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**ENDORSED  
FILED**  
Superior Court of California  
County of San Francisco

MAR 01 2017

**CLERK OF THE COURT**  
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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF SAN FRANCISCO  
14 UNLIMITED JURISDICTION

15 PEOPLE OF THE STATE OF CALIFORNIA,  
16 acting by and through San Francisco City  
Attorney DENNIS J. HERRERA,

17 Plaintiff,

18 vs.

19 THE HERTZ CORPORATION, AMERICAN  
20 TRAFFIC SOLUTIONS, INC., ATS  
21 PROCESSING SERVICES, L.L.C.,  
AMERICAN TRAFFIC SOLUTIONS  
22 CONSOLIDATED, L.L.C., PLATEPASS,  
L.L.C., and DOES 1 through 20, inclusive,

23 Defendants.

Case No.

**CGC-17-557336**

**COMPLAINT FOR INJUNCTIVE RELIEF  
AND CIVIL PENALTIES FOR VIOLATIONS  
OF BUSINESS AND PROFESSIONS CODE  
SECTIONS 17200 AND 17500**

[VERIFIED ANSWER REQUIRED PURSUANT  
TO CODE OF CIVIL PROCEDURE SECTION  
446]

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1 Plaintiff, the People of the State of California (the “People”), acting by and through San  
2 Francisco City Attorney Dennis J. Herrera, brings this action against Defendants the Hertz Corporation  
3 (“Hertz”) and its partner American Traffic Solutions, Inc. (“ATS”)<sup>1</sup> (collectively, “Defendants”) and  
4 alleges as follows:

## 5 INTRODUCTION

6 1. In 1988, the California legislature enacted the Rental Passenger Vehicle Transactions  
7 law (Assembly Bill 3006) to protect consumers from unscrupulous practices by the rental car industry.  
8 The law prohibits rental car companies from requiring the purchase of optional services or inducing  
9 renters to purchase such services through unfair, deceptive, or coercive conduct.

10 2. Nevertheless, Hertz and its partner ATS are fraudulently and deceptively inducing  
11 Hertz customers who drive across San Francisco’s iconic Golden Gate Bridge to purchase an  
12 “optional” toll service called PlatePass. Customers neither choose the service, nor receive sufficient  
13 notice to avoid it. They neither receive its supposed benefits, nor consent to its charges. Instead, by  
14 simply driving over the Golden Gate Bridge a single time, as millions of tourists do each year, each  
15 Hertz customer is charged not only the undiscounted toll rate, but up to \$24.75 in extra fees. Worse,  
16 Hertz does not charge and disclose these fees on the receipt it provides to customers upon the close of  
17 the rental, but instead provides its customers’ confidential personal credit card information to a third  
18 party who slips in the charge at a later date. These practices are not only unfair; they are unlawful.

19 3. Opened in 1937, the Golden Gate Bridge is the oldest and most iconic of California’s  
20 eight toll bridges. With its 746-foot tall towers, sweeping main cables, signature International Orange  
21 color, and Art Deco styling, this 1.7-mile suspension bridge has been deemed one of the “Seven  
22 Wonders of the Modern World” and is one of the top-10 tourist destinations in the United States. It  
23 was and remains the only roadway between San Francisco and California’s northern counties. Forty  
24 million vehicles cross the bridge every year.

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25  
26 <sup>1</sup> References to “ATS” include American Traffic Solutions, Inc., and its subsidiaries and  
27 operational divisions named as Defendants herein: ATS Processing Services, L.L.C., American Traffic  
28 Solutions Consolidated, L.L.C., and PlatePass, L.L.C.

1           4.       Since 2009, Defendants have enabled every Hertz rental car in California with  
2 PlatePass. The service permits Hertz customers to bypass cash lanes and use the faster electronic  
3 (FasTrak) lanes on California's eight toll bridges (without having to establish a FasTrak account or  
4 incur toll violations). This convenience does not come cheap. PlatePass costs \$4.95 per day for the  
5 duration of the rental, including days on which the renter does not use it, and is capped at \$24.75, plus  
6 an inflated charge for the toll itself.

7           5.       On March 27, 2013, the Golden Gate Bridge converted to All Electronic Tolling  
8 ("AET"). It is the only AET bridge in the state. Motorists may no longer stop at the bridge's Toll  
9 Plaza to pay their tolls in cash. Instead, they drive through the Toll Plaza and pay their tolls via  
10 FasTrak or one of several free new payment methods—including the option to pay *before* or *after*  
11 crossing the bridge (in person, online, by phone, or by mail).

12           6.       Since the conversion to AET, PlatePass on the Golden Gate Bridge is a scam.  
13 Motorists no longer receive the advertised benefit of faster passage. Every lane is the same and  
14 available to everyone, with or without PlatePass and with or without FasTrak. And motorists can no  
15 longer avoid the service and its steep fees by paying their tolls via an optional cash lane—an option  
16 available to motorists on every other toll bridge.

17           7.       Defendants compound these defects by actively misleading consumers about the  
18 optional nature of PlatePass and the ways consumers can avoid it. In stark contrast, customers are  
19 afforded a clear and direct way to affirmatively accept or decline *every other* optional service (*e.g.*,  
20 infant car seats, satellite radio, Loss Damage Waiver, etc.).

21           8.       Finally, Hertz unlawfully provides the customer's billing information to ATS, a third-  
22 party, which—without proper disclosures or express informed consent—charges the customer's credit  
23 or debit card several weeks after the conclusion of the car rental.

24           9.       Over the past four years, tens of thousands of Hertz customers have unwittingly paid  
25 millions of dollars in PlatePass fees for the simple act of crossing San Francisco's iconic Golden Gate  
26 Bridge.

27           10.      These and similar practices by other rental car companies have caused confusion and  
28 prompted complaints. For example, a recent article about the Golden Gate Bridge's conversion to

1 AET notes that rental car toll service fees come “as a surprise to some car renters who don’t learn  
2 about the charges until they get their credit card bills.” (Cabanatuan, *Golden Gate Bridge Tolls*  
3 *Broadside Tourists Who Rent Cars*, San Francisco Chronicle (June 3, 2015) p. E1.)<sup>2</sup> John Goodwin, a  
4 spokesman for the Metropolitan Transportation Commission, was quoted as saying his agency  
5 received a lot of complaints, most of which “are about the obscure or allegedly deceptive practices of  
6 rental car companies . . .” (*Ibid.*)

7 11. In addition to the aforementioned Rental Passenger Vehicle Transactions law,  
8 Defendants’ scheme violates several other laws, including the Unfair Competition Law (Bus. & Prof.  
9 Code, § 17200, *et seq.*), the False Advertising Law (Bus. & Prof. Code, § 17500, *et seq.*), the  
10 Consumer Legal Remedies Act (Civ. Code, § 1750, *et seq.*), and the federal Restore Online Shopper’s  
11 Confidence Act (15 U.S.C. §§ 8401-05).

12 12. As described in more detail below, this action seeks to put a stop to this illegal scheme,  
13 and force Defendants to pay back their victims.

#### 14 PARTIES

15 13. Plaintiff, the People of the State of California, by and through San Francisco City  
16 Attorney Dennis J. Herrera, prosecutes this action pursuant to California Business and Professions  
17 Code section 17200 *et seq.*

18 14. Defendant Hertz is a Delaware corporation with its principal place of business in  
19 Estero, Florida, and is registered to conduct business in California. Hertz is engaged in the business  
20 of, *inter alia*, renting vehicles to consumers in California and around the world. Hertz maintains  
21 hundreds of rental offices in California, and maintains a website, [www.hertz.com](http://www.hertz.com), available to  
22 California consumers.

23 15. With annual revenues over \$10 billion, Hertz is among the largest rental car companies  
24 in the world. It operates the Hertz, Dollar, Thrifty, and Firefly car rental brands in approximately  
25 10,000 locations throughout approximately 150 countries in North America, Europe, Latin America,  
26 Asia, Australia, Africa, the Middle East, and New Zealand. Hertz is one of three companies that

27 \_\_\_\_\_  
28 <sup>2</sup> San Francisco Chronicle webpage, <<http://www.sfchronicle.com/bayarea/article/Golden-Gate-Bridge-tolls-broadside-tourists-who-6304954.php>> [as of February 24, 2017].

1 comprise an oligopoly in the rental car industry; the three largest companies control 90% of the U.S.  
2 market and more than 98% of the airport business.

3 16. Defendant American Traffic Solutions, Inc. is a privately-held, Kansas corporation with  
4 its principal place of business in Mesa, Arizona, and is registered to conduct business in California. It  
5 is engaged in the business of, *inter alia*, developing and providing electronic toll and traffic  
6 management solutions worldwide, including California. It serves the nation's largest rental car  
7 companies, including Hertz, and processes nearly 50 million toll transactions every year.

8 17. Defendant ATS Processing Services, L.L.C. is based in Scottsdale, Arizona, and is a  
9 division of American Traffic Solutions, Inc.

10 18. Defendant American Traffic Solutions Consolidated, L.L.C. is a Delaware limited  
11 liability company with its principal place of business in Scottsdale, Arizona. It is a subsidiary of  
12 American Traffic Solutions, Inc.

13 19. Defendant PlatePass, L.L.C. is a Delaware limited liability company with its principle  
14 place of business is in Scottsdale, Arizona. It is an operational division of American Traffic Solutions  
15 Consolidated, L.L.C. PlatePass, L.L.C. administers ATS's PlatePass system and collects tolls and  
16 PlatePass administrative fees throughout the country, including California.

17 20. Notwithstanding corporate formalities, American Traffic Solutions, Inc., ATS  
18 Processing Services, L.L.C., American Traffic Solutions Consolidated, L.L.C., and PlatePass, L.L.C.,  
19 (collectively, "ATS") have combined operations, and at all times relevant to this litigation, American  
20 Traffic Solutions, Inc. has actively directed and controlled the daily activities of its subsidiaries and  
21 their operational divisions, to the extent that the subsidiaries and operational divisions have no  
22 separate corporate interests of their own and function solely to achieve the purposes of American  
23 Traffic Solutions, Inc.

24 21. ATS maintains a website, [www.platepass.com](http://www.platepass.com) ("PlatePass website"), available to  
25 California consumers.

26 22. The true names and capacities of Defendants sued herein under the fictitious names  
27 Does 1 through 20, inclusive, are unknown to the People. The People will seek leave of court to  
28 amend this Complaint to allege such names and capacities as soon as they are ascertained.



1 28. Venue is proper in this Court because Defendants transact business in the City and  
2 County of San Francisco and some of the acts complained of occurred in this venue.

3 **BACKGROUND FACTUAL ALLEGATIONS**

4 **I. California's Toll Bridges And FasTrak.**

5 29. There are eight toll bridges in California: the Antioch Bridge, the Benicia-Martinez  
6 Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Golden Gate Bridge, the Richmond-San  
7 Rafael Bridge, the San Francisco-Oakland Bay Bridge, and the San Mateo-Hayward Bridge.

8 30. Each of the eight toll bridges is located in the greater San Francisco Bay Area, and each  
9 has been open and collecting tolls from motorists for decades. Tolls are collected in one direction  
10 only.

11 31. The Golden Gate Bridge is owned and operated by the Golden Gate Bridge, Highway  
12 and Transportation District (the "District"). (See Cal. Sts. & High. Code, §§ 27500-27567.) The  
13 Golden Gate Bridge Toll Plaza, located at the southern end of the bridge, is located in the City and  
14 County of San Francisco.

15 32. Motorists are charged tolls for crossing the Golden Gate Bridge in the southbound  
16 direction only. Between September 2, 2008 and April 6, 2014, the undiscounted toll rate was \$6.00.  
17 Between April 7, 2014 and June 30, 2015, the undiscounted toll rate was \$7.00. Between July 1, 2015  
18 and June 30, 2016, the undiscounted toll rate was \$7.25. Between July 1, 2016 and today, the  
19 undiscounted toll rate is \$7.50. During all these times, motorists who paid via FasTrak were afforded  
20 a \$1.00 discount.

21 33. The other seven toll bridges are owned by the State of California, and operated by the  
22 California Department of Transportation.

23 34. The Bay Area Toll Authority ("BATA") manages FasTrak, which is the electronic toll  
24 collection system used in the State of California.

25 35. By October 2000, all eight California toll bridges were compatible with FasTrak and all  
26 eight bridges maintained a mix of "cash" and "FasTrak-only" lanes. FasTrak-only lanes are not  
27 staffed by toll collectors; FasTrak users can drive through the toll plaza without having to stop.

28 ///

1           36.     To pay a bridge toll using FasTrak, motorists must complete several steps: 1) purchase  
2 a FasTrak “toll tag” (also called a “transponder”) for \$25 (\$20 refundable deposit and \$5 in prepaid  
3 tolls) online or at a retail store, 2) open a FasTrak account online, by phone, or in person, and 3) mount  
4 the FasTrak toll tag in the vehicle. FasTrak is not a “pay as you go” system. Customers deposit  
5 money into their FasTrak account and each time they use the toll tag, the toll amount is deducted from  
6 the account balance.

7           37.     It is a violation of California law to evade a toll, which includes driving through a  
8 FasTrak-only lane without a valid, funded FasTrak account. (See Veh. Code, § 23302 *et seq.*, Cal. Sts.  
9 & High. Code, § 30843.) Toll evasion violations are enforced by the issuance of notices of toll  
10 evasion and the imposition of civil penalties. (Veh. Code, § 40250 *et seq.*)

11           38.     The first notice requests payment for the toll amount and an additional \$25 penalty.  
12 Upon failure to respond, a second notice will be sent for the toll amount plus a \$70 penalty (\$25  
13 penalty plus \$45 late penalty). Failure to respond to the second notice will result in additional  
14 penalties and referral of the amount due to a collections agency and/or the withholding of vehicle  
15 registration by the DMV.

16           39.     To establish violations and send notices, BATA maintains a toll violation processing  
17 system whereby it captures license plate images of all violators.

18 **II.     Hertz And ATS Partner To Provide The PlatePass Toll Service.**

19           40.     The FasTrak-only lanes on California’s toll bridges are typically faster than the cash  
20 lanes. But it would be highly impractical for most rental car customers to make use of them—  
21 particularly those customers who do not own their own car and/or do not live in the San Francisco Bay  
22 Area. The convenience of the FasTrak lanes would be substantially outweighed by the time and  
23 expense of opening a FasTrak account, obtaining a FasTrak toll tag (which currently requires a \$25  
24 deposit), temporarily linking the toll tag to the rental car, mounting the toll tag in the rental car,  
25 crossing a bridge in a FasTrak-only lane, and then returning the toll tag by U.S. mail to recoup the  
26 deposit.

27 ///

28 ///

1           41. To allow its customers to make use of FasTrak-only lanes, Hertz partnered with ATS to  
2 offer a toll service called PlatePass. Defendants have always described the service as optional—  
3 customers can choose to use it or not.<sup>6</sup>

4           42. To provide this service, in 2009, ATS entered into a contract with BATA. The contract  
5 remains in effect today. ATS funds a “fleet account” with BATA for Hertz rental cars, and provides  
6 BATA with an up-to-date list of Hertz rental car license plate numbers. When Hertz customers—  
7 identified by license plate—travel through a FasTrak-only lane without a valid FasTrak account,  
8 BATA does not process this crossing as a violation. Rather, it deducts the toll from the ATS/Hertz  
9 fleet account.

10           43. PlatePass provides a simple benefit: it permits Hertz customers to lawfully (*i.e.*, without  
11 penalty) drive through the faster FasTrak-only lanes without going to the time and expense of  
12 establishing a valid FasTrak account and using a FasTrak toll tag. Both Hertz and ATS repeatedly  
13 emphasize this singular benefit.

14           a. Hertz maintains a dedicated webpage regarding PlatePass entitled, “PlatePass®  
15 Toll Road Payment.” The first question and answer commences, “**What is PlatePass®?** It’s an  
16 electronic means for paying road tolls. If you choose to use it, you’ll avoid delays at toll lanes and be  
17 on your way faster. If you use PlatePass® . . . you’ll be able to bypass long cash lanes.”<sup>7</sup>

18           b. Hertz also distributes a printed brochure, which provides, in part, that PlatePass  
19 “provides Hertz customers the convenience of utilizing the express lanes without incurring any toll  
20 road fines or penalties.” (A copy of the brochure is attached here as Exhibit A and incorporated herein  
21 by this reference.)

22           c. The very first words on the PlatePass homepage similarly purport to identify the  
23 benefits of the service: “**What is PlatePass?** PlatePass® is an electronic toll payment system that  
24 enables renters to use high-speed electronic toll collection lanes and bypass backups at cash lanes.

25 \_\_\_\_\_  
26 <sup>6</sup> See, *e.g.*, Hertz webpage, <[https://www.hertz.com/rentacar/productservice/index.jsp?](https://www.hertz.com/rentacar/productservice/index.jsp?targetPage=USplatepass.jsp)  
27 [targetPage=USplatepass.jsp](https://www.hertz.com/rentacar/productservice/index.jsp?targetPage=USplatepass.jsp)> [as of February 24, 2017]; PlatePass webpage, <[https://platepass.com/](https://platepass.com/locations/faq/renting-with-hertz/)  
28 [locations/faq/renting-with-hertz/](https://platepass.com/locations/faq/renting-with-hertz/)> [as of February 24, 2017].

<sup>7</sup> Hertz webpage, <[https://www.hertz.com/rentacar/productservice/index.jsp?targetPage=](https://www.hertz.com/rentacar/productservice/index.jsp?targetPage=USplatepass.jsp)  
USplatepass.jsp> [as of February 24, 2017].

1 The PlatePass® service also means that rental car customers will avoid costly toll violation fines  
2 otherwise incurred if high speed toll lanes are used without special equipment or prior enrollment.”<sup>8</sup>

3 d. The PlatePass homepage links to a webpage entitled “How It Works,” which  
4 similarly advertises the benefit of PlatePass: “PlatePass® is an automated Electronic Toll Payment  
5 Service that enables rental car customers to use high speed, cashless toll lanes to avoid having to stop  
6 and pay tolls with cash. . . . PlatePass enables rental car customers to avoid waiting in toll lines to pay  
7 cash or coins by using FasTrak toll lanes in California. . . .”<sup>9</sup>

8 e. A PlatePass FAQ webpage entitled “Renting with Hertz” provides, in part:  
9 “Why should I be interested? Speed and convenience. With PlatePass, you don’t need to wait in long  
10 lines to pay cash so you can get where you are going faster.”<sup>10</sup>

11 f. A PlatePass FAQ webpage entitled “Travelling to San Francisco” provides, in  
12 part: “PlatePass® is an electronic toll payment system that enables renters to use high-speed electronic  
13 toll collection lanes and bypass backups at cash lanes. The PlatePass service also enables rental car  
14 customers to avoid costly toll violation fines otherwise incurred if high-speed toll lanes are used  
15 without special equipment. . . . If a customer travels on the any [sic] of the Bay Area Bridges when  
16 driving a Hertz rental car, the renter has the option of using the FasTrak® non-gated fast lanes. . . .  
17 Why should I use PlatePass? Speed and convenience. With PlatePass, you don’t need to wait in long  
18 lines to pay cash so you can get where you are going faster.”<sup>11</sup>

19 44. To reap this benefit, customers pay a hefty price. If PlatePass is used for a single  
20 bridge crossing, the customer is charged a \$4.95 service fee for each day of the rental—including any  
21 days on which PlatePass is not used—up to a maximum of \$24.75 per rental, plus incurred tolls at the  
22 Toll Authority’s cash toll rate or highest undiscounted toll rate. Defendants have charged this price  
23 since at least May 25, 2013.

24  
25 <sup>8</sup> PlatePass webpage, <<https://platepass.com/>> [as of February 24, 2017].

26 <sup>9</sup> PlatePass webpage, <<https://platepass.com/how-it-works/>> [as of February 24, 2017].

27 <sup>10</sup> PlatePass webpage, <<https://platepass.com/locations/faq/renting-with-hertz/>> [as of February  
28 24, 2017].

<sup>11</sup> PlatePass webpage, <<https://platepass.com/locations/faq/traveling-to-san-francisco/>> [as of  
February 24, 2017].

1 **III. The Golden Gate Bridge Converts To All Electronic Tolling.**

2 45. After years of planning—and to achieve various travel time, safety, environmental,  
3 service, and efficiency benefits—the Golden Gate Bridge converted to All Electronic Tolling on  
4 March 27, 2013. This conversion had a series of practical and legal consequences for motorists paying  
5 their Golden Gate Bridge tolls.

6 46. First, motorists were no longer permitted to stop at the Toll Plaza. Instead, from March  
7 27, 2013 continuing through today, motorists travelling southbound through the Toll Plaza are  
8 instructed to “keep moving” and “do not stop.” The speed limit is 25 miles per hour.

9 47. Second, motorists were no longer permitted to pay their tolls in cash. Instead, from  
10 March 27, 2013 continuing through today, the District has provided motorists with several ways to pay  
11 their tolls, including the traditional FasTrak method (discussed above) and two new options—“One-  
12 Time Payment” and “Toll Invoice.”

13 a. One-Time Payment. Motorists can make a One-Time Payment up to 30 days  
14 before crossing the Golden Gate Bridge or within 48 hours after. They can make this payment online  
15 or by phone using a credit card, or in person at more than a hundred locations throughout the Bay Area  
16 using cash, check, money order, or credit card. There are no added fees or penalties when making a  
17 One-Time Payment.

18 b. Toll Invoice. For motorists who do not pay through another method, a Toll  
19 Invoice is generated and mailed to the registered owner of the vehicle. The Toll Invoice is only for the  
20 toll amount due. There are no added fees or penalties. The first Toll Invoice is mailed four or more  
21 days after crossing the Golden Gate Bridge. Motorists may pay a Toll Invoice 1) by mail using a  
22 credit card, check, or money order, 2) by phone using a credit card, or 3) in person at various locations  
23 using cash, credit card, check, or money order. The Toll Invoice must be paid within 21 days of  
24 receiving the invoice to avoid a toll violation and fine.

25 48. Third, because these new payment options were offered, it was no longer prima facie  
26 evidence of a toll violation to cross the Golden Gate Bridge without making an immediate toll  
27 payment. (Veh. Code, § 23302(d).) In contrast, it remains prima facie evidence of a toll violation to

28 ///

1 cross every other toll bridge in California without making an immediate toll payment. (Veh. Code,  
2 § 23302(a).)

3 49. Fourth, there were no longer cash lanes and FasTrak-only lanes. Instead, from March  
4 27, 2013 continuing through today, each southbound lane permits toll payment via all available  
5 payment options.

6 50. Despite these changes, Defendants continued to—and still do today—advertise and  
7 provide PlatePass to Hertz customers who cross the Golden Gate Bridge *in the same manner and on*  
8 *the same terms* as they advertise and provide the service to Hertz customers who cross California’s  
9 seven other toll bridges.

10 **IV. Hertz’s Gold Plus Rewards Membership Program.**

11 51. Hertz maintains a “Gold Plus Rewards” membership program (previously called “#1  
12 Club Gold”). Membership is free and entitles members to various perks and benefits.

13 52. With a driver’s license and a valid credit card linked to the membership address, any  
14 individual over the age of 21 may enroll in the Gold Plus Rewards program via the hertz.com website.

15 53. In the course of enrolling in the Gold Plus Rewards program, customers pre-select their  
16 default decision to “accept” or “decline” various optional services that are typically made available to  
17 customers at the Hertz rental counter, including “Prepay the Fuel (Fuel Purchase Option),” “Loss  
18 Damage Waiver,” “Liability Insurance Supplement,” “Personal Accident Insurance/Personal Effects  
19 Coverage,” “NeverLost, The In-Car Navigation System,” and “SiriusXM Satellite Radio.”

20 54. PlatePass is not among these optional items or services that consumers pre-select.  
21 These optional items and services do not mention tolls or toll services.

22 55. To complete the Gold Plus Rewards enrollment process, customers agree to be bound  
23 by the Terms and Conditions applicable to Gold Plus Rewards members (“Gold Terms”). The Gold  
24 Terms provide, in part, “YOU WILL BE RESPONSIBLE FOR AND PAY ALL TOLL  
25 OCCURRENCES.” These Gold Terms do not describe or offer PlatePass or any other toll service. (A  
26 copy of the current Gold Terms, applicable in the United States, is attached here as Exhibit B and  
27 incorporated herein by this reference.)

28 ///

1 56. According to Hertz's 2013 Annual Report, there were over 5.6 million members of the  
2 Gold Plus Rewards program as of December 31, 2013. According to Hertz's 2015 Annual Report,  
3 rentals by Hertz Gold Plus Rewards members accounted for approximately 40% of worldwide rental  
4 transactions in 2015.

5 **DEFENDANTS' UNLAWFUL, UNFAIR, AND/OR FRAUDULENT BUSINESS PRACTICES**

6 57. The following paragraphs set forth the unlawful, unfair, and/or fraudulent business  
7 practices encountered by a typical customer who, from March 27, 2013 and continuing through today,  
8 rents a Hertz car, drives southbound across the Golden Gate Bridge, and is subsequently charged for  
9 PlatePass.

10 58. Hertz has sought to insulate itself from the growing chorus of anger over these  
11 practices. In order to rent a Hertz car, customers are required to waive their right to a jury trial and  
12 waive their right to participate in a class action lawsuit.

13 **I. Customers Cannot Decline PlatePass When Reserving Their Rental Car.**

14 59. Most consumers commence their Hertz car rental by booking a reservation on the  
15 Internet, via the hertz.com website. To book a reservation via hertz.com, customers enter information  
16 into a series of webpages, labeled "Book a Car," "Edit Itinerary," "Choose a Car," "Choose Extras,"  
17 and "Review & Book."

18 60. On the "Book a Car" page, customers choose whether to "Book as a Member" or  
19 "Book as a Guest."<sup>12</sup> By booking as a member of the Gold Plus Rewards program, some fields are  
20 pre-populated and some options are pre-selected based on information previously provided by the  
21 member.

22 61. On the "Choose a Car" page, customers select their vehicle and choose to "Pay Later"  
23 or "Save \$ Pay Now."<sup>13</sup> For customers who choose the "Save \$ Pay Now" option, a portion of the  
24 total charges will be charged to their credit card upon completing the reservation.

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26 \_\_\_\_\_  
27 <sup>12</sup> Hertz webpage, <<https://www.hertz.com/rentacar/reservation/>> [as of February 24, 2017].

28 <sup>13</sup> Hertz webpage, <<https://www.hertz.com/rentacar/reservation/#vehicles>> [as of February 24, 2017].

62. On the “Choose Extras” webpage, customers are provided the opportunity to select various “Protection Options,” “Convenience Options,” and “Service Options.”<sup>14</sup> To select one of these optional services, customers must affirmatively check a box labeled “Add” before continuing to the next webpage.

**Screen shot of select portion of Hertz “Choose Extras” webpage**

Protection Options				
Add		Item Description	Price	
<input type="checkbox"/>		<b>Protect the Car - Loss Damage Waiver</b> Get peace of mind. Covers all vehicle damage to the Hertz rental car. <a href="#">Watch this video on Hertz Car Rental Protection</a> <a href="#">More Details</a>	<b>11.00</b> USD Per Day	
Convenience Options				
Add		Item Description	Price	
<input type="checkbox"/>		<b>SiriusXM® Satellite Radio</b> <a href="#">More Details</a>	<b>7.99</b> USD Per Day	
Safety Options				
Add		Item Description	Quantity	Price
<input type="checkbox"/>		<b>Booster Seat</b> For children weighing 40 to 80 lbs or 18kg-36kgs. <a href="#">More Details</a>	<input type="text" value="1"/>	<b>13.99</b> USD Per Day
<input type="checkbox"/>		<b>Infant Child Seat</b> For infants less than one year and weigh up to 20 pounds or up to 9 kgs. <a href="#">More Details</a>	<input type="text" value="1"/>	<b>13.99</b> USD Per Day
<input type="checkbox"/>		<b>Child Seat</b> Forward facing for children weighing 20-40 pounds or 8kgs-18 kgs and up to 40 inches/101 cms in height. <a href="#">More Details</a>	<input type="text" value="1"/>	<b>13.99</b> USD Per Day

<sup>14</sup> Hertz webpage, <<https://www.hertz.com/rentacar/reservation/#extras>> [as of February 24, 2017].

1 63. Elsewhere on its website, Hertz identifies PlatePass as one of its “convenience  
2 options.”<sup>15</sup> But PlatePass is not among the optional items or services presented here. These optional  
3 items and services do not mention tolls or toll services.

4 64. Customers are afforded no opportunity to make any decision regarding PlatePass in this  
5 booking process. They do not accept, decline, choose, or opt out of the service.

6 65. In addition to these optional services that can be selected while booking the reservation,  
7 the bottom right corner of the “Choose Extras” webpage identifies additional optional items that will  
8 be made available to customers at the rental counter when they pick up their car.

9 **Screen shot of select portion of Hertz “Choose Extras” webpage**

10 **AVAILABLE OPTIONAL ITEMS AT THE**  
11 **COUNTER**

12 ? Liability Insurance Supplement	
daily	15.38 USD
13 ? Loss Damage Waiver	
daily	11.00 USD
14 ? Personal Accident Insurance / Personal	
Effects Coverage	
daily	6.95 USD
15 ? Premium Emergency Roadside Service	
daily	7.99 USD

16 Rates for Optional Items are Exclusive of taxes,  
17 Location Fees and other associated charges.

18 66. PlatePass is not among these optional items or services. These optional items and  
19 services do not mention tolls or toll services.

20 67. On the “Review and Book” webpage, customers who book as members and customers  
21 who elect to “pay now” must provide valid credit card information.<sup>16</sup> Members are permitted to use  
22 the credit card information saved with their membership profile or input new information. Defendants  
23 do not clearly and conspicuously disclose the terms of PlatePass to these consumers prior to obtaining  
24 their billing information.

25  
26 <sup>15</sup> Hertz webpage, <[https://www.hertz.com/rentacar/productsandservices/productsandservices](https://www.hertz.com/rentacar/productsandservices/productsandservicesRegions.do)  
27 [Regions.do](https://www.hertz.com/rentacar/productsandservices/productsandservicesRegions.do)> [as of February 24, 2017].

28 <sup>16</sup> Hertz webpage, <<https://www.hertz.com/rentacar/reservation/#review-and-book>> [as of  
February 24, 2017].

1           68.     At the end of this reservation process, the final sentence of the “Review & Book”  
2 webpage provides, “By clicking on the “Submit” button, you confirm that you understand and accept  
3 our Rental Qualification and Requirements, Terms and Conditions and you understand the Age  
4 Restrictions.” The underlined passages are hyperlinks, and the Terms and Conditions are also  
5 presented in a scrollable text box.

6           69.     Clicking on the “Terms and Conditions” hyperlink opens a pop-up window, which  
7 provides, in part: “**TOLLS, PLATEPASS.** You are responsible for the payment of all toll charges  
8 incurred during the rental period. If PlatePass is used to pay a toll, you will be charged for tolls  
9 incurred at the applicable tolling authority’s highest undiscounted rate, plus the service fee set forth on  
10 your rental record.” (A complete copy of these Online Terms and Conditions is attached here as  
11 Exhibit C and incorporated herein by this reference.)

12           70.     Clicking on the “Rental Qualifications and Requirements” hyperlink opens a pop-up  
13 window, which has the text “Please choose a topic” above a drop-down list of thirty-three topics.  
14 Upon selecting the “PlatePass” topic, the text in the pop-up window provides: “If PlatePass is used to  
15 pay a toll, you will be charged for tolls incurred at the applicable tolling authority’s highest  
16 undiscounted rate, plus the service fee set forth on your rental record. For further information see  
17 PlatePass® Electronic/Video Toll Payment.”

18           71.     The underlined passage is a hyperlink. Clicking on it opens a Hertz webpage entitled  
19 “PlatePass® Toll Road Payment,” which provides information about PlatePass and concludes with the  
20 following text and hyperlink: “For more questions, please visit www.PlatePass.com.”

21           72.     In addition to booking a reservation via the hertz.com website, customers may book a  
22 reservation by telephone, in person at a rental location, or via authorized third parties. On information  
23 and belief, customers provide essentially the same information and are presented with essentially the  
24 same options, terms, and conditions when booking a reservation through these alternate channels.

25 **II.     Customers Cannot Decline PlatePass When Picking Up Their Rental Car.**

26           73.     After booking the reservation, customers pick up their rental car at the Hertz location  
27 specified in the reservation.

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1           74. Many customers must go the rental counter at the Hertz location and speak with a Hertz  
2 rental agent. The agent typically offers the customer additional optional items and services, including,  
3 but not limited to, "Prepay the Fuel (Fuel Purchase Option)," "Loss Damage Waiver," "Liability  
4 Insurance Supplement," "Personal Accident Insurance/Personal Effects Coverage," "NeverLost, The  
5 In-Car Navigation System," and/or "SiriusXM Satellite Radio."

6           75. Customers affirmatively accept or decline these optional items and services.

7           76. PlatePass is not among these optional items and services presented to customers.  
8 Customers are afforded no opportunity to make any decision regarding PlatePass in this pick-up  
9 process. They do not accept, decline, choose, or opt out of the service.

10          77. Along with the car keys, customers are typically provided two printed documents: the  
11 "Rental Record" and the "Rental Agreement Terms and Conditions" (also referred to as the "Rental  
12 Jacket").

13          78. In select locations, Gold Plus Rewards members are not required to go to the rental  
14 counter. They can bypass the rental counter entirely and proceed directly to their vehicles upon arrival  
15 at the facility.

16          79. These Gold Plus Rewards members who bypass the rental counter do not "accept" or  
17 "decline" these optional items and services at the time of pick up. Instead, they "accept" or "decline"  
18 these optional items based on the preferences they selected when establishing their membership, and  
19 which they can update via their online account at any time. PlatePass is not among the preferences  
20 Gold Plus Rewards members select when establishing their membership. Therefore, these customers  
21 are afforded no opportunity to make any decision regarding PlatePass in this pick-up process. They do  
22 not accept, decline, choose, or opt out of the service.

23          80. For these Gold Plus Rewards members, a copy of the Rental Record and/or the Rental  
24 Agreement Terms and Conditions may be left in the members' vehicles or handed to them by a  
25 parking lot attendant as they exit the parking facility.

26 **III. Defendants Provide Misleading Information About Avoiding PlatePass.**

27          81. For guests and members alike, the entire rental car agreement between Hertz and the  
28 customer is comprised of a dizzying array of documents. When they pick up the rental car, many

1 customers receive at least two printed documents: a “Rental Record” and the “Rental Agreement  
2 Terms and Conditions.” (A representative copy of the Rental Record is attached here as Exhibit D and  
3 incorporated herein by this reference;<sup>17</sup> a representative copy of the Rental Agreement Terms and  
4 Conditions is attached here as Exhibit E and incorporated herein by this reference.)

5 82. The “Rental Agreement Terms and Conditions,” however, explains that the *entire*  
6 “Agreement” is comprised of these two documents and “any other documents which you are required  
7 to sign when you rent the car, and which may be signed by you electronically.” This includes the  
8 various terms associated with booking an online reservation—*i.e.*, “Rental Qualification and  
9 Requirements,” “Terms and Conditions,” and “Age Restrictions”—and, when applicable, the terms  
10 and conditions associated with membership in the Gold Plus Rewards program.

11 83. Customers are not permitted to negotiate this Agreement or any of its components.  
12 Hertz’s agents have no authority to waive or alter any terms in the Agreement. In fact, the Rental  
13 Agreement Terms and Conditions specifically provide, “Rental representatives are not authorized to  
14 waive or change any terms of the Rental Agreement.” (Exhibit E, ¶ 14(a).) This is a quintessential  
15 contract of adhesion.

16 84. The Rental Record is the first and only component of the entire Agreement that  
17 includes any discussion of PlatePass and its material terms. The Rental Record is six pages, printed in  
18 approximately 7.5-point Arial Narrow font, on paper 7.25 inches by 3.25 inches in size.

19 85. The first page includes a “Total Estimated Charge,” which is the sum of the following  
20 line items: the “Rental Rate” (per day), “Additional Products,” “Service Charges/Taxes,” and  
21 “Adjustments.” Any charges that will be calculated at return—*e.g.*, “Fuel & Service”—are identified  
22 but the price is listed as “\*\*\*\*\*.” PlatePass is not listed or identified on this first page.

23 86. The only mention of PlatePass is on the fourth page of the six-page Rental Record,  
24 which is entitled “Important Information Regarding Tolls.” A copy of a representative Rental Record  
25 is attached to this Complaint as Exhibit D. For convenience, the fourth page is reproduced here:

26 ///

27 \_\_\_\_\_  
28 <sup>17</sup> All personally identifiable information has been redacted from this copy of the Rental Record.

CC



**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.

In the following areas all our vehicles (even without a windshield toll transponder) may use any cashless electronic toll lane: The entire States of FLORIDA, GEORGIA, COLORADO, NORTH CAROLINA, and TEXAS, the SAN FRANCISCO BAY AREA BRIDGES, and in Seattle, the TACOMA NARROWS BRIDGE and the SR 520 BRIDGE.

TO USE PLATEPASS IN THESE AREAS, pass through a cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE AREAS, use only traditional cash toll lanes (if available) and make payment directly to the toll authority.

IN DELAWARE, ILLINOIS, INDIANA, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, OHIO, PENNSYLVANIA, VIRGINIA AND WEST VIRGINIA, only vehicles equipped with a windshield toll transponder may access the cashless toll lanes (The toll authority may allow for an alternative pay method, such as payment by mail).

TO USE PLATEPASS IN THESE STATES, slide the transponder out of the shield box and pass through a cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE STATES, keep the transponder fully within the shield box and use only traditional cash lanes (if available) to make payment directly to the toll authority.

NOTE: Certain toll roads do not accept cash. If you travel on such a toll road without a personal transponder that can be used on the toll road, you will be required to use PlatePass and be billed automatically as outlined below, or incur toll charges or violations for which you will be responsible. In Southern California, for toll roads that accept PlatePass, the toll authority allows for payment by phone/online within five (5) days of accessing the toll road. If you travel in the excluded HOV lanes in Southern California or if you travel on toll roads in Southern California that do not accept PlatePass, you will also be charged an administrative fee of \$30.00.

Where permitted by Toll Authorities, you may opt to use your personal transponder. Follow the instructions above for NOT utilizing PlatePass and install a compatible transponder properly.

If PlatePass is used, PlatePass LLC will charge you a service fee of \$4.95 for each day of your rental including prior or subsequent days on which the PlatePass service is not used (capped at \$24.75 per rental) plus incurred tolls at the Toll Authority's cash toll rate or highest undiscounted toll rate. PlatePass LLC will separately charge your credit or debit card the applicable charges after the close of your rental. Charges typically take 1-3 weeks after the rental closes to appear on your statement, but a longer delay may occur. Cash customers will be invoiced.

FAILURE TO PAY ALL TOLLS MAY RESULT IN A TOLL CHARGE AND/OR VIOLATION. You will be charged for any toll/parking/traffic charges, violation fines/penalties incurred, plus applicable administrative fees. You authorize us to release your billing/rental information to PlatePass LLC and American Traffic Solutions to process and bill all such toll, violation, and administrative charges and service fees.

[REDACTED] Redacted

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87. For many Hertz customers, this page—the fourth of a six-page Rental Record, which is one of several electronic and hardcopy contractual documents that comprise the entire Agreement—is the first and only time they are provided any information about PlatePass.

1           88.     The representations made on this page are vague, ambiguous, incomplete, false,  
2 misleading, and/or deceptive in the following respects:

3           a.     The second paragraph identifies the purported benefit of the service: “all our  
4 vehicles . . . may use any cashless electronic toll lane.” But PlatePass provides no benefit to motorists  
5 who cross the Golden Gate Bridge. Regardless of PlatePass, motorists may use any and all of the  
6 cashless toll lanes on the Golden Gate Bridge.

7           b.     The second paragraph identifies “the SAN FRANCISCO BAY AREA  
8 BRIDGES” as among the areas where PlatePass is available. The fourth paragraph provides, in full:  
9 “IF YOU DO NOT WISH TO USE PLATEPASS IN THESE AREAS, use only traditional cash toll  
10 lanes (if available) and make payment directly to the toll authority.” The Golden Gate Bridge does not  
11 maintain any “traditional cash toll lanes,” so this instruction for avoiding PlatePass is inapplicable.  
12 Worse still, the disclosure fails to identify this fact, so customers are wrongly led to believe that this  
13 instruction is sufficient to avoid PlatePass on the Golden Gate Bridge. It is not. Finally, this  
14 disclosure does not indicate or even suggest that there are *other* ways to avoid or decline PlatePass  
15 when crossing the cashless Golden Gate Bridge.

16           c.     The fifth, six, and seventh paragraphs are not directly applicable because they  
17 address how PlatePass works outside of California. However, the fifth paragraph indicates that toll  
18 authorities in those states “may allow for an alternative pay method, such as payment by mail.” To  
19 mention this fact—while failing to similarly indicate that the Golden Gate Bridge also accepts  
20 payment by mail (and other methods)—leaves customers with the impression that no such options are  
21 available in California, including at the Golden Gate Bridge. This is not true.

22           d.     The eighth paragraph commences, “NOTE: Certain toll roads do not accept  
23 cash. If you travel on such a toll road without a personal transponder that can be used on the toll road,  
24 you will be required to use PlatePass and be billed automatically as outlined below, or incur toll  
25 charges or violations for which you will be responsible.” This is false and/or misleading in several  
26 respects.

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1           i.           First, it is not clear that this paragraph applies to the Golden Gate  
2 Bridge. It does not indicate that the Golden Gate Bridge does not accept cash nor mention the Golden  
3 Gate Bridge at all. And it only addresses “toll roads” rather than “toll bridges.”

4           ii.           Second, to the extent that this instruction is *intended* to apply to  
5 motorists who cross the Golden Gate Bridge, it only identifies a disfavored method of avoiding  
6 PlatePass—using a FasTrak personal transponder. (As explained at paragraph thirty-six, *supra*, it  
7 takes several steps to sign-up for and use FasTrak.) For this reason, even BATA recognizes that it is  
8 highly impractical for most rental car customers to pay their Golden Gate Bridge toll via FasTrak. It  
9 instructs, “A One-Time Payment is the best option for rental vehicle users.”<sup>18</sup> The District similarly  
10 indicates, “One-Time Payments are suggested for drivers who infrequently cross the Golden Gate  
11 Bridge.”<sup>19</sup> This disclosure in the Rental Record expressly fails to mention the preferred One-Time  
12 Payment method.

13           iii.           Third, using a FasTrak transponder is not just impractical, it is limiting.  
14 Motorists may only use a FasTrak transponder *at the time* of crossing, whereas the other payment  
15 options not mentioned here may be used *before or after* crossing. Therefore, FasTrak is unavailable to  
16 motorists who first learn about the Golden Gate Bridge toll procedures at the time of crossing.

17           e.           This eighth paragraph concludes by explaining that some Southern California  
18 toll roads provide another way to avoid PlatePass: they “allow for payment by phone/online within  
19 five (5) days of accessing the toll road.” To mention this fact—while failing to similarly indicate that  
20 the Golden Gate Bridge also accepts payment online (and via other methods)—leaves customers with  
21 the impression that no such options are available at other California toll roads and bridges, including at  
22 the Golden Gate Bridge. This is not true.

23           f.           The ninth paragraph reiterates that in some instances, motorists may use a  
24 personal transponder to pay their tolls. This again leaves customers with the impression that  
25

26           <sup>18</sup> FasTrak webpage, <<https://www.bayareafastrak.org/en/guide/GGBridgeToll.shtml>> [as of  
27 February 24, 2017].

28           <sup>19</sup> District webpage, <<http://goldengate.org/tolls/tollpaymentoptions.php #licenseplate>> [as of  
February 24, 2017].

1 transponders are the only way to avoid or decline PlatePass. This is false with respect to the Golden  
2 Gate Bridge.

3 89. All told, this fourth page of the Rental Record—the entire offer of the PlatePass  
4 service—does not even mention the Golden Gate Bridge, much less disclose that there are several,  
5 convenient ways to pay the bridge tolls and thus avoid PlatePass service fees.

6 90. In addition to the foregoing representations on page four of the Rental Record, Hertz  
7 and PlatePass make *additional* false and/or misleading representations with respect to avoiding or  
8 opting out of PlatePass on the Golden Gate Bridge:

9 a. The Hertz website provides, “**If you don’t want to use PlatePass®, you must**  
10 **pay all tolls with cash (if cash option is available) or with your own toll transponder compatible**  
11 **to the toll road**” (emphasis in original).<sup>20</sup>

12 b. The PlatePass website similarly indicates that the Golden Gate Bridge is among  
13 the facilities that no longer accept cash. “If you use any of these facilities without using a personal toll  
14 transponder you will be charged for using PlatePass as no cash option is available.”<sup>21</sup>

15 c. Hertz distributes a brochure about PlatePass, which provides, in part, “**Some**  
16 **toll roads no longer accept cash payments.** If you incur toll on these roads without using your own  
17 compatible transponder, you will be enrolled in PlatePass” (emphasis in original.) (See Exhibit A.)

18 **IV. When Crossing The Golden Gate Bridge, Customers Cannot Decline PlatePass Nor Do**  
19 **They Receive Its Proffered Benefits.**

20 91. In California, PlatePass is a license-plate based system. Even though customers do not  
21 sign-up, enroll, accept, or otherwise agree to the service, every Hertz rental car is still “PlatePass®  
22 enabled” or “PlatePass ready.” The service cannot be turned off or disabled.

23 92. Even if a customer is aware that the Hertz rental car is PlatePass-enabled, the customer  
24 has no way of avoiding or declining the service at the time of crossing the Golden Gate Bridge—there  
25

26  
27 <sup>20</sup> Hertz webpage, <<https://www.hertz.com/rentacar/productservice/index.jsp?targetPage=USplatepass.jsp>> [as of February 24, 2017].

28 <sup>21</sup> PlatePass webpage, <<https://platepass.com/locations/>> [as of February 24, 2017].

1 is no opportunity to pay the toll at the time of crossing. Every lane is the same, and Defendants treat  
2 passage through any lane as “use” of PlatePass.

3 93. Moreover, customers do not reap the service’s advertised benefit—*i.e.*, they do not  
4 bypass slower cash lanes nor are they afforded faster passage through a lane that would otherwise be  
5 unavailable to them.

6 94. In stark contrast, on all other California toll bridges, motorists are presented with a real  
7 choice: 1) they can decline (or avoid) PlatePass by driving through a cash lane and paying a cash toll,  
8 or 2) they can accept (or choose) PlatePass by driving through a faster, FasTrak-only lane that would  
9 otherwise be unavailable to the motorist but for the PlatePass service. No such choice is afforded to  
10 Hertz customers on the Golden Gate Bridge.

11 **V. With Credit Card Information Provided by Hertz, ATS Charges Customers Without**  
12 **Proving Disclosures Or Receiving Consent.**

13 95. Upon returning a rental car to Hertz at the close of the rental, Hertz charges the  
14 customer for the rental car and all optional services *except for* PlatePass. Customers are typically  
15 provided with a receipt. The receipt does not mention PlatePass.

16 96. Pursuant to its contract with the BATA, ATS pays the Golden Gate Bridge toll for  
17 every Hertz rental car customer who has not otherwise paid the toll within approximately two days of  
18 crossing the bridge. Defendants deem these customers to have used and purchased PlatePass. This  
19 practice has the effect of precluding Hertz customers from utilizing the District’s Toll Invoice payment  
20 option.

21 97. In order for ATS to charge these customers, Hertz provides customer billing  
22 information, including credit or debit card information, to ATS. Hertz previously obtained this billing  
23 information from customers on the Internet (when they reserved the rental car) or in person (when they  
24 picked up the rental car).

25 98. Between one and three weeks after the rental closes, and without providing any  
26 contemporaneous disclosures or receiving any contemporaneous consent, ATS charges the customer’s  
27 credit or debit card for two components of the PlatePass service:

28 ///

1 a. a “service fee” of \$4.95 for each day of the rental—including prior or  
2 subsequent days, even when the service is not used—capped at \$24.75, and

3 b. incurred tolls at the Toll Authority’s cash toll rate or highest undiscounted toll  
4 rate.

5 99. Each component is improper. As described in the preceding paragraphs, Hertz  
6 customers who crossed the Golden Gate Bridge never accepted or chose the optional PlatePass service  
7 nor did they receive its benefits. In other words, they never “used” or “utilized” the service, thus  
8 Defendants should not charge them for it.

9 100. The toll charge is also improper. Pursuant to the Rental Agreement Terms and  
10 Conditions, customers “agree to indemnify Hertz and/or American Traffic Solutions, Inc. and  
11 PlatePass LLC” for an amount equal to the amount these Defendants pay in tolls. (Exhibit E, ¶ 7(f).)  
12 But during all periods relevant to this litigation, Defendants have charged customers \$1 more for  
13 Golden Gate Bridge tolls than what Defendants paid.

14 a. Between September 2, 2008 and April 6, 2014, Defendants paid the District a  
15 discounted toll rate of \$5.00 for Hertz customers, and then charged those customers the undiscounted  
16 rate of \$6.00 as part of the PlatePass service.

17 b. Between April 7, 2014 and June 30, 2015, Defendants paid the District a  
18 discounted toll rate of \$6.00 for Hertz customers, and then charged those customers the undiscounted  
19 rate of \$7.00 as part of the PlatePass service.

20 c. Between July 1, 2015 and June 30, 2016, Defendants paid the District a  
21 discounted toll rate of \$6.25 for Hertz customers, and then charged those customers the undiscounted  
22 rate of \$7.25 as part of the PlatePass service.

23 d. Between July 1, 2016 and today, Defendants paid the District a discounted toll  
24 rate of \$6.50 for Hertz customers, and then charged those customers the undiscounted rate of \$7.50 as  
25 part of the PlatePass service.

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**FIRST CAUSE OF ACTION  
VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200  
AGAINST ALL DEFENDANTS  
(Unfair Competition)**

101. The People incorporate by reference the allegations contained in each paragraph above, as if those allegations were fully set forth in this cause of action.

102. California Business and Professions Code section 17200 prohibits any “unlawful, unfair or fraudulent business act or practices.”

103. From March 27, 2013 to the present, Defendants, and each of them, have engaged in and continue to engage in, aided and abetted and continue to aid and abet, and conspired to and continue to conspire to engage in unlawful, unfair and/or fraudulent business acts and practices in violation of Business and Professions Code section 17200 *et seq.*, including but not limited to the following:

a. Each of the Defendants has violated, and continues to violate, the False Advertising Law, codified at Business and Professions Code section 17500 *et seq.*, as alleged in the Second Cause of Action.

b. Each of the Defendants has violated, and continues to violate, the Rental Passenger Vehicle Transactions law, currently codified at California Civil Code section 1939.01, *et seq.*

i. Defendant Hertz is a “rental company” as defined by Civil Code section 1939.01(a).

ii. The individuals who seek or acquire Hertz rental cars are “renters” as defined by California Civil Code section 1939.01(b) because they enter into contracts for the lease or hire of a passenger vehicle from a rental company for a period of less than 30 days.

iii. PlatePass is an optional service as that term is used in Civil Code sections 1939.13 and 1939.19.

iv. Each of the Defendants has violated, and continues to violate, Civil Code section 1939.13, subd. (a), which provides that a rental company shall not require the purchase of an optional service.

///

1 v. Each of the Defendants has violated, and continues to violate, Civil  
2 Code section 1939.13, subd. (b), which provides that a rental company shall not engage in any unfair,  
3 deceptive, or coercive conduct to induce a renter to purchase an optional service.

4 vi. Each of the Defendants has violated, and continues to violate, Civil  
5 Code section 1939.19, subd. (c), which provides that a rental company may only charge for a service if  
6 the renter could have avoided incurring the charge by choosing not to obtain or utilize the optional  
7 item or service.

8 c. Each of the Defendants has violated, and continues to violate, the Consumer  
9 Legal Remedies Act, codified at Civil Code section 1750, *et seq.*

10 i. The Consumer Legal Remedies Act is to be “liberally construed and  
11 applied to promote its underlying purposes, which are to protect consumers against unfair and  
12 deceptive business practices and to provide efficient and economical procedures to secure such  
13 protection.” (Civ. Code, § 1760.)

14 ii. Each Defendant is a “person” as defined by California Civil Code  
15 section 1761(c).

16 iii. The individuals who seek or acquire Hertz rental cars and PlatePass are  
17 “consumers” as defined by California Civil Code section 1761(d) because they do so for personal,  
18 family, or household purposes.

19 iv. Defendants rent cars and provide PlatePass “for other than a commercial  
20 or business use” as defined by California Civil Code section 1761(b).

21 v. The renting of a car and the purchase of PlatePass are both  
22 “transactions” as defined by California Civil Code section 1761(e).

23 vi. Each of the Defendants has violated, and continues to violate, Civil  
24 Code section 1770(a)(5), which prohibits Defendants from representing that PlatePass has  
25 characteristics, uses, or benefits that it does not have, and Civil Code section 1770(a)(14), which  
26 prohibits Defendants from representing that a transaction confers or involves rights, remedies, or  
27 obligations which it does not have or involve, or which are prohibited by law. These provisions  
28 extend to both affirmative representations as well as omissions when a defendant has a duty to

1 disclose. Defendants have a duty to disclose the fact that Hertz renters have other options to pay the  
2 Golden Gate bridge toll, thereby avoiding the PlatePass service fees, because of Defendants' active  
3 concealment and partial representations. Defendants' failure to disclose the fact that Hertz renters  
4 have other options to pay the Golden Gate bridge toll is material because customers would have  
5 elected to use these other options to avoid the PlatePass service fees had Defendants disclosed these  
6 payment options.

7           vii.       Each of the Defendants has violated, and continues to violate, Civil  
8 Code section 1770(a)(9), which prohibits Defendants from advertising PlatePass with the intent not to  
9 sell it as advertised. Defendants' advertisements of PlatePass, as applied to the Golden Gate Bridge,  
10 are misleading and or likely to deceive a reasonable consumer.

11           viii.     Civil Code section 1770(a)(19) prohibits Defendants from inserting an  
12 unconscionable provision in a contract. The unconscionability doctrine ensures that contracts,  
13 particularly contracts of adhesion, do not impose terms that have been variously described as overly  
14 harsh, unduly oppressive, so one-sided as to shock the conscience, or unfairly one-sided—*i.e.*, terms  
15 that are unreasonably favorable to the more powerful party. Each of the Defendants has violated, and  
16 continues to violate, Civil Code section 1770(a)(19) by inserting unconscionable PlatePass service  
17 terms into a consumer's rental car agreement with Hertz. These include, but are not limited to, terms  
18 that are false and misleading with respect to avoiding PlatePass. They are presented via fine print, in  
19 one of several documents that comprise a quintessential contract of adhesion, at the very end of the  
20 rental car transaction. These terms, presented in this manner, impair the integrity of the bargaining  
21 process or otherwise contravene the public interest or public policy, attempt to alter in an  
22 impermissible manner fundamental duties otherwise imposed by the law, and/or seek to negate the  
23 reasonable expectations of the nondrafting party.

24           d.       Each of the Defendants has violated, and continues to violate, the Restore  
25 Online Shoppers' Confidence Act, codified at 15 U.S.C., section 8401 *et seq.*

26           i.       Congress enacted the Restore Online Shoppers' Confidence Act,  
27 effective December 29, 2010, because “[c]onsumer confidence is essential to the growth of online  
28 commerce. To continue its development as a marketplace, the Internet must provide consumers with

1 clear, accurate information and give sellers an opportunity to fairly compete with one another for  
2 consumers' business." (15 U.S.C. § 8401.)

3 ii. Defendant Hertz is an "initial merchant" as defined by 15 U.S.C. section  
4 8402, subd. (d)(1).

5 iii. Defendant ATS is a "post-transaction third party seller" as defined by 15  
6 U.S.C. section 8402, subd. (d)(2).

7 iv. Defendant Hertz has violated, and continues to violate, 15 U.S.C. section  
8 8402, subd. (b), which prohibits initial merchants from disclosing the credit card, debit card, or other  
9 billing information that Hertz uses to charge its customers, to ATS for use in an Internet-based sale of  
10 services from ATS.

11 v. Defendant ATS has violated, and continues to violate, 15 U.S.C. section  
12 8402, subd. (a)(1), which requires post-transaction third party sellers to make specific disclosures  
13 before obtaining the consumer's credit card information.

14 vi. Defendant ATS has violated, and continues to violate, 15 U.S.C. section  
15 8402, subd. (a)(2), which requires post-transaction third party sellers to receive express informed  
16 consent from the consumer for the PlatePass charge.

17 vii. A "Negative option feature" means, in an offer or agreement to sell or  
18 provide any goods or services, a provision under which the customer's silence or failure to take an  
19 affirmative action to reject goods or services or to cancel the agreement is interpreted by the seller as  
20 acceptance of the offer. (16 C.F.R. § 310.2.)

21 viii. Defendant ATS has violated, and continues to violate, 15 U.S.C. section  
22 8403, subd. (1), which prohibits ATS from charging consumers for PlatePass—sold in transactions  
23 effected on the Internet through a negative option feature—unless ATS clearly and conspicuously  
24 discloses all material terms of the transaction before obtaining the consumer's billing information.

25 ix. Defendant ATS has violated, and continues to violate, 15 U.S.C. section  
26 8403, subd. (2), which prohibits ATS from charging consumers for PlatePass—sold in transactions  
27 effected on the Internet through a negative option feature—unless ATS obtains the consumer's express  
28 informed consent before charging the consumer's credit or debit card for PlatePass.

1 e. Defendants have obtained money from consumers—those who have paid  
2 PlatePass service fees and an inflated toll charge for crossing the Golden Gate Bridge—by the exercise  
3 of undue influence, menace or threat, compulsion or duress, and/or mistake of law and/or fact. As a  
4 result, Defendants are in possession of money which in equity belongs to these consumers, and which  
5 should be refunded to them.

6 f. Defendants' business acts and practices, as set forth in this Complaint, are  
7 unfair because they offend established public policy; they cause harm to consumers that greatly  
8 outweighs any benefits; and/or because they are immoral, unethical, oppressive, unscrupulous and/or  
9 substantially injurious to consumers.

10 g. Defendants' business acts and practices, as set forth in this Complaint, are  
11 fraudulent because they are likely to deceive members of the public.

12 i. These fraudulent business acts and practices include, but are not limited  
13 to, Defendants' representations characterizing PlatePass as an optional service, describing the benefits  
14 of PlatePass, and explaining the method for avoiding PlatePass.

15 ii. Defendants have a duty to disclose the fact that Hertz customers have  
16 other options for paying the Golden Gate Bridge toll and thereby avoiding the PlatePass service fees  
17 because Defendants make partial representations regarding the options for avoiding the PlatePass  
18 service fees and actively conceal the fact that Hertz customers have other options.

19 iii. Defendants' failure to disclose the fact that Hertz customers have other  
20 options for paying the Golden Gate Bridge toll and thereby avoiding the PlatePass service fees, and its  
21 attendant active concealment and partial representations concerning that fact, is material because a  
22 reasonable consumer would deem the existence of the option to avoid the service fees important in  
23 determining his or her options with respect to paying the Golden Gate Bridge toll.

24 iv. Defendants' failure to disclose the fact that Hertz customers have other  
25 options for paying the Golden Gate Bridge toll and thereby avoiding the PlatePass service fees, and its  
26 attendant active concealment and partial representations concerning that fact, is likely to deceive  
27 members of the public.

28 ///



1 advertising as defined in Business and Professions Code section 17500, including, but not limited to,  
2 the acts and practices alleged in this Complaint;

3 2. That the Court order Defendants to make restitution, with interest, to consumers all  
4 money received or acquired by Defendants by means of any practice that constitutes unfair  
5 competition, under the authority of Business and Professions Code sections 17203 and 17535;

6 3. That the Court assess a civil penalty of \$2,500.00 against each Defendant for each  
7 violation of Business and Professions Code section 17200, under the authority of Business and  
8 Professions Code section 17206;

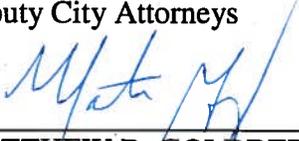
9 4. That the Court assess a civil penalty of \$2,500.00 against each Defendant for each  
10 violation of Business and Professions Code section 17500, under the authority of Business and  
11 Professions Code section 17536;

12 5. That the Court order Defendants to pay the costs of suit, including costs of  
13 investigation; and

14 6. That the Court provide such further and additional relief as the Court deems just, proper  
15 and equitable.

16 Dated: March 1, 2017

17 DENNIS J. HERRERA  
18 City Attorney  
19 RONALD P. FLYNN  
20 Chief Deputy City Attorney  
21 YVONNE R. MERÉ  
22 Chief of Complex & Affirmative Litigation  
23 MATTHEW D. GOLDBERG  
24 SARA J. EISENBERG  
25 Deputy City Attorneys

26 By:   
27 MATTHEW D. GOLDBERG

28 Attorneys for Plaintiff  
THE PEOPLE OF THE STATE OF CALIFORNIA,  
acting by and through San Francisco City Attorney  
DENNIS J. HERRERA

# **EXHIBIT A**

# Experience the speed and convenience of PlatePass®

## The fast and easy way to pay tolls

- Your Rental Record identifies where PlatePass is available and whether it works by video or transponder.
- To use PlatePass in a video-tolling area, simply drive through the toll lane. The toll road system will automatically read the license plate of the vehicle.
- To use PlatePass with toll roads that require a transponder: slide open the gray box behind the rearview mirror (if available) so that the toll agency can read the transponder.

**To avoid using PlatePass:** If your rental vehicle includes a transponder, make sure it remains fully closed within the shield box. In both video and transponder tolling areas, pay all tolls with cash or your own toll transponder (where permitted) compatible to the toll road. **Some toll roads no longer accept cash payments.** If you incur toll on these roads without using your own compatible transponder, you will be enrolled in PlatePass.

**CALIFORNIA CUSTOMERS:** PlatePass coverage is available on the Golden Gate Bridge, San Francisco-Oakland Bay Bridge, Richmond-San Rafael Bridge, Carquinez Bridge, Benicia-Martinez Bridge, Antioch Bridge, San Mateo Bridge, Dumbarton Bridge, SR 73, SR 133, SR 241 and SR 261 ONLY. Coverage is NOT available on I-10, I-110, SR 91, I-15 Express Lanes and SR 125.

If you use PlatePass, you will be charged for tolls incurred at the Toll Authority's highest undiscounted toll rate plus a service fee of **\$4.95** for each day of the rental, approximately 1-3 weeks after your rental. Service fees are capped at **\$24.75** per rental agreement. Your credit card will be charged automatically and separately by PlatePass (not by Hertz). Customers paying in cash will be invoiced. No sign-up required. See your Rental Record for further details.

### AVAILABLE WHERE YOU SEE THESE SIGNS:



**PLATEPASS**  
AUTOMATED TOLL PAYMENT



If you have additional questions, please call 877-411-4300 or visit [www.PlatePass.com](http://www.PlatePass.com)

PlatePass® is a division of American Traffic Solutions™. Hertz, in conjunction with American Traffic Solutions™, provides Hertz customers the convenience of utilizing the express lanes without incurring any toll road fines or penalties. Your credit card will be billed approximately 1-3 weeks after your rental.

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**Hertz**

# **EXHIBIT B**

## **THE FOLLOWING TERMS AND CONDITIONS WERE EFFECTIVE AS OF OCTOBER 24, 2016. FOR PREVIOUS TERMS, PLEASE SEE BELOW.**

The terms and conditions that appear below are called the "Gold Terms". The Gold Terms are the terms and conditions which govern (a) enrollment in Hertz Gold Plus Rewards, sometimes referred to as the "Program" (the "Enrollment Agreement Terms") and (b) rentals of vehicles using the Program (the "Gold Plus Rewards Rental Terms"), by persons who enroll and participate in Hertz Gold Plus Rewards.

By participating in the Program, You agree to the most current set of Gold Terms and understand that Your enrollment, membership, and participation in the Program is governed by the Gold Terms. You may obtain a copy of the Gold Terms by contacting Hertz at 1-888-999-4900 or by writing to Hertz at The Hertz Corporation, 5601 N.W. Expressway, Oklahoma City, OK 73132.

You accept and agree to be bound by these Gold Terms by clicking "accept" or utilizing some other applicable means of electronic acceptance that coincides or applies to these Terms, booking a reservation using Your Gold member number, or entering into a rental using Your Gold member number.

**E-CONSENT.** As of the date you are reading this paragraph, you represent to Hertz that your hardware and software meet the requirements for access to, receiving of, and retention of electronic records and email. You may receive a paper copy of these Terms by calling 888-999-4900. You may withdraw consent to have Terms delivered electronically by calling 888-999-4900. Please note that by withdrawing consent to receive electronic mail and records, you may not receive rental service at an intended level, or your reservation may be cancelled by Hertz. You may update your contact information by calling 888-999-4900 or log in to hertz.com, click on "My Account" and update on "My Profile". By clicking on the "I accept" or similar button applicable to these Terms, you agree to both the Gold Terms and electronic contracting/signature relating to your enrollment, membership, applicable reservations, and applicable rentals.

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- B. [TERMS AND CONDITIONS APPLICABLE TO RENTALS IN THE UNITED STATES AND CANADA](#)
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# PART I. ENROLLMENT AGREEMENT TERMS

1. You have received, read, understand, accept and agree to the terms, conditions, disclosures and notices appearing in this Part I (the "Enrollment Agreement Terms"), which pertain to membership in Hertz Gold Plus Rewards (the "Program") and Program rentals wherever Program service is available; as of June 1, 2016 Program service is available in the United States, Canada, much of Europe, Israel, South Africa, Australia and New Zealand. Your Enrollment Form, together with these Enrollment Agreement Terms, constitutes Your agreement with respect to Your enrollment in the Program and is referred to as Your "Enrollment Agreement". You have also received, read, understand, accept and agree to the terms and conditions appearing below under the heading Part II, including "Part II. General Provisions Applicable To All Hertz Gold Plus Rewards Rentals" (the "General Provisions"), "Part II. B. Terms And Conditions Applicable To Rentals In The United States And Canada" (the "North American Terms"), "Part II. C. Terms And Conditions Applicable To Rentals In Europe, Middle East And Africa (EMEA)" (the "EMEA Terms"), "Part II. D. Terms And Conditions Applicable To Rentals In Australia", "Part II. E. Terms And Conditions Applicable To Rentals In New Zealand" and "Part II. F. Company/Travel Agent Accounts Supplementary Terms And Conditions" (all the terms and conditions appearing under all those headings collectively, the "Rental Terms"). If at any time You wish to change any of the selections on Your Enrollment Form, You may do so in the manner described in section 2, below.
2. When You make a Manifestation of Assent, You are making an offer to enter into a contract with the Hertz company identified on Your Enrollment Form (the "Enrolling Company"). The Enrolling Company reserves the right not to accept Your offer without being required to provide any explanation. If Your offer is accepted, You will be given notice that Your application has been accepted by the Enrolling Company. You may from time to time modify Your Enrollment Agreement to update the information or change the selections that You provided in Your Enrollment Form either by written notice to the Enrolling Company or through Hertz' Internet website, [www.hertz.com](http://www.hertz.com). Your Enrollment Agreement, as modified to reflect any updates or changes that You may make, is referred to as Your "Enrollment" for the countries covered thereby. If the offer to enter into a contract that You make with Your Manifestation of Assent is accepted by the Enrolling Company, then the resulting Enrollment Agreement will supersede any prior enrollment agreement submitted by You which was accepted by Hertz prior to acceptance of this Enrollment Agreement with respect to those countries. The supply of the information requested on the Enrollment Form is voluntary. However, the Enrolling Company reserves the right to reject Your offer to enter into a contract with the Enrolling Company if You do not supply all of the information requested or for any other reason. See the General Provisions for information regarding the use of Your personal data.
3. When You rent a private passenger motor vehicle (excluding trucks and vans), including all such vehicles' parts (a "Car"), using the Program, the Hertz company or licensee providing the Car is called the "Renting Company". Your Enrollment, together with the terms and conditions of the Rental Terms which are applicable to rentals in the country in which the rental commences (as modified by the Enrolling Company from time to time in the manner prescribed therein), the Rental Record or Rental Agreement which You receive at the commencement of the rental, and any other documents which You are required to sign at the commencement of the rental, will constitute the agreement between You and the Renting Company governing the rental. The identity of the Renting Company for each rental will appear on the Rental Record/Agreement for that rental. The Enrolling Company and the Renting Company are referred to collectively as "Hertz", "we" or "us".
4. The availability of Program service at specific locations may change. Reservations made not less than two (2) hours in advance of proposed rental commencement are required for Hertz Gold Plus Rewards rentals.
5. You represent that the information which You have provided in Your Enrollment is true, correct and complete. Your selections in the Enrollment of Optional Services (where available) and car class (subject to vehicle availability at the time You make the reservation) will apply to all rentals which You make using the Program; provided, that for a specific rental You may change Your selections of Optional Services at the commencement of the rental and You may select a different car class when You make Your reservation. Notice: For rentals at some locations, certain optional services may not be available on the basis of an advance request in Your Enrollment to obtain them. In such circumstances, the Rental Record/Agreement will indicate that You have declined to obtain such optional services, even though Your Enrollment specifies that you wish to obtain them. You may be able to purchase such services at the commencement of the rental even when they are not available in advance.
6. You authorize Hertz to process all charges in any way incurred by You in connection with a Gold Plus Rewards rental against the first credit, charge or debit card listed in Your Enrollment (as such list may be modified from time to time in the manner described in section 2, above) which has available credit or funds, as the case may be, and which is accepted to qualify for rental at the rental location.
7. You promise to notify the Enrolling Company at once if Your Hertz Gold Plus Rewards Card, Hertz Credit Card, #1 Club number or any of the credit cards listed in Your Enrollment are lost, stolen or invalidated, or if You suspect that any of them are being used without Your permission. Because of the nature of the Program, You understand the urgency of this obligation.
8. At any time during the year You may notify the Enrolling Company in writing of Your desire to cancel Your Gold Plus Rewards membership. Hertz reserves the right to cancel or suspend Your membership for any reason at any time, without notice.

9. Hertz may, at its discretion and based on any set criteria or no criteria at all, upgrade You to Platinum membership status. By either not requesting Your removal from the Platinum program within 30 days after receiving notice of such upgrade, or using Your Platinum member number to complete a reservation or rental, You will consent to the Platinum Terms found [here](#). The Gold Terms will still be in effect as to any Gold rentals and your membership in the Gold Rewards Program. If You have been upgraded to Platinum from Gold, any preferences you selected during your enrollment to region or country specific preferences will carry over. Not having selected preferences or enrolled for a given country or region will mean that You are now enrolled for Platinum, but have no preferences selected for that region or country. Hertz may downgrade You from Platinum to Gold membership status at its discretion and based on any set criteria or no criteria at all. There may be limited time periods set for which you will be given Platinum membership. Upon downgrade to Gold membership, the Gold Terms in effect at that time will apply to your membership and rentals using your Gold member number.

10. For U.S. Residents:

**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 US 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 HERTZ 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 Hertz 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 relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation 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](http://www.adr.org). You or Hertz may commence an arbitration by providing a written demand for arbitration to the other (to Hertz, 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, Hertz 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 arbitration 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 US IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING US AT [no.arbitration@Hertz.com](mailto:no.arbitration@Hertz.com) OR BY MAIL TO Hertz, 8501 Williams Road, Estero, FL 33928, Attn: Legal Department. Include Your name, address, reservation ID number or Rental Agreement number (if provided), 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.**

11. For U.S. Residents: If the Arbitration Provision in Section 10 above is deemed not to apply by a court of competent jurisdiction, the following will apply: With regard to Your Enrollment or membership in the Program (as opposed to any Program rental entered into by You), You irrevocably and unconditionally consent and submit to the laws of the State of Florida. You 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. If any provision of Your Enrollment or the agreement governing any Program rental conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that 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 Your Enrollment or such agreement, which shall continue in full force and effect. If any provision of Your Enrollment or such 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).

**12. THE FOLLOWING INFORMATION IS PROVIDED REGARDING YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO ANY CAR WHICH YOU RENT IN THE UNITED STATES OR CANADA USING GOLD. MORE DETAILED INFORMATION APPEARS IN PARAGRAPH 4 OF THE NORTH AMERICAN TERMS. EXCEPT AS STATED IN PARAGRAPH 4 OF THE NORTH AMERICAN TERMS, YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE CAR RESULTING FROM ANY CAUSE REGARDLESS OF FAULT. FOR RENTALS IN THE UNITED STATES AND CANADA, 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 THE NORTH AMERICAN TERMS. 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, 2016, 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. IN CANADA, THE CHARGE FOR LDW RANGES FROM CAN\$8.00 TO CAN\$38.99 FOR EACH FULL OR PARTIAL RENTAL DAY DEPENDING ON THE**

**CAR CLASS RENTED AND WHETHER A DEDUCTIBLE APPLIES. 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.**

**13. 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.**

**14. 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.**

**15. 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.**

**16. Unless waived, a renter in MiamiDade County must be furnished a countyapproved 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.**

**17. 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.**

**18. 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 affected on this Enrollment Agreement 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.**

**19. NOTICE TO TEXAS RESIDENTS REGARDING DAMAGE WAIVERS**  
**YOUR RENTAL AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, AN OPTIONAL WAIVER TO COVER ALLOR 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.**

**FOR RENTALS IN EUROPE, MIDDLE EAST AND AFRICA (EMEA), Hertz offers a number of optional services for an additional daily charge. If taken, Theft Protection (TP) will limit Your responsibility for loss of or damage to the Car, its parts or accessories, which is caused by theft, attempted theft or vandalism, to the nonwaivable excess stated on the Rental Record. If taken, Collision Damage Waiver (CDW) will limit Your responsibility for loss of or damage to the Car, its parts or accessories, other than caused by theft, attempted theft or vandalism, for each such incidence of loss or damage arising from a separate event, to the nonwaivable excess stated on the Rental Record. As an alternative to CDW and TP, if You take Super Cover (SC), which is not available in some countries or for rentals attached to certain CDP numbers, You will receive the benefit of both CDW and TP and Your liability for the excess in relation to both CDW and TP will be eliminated. If You choose SC and it is not available for Your rental, You will receive Super Collision Damage Waiver (SCDW), where available, and TP. If SCDW is also not available, You will receive CDW and TP. If You are given SCDW, You will receive the benefit of CDW and Your liability for**

**the excess in relation to CDW will be eliminated (although You will remain liable for the excess in relation to TP). THE BENEFITS OF TP, CDW, SCDW AND SC MAY BE VOIDED WITH RESPECT TO A PARTICULAR RENTAL IF YOU USE THE CAR AS PROHIBITED UNDER PARAGRAPHS 2 AND 5 OF THE EMEA TERMS OR IF THE DAMAGE OR THEFT IS CAUSED INTENTIONALLY OR BY THE GROSS NEGLIGENCE OF YOU OR AN AUTHORISED DRIVER. Before deciding whether to purchase TP and/or CDW or SC, You should determine whether You have other insurance that affords You coverage for loss of or damage to the Car and, if so, what the terms of such coverage are (including any limitations and excesses). Personal Insurance/Personal Accident Insurance (PI/PAI) is available at an additional daily charge and provides certain benefits for You and Your passengers for accidental death. Depending upon the country in which the rental commences, PI/PAI may also provide benefits for permanent disability, certain injuries, medical and emergency expenses and/or damage to or theft of personal possessions (including baggage) during the rental.**

**20. For rentals in Australia,** Hertz will subject to certain exceptions under the Rental Agreement associated with Prohibited Uses, Prohibited People and Full Responsibility Uses, be responsible for any loss of or damage to the Car, except for the first AU\$3,300 (including GST) Accident Damages Excess (ADE) or such other amount specified on the Rental Agreement. Additional excesses of AU\$2,200 (including GST) may apply for damages resulting from a Single Vehicle Accident and damages resulting from Water Damage (other than by total or partial immersion) or other such amount as specified on the Rental Agreement in addition to the ADE as is specified in the Additional Terms. Optional Maximum Cover (MAX) is offered for AU\$34.90 (including GST) per full or partial rental day or other such amount specified on the Rental Agreement. With MAX, other than damages resulting from a Single Vehicle Accident, Water Damage (other than by total or partial immersion), or by a Car not driven by an Authorised Driver, you have no liability to Hertz for damages which occur during the rental period or which result from Your rental or use of the Car (including tyre and/or windscreen damage). Optional Accident Excess Reduction (AER) is offered for AU\$25.90 (including GST) or such other amount specified on the Rental Agreement per full or partial rental day to reduce the standard ADE. With AER, other than damages resulting from a Single Vehicle Accident, Water Damage (other than by total or partial immersion), or by a Car not driven by an Authorised Driver, your liability to Hertz for damages which occur during the rental period or which result from Your rental or use of the Car (including tyre and/or windscreen damage) is limited to the amount of the ADE as noted on the Rental Agreement. The additional Single Vehicle Accident and Water Damage Excess, or Your responsibility for damages resulting from a Car not driven by an Authorised Driver, cannot be reduced through the purchase of MAX or AER. Other Renter Protection Options may be available at participating locations. **For rentals in New Zealand,** you are liable for the first NZ\$ 2,812.50 (including GST) for vehicle groups B to F, and NZ\$ 3,375.00 (including GST) for vehicle groups H to M or any other amounts as shown on the rental agreement for any loss or damage to the rental vehicle referred to in the insurance cover specified in Clause 10 of the Terms & Conditions applicable to Gold Plus Rewards rentals in New Zealand. This does not apply to damage or loss resulting from fire or from theft or conversion or attempted theft or conversion of the vehicle. This liability may be reduced to NZ\$0 by payment of the optional Accident Excess Reduction (AER) of NZ\$ 24.75 (including GST) per day for vehicle groups B to F and NZ\$ 28.12 (including GST) per day for vehicle groups H to M. Hertz New Zealand offers an optional Renter Protection Package (PKG) which combines AER with benefits of Personal Accident Insurance (PAI) and Personal Effects Cover (PEC). PKG is offered for NZ\$33.75 (including GST) per day for vehicle groups B to F and NZ\$ 37.12 (including GST) per day for vehicle groups H to M. **All rates, excesses and reduction amounts are stated as of June 1, 2016, are subject to change without notice and may vary with rate and vehicle options. All prices are subject to Airport Concession Fee Recovery and or Admin Fee at participating locations.**

21. The following applies to residents of Australia: You consent to Hertz obtaining reports from one or more credit reporting agencies for the purpose(s) of assessing Your application for membership in the Program, assessing your applications to rent Cars from Hertz and managing Your rentals of Cars. You also consent to Hertz giving information about You to credit reporting agencies for the purposes of obtaining consumer credit reports about You and to allow the credit reporting agencies to create or maintain credit information files containing information about You. The information can include Your identity particulars, the fact that you have applied for or obtained membership in the Program, or that you have applied to rent or have rented Cars from Hertz, details of any payment which You must make to Hertz which is more than 60 days overdue and for which debt collection action has started, information that in Hertz' opinion you have committed a serious credit infringement, and information about dishonoured cheques drawn by you for AU\$100.00 or more which have been dishonoured more than once. You also authorize Hertz to exchange information about You with credit providers named in a consumer credit report issued by a credit reporting agency or named in Your application for membership in the Program or Your application to rent a Car for the purposes of assessing Your application for membership in the Program, assessing applications by You to rent Cars, managing Your rental of Cars, notifying other credit providers of a default, exchanging information with other credit providers as to the status of any vehicle rentals you have with Hertz in situations where you are in default with other credit providers, and to assess Your credit worthiness. This can include any information about Your creditworthiness, credit standing, credit history or credit capacity which credit providers are allowed to exchange under the Privacy Act.

# **PART II. GOLD PLUS REWARDS RENTAL TERMS**

## **PART II. A. GENERAL PROVISIONS APPLICABLE TO ALL HERTZ GOLD PLUS REWARDS RENTALS**

### **AGREEMENT; PARTIES TO AGREEMENT**

The terms and conditions appearing in this Part II. A. apply to all rentals using the Program by You.

For a rental to be a rental using the Program, You must be enrolled to use the Program in the country in which the rental is to commence. You must make a reservation for the rental in which You give Your Program membership number, and the rental must commence at a location at which Program service is available. Substitutions and exchanges of Cars rented using the Program, and extensions authorized by Hertz of Program rentals beyond the due date for return of the Car, will also be Program rentals. Trucks and vans are not available for rental using the Program.

Rentals which do not use the Program will be governed by the Terms and Conditions for rentals at the facility at which the rental originates, which will be given to You at the commencement of the rental, and not by these Rental Terms. However, if the Terms and Conditions for rentals at the facility at which a nonProgram rental commences are less permissive with respect to which persons may operate the Car than are the corresponding provisions of these Rental Terms for Program Rentals commencing in the country in which that facility is located, then renters enrolled to use the Program in that country will receive the benefit of the more permissive terms even when making a nonProgram rental of a Car. For rentals in the United States and Canada by renters enrolled to use the Program in those countries, this means that the renter's spouse or domestic partner may operate the Car without registering as an Additional Authorized Operator or paying a fee, provided he or she is at least 25 years old and has a valid driver's license from a jurisdiction acceptable to Hertz.

When You rent a private passenger motor vehicle, including all such vehicle's parts (a "Car"), using the Program (a "Program rental"), the Hertz company or licensee providing the Car is called the "Renting Company." At the time of such a rental, You will receive a written document (called a "Rental Record" or "Rental Agreement") which contains specific terms of that rental and identifies the Renting Company; the Rental Record/Agreement may also contain other information pertaining to Car rentals in the jurisdiction in which the rental commences. The agreement governing such a rental (this "Agreement") will consist of (i) these Gold Terms, as modified by Hertz in the manner described in "Waiver Or Change Of Terms," below, (ii) the applicable Rental Record/Agreement; and (iii) any other documents which You are required to sign when You rent the Car. This Agreement is an agreement between You, on the one hand, and the Renting Company, on the other. The words "Hertz," "we" and "us" mean the Enrolling Company and the Renting Company.

If You rent a Car using the Program and Your Enrollment contains a counter discount program ("CDP") number and/or You request that an "ask for" rate plan apply to Your rental (also known as specifying an "RQ Code"), then the terms of the CDP program and the "ask for" rate plan may be inconsistent with each other or with other information contained in Your Enrollment. (For example, the "ask for" rate plan You specify may be an inclusive rate plan under which You will receive a damage waiver, while Your Enrollment or the terms of Your CDP may reflect that You decline a damage waiver.) In such an event, You authorize Hertz to resolve the inconsistency in any manner that it in good faith determines, provided that the Rental Record/Agreement that You receive at the commencement of the rental reflects the resolution of the inconsistency that Hertz has determined to effect. If You decide to change the optional services reflected on the Rental Record/Agreement, You may do so by advising a Hertz representative of Your decision at the commencement of the rental and having the representative revise the Rental Record/Agreement to reflect Your elections.

### **ASSIGNMENT AND DELEGATION**

You may not assign Your rights or responsibilities as a member of the Program or Your rights or responsibilities under any agreement governing any Program rental. The Enrolling Company reserves the right to perform its obligations under Your Enrollment and any rentals using the Program through affiliated companies and licensees in the countries where the rentals commence, and You hereby acknowledge the right of such affiliated companies or licensees to subrogate to any or all of the rights of the Enrolling Company in relation to such rentals.

### **WAIVER OR CHANGE OF TERMS**

No term contained in any agreement governing any Program rental may be waived or changed, except in writing signed by an expressly authorized representative of Hertz. Except as provided in these Rental Terms, rental representatives are not authorized to waive or change any term of any agreement governing any Program rental. The terms and conditions of these Rental Terms or Your Enrollment may be revised or supplemented from time to time by Hertz sending You notice of such changes. It will be presumed that You have received any such notice mailed to Your address specified in Your Enrollment or otherwise provided by You to Hertz. If applicable law allows such notices to be effective if sent using electronic records (for example, by e-mail), it will also be presumed that You have received any such notice transmitted/sent to the address for electronic records (for example, the e-mail address) specified in Your

Enrollment or otherwise provided by You to Hertz. Your making a Program rental after the effective date of such changes will constitute Your acceptance of such changes. These Rental Terms may also be changed by Hertz from time to time, without notice to You, if the change is made (i) to cure any ambiguity in the terms and conditions, to correct or supplement any provision of the terms and conditions that is inconsistent with any other provision or to add any provision with respect to matters or questions arising under the terms and conditions that is consistent with them, in each case provided that the change does not adversely affect You, or (ii) to modify, eliminate or add any provision to the extent necessary to make these Rental Terms comply with, and be enforceable under, applicable law. The terms and conditions of these Rental Terms, as they may from time to time be changed by Hertz, will be available on request made to The Hertz Corporation, P.O. Box 50216, Dallas, Texas 75250-0216, U.S.A.; or to Hertz Europe Financial Centre, Swords Business Park, Swords, Co. Dublin, Republic of Ireland; or to Hertz Australia Pty Ltd, P.O. Box 181, South Melbourne VIC 3205, Australia; or to Hertz New Zealand Ltd, Private Bag 4716, Christchurch, New Zealand 8020; and at our Internet website, <http://www.hertz.com>. Information regarding changes to the Rental Terms, as well as changes to California law governing rental agreements, since the effective date of the most recent restatement of the Rental Terms, will also be available on written request to any of the addresses listed in the preceding sentence. This information may also be viewed at <http://www.hertz.com>. You may view the Rental Terms, together with the aforementioned changes, on [www.hertz.com](http://www.hertz.com) by simply (a) logging in as a member, then (b) clicking on "MY ACCOUNT" and then (c) clicking on "Terms and Conditions."

You may from time to time, by written notice to Your Enrolling Company or through our Internet website, change the selections in Your Enrollment with respect to vehicle class, optional services and/or credit card information.

#### **APPLICABLE LAW**

If the Arbitration Provision of the Gold Terms or the Rental Agreement is deemed not to apply by a court of competent jurisdiction, or the proper jurisdiction as defined below does not enforce Arbitration, the following paragraphs under "Applicable Law" will apply.

With regard to any Program rental entered into by You, the substantive law of the jurisdiction(s) in which the rental commences will apply, 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. With regard to Your Enrollment or membership in the Program (as opposed to any Program rental entered into by You), the law of the jurisdiction(s) in which the Enrolling Company has its principal executive office will apply, and You irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

If any provision of Your Enrollment or the agreement governing any Program rental conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that 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 Your Enrollment or such agreement, which shall continue in full force and effect. If any provision of Your Enrollment or such 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).

**YOU UNDERSTAND AND AGREE THAT IT IS IMPROPER FOR YOU TO FILE A LAWSUIT CONCERNING YOUR MEMBERSHIP IN THE PROGRAM OR ANY PROGRAM RENTAL AGAINST ANY ENTITY OTHER THAN THE ENROLLING COMPANY OR, WITH RESPECT TO ANY PARTICULAR PROGRAM RENTAL, THE APPLICABLE RENTING COMPANY, UNLESS ANOTHER COMPANY PROVIDES OR FACILITATES SUCH RENTAL.**

#### **USE OF PERSONALLY IDENTIFIABLE DATA**

You acknowledge that The Hertz Corporation has established a Privacy Policy for Rental Customers (the "Privacy Policy") with respect to the use of personally identifiable data about individuals who are customers or prospective customers of the rental businesses of The Hertz Corporation and its subsidiaries. A full copy of the Privacy Policy may be viewed on [Hertz.com](http://www.hertz.com) or by clicking on the following link: [Privacy Policy](#). You may also obtain a copy of the Privacy Policy by writing to Director, Privacy Services at one of the addresses appearing above. By providing Hertz with personally identifiable data about you, you consent to the collection and use of data about you, subject only to any choices you are permitted to make to limit such use, and to your right to access and correct such data; you acknowledge data security risks and agree to take precautions to assist Hertz in protecting such data; and you agree that Hertz may make changes in the Privacy Policy in the future.

#### **OPTIONAL SERVICES**

The optional services offered by Hertz are subject to being discontinued or modified, and are subject to price changes, at any time without notice, and are subject to local availability. You should review the Rental Record/Agreement which You receive at the commencement of each rental. You may select different optional services from those specified in Your Enrollment by advising a Hertz representative of Your decision at the commencement of the rental and having the Hertz representative revise the Rental Record/Agreement to reflect Your elections.

#### **PAYMENTS TO INTERMEDIARIES**

**If You arrange for a rental through a travel agent, Internet travel site, broker or other intermediary acting on Your behalf, Hertz may pay 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. For details on such compensation, You should contact that party.**

#### **ELECTRONIC DELIVERY OF CONFIRMATIONS, TRANSACTION UPDATES, RENTAL AGREEMENTS AND**

## RECEIPTS

By providing us with Your email address and participating the Program, 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.

# PART II. B. TERMS AND CONDITIONS APPLICABLE TO RENTALS IN THE UNITED STATES AND CANADA

The terms and conditions appearing in this Part II. B. ("North American Terms") apply to all Hertz Gold Plus Rewards rentals commencing in the United States and Canada. All references in this Part II. B. to numbered paragraphs and subparagraphs refer to these North American Terms.

## 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, provided that they meet the qualifications set forth in the following sentence ("Authorized Operators"), may operate the Car: Your spouse, Your domestic partner (if You are not married), Your employer, employees and fellow employees incidental to their business duties, and 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 21 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 which, under the laws of the jurisdiction in which the alleged emergency occurred, would justify the operation of an automobile by an unlicensed driver. 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. A "domestic partner" is an unmarried partner of the same or opposite sex who is not Your parent, grandparent, sibling, child, grandchild, uncle, aunt, niece or nephew (in each case by blood or adoption), who permanently resides at the same address as You, and whose driver's license shows the same residence address as Your driver's license.

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 paragraphs 9 and 10(e)).

## 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. YOU MUST RETURN THE CAR TO HERTZ BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, OR SOONER IF DEMANDED BY HERTZ. 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 MAY CHARGE YOU AN EARLY/LATE RETURN FEE.** 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. 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 IN YOUR ENROLLMENT OR OTHERWISE PROVIDED TO HERTZ, HERTZ MAY, AT YOUR EXPENSE, RECOVER THE CAR WHERE AND WHEN IT IS FOUND. IF THE CAR IS FOUND ILLEGALLY PARKED OR APPARENTLY ABANDONED, OR IF THE CAR IS USED OR OBTAINED AS PROHIBITED UNDER PARAGRAPH 5 OF THESE NORTH AMERICAN TERMS, 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 PRECONDITION FOR HERTZ RECOVERING THE CAR. THE CAR MAY BE EQUIPPED WITH GLOBAL POSITIONING TECHNOLOGY OR OTHER TELEMATICS SYSTEMS AND A TRANSMITTER THAT ALLOWS HERTZ TO TRACK OR OTHERWISE LOCATE THE CAR AND PRIVACY IS NOT GUARANTEED. TO THE EXTENT PERMITTED BY LAW, YOU AUTHORIZED HERTZ' 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. UPON RETURN, IF THE CAR REQUIRES MORE THAN HERTZ' STANDARD CLEANING ON ITS RETURN, HERTZ MAY CHARGE YOU FOR THE ACTUAL COSTS INCURRED BY HERTZ TO HAVE THE CAR CLEANED.

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 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 2.25 YEARS. BY RENTING A CAR USING THE PROGRAM FOLLOWING DELIVERY TO YOU OF THESE NORTH AMERICAN TERMS, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND UNDERSTAND THIS NOTICE.

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 THE NORTH AMERICAN TERMS, IT MAY RESULT IN A CRIMINAL PENALTY OF UP TO THREE YEARS IN JAIL.

FOR RENTALS IN CANADA: IF AFTER 30 DAYS, HERTZ IS UNABLE TO RECOVER THE CAR, THE CAR IS DEEMED TO BE UNLAWFULLY CONVERTED TO YOUR USE BY YOU, AND HERTZ MAY EXERCISE ITS LEGAL RIGHTS TO REMEDY THE THEFT OF THE CAR. YOU HEREBY WAIVE ANY AND ALL RIGHTS TO COMPLAIN OF THE STEPS TAKEN BY HERTZ TO RECOVER A CAR DEEMED TO BE UNLAWFULLY RETAINED BY YOU.

#### **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, A SERVICE 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, 2016, 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 CAUSES OTHER THAN THEFT WILL NOT EXCEED \$17,000 THROUGH MAY 31, 2016, WHICH LIMIT WILL INCREASE BY \$500 PER YEAR STARTING JUNE 1, 2016; AND YOUR RESPONSIBILITY FOR THEFT WILL NOT EXCEED \$2,000 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. FOR A CAR WITH AN MSRP OF MORE THAN \$50,000, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE DUE TO CAUSES OTHER THAN THEFT, AND FOR THEFT, WILL NOT EXCEED \$40,000 THROUGH SEPTEMBER 30, 2016,

WHICH LIMIT WILL INCREASE BY \$2,500 PER YEAR STARTING OCTOBER 1, 2016.

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) AND 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; (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: (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.

6. 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. IN THOSE JURISDICTIONS WHERE THE SALE OF LDW IS REGULATED OR PROHIBITED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR. AS OF June 1, 2016, LDW PURCHASED FOR PROGRAM RENTALS WHICH COMMENCE IN THE UNITED STATES IS NOT SUBJECT TO A DEDUCTIBLE. LDW IS SUBJECT TO A DEDUCTIBLE ON RENTALS WHICH COMMENCE IN CANADA. IN THE FUTURE DEDUCTIBLES MAY, WITHOUT NOTICE, BE IMPOSED, AND THEREAFTER CHANGED FROM TIME TO TIME, WHERE PERMITTED BY LAW, BUT ONLY IF THE DEDUCTIBLES IMPOSED ARE NOTED ON THE RENTAL RECORDS FOR THE RENTALS TO WHICH THEY APPLY.

LDW ENTAILS AN ADDITIONAL CHARGE. AS OF JUNE 1, 2016, THE MAXIMUM CHARGE FOR LDW AT MOST HERTZ LOCATIONS IS US\$89.99 FOR EACH FULL OR PARTIAL RENTAL DAY IN THE UNITED STATES (US\$32,846.35 ON AN ANNUALIZED BASIS) OR CAN\$38.99 FOR EACH FULL OR PARTIAL RENTAL DAY IN CANADA (CAN\$14,231.35 ON AN ANNUALIZED BASIS). HOWEVER, A SPECIAL HIGHER LDW CHARGE OF US\$99.99 OR LESS FOR EACH FULL OR PARTIAL RENTAL DAY IN THE UNITED STATES (US\$36,496.35 OR LESS ON AN ANNUALIZED BASIS) OR CAN\$38.99 FOR EACH FULL OR PARTIAL RENTAL DAY IN CANADA (CAN\$14,231.35 ON AN ANNUALIZED BASIS) IS APPLICABLE ON RENTALS OF CERTAIN LUXURY AND OTHER HIGH VALUE CARS. ALL CHARGES ARE SUBJECT TO CHANGE

WITHOUT NOTICE.

PURCHASE OF LDW IS NOT REQUIRED IN ORDER TO RENT A CAR AND MAY BE DECLINED. 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, 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 THAT YOU APPEAR IN PERSON WITH THE CAR AT ANY BRANCH OF THE RENTING COMPANY AND SIGN A CANCELLATION FORM. 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.

e. USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5 OF THESE TERMS AND CONDITIONS WILL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, VOID LDW AND CAUSE YOU TO BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THAT PROHIBITED USE.

FOR RENTALS COMMENCING IN CALIFORNIA, IF YOU HAVE ACCEPTED 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 ACCEPTED 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 ACCEPTED 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 ACCEPTED 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 ACCEPTED 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 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 396z 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. IF YOU HAVE DECLINED LDW IN YOUR ENROLLMENT, YOU MAY NEVERTHELESS PURCHASE LDW FOR A SPECIFIC RENTAL BY ADVISING A HERTZ REPRESENTATIVE OF YOUR DECISION AT THE COMMENCEMENT OF THE RENTAL AND HAVING THE REPRESENTATIVE REVISE THE RENTAL RECORD TO REFLECT YOUR ELECTION. LIKEWISE, IF YOU HAVE

ACCEPTED LDW IN YOUR ENROLLMENT, YOU MAY ELECT TO DECLINE LDW FOR A SPECIFIC RENTAL BY OBTAINING A REVISED RENTAL RECORD/AGREEMENT FROM A HERTZ REPRESENTATIVE AT THE 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 WHEN OVERLOADED, USE OFF PAVED ROADS OR ON ROADS WHICH ARE NOT REGULARLY MAINTAINED, 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;
  3. TO TOW OR PUSH ANYTHING;
  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);
  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 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 ACCEPTED LDW;
- ii. TO THE EXTENT PERMITTED BY APPLICABLE LAW, VOID PERSONAL ACCIDENT INSURANCE ("PAI") AND PERSONAL EFFECTS COVERAGE ("PEC"), LIABILITY INSURANCE SUPPLEMENT ("LIS") COVERAGE, EMERGENCY SICKNESS PROTECTION ("ESP") 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 at the completion of the rental in cash or by a credit card, charge card, debit card or other device acceptable to Hertz; 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 to perform a check on Your credit and /or other data sources that identify risk associated with a rental of the Car by You. Hertz may decline 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 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 first credit, charge or debit card specified in Your Enrollment which had available credit or funds at the time of rental (or against the first credit, charge or debit card specified in Your Enrollment which has sufficient available credit or funds to cover all charges at the time of billing), 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. YOU AUTHORIZE HERTZ TO (1) AT THE TIME OF RENTAL, RESERVE CREDIT WITH, OR OBTAIN AN AUTHORIZATION FROM, THE ISSUER OF THE FIRST CREDIT, CHARGE OR DEBIT CARD SPECIFIED IN YOUR ENROLLMENT WHICH HAS AVAILABLE CREDIT OR FUNDS, IN A REASONABLE AMOUNT THAT IS GREATER THAN THE ESTIMATED CHARGES, EXCLUSIVE OF ANY APPLICABLE DISCOUNTS OR PROMOTIONS THAT ARE APPLIED AT THE TIME OF RETURN AND (2) PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS AGAINST THAT CARD (OR AGAINST THE FIRST CARD SPECIFIED IN YOUR ENROLLMENT WHICH HAS SUFFICIENT AVAILABLE CREDIT OR FUNDS TO COVER ALL CHARGES AT THE TIME OF BILLING) FOR ALL ACTUAL CHARGES (INCLUDING BUT NOT LIMITED TO CHARGES FOR DAMAGE TO THE CAR, WHERE PERMITTED BY LAW) AT OR FOLLOWING THE COMPLETION OF THE RENTAL. IF A DEBIT CARD IS SPECIFIED IN YOUR ENROLLMENT OR IS USED 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 AN AUTHORIZATION AT THE COMMENCEMENT OF THE RENTAL, IF THE AUTHORIZATION 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 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 will notify You of any correction.

Hertz may from time to time issue prepaid vouchers, coupons or credits 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. You must advise Hertz when You make the reservation of Your intended use of a Voucher. Vouchers are to be submitted at the time that the Car is returned to Hertz. Charges not covered by the Voucher, including Charges for optional services which You have selected in Your Enrollment, will be processed against the first credit, charge or debit card listed in Your Enrollment which has available credit or funds. Hertz shall have no duty to issue Vouchers. 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 24HOUR 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 30 MINUTE GRACE PERIOD SUBJECT TO EXTRA HOUR AND/OR EXTRA DAY CHARGES. Extra hours are only charged if the Car is returned 30 minutes or more beyond the start of a new rental day; however, 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.

b. MILEAGE/KILOMETERAGE CHARGES, including those for extra miles/kilometers, if any, are based on the per mile/kilometer rate specified on the Rental Record. The number of miles/kilometers 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/kilometers. The per mile/kilometer rate is then multiplied by the number of miles/kilometers driven or, in the case of extra miles/kilometers, by the number of miles/kilometers in excess of the number of miles/kilometers allowed, as specified on the Rental Record. The result is the mileage/kilometerage 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 , ESP 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, TRAFFIC AND TOLL 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. 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, Inc. and PlatePass, LLC for the exclusive purpose of processing and billing for unpaid toll occurrences, and any violations, fines, penalties, and fees (and for PlatePass services, if utilized). You also agree to indemnify Hertz and/or American Traffic Solutions, Inc. and PlatePass, LLC, if they pay same. You agree to pay, upon billing, applicable service (typically \$30) and other fees related to the service and costs of paying for such toll occurrences or toll, parking or traffic violations and the cost of providing information about You to a court or governmental agency for each unpaid toll occurrence and each toll, parking or other citation incurred during Your rental. You further understand that Hertz, American Traffic Solutions, Inc. and /or PlatePass, LLC may furnish information regarding You, including but not limited to Your name, address and driver's license number to the governmental agency or court responsible for issuing or enforcing unpaid toll occurrences and toll, parking or other 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 American Traffic Solutions, Inc. 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.
- f. 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.
- g. COLLECTION EXPENSE consists of all costs of any kind incurred by Hertz in collecting Charges from You or the person to whom they are billed, including, but not limited to, all attorneys' fees and court costs.
- h. 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.
- i. 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.
- j. CHARGES FOR ADDITIONAL SERVICES, such as Hertz NeverLost® Incar 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.
- k. EARLY RETURN FEE of up to \$18 will be applied if You return the Car more than 24 hours before the date and time previously scheduled, and You failed to notify us more than 24 hours in advance of such change by calling Hertz at 1- 800-654-4174. This Fee will be applied in addition to any change in rental rate that occurs as a result of reducing Your rental timeframe.
- l. LATE RETURN FEE of up to \$15 per day, up to a maximum of five (5) days/\$75, will be applied if You return the Car more than 12 hours after the date and time previously scheduled, and You failed to notify Hertz of such change more than 24 hours prior to Your scheduled return time by calling 1- 800-654-4174. This Fee will be applied in addition to any change in rental rate that occurs as a result of extending Your rental.
- m. 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 24 hours before or 12 hours after the date and time previously scheduled, and You notify us of an early return or return location change more than 24 hours in advance of an applicable return, or for an extension of Your rental, notify Us by the return date and time previously scheduled by calling 1- 800-654-4174 or modifying on Hertz.com. This fee 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.
- 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 or NeverLost 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**

A. FOR RENTALS IN THE UNITED STATES. Most Hertz rentals come with a full tank of gas, but that is not always the case. The refueling options are:

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/kilometer or per-gallon rate specified on the Rental Record.

a. The per-mile/kilometer 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/kilometer 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/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.

B. FOR RENTALS IN CANADA. 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 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 permile/kilometer or pergallon rate specified on the Rental Record.

- a. The permile/kilometer 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/kilometer rate shown on the Rental Record.
- b. The pergallon 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 pergallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER MILE/KILOMETER AND PERGALLON 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 if You drive the Car 100 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 permile/kilometer rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH SUBPARAGRAPH 8.(B)(3) BECOMES APPLICABLE, THE PERGALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN 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 THE 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.

#### **9. 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 US 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 HERTZ (HEREINAFTER "HERTZ") 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 Hertz 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 relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation 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](http://www.adr.org). You or Hertz may commence an arbitration by providing a written demand for arbitration to the other (to Hertz, 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, Hertz 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 arbitration 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 US IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING US AT [no.arbitration@Hertz.com](mailto:no.arbitration@Hertz.com) OR BY MAIL TO Hertz, 8501 Williams Road, Estero, FL 33928, Attn: Legal Department. Include Your name, address, reservation ID number or Rental Agreement number (if provided), 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.**

#### **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 TO RENTALS ANYWHERE IN THE UNITED STATES IF THE PROVISIONS OF YOUR CDP NUMBER OR RATE PLAN 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; AS OF June 1, 2016, U.S. JURISDICTIONS IN WHICH CAR RENTAL COMPANIES ARE REQUIRED TO PROVIDE PRIMARY LIABILITY PROTECTION INCLUDE MARYLAND, MASSACHUSETTS, MICHIGAN, , NEW YORK, SOUTH CAROLINA, VIRGINIA, WEST VIRGINIA AND ST. THOMAS. THE FOLLOWING SUBPARAGRAPH (a) ALSO APPLIES TO PROGRAM RENTALS WHICH COMMENCE IN CALIFORNIA OR VIRGINIA IF THE RENTING COMPANY IS A LICENSEE OF HERTZ.

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 AND YOU HEREBY WAIVE AND REJECT THE INCLUSION OF ANY SUCH PROTECTION. 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 IN THE UNITED STATES 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 accept 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. FOR RENTALS COMMENCING IN CANADA, HERTZ WILL, WITHIN THE LIMITS STATED IN THIS SUBPARAGRAPH, INDEMNIFY, HOLD HARMLESS, AND DEFEND YOU AND ANY AUTHORIZED OPERATORS FROM AND AGAINST LIABILITY TO THIRD PARTIES, EXCLUDING ANY OF YOUR OR ANY AUTHORIZED OPERATORS' FAMILY MEMBERS

RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM, IF THE ACCIDENT RESULTS FROM THE USE OF THE CAR AS PERMITTED BY THIS AGREEMENT. THE LIMITS OF THIS PROTECTION ARE A COMBINED SINGLE LIMIT OF CAN\$1,000,000 FOR BODILY INJURY AND PROPERTY DAMAGE. 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 AND YOU HEREBY REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law for the benefit of persons other than You or any Authorized Operators, then the limits of such coverage will be the minimum required by the law of the jurisdiction in which the accident occurs. Hertz warrants that the protection described in this subparagraph will be provided in accordance with its lawful requirements in the jurisdiction in which the accident occurs. To the extent permitted by applicable law, the protection described in this subparagraph will be secondary to Your insurance and the insurance of the operator of the Car.

d. 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 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.

e. FOR RENTALS COMMENCING IN PENNSYLVANIA, YOU ARE REJECTING UNINSURED MOTORIST COVERAGE UNDER THIS AGREEMENT, AND ANY POLICY OF INSURANCE OR SELFINSURANCE 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.

f. IF YOU ARE INVOLVED IN AN ACCIDENT IN COLORADO, HERTZ WILL PROVIDE BASIC NOFAULT AND SUPPLEMENTAL NOFAULT 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.

g. 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.

## **12. ACCIDENTS, THEFT AND VANDALISM**

You must promptly and properly report any accident, theft or vandalism involving the Car to the Renting Company and to the police in the jurisdiction in which such incident takes place. 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. DADE COUNTY WAIVER**

a. Unless waived, a renter in MiamiDade County must be furnished a countyapproved 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 accepting these North American Terms, You waive Your right to receive such a map.

## **15. OPTIONAL SERVICES; CAR CLASS**

Except as provided below, for all rentals using the Program, You have requested the optional services (where available) and car class which You have elected on Your Enrollment (as such elections may have been modified from time to time by written notice to Your

Enrolling Company or through our Internet website). You may select different optional services for a rental at the commencement of the rental; in order to select different optional services at the commencement of the rental, You must advise a Hertz representative of Your decision at the commencement of the rental and have the representative revise the Rental Record to reflect Your elections. You may select a different car class at the time that You make Your reservation. As of June 1 , 2016, the classes of Cars which are generally available (subject in all cases to local availability) for rentals in the U.S. and Canada using the Program include Compact, MidSize, Full-Size 4Door, Sporty 2Door, Premium, Luxury and SUV. Depending upon local availability, specialty vehicles such as minivans and convertibles may be rented using the Program by request at the time You make Your reservation.

## **SUMMARY OF OPTIONAL SERVICES AVAILABLE FOR RENTALS IN THE UNITED STATES AND CANADA**

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL OF THE PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE APPLICABLE LIABILITY INSURANCE SUPPLEMENT, , PERSONAL ACCIDENT INSURANCE AND PERSONAL EFFECTS COVERAGE AND EMERGENCY SICKNESS PROTECTION INSURANCE POLICIES (WHICH ARE AVAILABLE FOR INSPECTION AT THE CORPORATE OFFICE) , 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 THESE NORTH AMERICAN TERMS. THIS SUMMARY IS AS OF June 1 , 2016. OPTIONAL SERVICES OFFERED, COVERAGES, LIMITS, EXCLUSIONS, OTHER FEATURES AND PRICES ARE ALL SUBJECT TO CHANGE WITHOUT NOTICE.

The insurance policies offered by Hertz (LIS, PAI/PEC and ESP ) 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**

**(Available on rentals in the United States only)**

### **COVERAGE**

If You elect to purchase LIS, coverage will be provided to You and any Authorized Operators under an excess automobile liability insurance policy issued to The Hertz Corporation or the independent Hertz licensee from which You rent the Car. As of June 1 , 2016, the excess automobile liability insurance policy issued to The Hertz Corporation is issued by ACE American Insurance Company.

## LIMITS

LIS provides protection from thirdparty automobile liability claims for the difference between the liability protection limits provided under paragraph 10 of these North American Terms and a maximum combined single limit of One Million (US\$1,000,000) Dollars for bodily injury, including death, and property damage. For rentals where The Hertz Corporation is the Renting Company, LIS also provides uninsured and underinsured motorists coverage for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and US\$1,000,000 limit of insurance for each accident; however, this coverage is not currently provided when the Renting Company is a Hertz licensee for rentals in those states where such coverage is not mandatory.

## 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 indicate You "Accept" LIS in Your Enrollment, coverage will be provided during the rental period for each Program rental which You make in the United States (including Puerto Rico and St. Thomas). As of June 1 , 2016, the daily Charge for this optional coverage is US\$18.85 or less per day, but the Charge is subject to change without notice. **THE CHARGE AT THE TIME YOU RENT WILL APPEAR ON THE RENTAL RECORD.** Such daily Charge is due for each full or partial rental day.

Your Rental Record may contain additional disclosures pertinent to Your decision whether to accept or decline LIS in the jurisdiction in which the rental commences. **YOU SHOULD READ THESE DISCLOSURES CAREFULLY AT THE COMMENCEMENT OF THE RENTAL.** If You have declined LIS in Your Enrollment, You may nevertheless accept LIS for a specific rental by advising a Hertz representative of Your decision at the commencement of the rental and having the representative revise the Rental Record to reflect Your election. Likewise, if You have accepted LIS in Your Enrollment, You may elect to decline LIS for a specific rental by obtaining a revised Rental Record from a Hertz representative at the commencement of the rental.

## 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 of the North American Terms.

# **PERSONAL ACCIDENT INSURANCE (PAI) AND PERSONAL EFFECTS COVERAGE (PEC) SUMMARY OF COVERAGES**

**(Available on rentals in the United States and Canada)**

## **HOW TO OBTAIN PAI/PEC COVERAGE**

If You indicate You "Accept" PAI/PEC in Your Enrollment, coverage will be provided during the rental period of each Program rental in the U.S. and Canada. Please note that PAI and PEC are not available separately and may only be taken in combination. As of June 1 , 2016, the Daily Charge for optional PAI/PEC coverage is US\$6.95 or less in the U.S. and CAN\$7.95 in Canada, but the Charge is subject to change without notice. The Charge at

the time You rent will appear on the Rental Record. Such Charge is due in full for each full or partial rental day. Coverage will be provided under a policy issued to the Renting Company (as identified on the Rental Record). As of June 1, 2016, for rentals commencing at facilities operated by The Hertz Corporation in the United States, the policy under which PAI/PEC coverage will be provided is issued to The Hertz Corporation by ACE American Insurance Company.

#### **PERSONAL ACCIDENT INSURANCE (PAI): COVERAGE AND BENEFITS**

For rentals in the United States, the PAI policies provide coverage for death directly caused by an accident independent of all other causes. 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 in most parts of the U.S. include death benefits of US\$175,000 for the renter and US\$17,500 per passenger; PAI also provides limited coverage for medical expenses (benefits are limited to \$2500; \$3500 in New York) and ambulance expense (benefits are limited to \$250; \$150 in New York). In most parts of the U.S., benefits for any one accident are limited to US\$225,000. For rentals in Canada, the PAI policy provides coverage for accidental death and/or dismemberment caused by an accident. The death benefit is CAN\$100,000 for the renter and CAN\$10,000 per passenger; dismemberment benefits are paid in accordance with a schedule of benefits specified in the policy. The renter will be covered for any such accident during the rental period; limited benefits are also payable to passengers who may be injured in an accident but only while they are occupants of the Car. These benefits are payable without regard to any other benefits which may be due under any other insurance policy. Coverage in both the U.S. and Canada is subject to various exclusions, terms and conditions.

#### **EXCLUSIONS**

In most parts of the United States, PAI insurance excludes coverage for injury or death resulting from use of the Car in violation of this Agreement and also for injury or death which: (a) is intentionally self-inflicted; (b) results from aircraft travel; (c) results from committing or attempting to commit an assault or felony; (d) results from intoxicants or narcotics unless administered on the advice of a physician (in Canada, this exclusion applies regardless of being administered on the advice of a physician); or (e) results from suicide or attempted suicide while sane or insane. DIFFERENT EXCLUSIONS MAY APPLY FOR RENTALS IN CANADA AND FROM INDEPENDENT LICENSEE LOCATIONS IN THE UNITED STATES.

#### **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 the Renting Company. Hertz will provide You with a claim form and the 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**

For rentals commencing in the United States, coverage is provided for loss of or damage to covered personal effects owned by any covered persons while such personal effects are in transit or in any hotel or other building en route during a trip using the Car. For rentals commencing in Canada, coverage is provided only while such effects are in the Car.

#### **COVERED PERSONS**

For rentals commencing in the United States, You and members of Your immediate family traveling with You during a trip using the Car who permanently reside in the same household with You are covered, if You accept PAI/PEC. For rentals commencing in Canada, You and any persons travelling with You are covered up to a maximum of three people in total.

#### **LIMITS OF LIABILITY**

Maximum coverage during each rental period is US\$600 in most parts of the U.S. for each covered person. In Canada, the maximum coverage during each rental period is CAN\$500 per covered person up to a maximum of three persons, after a deductible of CAN\$25 per covered claim. Total benefits in any rental period are limited to

US\$1,800 in most parts of the U.S. and CAN\$1,500 in Canada. In New York State, the maximum coverage is US\$500 for each covered person, per occurrence, and the total benefits in any rental period is limited to US\$1,500.

### **EXCLUSIONS**

The following personal effects are not covered for rentals from rental facilities operated by The Hertz Corporation in the U.S.: animals, automobiles, automobile equipment, cellular telephones, GPS equipment, motorcycles, boats, motors or other conveyances, household furniture, contact lenses, artificial teeth and limbs, currency, coins, deeds, bullion, stamps, securities, tickets, documents and perishables. (THESE EXCLUSIONS MAY VARY FOR RENTALS IN CANADA AND FOR RENTALS FROM INDEPENDENT LICENSEE LOCATIONS IN THE UNITED STATES.) Any loss of or damage to personal effects caused by mysterious disappearance or use of the Car in violation of the Agreement is not covered. Benefits are not payable for delay, loss of market, indirect or consequential losses or damages of any kind.

### **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 the Renting Company. Hertz will provide You with a claim form and the address of the insurance company which is providing coverage.

## **EMERGENCY SICKNESS PROTECTION**

**(Available on rentals in the United States)**

### **EMERGENCY SICKNESS PROTECTION (ESP)**

ESP is available at select locations to non-U.S. citizen renters who possess valid non-U.S. passports at the time of rental. ESP provides certain medical benefits for some sicknesses that may occur during rental periods of thirty days or less for the renter and non-U.S. persons traveling with the renter. Benefits include up to \$10,000 per person for reasonable and customary cost of necessary medical care for covered sickness, including medical or surgical treatment, hospital services, supplies, x-rays and laboratory fees, local ambulance, and visits to a physician's office, subject to a \$100 deductible per person.

## **PREMIUM EMERGENCY ROADSIDE ASSISTANCE (PERS)**

**(Available on rentals in the United States)**

If accepted, PERS reduces Your financial liability for services required to remedy non-mechanical problems with the Car including lockouts, lost key, flat tire and mounting and dead batteries, among other services. Full details are available at each rental location.

**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.**

# **EXHIBIT C**

## Terms and Conditions

Rates are for the time and location displayed above. Approximate rental charges are based on available information at the time of reservation for renters age 25 and older. For minimum age requirements please see "Rental Qualifications and Requirements" link below for details. Please note that for renters under age 25 an additional daily age differential charge may apply. Additional fees or surcharges may be applied at time of rental. Rates are for the time and location displayed above. **Any change to the reservation may impact the rental charges.** The rental rates may be higher if you make any change to your rental; including a change to extend the rental, the drop-off location or return the vehicle prior to the scheduled return date. Additional fees or surcharges may be applied at time of rental.

## TOLLS, PLATEPASS

You are responsible for the payment of all toll charges incurred during the rental period. If PlatePass is used to pay a toll, you will be charged for tolls incurred at the applicable tolling authority's highest undiscounted rate, plus the service fee set forth on your rental record.

## RENTAL CHARGES EXPLAINED

- For an explanation of potential charges arising from your rental, please [click here](#).

## WHAT CREDIT CARDS DOES HERTZ ACCEPT?

- Hertz accepts American Express, MasterCard, Carte Blanche, Visa, Diners Club, Discover, Hertz Charge Card, JCB, Optima Amex, China Union Pay (US locations only) and some debit cards. Credit cards and Debit/check cards must have available credit or available funds, for the estimated amount of rental charges and any additional charges that may be incurred. Stored value/prepaid/gift cards are not acceptable to qualify for rental, however these cards may be used for payment upon return.

At time of rental, a current driver's license and major credit/debit card must be presented in the renter's name and an authorization hold in an amount that may be greater than the estimated charges may be secured on the card provided, to cover the estimated charges and any additional charges that may be incurred. These funds will not be available for your use. If credit approval for this amount cannot be secured and/or proper identification credentials are not supplied, your rental will be declined. At many locations, debit cards issued under a VISA or MasterCard logo which draw funds directly from the cardholder's account may be used at the outset of a rental to qualify for a rental where the following requirements are met: at Hertz Airport locations, you will be required to provide proof of a return airline flight to coincide with the rental and present two valid forms of identification; and in Hertz Off Airport locations, you will need to make your reservation at least one day in advance of your rental pick up date, be at least 25 years old, have a Corporate Discount Plan (CDP) number listed in the reservation and present two valid forms of identification. There are exceptions to this general policy: Debit cards are not accepted at the outset of a rental to qualify for rentals in the New York Metropolitan Tri-State Area (NY, NJ, CT), areas of Hartford, CT, areas of Philadelphia, PA, areas of Boston, MA, areas of Manchester, NH, and areas of Detroit, MI. Debit cards are accepted for Hertz Gold Plus Rewards (GPR) members using a debit card in their GPR profile or Insurance Replacement Rental. Debit cards are not accepted to qualify at time of rental for Dream Cars and Shelby GT-H Mustang. Debit cards are accepted for payment at the end of your rental. Use of a debit card to rent a vehicle is subject to a credit check to determine credit worthiness at the time of rental.

## Prepaid/ Save \$ Pay Now Terms for destination United States:

1. No refunds or credits for unused rental days.
2. Prepaid rates cannot be combined with any promotional offer, voucher or certificate.
3. Rates exclude vehicle licensing recovery fee, airport facility use fee/customer facility charge, hotel concession fees, other cost recovery fees, governmental surcharges, taxes or other optional items such as child seats, luggage racks, refueling items, insurance, NeverLost or optional refueling, or one-way charges for which the renter may be

responsible. Excluded services cannot be prepaid; if accepted, must be paid locally at time of rental.

4. Changes to a reservation must be done at Hertz.com using the "Modify/Cancel" option. Any changes to the reservation may impact the rental charges. If a prepaid reservation is cancelled more than 24 hours before the pickup time, a \$50 cancellation fee will be assessed. If the prepaid reservation is cancelled within 24 hours before the pickup time, a \$100 fee will be assessed. If the customer does not cancel the reservation prior to the time of pick-up and the rental vehicle is not picked up on the rental date, the entire prepaid amount will be forfeited.

5. Approximate rental charges are based on available information at the time of reservation for renters age 25 and older. For minimum age requirements please see "Rental Qualifications and Requirements" link below for details. Please note that for renters under age 25 an additional daily age differential charge may apply. Additional fees or surcharges may be applied at time of rental.

6. The customer will be asked to enter a valid credit card number at the end of a change to a prepaid reservation. This must be the same credit card that was used for the original reservation. If the customer wishes to change the credit card, then the original reservation must be cancelled (see terms and conditions for Cancellations) and a new reservation made. Debit cards and Hertz Credit Cards are not valid form of payment for prepaid rates.

7. When renting the vehicle at the counter, you MUST produce the same credit card you paid online and valid driver's license. The credit card used must be in your name and presented at the time of rent. Once proof of this card has been provided, Hertz can accept any other valid credit card in your name at the time of rent for taxes, fees, and incidentals.

8. Standard rental qualifications and rental period restrictions apply.

9. CDP: A CDP code can be added to a reservation. However, there may be circumstances in which this CDP code is linked to a negotiated discount or rate that does not match Hertz retail prepaid rates. In this circumstance, the customer will see the error message: 'No prepaid available'. The customer may cancel the original reservation (see terms and conditions for Cancellations) and make a new reservation adding the CDP number.

10. A valid driver's license and credit card must be presented at the time of rental to cover any reasonably anticipated charges which have not been included in the prepaid voucher.

11. All rentals are subject to Hertz standard terms and conditions of the Hertz Rental Agreement in effect at time and place of rental.

12. Rental days are based on 24 hour periods commencing at time of pickup. Additional days will apply if the rental is kept longer than specified (additional days begin after a 29 minute grace period and will be billed at a higher rate).

13. This program is available at participating cities/locations and blackouts may apply.

14. Voluntary upgrades will be charged at locally applicable rates.

15. Please print your prepay confirmation and present at the counter.

16. The JCB card is a valid form of payment for prepaid rates.

17. Prepaid rates are subject to availability.

18. LIS cannot be provided for rentals in excess of 30 days in certain states, including CA, NY, FL, TX, NC and RI.

19. Please note that due to the nature of the prepaid rates, Hertz cannot provide a single receipt for a prepaid rental. Two receipts will be provided - one receipt for the prepaid amount and one receipt for the remainder of charges payable at the counter.

20. Your Hertz Prepaid Rental will appear on your credit card statement as "HERTZ PREPAYMENT".

### **Prepaid Terms for destination EUROPE:**

If you wish to cancel your reservation for any reason, you must contact your local Hertz Reservation Center and be ready to quote the information contained above in this Reservation Confirmation. Cancellation is not valid by any other method. Refunds can be issued on unused voucher portions when a 3 day rental minimum is met. To cancel the reservation prior to scheduled pickup date, call 800-654-3001. To request a refund of an unused voucher, call 800-654-4173.

The customer will be asked to enter a valid credit card number at the end of a change to a prepaid reservation. This must be the same credit card that was used for the original reservation. If the customer wishes to change the credit card, then the original reservation must be cancelled (see terms and conditions for Cancellations) and a new reservation made.

Approximate rental charges are based on available information at the time of reservation for renters age 25 and older.

For minimum age requirements please see "Rental Qualifications and Requirements" link below for details. Please note that for renters under age 25 an additional daily age differential charge may apply. Additional fees or surcharges may be applied at time of rental.

A valid drivers license and credit card must be presented at the time of rental to cover any reasonably anticipated charges which have not been included in the prepaid voucher.

All rentals are subject to Hertz standard terms and conditions of the Hertz Rental Agreement in effect at time and place of rental.

Voluntary upgrades will be charged at locally applicable rates.

At the time of rental, a current driver's license and major credit card must be presented. At many locations, debit cards issued under a VISA or MasterCard logo which draw funds directly from the cardholder's account may be used at the outset of a rental to qualify for a rental. There are exceptions to this general policy: Debit cards are not accepted to qualify for a rental in the New York Metropolitan Tri-State Area and the areas of Hartford, CT, Philadelphia, PA, Boston, MA, Detroit, MI and select locations in the Baltimore, MD area unless you are a Gold Plus Rewards (GPR) member using a debit card in your GPR profile or it is an Insurance Replacement rental. Debit cards are also not accepted at the outset of a rental to qualify for a rental at select locations in the Providence, RI area for customers with a foreign driver's license (a driver's license not issued by a jurisdiction in the United States) unless the customer has in his or her name a current return airline ticket. Debit cards are not accepted to qualify for rental to customers under 25 years of age at Hertz Off-Airport locations not in the areas noted above, unless you are a GPR member using a debit card in your GPR profile or it is an Insurance Replacement rental. Use of a debit card to rent a vehicle is subject to a credit check to determine credit worthiness at the time of rental, the ability to present a valid driver's license and other form of identification in the renter's name. At the time of rental, an authorization hold in an amount that may be greater than the estimated charges may be secured on the credit/debit card provided, to cover the estimated charges and any additional charges that may be incurred. These funds will not be available for your use. The estimated amount is the approximate total not including your promotion. If Hertz cannot secure credit approval for this amount and/or proper identification credentials are not supplied, Hertz will decline your rental.

A Frequent Flyer Surcharge of up to \$1.00 per day may apply when renters choose to take miles or credits from a U.S. and Canadian Frequent Flyer program.

By completing a Reservation (clicking below), you agree that you have received, read, understand, accept and agree to the terms, conditions, disclosures and notices appearing in these Reservation Terms. You also consent to the use of electronic records and validity of your electronic signature.

# **EXHIBIT D**



Lot:F Space: 69 Vehicle: 2015 ACCENT  
License: CA 7GGU515

Rental Rate\* 1 @ \$ 69.07 per day T \$ 69.07

\*Includes Unlimited Miles

**Additional Products**

Fuel & Service \$ .384 /MI \$ 9.99 /GAL 11.4 /TK CAP T \$ \*\*\*\*

**Service Charges/Taxes**

CONCESSION FEE RECOVERY 11.10% T \$ 7.67

CA TOURISM ASSESSMENT 3.50% \$ 2.42

FACILITY FEE 10.00

Vehicle License Fee Accepted @ \$ 1.02 per day T \$ 1.02

Tax 1 9.500% On Taxable Ttl \$ 77.76 \$ 7.39

Tax 2 3.750% On California Refueling \$ \*\*\*\*

**ADJUSTMENTS**

**TOTAL ESTIMATED CHARGE \$ 97.57**

Redacted

Credit Card Authorization Amount \$ 298.00

**Rented by The Hertz Corporation**

Vehicle: 01198 / 8260622 LocNum: CAOAK12 / 0124212

Miles Out: 38831 Plan: RCUD1 Class: B

Rental Location: OAKLAND INTL AP

Rental Time: 12/19/16 at 11:14 AM

Return Location: OAKLAND INTL AP

Return Time: 12/20/16 at 11:14 AM

**Rental Extensions/Changes 1-800-654-4174**

**Emergency Road Service 1-800-654-5060**

For Explanation of Charges: [WWW.HERTZ.COM/CHARGEEXPLAINED](http://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".

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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 \$ 9.99 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT \$ .384 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT. F

YOU AGREE TO OPTIONAL SERVICES OF:

LDW DECLINED  
LIS DECLINED - NO LIABILITY PROTECTION PROVIDED BY US

PAI/PEC DECLINED

PREM RD SVC DECLINED

OTHER FEES AND ASSESSMENTS:

CONCESSION FEE RECOVERY T 11.10%  
CA TOURISM ASSESSMENT 3.50%  
FACILITY FEE \$ 11.02 PER RENTAL  
VEHICLE LICENSE COST T\$ 1.02 PER DAY  
TAX RATE - 9.500% APPLIES TO ALL CHARGES MARKED T  
CA REFUEL SALES TAX RATE -3.750% APPLIES TO CHARGES MARKED F

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

CDP 124784 - You Represent That You Are Specifically Authorized to Receive The Benefits Extended To Employees/Members Of CITICORP AUTOMATIC DISC

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.

Redacted

- 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: H1511079875 PLAN -RCUD1 CLASS - B  
PREPARED BY: 1012/CAOAK12 PRINTED: 12/19/16 11:15

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**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.

Redacted



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**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.

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In the following areas all our vehicles (even without a windshield toll transponder) may use any cashless electronic toll lane: The entire States of FLORIDA, GEORGIA, COLORADO, NORTH CAROLINA, and TEXAS, the SAN FRANCISCO BAY AREA BRIDGES, and in Seattle, the TACOMA NARROWS BRIDGE and the SR 520 BRIDGE.

TO USE PLATEPASS IN THESE AREAS, pass through a cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE AREAS, use only traditional cash toll lanes (if available) and make payment directly to the toll authority.

\*\*\*\*\*

IN DELAWARE, ILLINOIS, INDIANA, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, OHIO, PENNSYLVANIA, VIRGINIA AND WEST VIRGINIA, only vehicles equipped with a windshield toll transponder may access the cashless toll lanes (The toll authority may allow for an alternative pay method, such as payment by mail).

TO USE PLATEPASS IN THESE STATES, slide the transponder out of the shield box and pass through a cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE STATES, keep the transponder fully within the shield box and use only traditional cash lanes (if available) to make payment directly to the toll authority.

\*\*\*\*\*

**NOTE: Certain toll roads do not accept cash. If you travel on such a toll road without a personal transponder that can be used on the toll road, you will be required to use PlatePass and be billed automatically as outlined below, or incur toll charges or violations for which you will be responsible. In Southern California, for toll roads that accept PlatePass, the toll authority allows for payment by phone/online within five (5) days of accessing the toll road. If you travel in the excluded HOV lanes in Southern California or if you travel on toll roads in Southern California that do not accept PlatePass, you will also be charged an administrative fee of \$30.00.**

Where permitted by Toll Authorities, you may opt to use your personal transponder. Follow the instructions above for NOT utilizing PlatePass and install a compatible transponder properly.

If PlatePass is used, PlatePass LLC will charge you a service fee of \$4.95 for each day of your rental including prior or subsequent days on which the PlatePass service is not used (capped at \$24.75 per rental) plus incurred tolls at the Toll Authority's cash toll rate or highest undiscounted toll rate. PlatePass LLC will separately charge your credit or debit card the applicable charges after the close of your rental. Charges typically take 1-3 weeks after the rental closes to appear on your statement, but a longer delay may occur. Cash customers will be invoiced.

FAILURE TO PAY ALL TOLLS MAY RESULT IN A TOLL CHARGE AND/OR VIOLATION. You will be charged for any toll/parking/traffic charges, violation fines/penalties incurred, plus applicable administrative fees. You authorize us to release your billing/rental information to PlatePass LLC and American Traffic Solutions to process and bill all such toll, violation, and administrative charges and service fees.



Redacted

CC



**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 RENTAL AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION.**

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US 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 THE RESPECTIVE HERTZ COMPANY IDENTIFIED ON PAGE ONE OF THIS DOCUMENT (HEREINAFTER "HERTZ") 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 Hertz 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 relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation 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](http://www.adr.org).

You or Hertz 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 copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, Hertz 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 arbitration 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 US IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING US AT [no.arbitration@hertz.com](mailto: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 arbitration, You do not need to do so again.



Redacted

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**TO BE CHARGED TO:**

MC XXXXXXXXXXXX [REDACTED] AUTH \$ 298.00/55640B

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 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.

**Redacted**

By Your declining the optional Liability Insurance Supplement (LIS), Par. 10(a) of the Rental Terms will apply to this rental. By signing below, You acknowledge that we provide no liability protection to You for this rental. Your own auto insurance (or that of any Authorized Operator) may or may not provide such liability protection.

Under California Civil Code Section 1798.83, any California resident who is an individual customer of ours may call (888)777-5870 to request a copy of our Privacy Policy and a form directing us not to disclose his personal information to third parties for their direct marketing purposes.

**NOTICE:** Except as stated in Par. 4 of the Rental Agreement Terms And Conditions (the Rental Terms) which appear on the folder (CF1900003) delivered to You with this Rental Record, You are responsible for all loss or damage to the rented vehicle even if someone else caused it or the cause is unknown. Your liability will not exceed the cost of repair up to the fair market value of the vehicle at the time it is lost or damaged, plus actual charges for towing, storage and impound fees, and an administrative charge. We will not hold You responsible if You buy Loss Damage Waiver (LDW) except as stated in Par. 4 of the Rental Terms. For additional information about your responsibility for loss or damage to the rented vehicle and about LDW see Par. 4 of the Rental Terms. If You accept LDW, the cost for each full or partial day will be \$11.00. By signing below You acknowledge that You have read, understand, accept and agree to the above and the Rental Terms, and You accept or decline LDW and the other Optional Services as shown on Card 1 and Card 2. By signing below You also acknowledge that a representative of ours has orally disclosed to You that LDW may be duplicative of coverage that You maintain under Your own policy of motor vehicle insurance. Purchase of LDW is optional. Only You and persons who are Authorized Operators, as that term is defined in Par. 2 of the Rental Terms, may operate the Car.

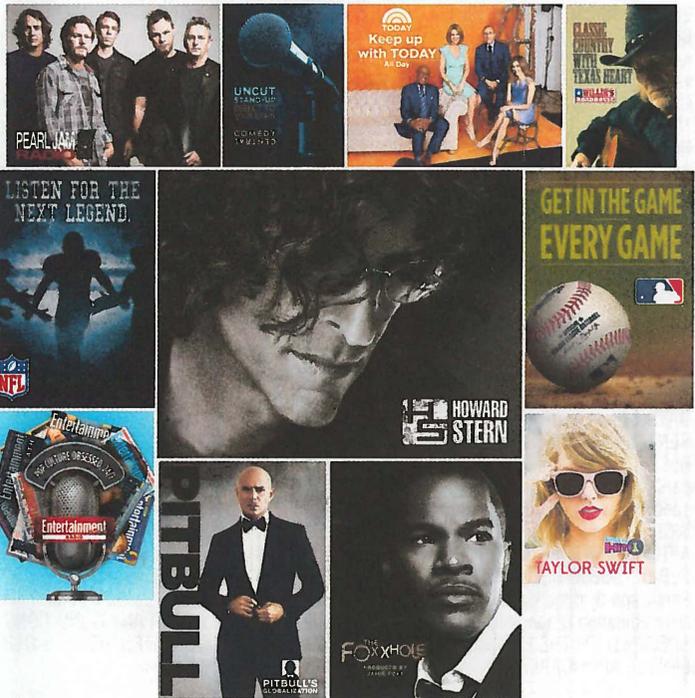
**X** CUSTOMER COPY - SIGNATURE ON FILE

[REDACTED]  
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.

# **EXHIBIT E**



G 297



**Make your drive come alive by adding SiriusXM® to your next Hertz rental.**

With over 140 channels, including commercial-free music, plus every major sport, news, talk, and entertainment, it's the ultimate upgrade for an incredible ride.

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# Enjoy Your Trip

Name

Color / Model

License #

Stall #

**Call toll free for the following services**

- Emergency Roadside Assistance \_\_\_\_\_ 1-800-654-5060
- Rental Extensions or Changes \_\_\_\_\_ 1-800-654-4174
- Worldwide Reservations \_\_\_\_\_ 1-800-654-3131
- Insurance Replacement Reservations \_\_\_\_\_ 1-800-582-7499
- Customer Relations / Billing \_\_\_\_\_ 1-800-654-4173
- Inquiries (7am - 7pm CST M-F)
- Recent Copies Available at [hertz.com](http://hertz.com)

**Warning: Don't lose your rental privileges**  
 Allowing unauthorized drivers may result in loss of all insurance coverages, and your future rental privileges.

**Hertz Express Return®** (Not available at all locations)  
 Please complete the information below and deposit the folder and car keys in the Express Return Box. Note: If you are returning to a location that is closed, all charges will continue to accrue until the location re-opens for business.

Return Mileage:

Return Date:  /  /

Return Time:  :  am / pm

I did not buy gas.

I did buy gas and the fuel level is:

E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F



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**Any car returning with foul smell, will be assessed a \$300.00 same day.**



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 BY YOU ELECTRONICALLY, WHICH BOTH YOU AND HERTZ AGREE SHALL BE TREATED AS AN ORIGINAL, TOGETHER CONSTITUTE THE AGREEMENT ("THIS AGREEMENT") FOR THE RENTAL OF THE VEHICLE IDENTIFIED ON THE RENTAL RECORD, INCLUDING ALL OF ITS PARTS ("CAR"). THE 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's 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.

**WHO MAY OPERATE THE CAR.**

Only You and the following persons, with Your permission ("Authorized Operators"), may operate the Car: (a) Your spouse; (b) Your employer, employees and fellow employees incidental to their business duties; (c) 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 (d) for rentals other than Replacement Rentals, any other person who meets Hertz's qualifications and who signs an Additional Authorized Operator form at the time of rental or who is authorized under Your Hertz CDP number, if any, shown on the Rental Record. All Authorized Operators must be at least 20 years old (An Age Differential charge may apply for ages 20-24) and must have a valid driver's license from a jurisdiction acceptable to Hertz, except that persons operating the Car pursuant to clause (c) above need only be at least 21 years old. 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 purpose hereof, an "emergency" shall mean urgent circumstances which, under the laws of the jurisdiction in which the alleged emergency occurred, would justify the operation of an automobile by an unlicensed driver. With respect to persons who must sign an Additional Authorized Operator Form, other qualifications may, at Hertz's 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 Paragraphs 9 and 10(c)).

**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. YOU MUST RETURN THE CAR TO HERTZ BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, OR SOONER IF DEMANDED BY HERTZ. IN NO EVENT MAY YOU KEEP THE CAR FOR MORE THAN THIRTY (30) DAYS, UNLESS AUTHORIZED IN WRITING BY HERTZ. IF YOU FAIL TO RETURN THE CAR BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, HERTZ WILL CHARGE AN OVERDUE ADMINISTRATIVE FEE. 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. 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, RECOVER THE CAR WHERE AND WHEN IT IS FOUND. 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. THE CAR MAY BE EQUIPPED WITH GLOBAL POSITIONING TECHNOLOGY, OR OTHER TELEMATICS SYSTEMS AND A TRANSMITTER THAT ALLOWS HERTZ TO LOCATE THE CAR AND PRIVACY IS NOT GUARANTEED. TO THE EXTENT PERMITTED BY LAW, YOU AUTHORIZE HERTZ' USE OF THE TECHNOLOGY INCLUDED IN THE CAR, INCLUDING TO TRACK THE LOCATION OF THE CAR, TO DISABLE THE CAR AND TO ASSIST IN REPOSSESSION OF THE CAR. UPON RETURN, IF THE CAR REQUIRES MORE THAN HERTZ'S STANDARD CLEANING, HERTZ MAY CHARGE YOU AN ADDITIONAL FEE TO HAVE THE CAR CLEANED.

#### **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 COLLISION, ROLLOVER, THEFT, OR VANDALISM REGARDLESS OF FAULT.

b. FOR RENTALS COMMENCING IN CALIFORNIA, (A) 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, DIMINUTION OF VALUE OF THE CAR AS DETERMINED BY HERTZ, AND AN ADMINISTRATIVE CHARGE, (B) YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM VANDALISM UNRELATED TO THE THEFT OF THE CAR WILL NOT EXCEED \$500 AND (C) 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.

c. IF YOU HAVE ACCEPTED 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(d). PURCHASE OF LDW, WHICH ENTAILS AN ADDITIONAL DAILY CHARGE, 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. YOUR OWN INSURANCE OR THE CREDIT CARD USED TO PAY FOR THE RENTAL MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR BEFORE DECIDING WHETHER TO PURCHASE LDW, YOU ARE ADVISED TO CONSULT WITH YOUR INSURER OR CREDIT CARD ISSUER, TO DETERMINE WHETHER YOUR INSURANCE POLICY OR CREDIT CARD AFFORDS COVERAGE FOR LOSS OF 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. THE CHARGE FOR LDW IS BETWEEN \$11.00 AND \$89.99 FOR EACH FULL OR PARTIAL RENTAL DAY, DEPENDING UPON THE CAR WHICH IS RENTED. YOU AGREE TO REVIEW THE DAILY CHARGE FOR LDW AND THE ESTIMATED TOTAL CHARGE FOR LDW FOR YOUR RENTAL PRIOR TO ACCEPTING LDW.

d. USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5 WILL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, VOID LDW AND CAUSE YOU TO BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THAT PROHIBITED USE.

e. YOU GRANT HERTZ A LIMITED POWER OF ATTORNEY TO PRESENT CLAIMS FOR DAMAGE TO OR LOSS OF THE CAR TO YOUR INSURANCE CARRIER OR ANY OTHER APPLICABLE THIRD PARTY.

**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 AND CANADA WITHOUT FIRST OBTAINING SPECIFIC WRITTEN PERMISSION FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD IN HERTZ' SOLE DISCRETION.

d. ENGAGE IN ANY WILLFUL, WANTON OR RECKLESS MISCONDUCT;

e. USE OR PERMIT THE USE OF THE CAR BY ANYONE:

1) WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF SECTION 23152 OF THE CALIFORNIA VEHICLE CODE OR ANOTHER JURISDICTION'S COMPARABLE LAW;

2) FOR ANY PURPOSE THAT COULD PROPERLY BE CHARGED AS A FELONY;

3) TO TOW OR PUSH ANYTHING, UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY HERTZ TO TOW

4) IN A SPEED TEST OR CONTEST;

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) ON AN UNPAVED ROAD, IF DAMAGE OR LOSS TO THE CAR RESULTS DIRECTLY FROM THE ROAD OR DRIVING CONDITIONS; OR

8) IF THE CAR HAS BEEN OBTAINED FROM HERTZ BY FRAUD OR MISREPRESENTATION.

ANY USE OF THE CAR IN A MANNER PROHIBITED ABOVE:

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 ACCEPTED LDW

ii. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WILL CAUSE YOU TO LOSE THE BENEFIT OF ALL PERSONAL ACCIDENT INSURANCE ("PAI") AND PERSONAL EFFECTS COVERAGE ("PEC"), LIABILITY INSURANCE SUPPLEMENT ("LIS") COVERAGE, UNINSURED MOTORIST PROTECTION, EMERGENCY SICKNESS PROTECTION AND 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'S RELATED COSTS AND ATTORNEYS' FEES.

#### **6. PAYMENT OF CHARGES**

You and any person, corporation or other entity to whom, with Hertz's 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 used for payment of Charges that is returned to Hertz unpaid or for any credit, charge, debit/check or stored value/prepaid/gift card charges which are not honored by the card issuer. Payment for all Charges is due at the completion of the rental in cash or by a credit card, charge card, debit/check card or other device acceptable to Hertz; 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 the rental and to agree to permit Hertz to bill Charges to that card. By providing a form of payment, You authorize Hertz to perform a check on your credit and/or other data source that identify any risk associated with a rental of the Car by You. Hertz may decline to rent based on this information. Stored value/prepaid/gift cards are not, and debit/check 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 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/check card presented at the time of rental, even if cash, another credit, charge or

debit/check card, or a 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/check 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 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, debit/check or stored value/prepaid/gift card, You authorize Hertz to correct the Charges with the card issuer. Hertz will notify You of any correction.

Hertz may from time to time issue prepaid vouchers or coupons represented either by documents or by entries in Hertz's 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 30 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'S OTHERWISE APPLICABLE RENTAL RATES WILL BE CHARGED.

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 driven 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. Any change to Your reservation may impact the rental charges. Rental charges may be higher if You make any change to Your rental, including a change to extend the rental, the drop-off location, or return the Car prior to the scheduled return date.

d. LDW, PAI/PEC, LIS, UMP and ESP 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 SUR-CHARGES AND SIMILAR FEES are charged/recovered as and where required or permitted by applicable law.

CF1900003 (01/16)

f. **TOLL, PARKING & TRAFFIC OCCURRENCES/VIOLATIONS:** YOU WILL BE RESPONSIBLE FOR AND PAY ALL TOLL OCCURRENCES, ALL PARKING, TRAFFIC AND TOLL VIOLATIONS, OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUNDMENT FEES AND ALL TICKETS CHARGED TO THE CAR, ARISING OUT OF THE USE, POSSESSION OR OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR. You authorize 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, Inc. and PlatePass, LLC, for the exclusive purpose of processing and billing for unpaid toll occurrences and any violations, fines, penalties and fees (and for PlatePass services, if utilized). You also agree to indemnify Hertz and/or American Traffic Solutions, Inc. and PlatePass, LLC if they pay same. You agree to pay, upon billing, applicable administrative fees, related to the cost of paying for such toll occurrences or toll, parking or traffic violations and the cost of providing information about You to a court or governmental agency for each unpaid toll occurrence and each toll, parking, or other citation incurred during Your rental. You further understand that Hertz, American Traffic Solutions, Inc. and/or PlatePass, LLC may furnish information regarding You, including but not limited to Your name, address and driver's license number to the governmental agency or court responsible for issuing or enforcing unpaid toll occurrences and toll, parking or other citations that You incur during Your rental.

g. **RECOVERY CHARGES** 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, court costs, and an Administrative Fee.

h. **COLLECTION EXPENSE** consists of all 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 all attorneys' fees and court costs.

i. **LATE PAYMENT FEES** may be applied to any balance due for Charges that are not paid within 30 days of Hertz's mailing an Invoice for such Charges to You or the person, corporation or other entity to whom they are to be billed. Such Invoice may be mailed either to You 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 Hertz NeverLost® In-Car Navigation System and infant and toddler car seats, if applicable, will be charged at the applicable 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. **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.

m. **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 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.

n. 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. The refueling options are:

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.

For rentals from select locations: IF YOU DRIVE 75 MILES OR LESS, as 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, YOU MUST PRODUCE A RECEIPT AT THE TIME OF RETURN INDICATING THAT FUEL WAS PURCHASED SO THAT THE CAR IS RETURNED WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT. If You drive 75 miles or less and You do not produce such a receipt at the time of return, You will be charged the  $\leq 75$  mile Fuel and Service Charge at the rate specified on the Rental Record, to the extent permitted by law.

(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. However, for rentals from select locations, if You drive the car 75 miles or less You will be charged the  $\leq 75$  mile Fuel and Service Charge at the rate specified on the Rental Record, to the extent permitted by law.

(a) The per-mile/kilometer 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/kilometer 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/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 case:

a. If You drive the Car 75 miles or less from select locations, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged the  $\leq 75$  mile Fuel and Service Charge at the rate specified on the Rental Record, to the extent permitted by law.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a.) 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.

#### 9. 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'S NEGLIGENCE. YOU AND ANY AUTHORIZED OPERATORS HEREBY WAIVE ANY CLAIM AGAINST HERTZ, ITS AGENTS, EMPLOYEES OR AFFILIATES, 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'S PREMISES, CAUSED BY YOU OR ANY AUTHORIZED OPERATOR, BY ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY HERTZ'S 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.

#### 10. LIABILITY PROTECTION

THE FOLLOWING SUBPARAGRAPH (a) APPLIES IF THE PROVISIONS OF YOUR CDP NUMBER OR RATE PLAN SHOWN ON THE RENTAL RECORD, IF ANY, OR, IN THE CASE OF A REPLACEMENT RENTAL, THE APPLICABLE CONTRACT, IF ANY, BETWEEN HERTZ AND THE AUTOMOBILE INSURER WHICH IS RESPONSIBLE FOR DAMAGE TO OR LOSS OF YOUR VEHICLE (A "RESPONSIBLE INSURER"), INCLUDE THE EXTENSION BY HERTZ OF 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 OPERATOR'S FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM OR DAMAGE TO PROPERTY OWNED BY YOU OR ANY FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION, 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, IF ANY, OR, IN THE CASE OF A REPLACEMENT RENTAL, THE APPLICABLE CONTRACT BETWEEN HERTZ AND THE RESPONSIBLE INSURER, IF ANY. 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 AND YOU HEREBY WAIVE AND REJECT THE INCLUSION OF ANY SUCH PROTECTION. 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 COMMENCING IN CALIFORNIA OTHER THAN THOSE TO WHICH SUBPARAGRAPH (a) APPLIES.

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, AND PROPERTY DAMAGE CAUSED BY OR ARISING FROM THE USE OF THE CAR DURING THE RENTAL. YOU REPRESENT AND WARRANT THAT YOUR INSURANCE IS SUFFICIENT TO SATISFY THE MINIMUM APPLICABLE FINANCIAL RESPONSIBILITY LIMITS REQUIRED BY LAW. IN THE EVENT OF AN ACCIDENT, YOU WILL PROVIDE PROOF OF 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 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, "NO-FAULT" OR OTHER OPTIONAL PROTECTION IN CONNECTION WITH THE RENTAL AND HERTZ AND YOU HEREBY REJECT, TO THE EXTENT PERMITTED BY LAW, INCLUSION OF SUCH PROTECTION. WHERE HERTZ IS REQUIRED BY LAW TO PROVIDE ANY OF THE ABOVE PROTECTION IN SPITE OF THIS AGREEMENT, SUCH PROTECTION SHALL BE SECONDARY OVER AND ABOVE ANY OTHER AVAILABLE INSURANCE PROVIDED OR AVAILABLE TO YOU UNDER ALL OTHER POLICIES (WHETHER PRIMARY OR EXCESS) IN AN AMOUNT NOT TO EXCEED THE MINIMUM STATUTORY FINANCIAL RESPONSIBILITY LIMITS OF THE JURISDICTION WHERE THE ACCIDENT OCCURS. HERTZ MAY PROVIDE SUCH LIABILITY PROTECTION UNDER A CERTIFICATE OF SELF-INSURANCE OR AN INSURANCE POLICY,

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, ATTORNEY'S FEES AND EXPENSE OF ANY KIND (A "LOSS") ARISING FROM THE USE OR POSSESSION OF THE CAR BY YOU, ANY AUTHORIZED OPERATOR 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'S SOLE NEGLIGENCE.

d. The Car may not be driven into Mexico without first obtaining specific written permission from Hertz, which permission may be withheld in Hertz's 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.

#### 11. ACCIDENTS, THEFT AND VANDALISM

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. 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's investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ALL LIABILITY PROTECTION, PAI/PEC, ESP, LIS, UMP AND LOW. You and any Authorized Operators authorize Hertz to obtain any records or information relating to any incident, irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

#### 12. LIMITS ON LIABILITY

a. 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.

b. You understand and agree that it is improper for You to file a lawsuit concerning this Agreement against any entity other than Hertz.

#### 13. PRIVACY

Hertz may collect and use personally identifiable data about You in accor-

dance with Hertz's Privacy Policy for Rental Customers (the "Privacy Policy"). Among other things, the Privacy Policy provides that Hertz may use and disclose personally identifiable data about You as it reasonably believes is necessary to protect its business; to comply with applicable law; to protect the rights, privacy, safety or property of You or others; and to permit Hertz to pursue available remedies or limit the damages that it may sustain. Hertz may disclose personally identifiable data about You in response to requests from law enforcement agencies or government regulators. Pursuant to the Privacy Policy, You have options to limit the use or sharing by Hertz of personally identifiable data about You for marketing purposes and you may access and correct data about You. The Privacy Policy explains these options and provides information about how to choose an option. A full copy of Hertz's current Privacy Policy may be obtained by writing to Director, Privacy Services, The Hertz Corporation, P. O. Box 25301, Oklahoma City, OK 73125, USA; or by clicking on the Privacy Policy link at [www.hertz.com](http://www.hertz.com)

#### 14. WAIVER OR 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 shall be governed by the substantive law of the jurisdiction in which the rental commences, without giving effect to the choice of laws rules thereof, and you hereby 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 that 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).

#### 15. 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 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. For details on such compensation, You should contact that party.

#### 16. ARBITRATION AND CLASS ACTION WAIVER

**ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS RATHER THAN A JURY TRIAL 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 HERTZ 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 HERTZ 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 Hertz 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 relating to any aspect of the relationship or communications between us,, whether based on contract, tort, statute, fraud, mis-

representation or 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](http://www.adr.org)

You or Hertz 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 copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, Hertz 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 arbitral 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 EMAILING HERTZ AT [no.arbitration@hertz.com](mailto: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 the 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 arbitration, You do not need to do so again.

#### SUMMARY OF OPTIONAL SERVICES

**THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL OF THE PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE APPLICABLE LIABILITY INSURANCE SUPPLEMENT, UNINSURED MOTORIST PROTECTION, PERSONAL ACCIDENT AND PERSONAL EFFECTS AND EMERGENCY SICKNESS PROTECTION INSURANCE POLICIES (WHICH ARE AVAILABLE FOR INSPECTION UPON REQUEST), AND THIS AGREEMENT. FOR INFORMATION REGARDING THE OPTIONAL LOSS DAMAGE WAIVER, WHICH IS NOT INSURANCE, SEE SUBPARAGRAPHS 4(c), 4(d) AND 7(d).**

The insurance coverages offered by HERTZ (LIS, UMP, PAI/PEC and ESP) 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 Car.

#### LIABILITY INSURANCE SUPPLEMENT (LIS)

##### COVERAGE

If You elect to purchase LIS, coverage will be provided to You and any Authorized Operators under an excess automobile liability insurance policy issued to Hertz.

##### 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 One Million (\$1,000,000) Dollars for bodily injury, including death, and property damage. Uninsured and underinsured motorists coverage for bodily injury, including death and damages, for the difference between the statutory minimum underlying limits and \$1,000,000 limit of insurance for each accident is available for an additional

charge, but only if You purchase LIS..

##### EXCLUSIONS

All exclusions, including claims arising from use of the Car as prohibited by this Agreement and claims by any of You 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 upon request.

##### HOW TO OBTAIN/DECLINE COVERAGE

If You accept 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.

##### UNINSURED MOTORIST PROTECTION (UMP)

##### COVERAGE AND LIMITS

If You elect to purchase UMP, which is only available after accepting LIS, coverage is provided to You and anyone else occupying the Car while operated by You for bodily injury, including death, and damages, caused by an owner or driver of an uninsured or underinsured vehicle of a third party. This coverage is excess above the minimum financial responsibility limits for uninsured or underinsured motorist required by law. UMP provides coverage for the difference between any uninsured and underinsured motorist coverage available to You in this Agreement, if any, up to \$1,000,000 (U.S.) per accident.

##### EXCLUSIONS

All exclusions, including claims arising from the use of the Car as prohibited by this Agreement, are set forth in the applicable policy, a copy of which is available upon request.

##### HOW TO OBTAIN/DECLINE COVERAGE

If You accept UMP, which is only available if You elect to purchase LIS, coverage will be provided during the rental period. The daily charge for UMP, which appears on the Rental Record, is due for each full or partial rental day.

#### PERSONAL ACCIDENT INSURANCE (PAI) AND PERSONAL EFFECTS COVERAGE (PEC)

If You accept PAI / PEC on the Rental Record, coverage will be provided during the rental period. Please note that PAI and PEC are not available separately and may only be taken in combination. The daily charge for PAI/PEC, which appears on the Rental Record, is due for each full or 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 death directly caused by an accident independent of all other causes. 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 \$175,000 for the renter and \$17,500 per passenger; PAI also provides limited coverage for medical expenses (benefits are limited to \$2500) and ambulance expense (benefits are limited to \$250). Total benefits for any one accident are limited to \$225,000. These benefits are payable without regard to any other benefits which may be due under any other insurance policy. Coverage is subject to various exclusions, terms and conditions.

##### EXCLUSIONS

PAI insurance excludes coverage for injury or death resulting from use of the Car in violation of this Agreement and also for injury or death which: (a) is intentionally self-inflicted; (b) results from aircraft travel; (c) results from committing or attempting to commit an assault or felony; (d) results from intoxicants or narcotics; or (e) results from suicide or attempted suicide while sane or insane. This is a summary only and other exclusions and restrictions apply. See the policy 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 the 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

Coverage is provided for loss of or damage to covered personal effects owned by any covered persons while such personal effects are in transit or in any hotel or other building en route during a trip using the Car.

##### COVERED PERSONS

You and members of Your immediate family traveling with You during a trip using the Car who permanently reside in the same household with You are covered, if You accept PAI/PEC.

##### LIMITS OF LIABILITY

Maximum coverage during each rental period is \$600 for each covered person. Total benefits in any rental period are limited to \$1,800.

##### EXCLUSIONS

The following personal effects are not covered: Animals, automobiles, automobile equipment, cellular telephones, GPS equipment, motorcycles, boats, motors or other conveyances, household furniture, contact lenses, artificial teeth and limbs, currency, coins, deeds, bullion, stamps, securities, tickets, documents and perishables. Any loss of or damage to personal effects caused by mysterious disappearance or use of the Car in violation of the Agreement is not covered. Benefits are not payable for delay, loss of market, indirect or consequential losses or damages of any kind. This is a summary only and other exclusions and restrictions apply. See the policy for additional exclusions and limitations.

##### 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 coverage.

##### EMERGENCY SICKNESS PROTECTION

ESP is available at select locations to non-U.S. citizen renters who possess valid non-U.S. passports at the time of rental. ESP provides certain medical benefits for some sicknesses that may occur during rental periods of thirty days or less for the renter and non-U.S. persons traveling with the renter. Benefits include up to \$10,000 per person for reasonable and customary cost of necessary medical care for covered sickness, including medical or surgical treatment, hospital services, supplies, x-rays and laboratory fees, local ambulance, visits to a physician's office, subject to a \$100 deductible per person per sickness.

##### PREMIUM EMERGENCY ROADSIDE ASSISTANCE (PERS)

If accepted, PERS reduces Your financial liability for services required to remedy non-mechanical problems of the Car including lock-outs, lost key/key fob, flat tire and mounting and dead batteries, among other services. Full details are available at each rental location.

**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.**