

### CONTRACT RELEASE: V-38(5)

***DUE TO THE HIGH LIABILITY EXPOSURE FOR THE SERVICE ON THE CONTRACT, STATE AGENCIES ARE REQUIRED TO USE THE CONTRACT UNLESS AN EXCEPTION IS GRANTED BY THE AMS LISTED.***

***WHEN USING THE CONTRACT, MnSCU AND CPV MEMBERS MUST COMPLY WITH THE CONTRACT TERMS AND CONDITIONS AND MAY NOT DEVIATE FROM THE SPECIFICATIONS, TERMS AND CONDITIONS AS OUTLINED.***

***PURCHASERS SHOULD THOROUGHLY REVIEW THE CONTRACT RELEASE – ONLY THE GOODS AND SERVICES THAT ARE IDENTIFIED IN THE CONTRACT MAY BE PURCHASED THROUGH THE CONTRACT.***

***RENTERS MUST BE 21 YEARS OF AGE TO USE THE CONTRACT.***

**15-PASSENGER VANS MAY NOT  
BE RENTED UNDER THIS CONTRACT.**

**STATE AGENCIES MAY NOT RENT 15-PASSENGER  
VEHICLES UNDER ANY CIRCUMSTANCES.**

DATE: NOVEMBER 21, 2011

PRODUCT/SERVICE: VEHICLE RENTAL – NATIONAL SERVICE FOR **RENTALS THAT INITIATE  
OUTSIDE OF THE STATE OF MINNESOTA** – SHORT TERM RENTALS ONLY

**FOR RENTALS THAT INITIATE IN THE STATE OF MINNESOTA, USE V-33(5)**

CONTRACT PERIOD: MAY 1, 2009, THROUGH SEPTEMBER 30, 2013

EXTENSION OPTIONS: NONE

ACQUISITION MANAGEMENT SPECIALIST: JACKIE FINGER

PHONE: 651.201.2436 E-MAIL: [jackie.finger@state.mn.us](mailto:jackie.finger@state.mn.us) WEB SITE: [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us)

| <u>CONTRACT VENDOR</u>   | <u>CONTRACT NO.</u>                         | <u>TERMS</u> | <u>DELIVERY</u> |
|--|---|--------------|-----------------|
| ENTERPRISE LEASING<br>NATIONAL CAR RENTAL<br>2775 Blue Water Road<br>Eagan, MN 55121 | 440850<br>0000000000000000000028837 (SWIFT) | NET 30       | AS REQUIRED     |

|  |   |  |
|--|---|--|
| VENDOR NO.: 200065083-77<br>0000218973 (SWIFT) | CONTACT: Katie Wegner<br><a href="mailto:kathryn.m.wegner@erac.com">kathryn.m.wegner@erac.com</a> | PHONE: 651.905.5060<br>FAX: 763.225.0633 |
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**NOTE: BOTH ENTERPRISE RENT-A-CAR (Parent Company) and NATIONAL CAR RENTAL may be used under this Contract. All prices, terms and conditions are applicable to both companies. When stated, "Enterprise" refers to Enterprise Rent-A-Car and National Car Rental.**

**"FIRST CALL" should be to Enterprise.**

**Contact National ONLY if Enterprise is unavailable to provide the rental.**

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**STATE AGENCIES, MnSCU AND CPV MEMBERS SHOULD CAREFULLY REVIEW ALL THE TERMS AND CONDITIONS INCLUDED IN THIS RELEASE, PARTICULARLY AS IT RELATES TO LIABILITY AND CONTRACT VIOLATIONS, AND SHOULD PROVIDE THE INFORMATION TO ANY EMPLOYEES THAT MAY BE RENTING VEHICLES. AGENCIES MAY BE RESPONSIBLE FOR THE ACTIONS OF THEIR EMPLOYEES DURING THE COURSE OF RENTING VEHICLES.**

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**CONTRACT USERS.** This Contract is available to State agencies, MnSCU and CPV members.

**STATE AGENCY CONTRACT USE.** This Contract must be used by State agencies unless an exception is granted by the AMS listed. For rentals initiated in the state of Minnesota, use Contract Release V-33(5).

**SPECIAL TERMS AND CONDITIONS**

**PURPOSE.** The purpose of the Contract is to provide a source for Short Term Vehicle Rental service for State agencies, MnSCU and CPV Members on a national basis, for business travel only, in North America. The Contract may not be used for personal use.

**Note:** If the vehicle rental originates in Canada, contact the State Risk Management Division at 651.201.2585 to confirm insurance requirements.

**CONTRACT PRICES.** Prices are firm for the initial term of the Contract.

**NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

The Contract Vendor may not require or request the Renter to pay any supplemental liability protection insurance or require them to agree to any collision and loss damage waivers. Renter's employees are instructed to decline additional insurance as coverage is included in the cost of the rental.

**MINIMUM ORDER.** None

**PRODUCT OR SERVICE**

**CREDIT CARD PAYMENTS ONLY (AGENCY OR PERSONAL) – NO SWIFT ENTRY (CRO OR BPC) AGAINST THE CONTRACT IS REQUIRED. DO NOT ISSUE AGENCY PURCHASE ORDER.**

**OVERVIEW.** When needed to conduct official State, Mn/SCU or CPV business, passenger vehicles shall be available to all State, MnSCU and CPV officers and employees that have a valid driver's license and are 21 years of age or older. Licensed drivers over the age of 21, and on official State, MnSCU or CPV business, may rent vehicles under the terms and conditions of the Contract and will not be required to pay any extra charges from the Contract Vendor. The service will be provided on an "as needed" basis. **Invoices will be processed through the Renter's credit card company – DO NOT ISSUE A PURCHASE ORDER TO THE VENDOR.**

State, MnSCU or CPV employees shall comply with the use restrictions of the Contract Vendor and shall use the vehicles in performance of State, MnSCU or CPV business only, which may include transporting the vehicle directly to and from the employee's residence. State, MnSCU or CPV employees may be personally liable for loss or damage of vehicles while performing non-state related activities. **THIS CONTRACT MAY NOT BE USED FOR PERSONAL USE.**

The Contract Vendor may not deny rental to an agency if a vehicle is available. If a rental is denied when there is adequate inventory, the State agency may procure a vehicle from another vendor and charge the difference in cost to the Contract Vendor.

**For the purposes of this Contract, the following definitions shall prevail:**

**Authorized Renter/Driver for National Service** - Refers to an employee of a State agency, MnSCU or a member of the State's Cooperative Purchasing Venture (CPV) program, who possess a valid driver's license issued by the state in which the person resides, is renting for business purposes only, uses the Enterprise/National assigned customer number when making the reservation and the rental occurs outside of the state of Minnesota, and meet Enterprise/National's other normal renter qualifications. The authorized Renter/Driver that may operate the rental vehicle outside the state of Minnesota **must be 21 years of age or older and must be 25 years of age if renting and operating 10 to 12 passenger vehicles.** Under no circumstances may **personnel that are not employees drive the vehicles.**

"**Vehicle**" refers to any car, station wagon, van, truck, etc., that is rented from the Contract Vendor.

"**Short term**" refers to any transaction/rental period that will be one month (30 days) or less.

"**Rental**" refers to the transactions.

**IF STATE AGENCIES HAVE QUESTIONS REGARDING THE FOLLOWING CONDITIONS, THEY SHOULD CONTACT THE AMS OR THE STATE'S RISK MANAGEMENT DIVISION.**

**OPERATORS UNAUTHORIZED USAGE OF VEHICLES**

The Renter and Enterprise agree that (i) all of the Renter's employees operating vehicles pursuant to this Agreement will be 21 years or older (ii) all of the Renter's employees authorized by Enterprise will not permit the rental vehicle to be used or operated by any person other than an additional driver authorized by the Renter or Enterprise while in the course and scope of employment with the Renter or Renter's agency (iii) all of the Renter's employees operating vehicles pursuant to this Master Rental Agreement must have a valid driver's license in their possession. Enterprise shall inspect the driver's license of each employee to verify that each employee who will operate an Enterprise vehicle has a valid and current driver's license with unrestricted driving privileges.

## **RENTER/DRIVER'S RESPONSIBILITIES**

**DRIVER QUALIFICATIONS.** The Authorized Renter/Driver must be an employee of a State agency, MnSCU or a member of the State's Cooperative Purchasing Venture (CPV) program, who possess a valid driver's license issued by the state in which the person resides, and who is 21 years or older.

**ADDITIONAL DRIVERS.** All rentals for vehicles will originate with Enterprise offices located in the state of Minnesota unless otherwise listed and will be written in the name of the authorized Renter/Driver who will be operating the rental vehicle, and the driver shall provide his/her valid drivers license for inspection. The rental charge shall be a direct obligation of the State and Enterprise agrees that it shall not impose any financial obligation on the authorized Renter/Driver(s) who qualify as a renter with the appropriate pre-authorized consent of the employee's State agency as defined by the State's RFP (herein "Renter" or "Driver"). The terms and conditions of the Enterprise Standard Rental Agreement do not apply to the authorized employee(s) who qualifies as a Renter/Driver.

**RENTALS.** All rentals are to be made in the name of the State of Minnesota to ensure insurance coverage. Since travelers on official business are representing the State of Minnesota and the applicable State, MnSCU or CPV agency, the Renter's name should be included as an agent of the State of Minnesota or the applicable agency.

**LOSS OR DAMAGE TO RENTER'S PROPERTY.** The Contract Vendor will not be responsible for loss of, or damages to, any property left, stored or transported by the Renter, or any other persons in or upon any premises of the Contract Vendor. The Renter assumes all risk of such loss or damage and waives all claims against the Contract Vendor by reason thereof.

**FINES AND PENALTIES.** The Renter shall be responsible for and shall pay all fines, penalties and forfeitures imposed for parking or traffic violations which are incurred while any vehicle is rented and in their possession.

**DAMAGED OR STOLEN VEHICLE.** Should any vehicle be stolen, substantially damaged, or otherwise become unusable, the Contract Vendor shall, upon notification from the Renter, furnish the Renter a substitute vehicle of like make and body.

**ACCIDENT.** In the event of an accident, no Renter shall be asked for any monies at the time of the accident. All Renters will cooperate with the Contract Vendor by completing accident reports and giving any information to the proper authorities.

**SMOKING.** All vehicles rented must be "smoke free." The renter will assure that all occupants comply with this requirement.

**CELL PHONE USAGE.** The Renter is prohibited from using a cell phone, Personal Digital Assistant (PDA), GPS devices, or similar electronic equipment while operating a rental vehicle.

**TOWING.** The Renter is prohibited from obtaining towing services for any vehicles rented under the Contract. The Renter is instructed to contact the Contract Vendor if vehicle problems occur.

### **EQUIPMENT (Rental Vehicles)**

**When available, vehicles capable of running on alternative fuels are preferred.**

At the time of the rental, vehicles are to be no more than 24 months old (as measured from the date of manufacture), cleaned, washed after the last use, and in well maintained condition. Interior windshields shall be clean and the vehicle shall contain a full tank of fuel. All vehicles must be the property of the Contract Vendor. It is the responsibility of the renter to provide fuel for the term of the rental and to return the vehicle with an amount equal to that when it was picked up (full tank). If the Renter fails to return the vehicle with a full tank of fuel, the Contract Vendor may charge for fuel at the rate per gallon offered in the response on the Price Schedule.

Vehicles shall be equipped with driver's-side airbag, automatic transmission, AM/FM radio and air conditioning. If made available by the vehicle manufacturer for the make and model of any of the vehicles within the applicable rental class, and defined by the manufacturer as a feature provided in the "Standard Features" or "Base Model," the vehicle shall, at the time of rental, also be equipped with the same features. If such a vehicle is not available at the time of the rental, a vehicle equipped with the "Standard Features" or "Base Model" packages shall be made available at no additional charge.

Upon completion of each rental, the Renter shall return each vehicle, together with all tires and equipment, in the same condition as when received, ordinary wear and tear excepted, to the place where the vehicle was first picked up by the Renter.

The Contract Vendor will keep all vehicles provided in good working order. For the purposes of the Contract, full service shall mean that the Contract Vendor's offer includes, but is not limited to; all labor, all parts, material and equipment costs. The offer shall also include all emergency work, complete preventive maintenance as recommended by the manufacturer or specified herein, whichever is greater; all repairs and replacement of major or minor parts, as necessary, on the rental fleet; all administrative reporting or other requirements, all overhead costs and profit. It shall also include any ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be understood by the Contract Vendor and included herein.

It is the Contract Vendor's responsibility to maintain the vehicles and related equipment provided under the resulting Contract consistent with applicable safety and health codes.

**REPLACEMENT VEHICLE.** In the course of a rental in progress, should any repair be found necessary, the Renter is to be notified, in writing, of the need for the repair. Immediate action to remedy the problem must occur and a replacement vehicle must be provided.

If, during the course of a rental in progress, the Contract vehicle should breakdown and is deemed inoperable by the user, the Contract Vendor will take immediate action to remedy the problem and a replacement vehicle must be provided.

## **AGENCY MANAGEMENT AND RENTERS SHOULD CAREFULLY REVIEW THE INSURANCE EXCLUSIONS LISTED BELOW.**

### **CONTRACT VIOLATIONS**

As pursuant to the Minnesota Department of Commerce Commissioner's authority as outlined in Minn. Stat. § 72A.125, subd. 3; the following are acceptable exclusions to providing Collision Damage Waiver Protection and Supplemental Liability Protection to the State's operator of the Enterprise vehicle:

1. Damage or loss which directly results from an authorized driver's intentional reckless or willful and wanton misconduct; or
2. Damage or loss which directly results from an authorized driver's operation of the vehicle while legally intoxicated or under the influence of any illegal drug as defined or determined under the law of the state where the damage occurred; or
3. Damage or loss which directly results from an authorized driver towing or pushing anything; or
4. Damage or loss which results while the vehicle is being used for commercial hire; or
5. Damage or loss which occurs out of the use of the vehicle while committing or otherwise engaged in a criminal act in which the vehicle 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 where the criminal activity occurs; or
6. Damage or loss which occurs while the vehicle is involved in a speed test or speed contest or in driver training activity; or
7. Damage or loss which occurs while the vehicle is operated outside the United States or Canada; or

8. Damage or loss which occurs to a vehicle if the renter provided fraudulent or false information and the rental company would not have rented the vehicle if it had received true information; or
9. Damage or loss which occurs while the vehicle is operated by an unauthorized driver; or
10. Damage from the continued use of the vehicle when use will cause damage (i.e., warning lights on, flat tire, steam rising from the engine); or
11. If the vehicle is stolen and the operator fails to return the original ignition key, file a police report within 24 hours after discovering the theft and cooperate fully with Enterprise in all matters connected with the investigation of the theft.

Should any of these exclusions be found to be void or unenforceable by the Minnesota Department of Commerce Commissioner after the effective date of this Master Rental Agreement, the remaining exclusions shall continue to apply.

The Contract Vendor must take precautions that the renter's personal information is handled in a confidential and sensitive manner.

### **RENTAL RATES – NATIONAL SERVICE**

During the first twelve months of this Contract, short term Base Rental Charges for the vehicles are listed on the Price Schedule. The cost for fuel, if the vehicle is returned less than full, will be not more than 33% above the full service rate for gasoline in the trade area of the rental at the time of the rental. Enterprise shall provide a thirty (30) day prior written notice to the State of any increase in Base Rental Charges after the first twelve months of the Contract expires.

The daily rental charge shall be calculated based on a continuous 24 hour period from the beginning to the end of the rental, not a calendar day. Example: The charge for a rental commencing at 5:30 P.M. on a Monday, the 1<sup>st</sup> of a month, (paperwork complete and vehicle released) and completed (vehicle returned) by 5:30 P.M. Tuesday, the 2<sup>nd</sup> of the same month, will be one day. If the vehicle is returned after that period, Enterprise may charge an hourly fee not to exceed the daily rental rate. All conditions remain in effect until the authorized Renter/Driver returns the rented vehicle and the vehicle is checked in by Enterprise.

If lower prices or benefits are offered by the Contract Vendor through promotions, or on subsequent contract(s) or price agreement(s) to anyone, the same pricing structure or benefit must be extended to any existing comparable State Contract that the Contract Vendor may have in effect at the time. Failure to comply may result in cancellation of the State Contract.

### **TAXES**

Since rentals on the Contract will originate outside of the state of Minnesota, any taxes or fees applicable to the rental in whatever State the rental originates will be paid by the Renter and collected by Enterprise – this includes Airport Fees.

### **LIABILITY TO THIRD PARTIES**

Enterprise agrees to provide Supplemental Liability Protection (SLP) on short and long term rentals if directed by the State's Risk Management Division. Authorized Renter/Drivers are provided with minimum financial responsibility limits as set forth in the applicable motor vehicle financial responsibility laws of the state where the vehicle is operated, and excess insurance which supplies authorized drivers with third party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits set forth above and Supplemental Liability Protection (SLP) of \$2,000,000. SLP applies while driving in the United States and Canada, if the car is rented and returned in the United States. SLP does not apply in Mexico; SLP does not provide Personal Injury Protection benefits; Uninsured/Underinsured Motorist Coverage; No Fault; First Party Benefits or supplemental No Fault Insurance. SLP is also subject to the terms, conditions, provisions, limitations and exclusions contained in this Contract and in the Supplemental Liability Policy. If any provisions of the Contract conflict with any provisions of the Supplemental Liability Policy, the terms of the Supplemental Liability Policy will apply.

**OPERATOR'S UNAUTHORIZED USAGE OF VEHICLES.**

The State and Enterprise agree that (i) all of the authorized Renter/Drivers operating vehicles pursuant to this Contract will be 18 years old or older for instate operation and 21 years old or older for operation outside the State of Minnesota.

(ii) all of the authorized Renter/Driver's authorized by Enterprise will not permit the rental vehicle to be used or operated by any person other than an additional driver authorized by the authorized Renter/Driver or Enterprise while in the course and scope of employment with the State agency, MnSCU or CPV Member (iii) all of the employees of the State, MnSCU or CPV Member operating vehicles pursuant to this Contract must have a valid driver's license in their possession. Enterprise shall inspect the driver's license of each authorized Renter/Driver to verify that each authorized Renter/Driver who will operate an Enterprise vehicle has a valid and current driver's license with unrestricted driving privileges.

For any van with a seating capacity of 10 or more rented pursuant to this Contract, the State agrees to abide by the following restrictions: The van will not be operated or used outside of the United States. The van does not meet Federal Bus Safety Standards and they will not transport children in the twelfth (12<sup>th</sup>) grade or younger for school related functions. Passenger vans that seat 15 or more passengers are not part of the Contract. Furthermore, Enterprise shall provide a large van addendum (which must be signed at the time of each rental of a large van) which contains the following consumer advisory to all drivers of a van with seating capacity of 10 or more:

U. S. Department of Transportation Large Van Advisory

The risk of a rollover crash in a 15-passenger van increase as the van is more fully loaded. The risk rose as passengers are added, and once the van has 10 or more passengers, the rollover risk is greatly increased. Placing a load on the roof also contributes to this increased risk of rollover. These two conditions change the van's center of gravity. As a result, the van has less resistance to rollover and handles differently from other passenger vehicles making it more difficult to control in an emergency situation. Most vehicle rollovers are single vehicle crashes in which the vehicle runs off the road and overturns when it strikes a ditch, embankment, soft soil, or other objects.

## ORDER PROCESSING INSTRUCTIONS

### ENTERPRISE RENT-A-CAR

TO RESERVE VEHICLES: AGENCIES SHOULD CONTACT THE CONTRACT VENDOR'S RESERVATION DESK AT 1-800-RENT-A-CAR (1-800-736.8222) OR AT [WWW.ENTERPRISE.COM](http://WWW.ENTERPRISE.COM). FOR THIS SERVICE REFERENCE STATE OF **MINNESOTA ACCOUNT NO. XZ19113.**

THE **PIN** NUMBER IS THE FIRST THREE LETTERS OF THE ACCOUNT NAME WHICH IS THE STATE OF MINNESOTA (**STA**). BE SURE TO CHECK THE LOCATIONS HOURS OF SERVICE.

**CONTRACT VENDOR HOURS.** Renters should confirm the hours of the service provided by the Contract Vendor at the city they are traveling to. The information is available at the Contract Vendor's reservation desk at 1-800-736.8222 or at their website at [WWW.ENTERPRISE.COM](http://WWW.ENTERPRISE.COM).

#### **ORDER PROCESSING.**

The Renter may make reservations with the Contract Vendor's reservation center or via the Contract Vendor's website. **Invoices will be issued directly to the Renter and must be paid with agency or personal credit card at the time of the rental.** For "preferred service," the Renter will provide at least 72 hours notice, but not less than 24 hours notice, prior to vehicle pickup time. **DO NOT ISSUE AN AGENCY PURCHASE ORDER.**

### NATIONAL CAR RENTAL

TO RESERVE VEHICLES: AGENCIES SHOULD CONTACT THE CONTRACT VENDOR'S RESERVATION DESK AT 1-800-CAR-RENT (1-800-227.7368) OR AT [WWW.NATIONALCAR.COM](http://WWW.NATIONALCAR.COM). FOR THIS SERVICE REFERENCE STATE OF **MINNESOTA CONTRACT ID NO. XZ19113.**

There is **NO PIN** number required when using National Car Rental. BE SURE TO CHECK THE LOCATIONS HOURS OF SERVICE.

**CONTRACT VENDOR HOURS.** Renters should confirm the hours of the service provided by the Contract Vendor at the city they are traveling to. The information is available at the Contract Vendor's reservation desk at 1-800-227.7368 or at their website at [WWW.NATIONALCAR.COM](http://WWW.NATIONALCAR.COM).

#### **ORDER PROCESSING.**

The Renter may make reservations with the Contract Vendor's reservation center or via the Contract Vendor's website. **Invoices will be issued directly to the Renter and must be paid with agency or personal credit card at the time of the rental.** For "preferred service," the Renter will provide at least 72 hours notice, but not less than 24 hours notice, prior to vehicle pickup time. **DO NOT ISSUE AN AGENCY PURCHASE ORDER.**

**IMPORTANT: 15 PASSENGER VANS MAY NOT BE RENTED BY STATE AGENCIES OR MnSCU AT ANY TIME.**

**15 PASSENGER VANS MAY NOT BE RENTED UNDER THE CONTRACT BY CPV MEMBERS.**

**CONTRACT PRICES**

**PRICES INCLUDE ALL INSURANCE COVERAGE REQUIRED BY RISK MANAGEMENT**

| <u>TYPE OF VEHICLE</u>   | <u>UNLIMITED MILEAGE</u> |                    |
|--|--------------------------|--------------------|
|  | <u>Daily Rate</u>        | <u>Weekly Rate</u> |
| <u>Compact Cars</u><br>Nissan Versa, Rio, Yaris or similar                       | \$34.00                  | \$170.00           |
| <u>Compact Hybrids</u><br>Prius  | \$51.00                  | \$260.00           |
| <u>Mid-Size Cars</u><br>Chevy HHR, Sebring, Avenger, Ford Fusion, Hyundai Sonata | \$36.00                  | \$185.00           |
| <u>Large Cars</u><br>Camry, Charger, Impala, Malibu or similar                   | \$38.00                  | \$195.00           |
| <u>Full Size Hybrids</u><br>Camry  | \$63.50                  | \$317.50           |
| <u>Mini Vans</u><br>Town & Country, Caravan, Sedona or similar                   | \$55.00                  | \$275.00           |
| <u>Small Pickup Trucks</u><br>Dakota, Colorado, Canyon or similar                | \$49.50                  | \$247.50           |
| <u>Standard Pickup Trucks</u><br>Silverado, F150, Ram or similar                 | \$53.50                  | \$267.50           |
| <u>Cargo Vans</u><br>Chevrolet Express or similar                                | \$45.00                  | \$225.00           |
| <u>SUV – Small Size</u><br>RAV 4, Escape or similar                              | \$55.00                  | \$275.00           |
| <u>SUV – Standard Size</u><br>Explorer, Grand Cherokee or similar                | \$63.50                  | \$317.50           |
| <u>SUV – Large</u><br>Tahoe, Durango, Aspen or similar                           | \$73.50                  | \$367.50           |
| <u>*** Vans – 10-12 Passenger</u><br>Chevrolet Express or similar                | \$100.00                 | \$550.00           |

**RENTAL RATES INCLUDE THE FOLLOWING:**

- Rates include Roadside Assistance.
- One way rentals are allowed with 500 miles free.
- Rates include unlimited mileage on daily and weekly rates on all vehicles.
- All rates include Supplemental Liability Protection (SLP) of \$2,000,000 and full comprehensive and collision coverage. This waives the renter of responsibility for physical damage to the rental vehicle, up to its entire value, with no deductible. Restrictions of coverage apply as defined in the Master Rental Agreement.

**EXTRA CHARGES**

The cost for fuel, if the vehicle is returned with less than a full tank, is 33% above the weekly gasoline prices for the Midwest as posted on the Department of Energy Fuel Index at:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

- Late Return Charge -- \$15.00 per hour up to the cost of one rental day.

**REVISIONS:**

- 11/21/11 Order processing instructions updated.
- 09/12/11 Contract is extended through September 30, 2013, at the same prices, terms and conditions.
- 07/01/11 Contract Release updated with SWIFT information.
- 03/07/11 Contract Release language re Cell Phone usage is updated.
- 08/31/10 Contract Release is updated to list models available in vehicle categories.
- 05/18/10 Contract is amended to update the Operator's Unauthorized Usage of Vehicles language as stated in the Contract Release.
- 01/19/10 Contract is extended through September 30, 2011, with prices reduced on certain models.
- 09/11/09 Order Processing Instructions updated.
- 08/03/09 Contract Release is updated to include new State requirement: MN Statutes 169.475 states – "No person may operate a motor vehicle while using a wireless communications device to compose, read, or send an electronic message, when the vehicle is in motion or a part of traffic."