buy fuel during the rental.

To calculate this amount, Hertz multiplies the number of miles driven, as shown on the car's odometer, times the per-mile rate shown on the Rental Record.

b. The per-gallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Hertz multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

3. IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following cases:

a. For rentals in Hawaii, if You return the Car with a full tank of fuel, You will receive a credit for the amount previously charged for the purchase of fuel from Hertz.

b. For rentals other than Replacement Rentals, if You drive the Car 75 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged for the fuel used at the per-mile rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a) OR (b) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.

IMPORTANT INFORMATION REGARDING TOLLS

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass LLC, for use on toll roads in the areas specified below. NOTE: Please be aware that certain toll roads and bridges do not accept or allow for payment by cash or credit card. These toll roads and bridges are "cashless" and/or "all electronic tolling" facilities. Use of such facilities will trigger certain charges, as described below:

For your convenience, we offer the optional PlatePass All-Inclusive service. The PlatePass All-Inclusive service is an optional electronic toll payment service whereby all toll charges and any toll-related fees you incur during the rental period are covered by a daily or weekly PlatePass All-Inclusive rate set forth in your Rental Agreement.

If you elect to purchase the optional PlatePass All-Inclusive service at the commencement of your rental period, the method for using that service depends on your location, as described below:

No Transponder-Required Locations: The optional PlatePass All-Inclusive service may be used by customers who elect it at the commencement of their rental period: (a) on toll roads throughout the states of Florida, Colorado, North Carolina, Georgia, and Texas; (b) on the San Francisco Bay Area Bridges in California; and (c) on the Tacoma Narrows Bridge and the SR 520 Bridge in Seattle, Washington.

Use of the optional PlatePass All-Inclusive service in No Transponder-Required Locations- if you elected to purchase it at the commencement of your rental period -- requires only that you drive through an electronic toll lane in your rental vehicle. There is no need to use a PlatePass toll transponder device or any other mechanism to activate use of the optional PlatePass All-Inclusive service in No Transponder-Required Locations.

In Southern California, for all toll roads that accept PlatePass, the toll authority allows for payment of the toll by phone/online within five (5) days of accessing the toll road. If you travel in the excluded HOV lanes or on toll roads that do not accept PlatePass, you will be charged an additional \$9.99 usage day fee once you access the HOV lane or travel on such toll road. In Northern California, for all toll bridges that accept PlatePass, the toll authority allows for payment of the toll by phone/online up to 30 days prior or 48 hours after crossing the bridge.

NOTE: If you decline the optional PlatePass All-Inclusive service at the commencement of the rental period, but still use electronic toll roads and/or bridges during the rental period (including "cashless" or all electronic toll roads and bridges as noted above), you will be liable for and we will charge you: (a) all tolls incurred for such use (at the highest, undiscounted applicable toll rate); (b) a \$9.99 usage day fee and (c) all other applicable toll charges or fees, if any.

Transponder-Required Locations: The optional PlatePass All-Inclusive service also may be used by customers who elect it on toll roads throughout the states of Delaware, Illinois, Indiana, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Virginia, and West Virginia. In those states, however, customers may use the PlatePass All-Inclusive service only if their rental vehicle is equipped with a PlatePass toll transponder device.

This device, where present in the vehicle, is affixed to the windscreen under the rear-view mirror. To use the optional PlatePass All-Inclusive service in the states noted in this paragraph, you must first slide open the transponder box to expose the PlatePass transponder. (Instructions for doing so are printed on the transponder box itself.) After sliding open the transponder box, drive your rental

vehicle through an electronic toll lane to use the optional PlatePass All-Inclusive service.

In the Transponder-Required Locations identified above, you have the option of electing the PlatePass All-Inclusive Service during the rental period (i.e., not just at the commencement of the rental period). In Transponder-Required Locations, you may "opt in" to the optional PlatePass All-Inclusive service "on the road" by sliding open the transponder box as described in the written instructions on the box itself. If you take that action in a Transponder-Required Location, you will be charged the applicable PlatePass All-Inclusive daily charge up to \$30.00 per day depending on the rental location.

NOTE: If you decline the optional PlatePass All-Inclusive Service at the commencement of the rental and/or do not slide open the transponder box (if available) to opt in "on the road" as described above, but still use electronic toll roads and/or bridges during the rental period (including "cashless" or "all electronic" toll roads and bridges as describe above), you will be liable for and we will charge you: (a) all tolls incurred for such use (at the highest, undiscounted, applicable toll rate); (b) a \$9.99 usage day fee once a toll has incurred; and (c) all other applicable toll charges or fees if any. You also will be liable for the charges described in this paragraph if you incur an electronic toll in a Transponder-Required Location in a vehicle that is not equipped with a PlatePass toll transponder device (or a valid, properly installed personal transponder compatible with the relevant toll authority).

Electing PlatePass All-Inclusive Upon Return of Vehicle: In both Transponder-Required and No Transponder-Required locations you may elect for purchase the optional PlatePass All-Inclusive Service and pay the applicable daily or weekly Platepass All-Inclusive price - upon request - when you return your rental vehicle.

PARKING AND MOVING CITATIONS You are responsible for the payment of all vehicle parking and moving citations assessed against You or the Car during the rental period, including all such citations captured by camera and any related fines, fees, or penalties. If a citation-issuing authority notifies us that we may be liable for any such citation and any related fines, fees, or penalties, you will be charged an administrative fee of up to \$42.00 for each such notification.

You authorize us to release your rental and payment card information to PlatePass LLC, ATS Processing Services, LLC and American Traffic Solution Inc. (collectively, "ATS") for processing and billing purposes. If we or ATS pay a toll or a citation on your behalf or communicate with a citation-issuing authority about a citation you incurred during the rental, you authorize us or ATS to charge all such payments and related administrative fees as described above and below, to the credit card, other payment card, and/or billing account you used for this rental.

Failure to pay charges timely will result in a suspension of rental privileges.

ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN You and us ("us" and "we" for the purposes of this Arbitration Provision means The Hertz Corporation, ("Hertz") its parent and affiliate corporations, and their respective officers, directors and employees and any vendor or third party providing services for this rental transaction) MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and we remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims arising from or relating to this Agreement or any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, equity, or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise.

The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules").

You can obtain the Rules at www.adr.org.

You or we may commence an arbitration by providing a written demand for arbitration to the other (to us: The Hertz Corporation, 8501 Williams Road, Estero, FL 33928 Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, we will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitral award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAIL AT no.arbitration@hertz.com OR BY MAIL TO The Hertz Corporation, 8501 Williams Road, Estero, FL 33928, Attn: Arbitration.

Include Your name, address, the number at the top of this Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your decision to opt out of this Arbitration Provision, You do not need to do so again.

TO BE CHARGED TO:			
HCC	██████████	AUTH	\$ 374.00 / 236715

The Vehicle may be equipped with telematics technology that allows us to track or otherwise locate, disable and repossess the Vehicle and to obtain data about the Vehicle’s use during your rental, including fuel and battery usage and miles driven. By entering into this Agreement, You consent to our use of such telematics during your rental as permitted by applicable law.

Liability Protection: If You DO NOT elect Liability Insurance Supplement (LIS) and/or You violate the Terms and Conditions of the Rental Agreement, where permitted by law, if Hertz makes any payment as a result of an accident You are responsible to indemnify Hertz for all payments made including attorney fees and costs. If You elect LIS, LIS provides protection from liability for third party automobile claims for the difference between the liability limits in Paragraph 10 of the Rental Agreement and the maximum combined single limit of \$1,000,000 for bodily injury, including death and property damage LIS also includes uninsured/underinsured motorist coverage (while occupying the Car) for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and \$1,000,000 for each accident.

NOTICE: This contract offers, for an additional charge, a loss damage waiver to cover your financial responsibility for damage to the rental vehicle. The purchase of a loss damage waiver is optional and may be declined. You are advised to carefully consider whether to sign this waiver if you have rental vehicle collision coverage provided by your credit card or collision insurance on your own vehicle. Before deciding whether to purchase the loss damage waiver, you may wish to determine whether your own vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under your own insurance coverage. By accepting the Car and/or by your previous acceptance of the Rental Terms, You acknowledge that You have read, understood, accept, and agree to all of the terms in this document and the Rental Terms.

X GOLD – SIGNATURE ON FILE
██████████

Our Privacy Policy governs the use of data about you. A copy of the policy is available at the rental counter and online at hertz.com.

██████████

HERTZ #1 CLUB GOLD

02298 / 7380660

25 BLUE

SAT RADIO Y

RR # ██████████

94

IL / FP267512
SIR COMPASS 2.S

09/18/24 12:48

HERTZ EXPRESS RETURN

IF USING EXPRESS RETURN, PLEASE COMPLETE THE FOLLOWING INFORMATION AND DEPOSIT THIS CARD IN THE EXPRESS RETURN BOX. A DETAILED COPY OF YOUR RENTAL CHARGES WILL BE MAILED TO YOU.

NOTE: IF YOU ARE RETURNING TO A LOCATION THAT IS CLOSED, ALL CHARGES WILL CONTINUE TO ACCRUE UNTIL THE LOCATION REOPENS FOR BUSINESS.

RETURN DATE:

RETURN DATE

📅

RETURN TIME:

12:00 am

↕

- ☐ I did NOT buy gas.
- ☐ I DID buy gas and the fuel gauge level is: (Select One)

●

E

●

1/8

●

1/4

●

3/8

●

1/2

●

5/8

●

3/4

●

7/8

●

F

Rental Record# ~~000000000000000000~~~~000000000000000000~~

Lot:

Vehicle: 2023 F150 CC

License: TX SPN8563

Rental Rate*	5 @ \$ 1218.00 monthly	\$ 6090.00
	@ \$ 60.90 ex day	\$
	4 @ \$ 304.50 ex week	\$ 1218.00

*Includes Unlimited Miles

Additional Products

Loss Dmg Wvr Included

Frequent Flyer Surcharge

T\$.00

Fuel Responsibility**Starting Level 42%**

You agree to replace fuel used or pay a refuelling charge of

\$ 10.99 per gallon OR \$.550 per mile driven.

Service Charges/Taxes

Tax Exempt # 83671

ADJUSTMENTS**TOTAL ESTIMATED CHARGE \$ 7308.00**

Credit Card Authorization Amount \$ 7508.00

Rented by The Hertz Corporation

Vehicle: 01698 / 1583731 LocNum: TXLEA02 / 0760202

Miles Out: 47695 Plan: 2625 Class: O6

Rental Location: LEAGUE CITY HLE

Rental Time: 09/16/24 at 10:37 AM

Return Location: LEAGUE CITY HLE

Return Time: 03/10/25 at 5:15 PM

Extend rental: <https://www.hertz.com/rentalextension>
Emergency Road Service 1-800-654-5060

For Explanation of Charges: WWW.HERTZ.COM/CHARGEEXPLAINED

This estimate assumes you will rent and return at the locations and times indicated, and that you will not exceed any mileage limitations.

Rental Rate subject to increase if You return Car more than 24 hours before or 24 hours after scheduled Return Time. Late returns may be subject to extra hour and/or extra day charges.

Charges indicated as **** will be calculated at return.

Taxable charges are preceded by a "T".

~~000000000000000000~~



Further information relating to Your rental charges, and other terms to which You agree, appear below.

FUEL & SERVICE CHARGES: IF YOU DO NOT RETURN THE CAR WITH AS MUCH FUEL AS WHEN THE RENTAL STARTED, BUT REFUEL DURING THE RENTAL, REFUELING CHARGES APPLY AT AT \$ 10.99 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT \$.550 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

YOU AGREE TO OPTIONAL SERVICES OF:

LIS DECLINED

PAI/PEC DECLINED

PREM RD SVC DECLINED

OTHER FEES AND ASSESSMENTS:

VEHICLE LICENSE COST RECOVERY \$.00PER DAY FREE

TAX EXEMPT # 83671

No "Additional Authorized Operators" Without Our Prior Written Approval.

CDP ~~881000271~~ You Represent That You Are Specifically Authorized to Receive The Benefits Extended To Employees/Members Of

~~GULF COAST TRANSIT DISTRICT~~

Passenger Capacity: The Passenger Capacity Of This Vehicle Is Determined By The Number of Seatbelts And, By Law, Must Not Be Exceeded. While In The Vehicle, Please Fasten Your Seatbelt. It Saves Lives And **It's The Law**. Should You Require A Larger Vehicle, Please Check At The Counter For Availability.

- You Will Be Charged An Administrative Fee Along With Towing/Impound Expenses If The Car Must Be Towed As A Result Of Your Negligence.
- We prohibit smoking in all Vehicles. Cleaning fee will apply for violations.
- Excessive Mileage On A Repeat Basis May Result In Suspension Of Future Renting Privileges.
- You Are Required To Contact Us To Extend The Rental If The Car Will Not Be Returned By The Due Date On The Rental Record.
- RETURN CHANGE FEE of \$10 will be applied if You return the Car to a different location from that which was scheduled, or if you return more than 12 hours after the date and time previously scheduled, and You notify us of an extension of Your rental by the return date and time previously scheduled by calling 1-800-654-4174. If you do not notify us of such a change, the LATE RETURN FEE of up to \$15 per day, up to a maximum of five (5) days/\$75 will apply. These fees will be applied in addition to any increase in rate that may occur as a result of changing the drop off location or the timeframe of Your rental.

RES ID: ~~881000271~~ PLAN - 2625 CLASS - O6

PREPARED BY: 8735/TXLEA02 PRINTED: 09/16/24 10:39

~~881000271~~



**MULTI-MONTH RENTAL
AGREEMENT ADDENDUM**

The rental agreement identified herein ("agreement") is amended as follows:

1. Paragraph 3 of the agreement notwithstanding, you are permitted to use the car or any exchange car rented to you thereunder for more than one month, subject to the terms of this Addendum.
2. You agree to pay, on a monthly basis, all charges and other amounts, as defined in paragraph 7 of the agreement, incurred during the course of the rental. You authorize Hertz to process charges to your credit card on a monthly basis and consent to reservation of credit with card issuer on a monthly basis (at the beginning of the month) for an amount equal to the estimated charges, due for each month during the rental. Payment for all charges not paid prior to the return of the car will be due and payable at the time of return in accordance with paragraph 6 of the agreement.
3. If you fail to make payment in accordance with paragraph 2 above any time after Hertz delivers or mails to you a demand to return the car, Hertz may repossess it anytime thereafter at your expense. You waive prior notice, pre-seizure hearing, and receipt of judicial process as a prior condition to such repossession.
4. The agreement and this addendum must be presented for any car exchange and at the conclusion of the rental. This vehicle may only be exchanged or returned to a Hertz location.
5. You are responsible to ensure that preventive maintenance is performed at regular intervals (usually every 7000 to 8000 miles). The maintenance can be performed by Hertz or a Certified Oil Change Facility of your choice. Hertz will reimburse you for oil changes upon receipt of supporting documentation as long as the Vendor has listed the VIN#, License Plate number, and the current mileage on their receipt. You are required to provide your current mileage every 30 days by calling 1-800-654-7788 or by emailing multimonth@hertz.com.
6. The car is rented to you on a monthly (in Kansas, Minnesota, Ohio, and South Dakota, 28 days) basis. Your continued use of the car beyond the end of monthly period shall constitute your election to rent the car for an additional monthly period, or for a shorter period depending on your actual return date.
7. You may return the car to Hertz at any time without penalty. A higher rental rate and LDW rate apply if you rent the car for less than 63 days.

You represent that you have read, understand and agree with all of the above terms and conditions.

If you have any questions during your rental, call the Multi-Month Department at 1-800-654-7788.



REFUELING OPTIONS

THE FOLLOWING APPLIES TO RENTALS FROM THIS LOCATION AND AMENDS AND SUPERSEDES SECTION 8. OF THE RENTAL AGREEMENT, RENTAL JACKET PORTION AND THE APPLICABLE REFUELING PROVISIONS OF GOLD AND PLATINUM PROGRAM TERMS

8. REFUELING OPTIONS
Most Hertz rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

1. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Hertz a charge for fuel.

2. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable per-mile or per-gallon rate specified on the Rental Record.

a. The per-mile rate is used if You do not buy fuel during the rental.

To calculate this amount, Hertz multiplies the number of miles driven, as shown on the car's odometer, times the per-mile rate shown on the Rental Record.

b. The per-gallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Hertz multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

3. IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following cases:

a. For rentals in Hawaii, if You return the Car with a full tank of fuel, You will receive a credit for the amount previously charged for the purchase of fuel from Hertz.

b. For rentals other than Replacement Rentals, if You drive the Car 75 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged for the fuel used at the per-mile rate shown on the Rental Record but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a) OR (b) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.



IMPORTANT INFORMATION REGARDING TOLLS

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass LLC, for use on toll roads in the areas specified below. NOTE: Please be aware that certain toll roads and bridges do not accept or allow for payment by cash or credit card. These toll roads and bridges are "cashless" and/or "all electronic tolling" facilities. Use of such facilities will trigger certain charges, as described below:

For your convenience, we offer the optional PlatePass All-Inclusive service. The PlatePass All-Inclusive service is an optional electronic toll payment service whereby all toll charges and any toll-related fees you incur during the rental period are covered by a daily or weekly PlatePass All-Inclusive rate set forth in your Rental Agreement.

If you elect to purchase the optional PlatePass All-Inclusive service at the commencement of your rental period, the method for using that service depends on your location, as described below:

No Transponder-Required Locations: The optional PlatePass All-Inclusive service may be used by customers who elect it at the commencement of their rental period: (a) on toll roads throughout the states of Florida, Colorado, North Carolina, Georgia, and Texas; (b) on the San Francisco Bay Area Bridges in California; and (c) on the Tacoma Narrows Bridge and the SR 520 Bridge in Seattle, Washington.

Use of the optional PlatePass All-Inclusive service in No Transponder-Required Locations- if you elected to purchase it at the commencement of your rental period -- requires only that you drive through an electronic toll lane in your rental vehicle. There is no need to use a PlatePass toll transponder device or any other mechanism to activate use of the optional PlatePass All-Inclusive service in No Transponder-Required Locations.

In Southern California, for all toll roads that accept PlatePass, the toll authority allows for payment of the toll by phone/online within five (5) days of accessing the toll road. If you travel in the excluded HOV lanes or on toll roads that do not accept PlatePass, you will be charged an additional \$9.99 usage day fee once you access the HOV lane or travel on such toll road. In Northern California, for all toll bridges that accept PlatePass, the toll authority allows for payment of the toll by phone/online up to 30 days prior or 48 hours after crossing the bridge.

NOTE: If you decline the optional PlatePass All-Inclusive service at the commencement of the rental period, but still use electronic toll roads and/or bridges during the rental period (including "cash" or all electronic toll roads and bridges as noted above), you will be liable for and we will charge you: (a) all tolls incurred for such use (at the highest, undiscounted applicable toll rate); (b) a \$9.99 usage day fee and (c) all other applicable toll charges or fees, if any.

Transponder-Required Locations: The optional PlatePass All-Inclusive service also may be used by customers who elect it on toll roads throughout the states of Delaware, Illinois, Indiana, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Virginia, and West Virginia. In those states, however, customers may use the PlatePass All-Inclusive service only if their rental vehicle is equipped with a PlatePass toll transponder device. This device, where present in the vehicle, is affixed to the windscreen under the rear-view mirror. To use the optional PlatePass All-Inclusive service in the states noted in this paragraph, you must first slide open the transponder box to expose the PlatePass transponder. (Instructions for doing so are printed on the transponder box itself.) After sliding open the transponder box, drive your rental





vehicle through an electronic toll lane to use the optional PlatePass All-Inclusive service.

In the Transponder-Required Locations identified above, you have the option of electing the PlatePass All-Inclusive Service during the rental period (i.e., not just at the commencement of the rental period). In Transponder-Required Locations, you may "opt in" to the optional PlatePass All-Inclusive service "on the road" by sliding open the transponder box as described in the written instructions on the box itself. If you take that action in a Transponder-Required Location, you will be charged the applicable PlatePass All-Inclusive daily charge up to \$30.00 per day depending on the rental location.

NOTE: If you decline the optional PlatePass All-Inclusive Service at the commencement of the rental and/or do not slide open the transponder box (if available) to opt in "on the road" as described above, but still use electronic toll roads and/or bridges during the rental period (including "cashless" or "all electronic" toll roads and bridges as describe above), you will be liable for and we will charge you: (a) all tolls incurred for such use (at the highest, undiscounted, applicable toll rate); (b) a \$9.99 usage day fee once a toll has incurred; and (c) all other applicable toll charges or fees if any. You also will be liable for the charges described in this paragraph if you incur an electronic toll in a Transponder-Required Location in a vehicle that is not equipped with a PlatePass toll transponder device (or a valid, properly installed personal transponder compatible with the relevant toll authority).

Electing PlatePass All-Inclusive Upon Return of Vehicle: In both Transponder-Required and No Transponder-Required locations you may elect for purchase the optional PlatePass All-Inclusive Service and pay the applicable daily or weekly Platepass All-Inclusive price - upon request - when you return your rental vehicle.

PARKING AND MOVING CITATIONS

You are responsible for the payment of all vehicle parking and moving citations assessed against You or the Car during the rental period, including all such citations captured by camera and any related fines, fees, or penalties. If a citation-issuing authority notifies us that we may be liable for any such citation and any related fines, fees, or penalties, you will be charged an administrative fee of up to \$42.00 for each such notification.

You authorize us to release your rental and payment card information to PlatePass LLC, ATS Processing Services, LLC and American Traffic Solution Inc. (collectively, "ATS") for processing and billing purposes. If we or ATS pay a toll or a citation on your behalf or communicate with a citation-issuing authority about a citation you incurred during the rental, you authorize us or ATS to charge all such payments and related administrative fees as described above and below, to the credit card, other payment card, and/or billing account you used for this rental.

Failure to pay charges timely will result in a suspension of rental privileges.



ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN You and us ("us" and "we" for the purposes of this Arbitration Provision means The Hertz Corporation, ("Hertz") its parent and affiliate corporations, and their respective officers, directors and employees and any vendor or third party providing services for this rental transaction) MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and we remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims arising from or relating to this Agreement or any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, equity, or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise.

The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at www.adr.org.

You or we may commence an arbitration by providing a written demand for arbitration to the other (to us: The Hertz Corporation, 8501 Williams Road, Estero, FL 33928 Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, we will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitral award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAIL AT no.arbitration@hertz.com OR BY MAIL TO The Hertz Corporation, 8501 Williams Road, Estero, FL 33928, Attn: Arbitration. Include Your name, address, the number at the top of this Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your decision to opt out of this Arbitration Provision, You do not need to do so again.



TO BE CHARGED TO:

HCC ~~XXXXXXXXXX~~ AUTH \$ 7508.00/431570

THIS VEHICLE MAY NOT BE DRIVEN INTO MEXICO.

The Vehicle may be equipped with telematics technology that allows us to track or otherwise locate, disable and repossess the Vehicle and to obtain data about the Vehicle's use during your rental, including fuel and battery usage and miles driven. By entering into this Agreement, You consent to our use of such telematics during your rental as permitted by applicable law. Liability Protection: If You DO NOT elect Liability Insurance Supplement (LIS) and/or You violate the Terms and Conditions of the Rental Agreement, when permitted by law, if Hertz makes any payment as a result of an accident You are responsible to indemnify Hertz for all payments made including attorney fees and costs. If You elect LIS, LIS provides protection from liability for third party automobile claims for the difference between the liability limits in Paragraph 10 of the Rental Agreement and the maximum combined single limit of \$1,000,000 for bodily injury, including death and property damage. LIS also includes uninsured/underinsured motorist coverage (while occupying the Car) for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and \$1,000,000 for each accident.

YOU MAY NOT NEED THE AUTOMOBILE INSURANCE OFFERED BY US. YOUR TEXAS AUTOMOBILE POLICY PROVIDES COVERAGE FOR YOUR LIABILITY WHILE OPERATING A RENTAL VEHICLE.

AUTOMOBILE POLICIES ISSUED IN OTHER STATES OR COUNTRIES MAY ALSO DUPLICATE THIS COVERAGE. THE PURCHASE OF AUTOMOBILE RENTAL LIABILITY INSURANCE IS NOT REQUIRED AS A CONDITION OF RENTING AN AUTOMOBILE.

THIS INSURANCE DOES NOT APPLY TO ANY BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE USE OR PERMITTING THE USE OF A RENTAL VEHICLE BY ANY DRIVER WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF LAW. NOTICE: Your rental agreement offers, for an additional charge, an optional waiver to cover all or a part of Your responsibility for damage to or loss of the vehicle. Before deciding whether to purchase the waiver, You may wish to determine whether Your own automobile insurance or credit card agreement provides You coverage for rental vehicle damage or loss and determine the amount of the deductible under Your own insurance coverage. The purchase of the waiver is not mandatory. The waiver is not insurance. By signing below, You acknowledge that You have read, understand, accept and agree to the above and the Rental Agreement Terms And Conditions, which appear on the folder (GN1900005) delivered to You with this Rental Record, and You accept or decline the Optional Services as shown on Card 1.

By signing below you also agree to the Multi-Month Rental Agreement Addendum on Card 3 of this document.

X

Pewrite