

**1.7 ASSIGNMENT:** Participant and Traveler will not assign a Contract or permit anyone other than a properly authorized and licensed Traveler to operate any rental vehicle.

**1.8 ACCIDENTS:** Participant shall require Traveler to promptly notify the Contractor of all accidents involving any rental vehicle Traveler has in its possession, including the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners of property damaged, the place at which Contractor may examine the vehicle and such other information as may be known by Traveler, and promptly advise Contractor of all correspondence, papers, notices and documents delivered to Traveler in connection with any claim or demand involving or relating to any vehicle or its operation. Participant and Traveler shall reasonably cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

**1.9 LIABILITY FOR RENTAL VEHICLE:** Contractor shall hold State, Participant and Traveler harmless from any physical damage, loss, vandalism, fire or theft of the rental vehicle provided rental vehicle was not used by the Participant or Traveler in any manner listed in Section 3.1. The Contractor shall not charge the State, Participant or Traveler any collision/loss damage waiver fee for a vehicle operated in compliance with the terms of the Contract. The loss of use fee is in the pricing section of this Price Agreement. On behalf of itself and its franchisees, Contractor specifically waives any right to submit any claim against the State, Participant or Traveler for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a rental vehicle provided under this Contract, provided rental vehicle was not used by the Participant or Traveler in any manner listed in Section 3.1. Notwithstanding above, Travelers shall not smoke in Contractors vehicles, and Contractor may reasonably charge Participant for any smoking damages caused by Traveler or Traveler's passengers in the vehicle while in Traveler's possession.

**1.9.1 Liability Protection for Rental Vehicle:** Contractor shall provide liability protection with each vehicle rental transaction at no additional cost to Participant for a vehicle operated in compliance with the terms of the Contract. This liability protection shall extend third party liability protection to Participant and Traveler in a combined single limit amount per occurrence of not less than \$1,000,000 per accident for bodily injury, death or property damage to others arising out of the use or operation of the rental vehicle.

**1.9.2 PROPERTY IN THE VEHICLE:** Contractor is not responsible for loss of or damage to any Participant personal property in or on the vehicle, in any service vehicle, on Contractors premises, or received or handled by Contractor.

**1.10 RESERVATIONS:** Contractor shall accept reservations made at least 24 hours in advance on local rentals and seven (7) calendar days in advance on one way rentals, mini-vans, large SUV's and 12 passenger vans. Reservations may be made

*Large Pickup* - Dodge Ram BR 2500, Ford F250, GMC Sierra, 2500 HD, Chevrolet Silverado 2500 HD.

*Cargo Van* - Chevrolet 2500 Express Cargo, Ford F250, Econoline, Dodge Ram Van 2500.

**2.11 LICENSING REQUIREMENTS:** Contractor shall secure, maintain and pay for any federal, state and local licenses required to provide the services referenced in this Price Agreement.

**2.12 ALTERNATE VEHICLES/EQUIPMENT:** Contractor shall not provide without the consent of the Participant alternate size classifications (larger or smaller) other than the Mandatory and Desirable classes identified in Section 2.10. At time of reservation, Participant may expressly request rental vehicles from alternate size classes. All alternate size vehicles must be equipped with minimum standard equipment identified in Section 2.2 above.

Alternate size classifications specifically identified by the State shall be subject to Vehicle Models as defined in Section 2.10 above. Alternate size classifications not identified by the State, but offered by the Contractor, will be considered as conditional use, regardless of location.

**2.13 ALTERNATIVE FUEL VEHICLES:** Where available and on not less than seven (7) days advance request, Contractor shall provide a class of vehicles known as Alternative Fuel (E85, natural gas or hydrogen) or "hybrid" vehicles. Hybrid vehicles must have a federal MPG rating of at least 25 MPG.

**2.14 NON-SMOKING VEHICLES:** Contractor shall make every attempt to provide under this Price Agreement, non-smoking vehicles, whereas previous renters did not smoke tobacco products inside the vehicle.

### **3 PARTICIPANT RESPONSIBILITIES**

#### **3.1 PROPER USE OF VEHICLE:**

Participant agrees that the rental vehicle will not be used:

- A. by a driver who is under the influence of alcohol or any prohibited drugs.
- B. for any illegal purpose.
- C. to push or tow another vehicle unless the vehicle is equipped for towing and is specified in the rental agreement..
- D. to carry passengers or property for hire.

**E.** in a test, race or contest.

**F.** by an unlicensed driver.

**G.** by a person other than an authorized Traveler with the minimum driver requirements.

**H.** outside of the United States except where such use is specifically authorized by the Contract.

**I.** off paved, graded or maintained roads, or driveways, except when the Contractor has agreed to this in writing beforehand. SUV's, cargo vans and pick-up trucks shall be allowed, with Contractor's prior written agreement, to operate off paved, graded or maintained roads and driveways or roads open for use by high-clearance vehicles (Maintenance Level 2 definition for roads in National Forests)

**J.** by a driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.

**K.** by a driver who is under 18 years of age

**L.** by a driver or occupant who is smoking.

**M.** by a driver who obtained the vehicle through fraud or misrepresentation.

**N.** by a driver who intentionally caused the damage to or loss of the vehicle.

**O.** in a live artillery fire exercises, or used in training or tactical maneuvers.

**P.** Will not leave the keys in the vehicle while unattended. If vehicle is stolen, the Participant must be able to produce the keys.

**3.2** Participants shall not use passenger vans with a capacity of 10 or more passengers to transport children in the twelfth (12<sup>th</sup>) grade or younger for school related functions.

**3.3** Participants shall not operate or use passenger vans with a capacity of 10 or more passengers in the District of Columbia, the States of Florida, Iowa, Maine, Massachusetts, New York, Rhode Island and the country of Canada.

**3.4 FULL FUEL TANKS:** Participant shall return a vehicle to the Contractor with a full tank of fuel, or partially filled if the vehicle is an AFV that uses compressed

natural gas. If Participant returns the vehicle to Contractor with less than a full tank of fuel, Contractor may invoice Participant for the missing fuel at the average retail cost of fuel for the market at the return location.

**3.5 RETURN OF VEHICLE:** The Participant shall return the vehicle to the agreed return location as specified on the Standard Rental document.

**3.6 FINES, EXPENSES, COSTS AND ADMINISTRATIVE FEES.** Participant shall pay all fines, penalties and court costs for parking, traffic, toll and other violations, including storage liens and charges.

**3.7 - DRIVER QUALIFICATIONS -** At the time of reservation, Participant will provide the Participant account number. At the time of rental, the Traveler will present a method of payment, acceptable to Contractor and a valid driver's license.

**3.8** Participants should contract for vehicle rental in the most efficient and cost-effective manner resulting in the best value to the Participant. Participants and Travelers are encouraged to use the Contractor offering the lowest price vehicle rental choice under the Master Agreement.

#### **4. ADMINISTRATIVE AND CONTRACT MANAGEMENT REPORTS; ADMINISTRATIVE FEES**

##### **4.1 ADMINISTRATIVE AND CONTRACT MANAGEMENT REPORTS**

Contractor shall provide administrative and contract management reports at the times and in the manner set forth in this Section 4. "Volume Sales Reports", "Noncompliance Reports" and "Accident Reports" are defined in subsections 4.2 through 4.4.

**4.1.1 Lead State on behalf of WSCA:** Contractor shall provide quarterly to the WSCA Contract Administrator at Lead State on behalf of WSCA Volume Sales Reports and Noncompliance Reports for all use of the Master Price Agreement nationwide.

**4.1.2 Oregon Price Agreement:** For vehicle rentals to State, State Agencies, and other Oregon Participants, Contractor shall provide to the DAS SPO Contract Contact Person quarterly Volume Sales Reports, monthly Noncompliance Reports and monthly Accident Reports. Contractor shall submit to State such additional custom reports State may reasonably request. For itself and as Lead State on behalf of WSCA, State reserves the right to request Contractor to modify reports or create ad-hoc reports as needed.

**4.1.3 Other Participating States:** For vehicle rentals to Participants in each Participating State other than Oregon, Contractor shall provide to the Contract Contact Person for a Participating State quarterly Volume Sales Reports, monthly Noncompliance Reports, and monthly Accident Reports, or as otherwise agreed by Contractor and Participating State in the applicable Participating Addendum. Contractor shall submit to Participating State such