



AGENDA REPORT
November 13, 2018

**Authorization to Advertise Request for Proposals (RFP) Vanpool
Management for Transit Services**

SUBJECT:

Authorization to advertise Request for Proposals (RFP) re: Vanpool Management Services for Space Coast Area Transit

FISCAL IMPACT:

There is no direct fiscal impact for Transit Services; the contracted vendor provides the Vanpool Management Services through the leasing fees with Commuter and Agency vanpool leases.

DEPT/OFFICE:

Transit Services

REQUESTED ACTION:

It is requested that the Board of County Commissioners approve:

- 1) Advertisement of Request for Proposals for vanpool fleet management services for Space Coast Area Transit
- 2) Establish Selection and Negotiation Committees
- 3) Award contract to the most qualified firm according to selection committee ranking
- 4) Authorize the Chairman to execute resulting negotiated agreement upon County Attorney and Risk Management approval
- 5) Authorize the County Manager to execute any necessary budget change requests

SUMMARY EXPLANATION and BACKGROUND:

The current agreement with Enterprising Leasing, Inc. expires on March 31, 2019 and staff recommends that contracting out the service to a provider is the best method of service delivery. Space Coast Area Transit privatized the vanpool fleet management functions in 1986, with excellent cost and efficient results over the years. As the current contract expires, Space Coast Area Transit must reissue a Request for Proposal in order to competitively procure a new vendor. The awarded vendor will manage the vanpool fleet for Space Coast Area Transit.

The outsourcing of this service has benefitted Space Coast Area Transit as follows:

- Space Coast Area Transit currently pays no money in operational costs to the vendor. The only current operational vanpool costs are the use of office space by the

current vendor at our South Terminal.

- Extended hours of maintenance services available to drivers.
- No County staff personnel required to operate the program.
- Privatization removes the need to maintain, store and repair the vanpool fleet.
- Hurricane and disaster response of Space Coast Area Transit is enhanced by the use of vendor resources.
- Vehicle procurement and disposal resources are available as needed.
- Vehicle insurance is covered by the private vendor.

In addition to authorizing advertisement for an acceptance of proposals, it is requested the Board approve Selection and Negotiation Committees as follows:

Selection Committee: Jim Liesenfelt, Assistant County Manager, or Designee; Scott Nelson, Transit Services Director, or Designee; Terry Jordan, Transit Planner, or Designee

Negotiation Committee: Jim Liesenfelt, Assistant County Manager, or Designee; Scott Nelson, Transit Services Director, or Designee; Karen Petters, Finance Officer, or Designee

Contact Name: Scott Nelson, Transit Services Director
Phone: (321) 635-7815 ext. 52931

ATTACHMENTS:

Description

No Attachments Available



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

November 14, 2018

MEMORANDUM

TO: Scott Nelson, Transit Services Director

RE: Item F.15., Authorization to Advertise Request for Proposal (RFP) Vanpool Management for Transit Services

The Board of County Commissioners, in regular session on November 13, 2018, approved advertisement of RFP for vanpool fleet management services for Space Coast Area Transit (SCAT); established selection a committee consisting of you, Jim Liesenfelt, Assistant County Manager, and Terry Jordan, Transit Planner, or their designees; established negotiation committee consisting of you, Jim Liesenfelt, Assistant County Manager, and Karen Peters, Finance Officer, or their designees; authorized staff to award contract to the most qualified firm according to selection committee ranking; authorized the Chair to execute resulting negotiated agreement upon County Attorney and Risk Management approval; and authorized the County manager to execute any necessary budget change requests.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

cc: Committee Members
Finance
Budget



BOARD OF COUNTY COMMISSIONERS

RECEIVED

AUG 19 2019

County Manager's
Office

Transit Services

401 S. Varr Ave
Cocoa, FL 32922

Inter-Office Memo

TO: Commissioner Kristine Isnardi, Chair

THROUGH: Frank Abbate, County Manager *FA*
Jim Liesenfelt, Assistant County Manager *AL*

FROM: Scott Nelson, Transit Services Director *Cathy Lively for*

DATE: August 19, 2019

SUBJECT: Request for Chair's Signature

On November 13, 2018, the Board granted permission for Transit Services/Space Coast Area Transit to advertise and award a contract for Vanpool Management Services. The Board also authorized the Chair to execute the final negotiated agreement. Commute with Enterprise was the winning vendor and they have already signed the agreement.

The County Attorney and Risk Management Offices have reviewed the agreement and we have included copies of their approvals and Board Memorandum. We are requesting for the Chair to sign the attached three sets of Vanpool Services Contract.

If you have any questions, please do not hesitate to contact me at 635-7815 ext. 52932 or cathy.lively@brevardfl.gov.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

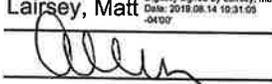
SECTION I - GENERAL INFORMATION

1. Contractor:	
2. Fund/Account #: 4136-363436	3. Department Name: Transit Services
4. Contract Description: Vanpool Management Services RFP	
5. Contract Monitor: Cathy Lively	7. Contract Type: SERVICES
6. Dept/Office Director: Scott Nelson	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lively, Cathy <small>Digitally signed by Lively, Cathy Date: 2019.02.08 19:38:20 +05'00'</small>	02/08/2019
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lively, Cathy <small>Digitally signed by Lively, Cathy Date: 2019.08.14 09:42:40 -04'00'</small>	08/14/2019
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2019.08.14 15:31:59 -04'00'</small>	08/14/2019
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		8/15/2019

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

VANPOOL SERVICES CONTRACT

1.0 General

This Vanpool Services Contract ("Contract") is made this 1st day of August, 2019 ("Effective Date"), by Enterprise Leasing Company of Orlando, LLC dba Commute with Enterprise, a Delaware limited liability company ("ENTERPRISE") and Brevard County Board of County Commissioners, ("Space Coast Area Transit," or "Brevard County," and together with ENTERPRISE, the "Parties", and each a "Party"). This Contract may also be referred to as Contract Number P-6-19-10, which resulted from an award to ENTERPRISE pursuant to Solicitation Number P-6-19-10.

The County's authorized Point of Contact for this Contract is:

Name: Scott Nelson, Director
County/Division: Space Coast Area Transit
Address: 401 S. Varr Avenue Cocoa FL 32922
Telephone: 321-635-7815
Facsimile: 321-633-1905
E-mail: Scott.Nelson@BrevardFL.gov

ENTERPRISE's authorized Point of Contact for this Contract is:

Name: Nathan Prior, Group Commute Manager
Entity/Division: Enterprise Holdings
Address: 5442 Hoffner Avenue Orlando FL 32812
Telephone: 407-447-7999
Facsimile: 407-447-1555
E-mail: Nathan.A.Prior@ehi.com

WHEREAS, the County operates a vanpool program for commuters and human service agencies in Brevard County through a partnership with ENTERPRISE ("Vanpool Program");

WHEREAS, ENTERPRISE, a private provider of public vanpool programs, desires to assume operations of the Vanpool Program, subject to the terms and conditions set forth herein;

WHEREAS, ENTERPRISE now desires to contract with the County to provide vanpool services for Brevard County, FL in exchange for the payments set forth in this Contract;

WHEREAS, the County benefits from provision of the Vanpool Program in their jurisdiction including National Transit Database and other data reported by Enterprise and the resulting generation of federal transportation and other funding based on such data reporting;

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

2.0 Services, Pricing, and Period of Performance

2.1 Services Provided by ENTERPRISE

ENTERPRISE shall perform the services described in Scope of Services Attachment A; Enterprise's proposal in response to the County's Request for Proposals for Commuter Vanpool Services and Section 4.0 Scope of Services. To the extent that any provisions of Attachment A conflict with this Contract, the terms of this Contract shall prevail. At the time of this contract signing Brevard County purchased and owns all vehicles in the vanpool fleet. In the future, vehicles owned by ENTERPRISE or its affiliates may be used for the performance of services, if agreed to by both Parties. ENTERPRISE or affiliate owned vehicle provisions are included in the contract in the event of transition.

2.2 Pricing

- a) The County shall pay to ENTERPRISE a subsidy equal to the amounts contained in Attachment D per month for each vehicle owned by ENTERPRISE or its affiliates used in the Vanpool Program (the "Subsidy").
- b) In the event that a vanpool group terminates its participation in the Vanpool Program, the subsidy applicable to such vanpool group shall terminate effective as of the first day of the first full calendar month in which such vanpool group does not operate.
- c) When the work under this Contract is changed by either a modification to this Contract or change in applicable and mandatory law, regulation, or policy that changes ENTERPRISE's costs, risks, or work, ENTERPRISE may request an equitable adjustment in the price, the time of performance or schedule, and other affected terms of this Contract. County shall not unreasonably withhold consent to such equitable adjustment upon prior written notice by ENTERPRISE.

2.3 Period of Performance and Term

This Contract shall commence on the Effective Date and shall continue for 3 years from the Effective Date ("Initial Term" or "Base Period"). Thereafter (subject to earlier termination pursuant to Section 8.4) the Contract may renew for one 2 year period with the written consent of both Parties (any such term shall be a "Renewal Term").

3.0 Changes

Changes in the terms and conditions of this Contract may be made only by written agreement of the Parties.

4.0 Statement of Work

- a) ENTERPRISE shall provide vanpooling services commuter vanpool groups and human service agencies who are enrolled in the Vanpool Program pursuant to the terms of the applicable Vanpooler Agreement, in accordance with the scope of services in Attachment A. The vanpool fleet may be comprised of a combination of County owned vehicles and vehicles owned by Enterprise or its affiliates. ENTERPRISE shall provide driver approval, program marketing, comprehensive maintenance, insurance coverage, dedicated local teams, ride matching technology, invoicing and fare collection, and National Transit Database reporting for all vanpool vehicles operating in this program, whether owned by County or ENTERPRISE or its affiliates. Where vehicles are owned by ENTERPRISE or its affiliates, ENTERPRISE shall provide a choice of vehicles to be determined by ENTERPRISE.
- b) Vehicle Provision– ENTERPRISE will rent vehicles, each seating seven to fifteen passengers, to individuals within commuter vanpool groups and human service agencies who are enrolled in the Vanpool Program pursuant to the terms of the applicable Vanpooler Agreement, as defined herein.
- c) Human Service Agency Vehicles – Some vanpools under this program may be rented to Human Services Agencies (“HSA”) within the County. ENTERPRISE shall provide the same services as outlined in this Contract and all Attachments for HSA vehicles under this program. However, drivers of HSA vehicles shall be required to meet additional driver approval qualifications to be eligible to drive in this program, as identified in Attachment A. ENTERPRISE shall provide Federal Transit Administration required drug and alcohol testing. HSA drivers are employees or volunteers of the HSA.
- d) Compliance with the Americans with Disabilities Act (“ADA”). ENTERPRISE will comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations. Vehicles that accommodate individuals with disabilities may require upfitting and must be specially ordered by, and paid for by, the County either through direct purchase or reimbursement to ENTERPRISE.
- e) Vanpool Formation; Marketing – ENTERPRISE will market and promote the Vanpool Program and provide ride matching assistance to facilitate formation of vanpool groups. Each vanpool driver must (a) sign either (i) a Vanpool Coordinator Agreement in the case of a traditional vanpool or a Not-For-Hire Transportation Coordinator Agreement in the case of a Human Services Agency vanpool; or (ii) a Vanpool Driver Agreement in the case of a traditional vanpool or a Not-For-Hire Transportation Driver Agreement in the case of a Human Service Agency vanpool. (item (i) and (ii) collectively referred to as “Vanpooler Agreement”), (b) authorize ENTERPRISE, or its designee, to obtain records related to his/her driving history, and (c) otherwise meet continuing eligibility requirements established by ENTERPRISE. Additional driver qualifications will be required of drivers in HSA vanpools.
- f) Vanpool Fares and Billing – ENTERPRISE will establish a “fare” for each vanpool group participating in the Vanpool Program (the “Vanpool Fare”). This Vanpool Fare

shall be reflected in the Vanpool Agreement. ENTERPRISE will bill and collect such Vanpool Fare plus amounts owed for fuel, tolls, parking, and other services provided to or charges incurred or elected by the vanpool group and/or any participants as set forth in the Vanpooler Agreement, from the vanpool group on a monthly basis or such other times as may be agreed upon by ENTERPRISE and the vanpool participants. Subsidy payments from the County for vehicles owned by ENTERPRISE or its affiliates, will be applied against the invoiced Vanpool Fare, effectively reducing the Vanpool Fare.

- g) Human Services Agency (“HSA”) Driver Management Costs – Enterprise may choose to invoice HSA’s \$17 monthly, or then current actual costs, for each active driver in their program. A monthly cut-off date will be communicated to HSA’s to finalize roster updates for each month. If Enterprise chooses to bill for driver management costs in this manner, a commensurate adjustment in monthly rate will be made to ensure that the total cost to Human Services Agencies is equal, on average, with the rates listed in Attachment D. The intent of this provision is to incentivize HSA’s to actively manage their driver rosters.
- h) Vehicle Servicing & Maintenance – ENTERPRISE will arrange for preventative and scheduled maintenance, unscheduled repairs and inspections of vanpool vehicles including online account information and a toll-free hotline for scheduling van maintenance. According to Original Equipment Manufacturer standards, each vehicle will be eligible for a regular, routine service and safety inspection including lubrication, and oil and filter change. During applicable service visits, a comprehensive safety inspection will be performed and include monitoring all major and mechanical systems including wear/air pressure of tires, brakes, belts, hoses, water pump, fluids, suspension, wheel bearings and exhaust.
- i) Reporting – ENTERPRISE will prepare and submit a monthly report to the County including the following items:
 - i. Number of vanpool groups added or discontinued during the month, and the number of active vanpools,
 - ii. Route and group information such as origin and destination, van driver (name) and van passenger capacity.

ENTERPRISE will provide the County with certain data and reports to enable the County to comply with applicable National Transit Database Reporting requirements. To the extent practicable, such data shall be provided in the format prescribed by the Federal Transit Administration. Data for monthly reports shall be available no later than the twentieth calendar day following the month covered by such monthly reports. Data for annual reports shall be available no later than the sixtieth calendar day following the year covered by such annual reports.

- j) Tolls and Other Fees (if applicable) – ENTERPRISE will bill and collect from vanpool groups any toll or other charges (plus, as applicable, any administrative fees associated with processing of such charges) incurred by such vanpool group or individual participants in the vanpool group, including, if applicable, citation charges, tolls and passes, as set forth in the Vanpooler Agreement. ENTERPRISE shall remit such charges (less any administrative fee) to the appropriate authority.
- k) Other Services as Needed – Other services like marketing and advertising campaigns, onsite events or otherwise may be provided per Attachment A; Enterprise’s Proposal. Any additional services will be mutually agreed upon in writing, prior to implementation.

5.0 Performance

5.1 Excusable Delays and Force Majeure

ENTERPRISE shall not be liable for default if nonperformance is caused by an occurrence beyond the reasonable control of ENTERPRISE and without its fault or negligence such as: acts of God or the public enemy; passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown; national or regional shortage of adequate power or telecommunications or transportation; fires; floods; earthquake or explosion; war, terrorism, invasion, riot or other civil unrest; epidemics; quarantine restrictions; strikes, labor stoppages or slowdowns or other industrial disturbances; unusually severe weather; embargoes or blockades in effect on or after the date of this Contract; national or regional emergency; and delays of common carriers. Either party may terminate this Contract, in whole or in part, if a Force Majeure Event continues substantially uninterrupted for a period of thirty days or more.

6.0 Contract Administration Data

6.1 Invoices

- a) For any vehicles owned by ENTERPRISE or its affiliates, ENTERPRISE will invoice the County monthly for the Subsidy vehicles owned by ENTERPRISE or its affiliates and any other amount coming due from County, in accordance with this Contract. ENTERPRISE shall submit an original invoice (or electronic invoice, if authorized) to the payment office designated below:

Name: Karen Petters
County/Division: Brevard County Transit Services
Address: 401 South Varr Ave. Cocoa, FL 32922
Telephone: 321-635-7815
Facsimile: 321-633-1905
E-mail: karen.petters@brevardfl.gov

b) An invoice will include:

- i. Name and address of ENTERPRISE;
- ii. Invoice date and number;
- iii. Description, quantity, and price of the services delivered;
- iv. Name, title, and phone number of person to notify in event of defective invoice; and
- v. Banking or other information on how the County shall provide payment.

6.2 Payment

The County must pay ENTERPRISE via check or wire transfer or notify ENTERPRISE of any disputes concerning invoices within forty-five calendar days of the date the County receives such invoice. If the County fails to annotate the invoice with the actual date of receipt, the invoice payment due date is the 45th day after the date of the ENTERPRISE's invoice. Payment is considered made on the day a check is dated or the date of an electronic funds transfer. Invoices not disputed within such thirty-day period shall be deemed accepted and binding upon the County. All payments shall be remitted in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq.

6.3 Overpayment

If ENTERPRISE becomes aware that the County has otherwise overpaid on an invoice payment, ENTERPRISE shall:

- a) Remit the overpayment amount to the payment office cited in the Contract along with a description of the overpayment, including the circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment); and
- b) Provide a copy of the remittance and supporting documentation to the County.

7.0 Special Contract Requirements

7.1 Compliance with Law

ENTERPRISE shall maintain any license, permit, operating authority, insurance, or regulatory authorization required to perform the Services. In addition, it must comply with the laws and regulations identified in Attachment C Federal Requirements.

7.2 Substitution and Replacement of Vehicles

For County owned vehicles temporarily out of service due to issues such as maintenance, repairs, or accidents, ENTERPRISE may substitute any County owned vehicle as needed to maintain vanpool service.

ENTERPRISE will provide the County with quarterly updates on forecasted vehicle retirement and replacement needs for the coming 12 months. If the County plans to purchase replacement vehicles, Enterprise will collaborate with the County on specifications for replacement vehicles. For County owned vehicles that remain in operation over 100,000 miles beyond 12 months after the effective date of this Contract, ENTERPRISE will invoice County for all maintenance expenses outside of standard preventive maintenance. For the purposes of this provision, standard preventive maintenance will include oil change and tire rotation at manufacturer recommended intervals.

ENTERPRISE may replace vehicles owned by ENTERPRISE or its affiliates in the Vanpool Program at any time and for any reason, such replacement decisions shall be in the sole discretion of ENTERPRISE

7.3 Subconsultants and Personnel

- a) Subconsultants – Unless stated otherwise in this Contract, ENTERPRISE may with the County’s approval subcontract with other entities (“Subconsultants” or “Subcontractors”) to perform the Services in the Statement of Work or related services. ENTERPRISE agrees to notify the County of its subcontractors performing services related to this Contract.
- b) Personnel – Unless stated otherwise in this Contract, ENTERPRISE may at its sole discretion interview, select, hire, substitute, terminate, and make all employment-related decisions regarding ENTERPRISE personnel performing the Services in the Statement of Work or related services. ENTERPRISE will notify the County regarding any changes in personnel directly supporting this Contract.

7.4 Vanpool Drivers Not Employees; Parties and others as Independent Contractors

The County, all vanpool participants and ENTERPRISE are independent parties participating with one another in a vanpooling arrangement and neither party shall be an agent, servant, or employee of the other. No Party or vanpool participant may take any action to bind any of the other Parties hereto. Nothing in this Contract shall establish any joint venture or other such relationship between ENTERPRISE and its vanpool participants and/or County.

7.5 Notices

- a) All notices required under this Contract must be in writing and addressed to the Points of Contact in Section 1.0 above (or to such other address or such other person that such Party may designate from time to time in accordance with this Section), with a copy to:

Enterprise Holdings, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
Attn: General Counsel

- b) Notices will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) on the next business day after delivery, if sent by a nationally recognized overnight courier, prepaid, delivery receipt requested; (iii) on the next business day after sending by facsimile or E-mail, (in each case, with confirmation of transmission); and (iv) on the third business day after the date mailed by certified or registered U.S. mail, return receipt requested, postage prepaid.

7.6 Agreement Not a Lease

The Parties expressly agree and acknowledge that this Contract is not, and is not intended to be, a contract for the lease of a commuter vanpool vehicle or ridesharing vehicle. Any vehicles owned or managed by Enterprise or its affiliates will be rented to vanpoolers.

8.0 Contract Clauses

8.1 Disputes

- a) If the County fails to pay any undisputed amount when due or breaches any other term or condition of this Contract, in addition to any other remedies ENTERPRISE may have under this Contract at law, ENTERPRISE may initiate collection proceedings, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law, the County shall pay ENTERPRISE's fees and expenses incurred in connection with the collection of any undisputed past due amounts, including reasonable attorney's fees and court costs.

8.2 Limitations on Liability and Indemnification

- a) Except for the Subsidy where vehicles are owned by ENTERPRISE or its affiliates, which shall be used of reduce the Vanpool Fare, Brevard County shall not be liable to ENTERPRISE for any amount owed to ENTERPRISE by participants in the Vanpool Program, including any excess mileage charges, towing charges, roadside assistance charges, mechanical repair costs, maintenance costs, physical damage repair costs, or for the loss or theft of any vehicles are owned by ENTERPRISE or its affiliates.
- b) Enterprise shall indemnify and hold harmless the County and its employees from and against all third-party claims, damages, losses, and expenses including attorney's fees to the extent caused by Enterprise's negligent acts, errors or omissions in the performance of its work under this Contract. In no event shall either party be liable under on in connection with this Contract under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise,

for any consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8.3 Availability of Funds

- a) The County agrees and covenants that to the extent permitted by law and regulation, it will use its best efforts to obtain the authorization and appropriation of funds necessary to meet its obligations and fund performance under this Contract, including, without limitation, the inclusion of such funds in its budgeting. The County further agrees to apply funds that are appropriated for this Vanpool Program to the payment of its obligations under this Contract.
- b) In the event sufficient funds are not appropriated for payments owed to ENTERPRISE under this Contract, the County shall notify ENTERPRISE of such non-appropriation no later than the earlier of the following: (i) than seven days after the County has knowledge that an appropriation may not be available or (ii) than forty-five days before the final month in which funding may become unavailable. County shall be responsible for payments due and owing up and until the date of termination of this Contract.

8.4 Termination

- a) Either Party may terminate this Contract, effective on written notice to the other Party, if the other Party breaches this Contract, and such breach is incapable of cure, or being capable of cure, remains uncured thirty days after the non-breaching Party provides the breaching Party with written notice of such breach.
- b) Either party may terminate this Contract, without cause, upon no less than 180 days prior written notice to County. County may terminate this Contract pursuant to Attachment C, Federal Requirements.
- c) Either Party may decline a Renewal Term by providing written notice of non-renewal to the other Party at least ninety days prior to the last day of the Term.
- d) The termination of this Contract shall not relieve either Party of its obligations that accrued prior to the effective date of termination. For example, in the event that the County terminates ENTERPRISE for default, ENTERPRISE will still be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract up and until the date of termination of this Contract.
- e) Rights and obligations of the Parties set forth in this Contract in the following clauses shall survive termination: 6.2, 6.3, 8.1 and 8.2.
- f) Upon termination of this agreement, ENTERPRISE will provide to the County necessary information to allow for a smooth program transition including vanpool contact information, County-owned vehicle data, and any NTD data collected prior to termination.

8.5 Governing Law and Venue

This Contract is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

8.6 Attachments

The following Attachments are incorporated by reference into this Contract. To the extent the terms of any attachments conflict or are inconsistent with the terms of this Contract, the terms of this Contract shall control.

Attachment A – Enterprise’s Scope of Services in Enterprise’s Response to Proposal

Attachment B – Commute with Enterprise Driver Agreement and Vanpool Coordinator and Optional Driver Agreement for Commuter Vanpools; and Commute with Enterprise Not-For-Hire Transportation Driver Agreement and Not-For-Hire Transportation Coordinator Agreement for Human Service Agency Vanpools.

Attachment C – Federal Requirements

Attachment D – Fee Schedule

8.7 Entire Agreement; Conflict of Terms

This Contract, together with the Attachment(s) referenced in **Section 8.6**, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency between the terms and provisions of this Contract and the terms and provisions of Attachment C, Federal Requirements, the terms and provisions of Attachment C, Federal Requirements, shall govern and control the rights and obligations of the parties.

8.8 Severability

If any term or other provision of this Contract is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Contract so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8.9 Counterparts

This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Contract. A signed copy of this Contract delivered by E-mail or other comparable means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

8.10 Relationship of Parties

Nothing contained in this Contract shall be construed as creating any County, partnership, joint venture or other form of joint consultant, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

8.11 No Third-Party Beneficiaries

This Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other party any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Contract.

8.12 Changes, Modifications, Amendments, and Waiver

No amendment to or modification of this Contract is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8.13 Assignment

Neither Party shall assign or otherwise transfer this Contract, whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. No delegation or other transfer will relieve the affected Party of any of its obligations or performance under this Contract. Any purported assignment, delegation or transfer in violation of this Section is void.

9.0 Data Ownership

Contact information, business contact information, mailing lists, or other media used in the direct provision of program information connected to the program through ENTERPRISE shall remain property of the ENTERPRISE.

Notwithstanding the above, all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products provided specifically for County under this Agreement (“Work Products”) are not intended nor shall they be construed to include ENTERPRISE’S pre-existing intellectual property secured, developed, written, or produced by ENTERPRISE prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; ENTERPRISE’S shall retain all right, title and interest in any such pre-existing intellectual property.

10.0 Data Security.

The Parties shall, at a minimum, implement and maintain reasonable administrative, physical and technical information security controls to prevent unauthorized access to, or loss, destruction, use, disclosure, acquisition or other compromise of any program data.

11.0 Representations and Certifications

ENTERPRISE represents that it is not listed on the governmentwide exclusions in the System for Award Management (“SAM”).

11.1 E-Verify.

- A. Enterprise shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by Enterprise during the term of the Contract; and
- B. Enterprise shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and
- C. Enterprise agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Enterprise’s enrollment in the program. This includes maintaining a copy of proof of Enterprise’s and subcontractors' enrollment in the E-Verify Program.
- D. Enterprise shall comply with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- E. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program,

the contractor hires or employs a person who is not eligible for employment.

- F. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

12.0 Florida Public Records Law.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify Enterprise of the request and Enterprise shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. Enterprise may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Enterprise fails to provide the requested public records to the County within a reasonable time, Enterprise may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Enterprise's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Enterprise claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within Enterprise's possession and control, Enterprise agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. Enterprise shall hire and compensate attorney(s) to represent Enterprise and County in defending such action. Enterprise shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF ENTERPRISE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO ENTERPRISE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 633-2046.

13.0 Unauthorized Alien Workers.

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Contract by the County.

14.0 Right to Audit.

The County and its auditors shall be entitled to audit the books and records of Enterprise to the extent such books and records are related to the performance on a time and materials basis under the associated purchase order and shall contact Enterprise, in writing, to request that Enterprise provide information necessary, within a commercially reasonable time, to verify the amounts invoiced by Enterprise for time and material purchases in the performance of a specified purchase order. If requested, Enterprise shall electronically transmit such information, redacted as necessary to protect confidential information, within a commercially reasonable amount of time. The County shall bear its own costs of such audit. Books and records necessary to provide such information shall be maintained by Enterprise for a period of three years from the date of final payment under the applicable purchase order, unless a shorter period is authorized in writing.

15.0

Other public agencies within the State of Florida may have the ability to enter into an agreement with ENTERPRISE for services under the terms and conditions of this Contract so long as the terms, conditions, and pricing of this Contract are not materially changed. Any such agreement with another public agency shall be between ENTERPRISE and the participating public agency and shall have no impact on ENTERPRISE and the County's obligations to one another under this Contract.

In WITNESS WHEREOF, the Parties have provided their respective signatures agreeing to that aforesaid terms and conditions, as of the Effective Date.

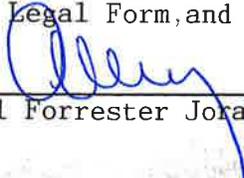
**ENTERPRISE LEASING COMPANY OF
ORLANDO**

By: 
Name: Brian Mogauero
Title: VP/GM
Date: _____

**BREVARD COUNTY
Board of County Commissioners**

By: 
Name: Kristine Isnardi
Title: Chair
Date: As approved by the Board 11/13/18

Reviewed for Legal Form, and Content

By: 
Abigail Forrester Jorandby - Assistant Co. Atty

Date: _____

ATTEST: 
SCOTT ELLIS, CLERK

Attachment A

Statement of Work

COMMUTE

with  enterprise

Request for Proposal No. P-6-19-10 Response

Vanpool Services Program for Brevard County Space Coast Area Transit

April 5, 2019

Enterprise Holdings
Commute
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-512-5583 Fax

Nathan Prior
Group Commute Manager
Space Coast Division
5442 Hoffner Ave.
Orlando, FL 32812
407-447-7999 Office
-1555 Fax
nathan.a.prior@ehi.com



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Statement of Non-Binding Nature

Statement of Non-Binding Nature, Bidder Party and Rental Providers

This document and subsequent communications are proposals only and should be considered non-binding until a final agreement may be reached. The terms of any final agreement will be subject to further negotiations between the parties and not completed until incorporated into a written agreement executed by both parties. Any verbal or written undertaking prior to a final executed agreement will have no legal effect and any reliance upon the same is disclaimed by recipient. The information and data provided in this bid are reflective of Enterprise Leasing Company of Orlando, LLC and its Affiliates ("Enterprise Holdings") to provide an overall picture of our organization as a whole, who we are, and how we operate, including, among other things, our financial strength, employment practices and policies, diversity and environmental stewardship, and sustainability initiatives. However, in the event we are the successful bidder, the agreement will be entered into by Enterprise Leasing Company of Orlando, LLC. Vehicle rentals under the agreement would be provided by affiliates of Enterprise Holdings (the "Enterprise Affiliates").

Statement of Offer

Unless otherwise stated herein, any final agreement between the parties may be subject to further negotiations and modification, and no agreement shall be considered final until incorporated into a written agreement executed by both parties.

Offer is firm and valid 60 days from April 5, 2019.

Trademark and Copyright Information

Enterprise Rent-A-Car, National Car Rental, Alamo Rent A Car, Emerald Club, Enterprise Truck Rental, Commute with Enterprise, Enterprise CarShare, Zimride, and all associated features, processes, logos, phone numbers, websites, and promotional programs and/or phrases in any language or format are registered trademarks of their respective companies and Enterprise Holdings, which hold copyrights where applicable.

These registered trademarks and copyrights, whether marked or unmarked, may not be infringed upon or reproduced without the express written consent of Enterprise Holdings and its subsidiaries.

For more information, please visit our website, enterpriseholdings.com.

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a. Cover Letter

On behalf of Enterprise Leasing Company of Orlando, LLC, dba Commute with Enterprise and Enterprise Rent-A-Car, I would like to thank you for the opportunity to present our proposal to continue to provide the Brevard County Board of County Commissioners (the County) with vanpool services.

Commute with Enterprise is the best continued solution for the County, as we provide quality, turn-key services in which customer service and satisfaction is our driving force. We consistently bring the following expertise to continue our support with the growth of your vanpool program, including:

- Fleet Maintenance and Management
- Invoicing and Fare Collection
- Marketing and Outreach
- Insurance and Driver Underwriting
- Transit Funding Expertise
- Best-in-Class Customer Service

Given the multiple options provided for responding to this RFP, we opted for a hybrid approach that leverages our fleet efficiencies where possible while recognizing where the current approach is best suited to the program needs. More specifically, our proposal is geared towards providing Enterprise-owned vehicles for standard vehicles needs and continuing to leverage County-owned vehicles where specialty vehicles (lift equipped or turtle top) are required. The impact of this approach is:

- Lower costs for participants
- Lower mileage vehicles
- More predictable program expenses
- Greater fleet options and flexibility
- Simplified fleet planning and capital budgets
- No expenses without funding generation

As an authorized officer, I, Brian Mogauero, General Manager and Vice President, attest that all information in this proposal is true and correct at time of submittal.

Commute with Enterprise agrees to be bound by the proposal as presented in this RFP until award of the contract and negotiations between the County and Enterprise can be held. The proposal presented to the County by Commute with Enterprise shall remain valid for ninety-days from the proposal opening date of April 5, 2019

For information regarding the team that will continue to work closely with the County, please refer to the section regarding: Qualifications of Professional Personnel that include local staff like; Nathan Prior as well as our corporate support staff and leadership. Nathan will be the primary point of contact regarding Commute with Enterprise and our response to this RFP. His office is at 5442 Hoffner Ave., Orlando, FL 32812 he can be reached by telephone 407-447-7999, fax 407-447-1555, or email nathan.a.prior@ehi.com

Enterprise Leasing Company of Orlando, LLC, dba Commute with Enterprise, is not a DBE, WBE or MBE nor is our parent company; however, we do everything within our power to work with these designated companies under our vanpool contracts. We currently engage in thousands of dollars of work annually with DBEs in the state of Florida and will include our vanpool program in the utilization of these vendors. Since there is not an established goal for this contract we will provide a good faith effort and report any utilization of DBE's to the County on a consistent basis agreeable by both parties.

Please contact us if you have any questions. We look forward to forming a mutually beneficial partnership with the Brevard County Space Coast Area Transit.

Sincerely,

Brian Mogauero

Vice President and General Manager

Ph: 407-477-7999

brian.mogauero@ehi.com

Nathan Prior

Director of Commute with Enterprise – Central Florida

Ph: 407-477-7999

nathan.a.prior@ehi.com

b. Project Staff

Our local Commute team is made up of seasoned veterans in the transportation management industry, new comers eager to learn, and established management personnel overseeing the program. The personnel listed below are directly involved with the vanpool program at varying levels. Those who are not listed but indirectly support the vanpool program are our long list of drivers – both full and part-time - along with staff for back end information technology, billing, marketing, maintenance, vehicle acquisition team and others that enable the vanpool program to run seamlessly.

Our corporate team is also composed of staff with varying experience levels within transportation and ridesharing and all are experts in their positions. The corporate team will continue to provide general oversight and ensure consistency with programs nationwide to create efficiencies and ensure success for every program, as well as consultative support of the local staff to ensure success of Brevard County Space Coast Area Transit's program.

Project Team

Local Team

Nathan Prior, Director of Commute with Enterprise – Central Florida

Nathan Prior is the Director of Commute with Enterprise and is responsible for all Commute operations in the Central Florida Area. He oversees programs with three separate transit agencies and directly manages all Commute personnel dedicated to these programs.

Nathan started his career at Enterprise in 1996 in Orlando, Florida. He has held several management positions including Branch Manager at numerous locations in the Central Florida Area including Titusville, Daytona Beach, Winter Park, Union Park and the Orlando Airport. In 2005, Nathan became Director of Business Rental Sales with responsibilities of overseeing the team responsible for the business development of our various business lines including corporate travel, leisure referral business, commercial truck rental, and vanpooling.

Sarah Saylor, Account Executive, Commute with Enterprise – Central Florida

Sarah is an Account Executive for Commute with Enterprise and is responsible for Accounts in the Central Florida area. She began her career in Allentown Pennsylvania as Branch Manager before progressing to Enterprise Holdings Business Sales Executive. In September of 2015 she moved to Orlando and began working with Commute with Enterprise as an Account Executive.

Eric Ting, Assistant Branch Manager, Commute with Enterprise – Central Florida

Eric began working in the vanpool program three years ago, beginning with vRide. As a part of the transition over to Commute with Enterprise, Eric took on the Customer Service Representative position with Central Florida Transit Authority in Orlando, Florida. From there he worked his way to an Assistant Commute Branch Manager for the Commute office in Brevard County.

Overseeing the local day to day operations of the vanpool program is the role Eric serves as the Assistant Commute Branch Manager. He is the primary contact for all the vanpool coordinators and their participants to assist them with any issues they may have in regard to their vehicle or account. Eric also handles the maintenance and reporting for the vanpool program, making sure that the vehicles are always properly functioning and safe for the road.

References for Eric Ting

Candy Barsotti
Transportation Director
Brevard Alzheimer's Foundation
321-253-4430

Aileen Fargas
Human Resources Consultant
Advent Health
407-609-7026

Alberto Ibarra
Associate General Manager
Gap Outlet
815-980-0065



Corporate Team

Melissa Banigan, Corporate Rental Manager — Sales, Commute with Enterprise Division

As Corporate Rental Manager, Melissa supports the Commute with Enterprise division in developing strategy, sales, and additional enhancements for our programs. She works with teams across North America to share ideas and best practices on implementing successful programs and processes to grow Commute with Enterprise.

Melissa began her Enterprise career as a Management Trainee in 1994 in Portland, Oregon. In this role, she learned how to build and manage a business — through superior customer service, marketing strategies, and careful attention to managing the business as a whole. She was promoted into branch management and business rental sales before becoming the Director of Business Rental Sales in 2000. In this role, Melissa developed and managed corporate account business throughout the state of Oregon. Three years later in 2003, she ran the business rental program in the Dallas, Texas area and again from 2007 to 2013 as the director in Wisconsin.

In June of 2013, Melissa moved to the company's corporate headquarters in St. Louis as Corporate Rental Manager for the Enterprise CarShare Division, overseeing the North American operations. During this time, she has helped build on the university and business to business space for Enterprise CarShare across North America.

In July 2016, Melissa was promoted to Corporate Rental Manager of Commute with Enterprise, where she has been performing similar functions as she did in her role as Corporate Rental Manager of Enterprise CarShare.

Dion Beuckman, Corporate Rental Manager, Commute with Enterprise

As Corporate Rental Manager, Dion oversees Commute with Enterprise operations in the West Coast and the Southeast. He works closely with the operating groups and the Corporate team to provide direct support and guidance to local teams.

Dion began his career in Southern California in 2004. Over the years he has held various management positions across operations, business development, business management, and technology, including overseeing Commute's centralized NTD reporting function. He moved to St Louis in 2011 to lead the team developing the next generation of systems for Commute with Enterprise. Before moving to St Louis, he had business management responsibility for our largest Commute market in Southern California.

In addition to his primary role supporting our operations, Dion remains engaged in the industry and sits on the Association for Commuter Transportation's Public Policy Committee.

Erin Mills, Shared Services Manager, Commute with Enterprise

Erin began her career as a Customer Service Representative with Enterprise Fleet Management in Atlanta, Georgia. She joined the Fleet Management Corporate Operations team in 2008 where she was a National Service Department Supervisor. Erin and her team's role for this project will be to support the local team as well as assist any vanpool or participant that needs assistance.

Cheryl O'Connor, Government Account Executive, Commute with Enterprise

Cheryl O'Connor has been in the Transportation Demand Management (TDM) industry for more than ten years and specifically in the vanpool segment for six years. Cheryl transitioned to Commute from the vRide Government and Contracting Team. She brings Commute with Enterprise a wealth of knowledge about not only ride sharing, but also creating a complete transportation toolbox through a mix of transportation modes.

As part of the Government and Contracting team, Cheryl is actively researching and staying up to date on the latest FTA circulars and regulations as they relate to our contracts, as well as the vanpool and TDM industry as a whole.

All of Cheryl's time is dedicated to contracting for vanpools. She served on the National Board of Directors for the Association for Commuter Transportation (ACT) for six years and is a fellow of ACT Leadership Academy, class of 2009. She is involved at the local chapter level of ACT coordinating local events for the industry, as well as other local transportation advocacy groups in her home city of Austin, Texas.

Cheryl holds a bachelor's degree in Business Administration from Stetson University and is currently enrolled in the Master of Business Administration program at St. Edward's University.

Mike Mangan, Vice President, Commute with Enterprise

Mike began his career with Enterprise in 1996 as an Accounting Supervisor in South Florida. In 1997, he was promoted to Regional Business Manager and in 2000 he became the Business Manager/Controller of Southwest Florida. During his tenure in this position, Mike's hard work and dedication were recognized with two Chairman Awards as well as a Business Management Exceptional Achievement Award.

Due to Mike's achievements in Florida, he was promoted to Corporate Business Manager for the North Central team in 2004. From 2004 to 2017, Mike served as Vice President and Business Manager for the West Coast team, where he has played an integral role with Commute for the past eight years. In December 2017, Mike was again promoted to Vice President of Commute.

Currently, Mike provides corporate oversight for Commute operations throughout the United States. Mike will oversee the corporate and exceeds the expectations of the program and this contract.



c. List of Past Projects of Similar Scope

Every one of our more than 75 public transit contracts all started with just one van, regardless if it started as an “in-house” program or by us as the contractor. When Enterprise assumes existing programs, they are able to run more efficiently and grow more by leveraging our infrastructure, scale, and relationships. Below you will find case studies describing similar sized program to Space Coast Area Transit that have decided to move away from vehicle ownership and partner with Enterprise on a turn-key vanpool program.

Capital Metro – Austin, TX (CapMetro)

Capital Metro established a vanpool program in 1985, whereby vRide (then VPSI, now Enterprise) managed 130 vanpools. In 1998, Capital Metro decided to bring the program in-house, and then twelve years later realized the cost-benefits of contracting vanpool services through a cost analysis study performed by the Texas Transportation Institute (TTI). After a formal procurement, Capital Metro once again chose vRide to manage their program. Upon award in October 2013, vRide hit the ground running, detailing an extensive and thorough transition timeline addressing everything from a complete fleet replacement, customer needs (vehicle size change, luxury options, delivery, payment and safety orientation), to ensuring participants registered in the vRide online database (www.vride.com) and understood our internal processes, as well as deployed the industry’s first NTD reporting mobile app and much more. The program has transferred to Commute with Enterprise, both entities are excited for the possibilities in leveraging Enterprise business contacts to continue vRide’s success and grow the program to new unforeseen participation levels. The program transition included 99 vans and four years later we have more than 260 vehicles in the CapMetro program.

Ann Arbor Area Transportation Authority – Ann Arbor, MI (AAATA)

AAATA’s VanRide program is a key option for commuters who live beyond AAATA’s service area, allowing people to reduce use of single-occupancy vehicles. A vanpool in AAATA’s program consists of five to seven people who share a vehicle that comes into (or remains within) Washtenaw County. AAATA has approximately 108 vanpools in operation. AAATA previously owned all the vehicles and contracted out the management of the program, similar to the County. In the 2017 procurement cycle, AAATA completed a financial analysis and determined it was more cost effective to contract out the entire program to Commute with Enterprise. Each qualified vanpool receives \$565 per van per month in subsidy. This will decrease to \$506 each by year three of the contract.

Municipality of Anchorage – Anchorage, AK
(MOA)

When the Municipality’s vanpool program went out to bid in late 2015, the program was very similar to Space Coast Area Transit in that the program had 60 vanpools and was managed by a contractor utilizing a vanpool fleet owned by the Municipality. Commute with Enterprise proposed an alternative approach similar to what we have proposed for the County in this RFP, freeing the Municipality from the burden of fleet planning and capital budgeting, lowering the cost for most vanpools, providing newer, more flexible vehicle options, and creating a scenario in which the Municipality didn’t pay a dime unless service had already been provided that generated funding in excess of the program expense. MOA ultimately chose a graduated fleet replacement plan, like one of the options described in this proposal, and they began the partnership with Enterprise in June 2016. Less than three years later, the program has grown 29 percent and currently has less than five percent MOA owned vehicles in the fleet.

Scope of Services

1. General

Brief History and Areas of Specialization



Commute with Enterprise provides world-class customer service and a premier vanpooling choice for commuters across the country. Enterprise gives vanpoolers an easy and convenient method to get to work, backed by an expansive fleet, extensive location network, and 24/7 customer service —

producing the most hassle-free

A Turnkey Solution for Any Program

Enterprise's teams are experts at managing vanpool programs of any size — and with more than 1.2 million vehicles in North America, vanpool groups can choose from passenger vans, crossovers, minivans, or SUVs and arrive to work in style.

Our local account management team and locally established operations give the program a complete, turnkey solution for exactly what commuters need. Commute provides:

- Vehicle choice
- Driver approvals
- Program marketing
- Comprehensive maintenance
- Insurance coverage
- Dedicated local teams
- Ride matching technology
- Invoicing and fare collection
- National Transit Database (NTD) reporting

Customer Service

Our award-winning customer service is available to every vanpool, no matter where their daily commute may be. With our extensive network of locations, we have more employees available to assist riders at more times and in more places than any other vanpool provider.

Enterprise has locations within 15 miles of 90 percent of the U.S. population, — an unprecedented level of support for a vanpool program. Each location delivers consistent, quality customer service with quick reaction times — which is responsible for accolades from transit agencies, companies, and vanpoolers alike.

The local account management team also markets and supports each vanpool program with a strong presence in Florida and surrounding areas. How we operate is what separates us from other providers. Backed by our dedicated corporate team, Commute's multiple layers of service foster the growth and well-being of our programs.

Financial Stability

Commute's parent company, Enterprise Holdings, is ranked No. 13 on the Forbes America's Largest Private Companies list and is the only investment-grade vehicle transportation company. It's conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.

Experience in Multiple Markets

Commute with Enterprise currently operates in more than 70 markets with more than 12,000 vehicles on the road. Our dedication to service has caused Commute with Enterprise to become one of the fastest-growing providers in the nation.

While we operate nationwide, some of our primary markets include Los Angeles, San Diego, San Francisco, San Antonio, Houston, Dallas, Denver, Atlanta, Washington D.C., Minneapolis and Honolulu. With our comprehensive program, impeccable customer service, extensive nation-wide experience, and strong financial base, you can be sure that Commute with Enterprise will be able to fully support your vanpooling ok forward to the opportunity to continue a partnership with the County and maintain a robust vanpool program for your commuters.



1.1 Insurance

Enterprise will maintain adequate coverage limits for the County's program. We build the cost of insurance into the rate structure, creating a simplified program for the County and its vanpoolers.

Drivers are not required to have personal insurance. Enterprise will maintain the following insurance limits for the County. Please note that these coverages do not apply to the vanpool drivers or Brevard County employees unless they are participants in the vanpool program.

Enterprise self-insures the risk for Collision and Comprehensive coverage for the actual cash value of the equipment, so these coverages will not be evidenced on the Certificate of Insurance (COI).

Type of Coverage	Limits of Coverage
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability (owned and non-owner), Bodily Injury, and Property Damage	\$1,000,000 each occurrence
Commercial General Liability, including broad form contractual Liability products / completed Operations, Bodily injury and Property Damage	\$2,000,000 aggregate \$1,000,000 each occurrence

Commute with Enterprise shall maintain the following insurance for the vanpool drivers:

Type of Coverage	Limits of Coverage
Commercial Automobile Liability Insurance	\$1,000,000 Combined single limit Required State Minimum Uninsured Motorist Coverage Required State Minimum Underinsured Motorist

Commute with Enterprise will not provide Excess Liability Coverage under this contract as all of the stated limits above will be met in their entirety under each policy.

Before the vanpool can be insured, all drivers are required to complete our Commute Driver Application and Agreement. Once the drivers are approved, these limits are provided to the vanpool groups.

Primary Use of Vehicles

If a vanpool vehicle is used or operated for any purpose other than:

- Commute to or from the vanpool driver's regular workplace location, which shall include picking up and dropping off of other passengers;
- In the case of a Human Services Agency, transporting clients
- Movement of vehicle to a maintenance or repair facility
- Movement of vehicle to a CONTRACTOR location for replacement or return, or
- Movement to a refueling or car wash facility in the normal course of a commute

Contractor will, at its own expense, obtain and maintain insurance coverage for third party bodily injury and property damage in the amount of \$250,000 combined single limit per claim and required state minimum uninsured motorist coverage and required state minimum underinsured motorist coverage.

Enterprise Leasing Company of Orlando, LLC, dba Commute with Enterprise and Enterprise Rent-A-Car will name Brevard County as an additional insured as their interest may appear for liabilities arising out of the conduct of Commute with Enterprise, excluding Worker's Compensation. The County nor the Space Coast Area Human Service Agency will be named as the policy or certificate holder. Evidence of coverage will be provided in each vehicle in the form of an insurance card. The specified coverage will be in effect for the life of the contract.

A 30-day notice will be given regarding any insurance changes affecting the County's Program.

No Deductible Insurance Coverage

Enterprise will not charge a Commuter Vanpool driver or authorized back-up driver any deductible fee for collision claims. Human Services Agencies would have a retained responsibility of \$500 per at-fault incident.

1.2 Preventative and Corrective Maintenance

Maintenance

Commute Operating Systems (COS) Maintenance Procedures

Regular maintenance of our vehicles plays an important role in the safety and comfort of the County's vanpoolers. Our maintenance program provides your commuters with a convenient system for consistent vehicle upkeep.

Commute with Enterprise is run on a proprietary operating system (COS) that was purpose built for the unique aspects of managing vanpools. All aspects of our vanpools including riders, driver approvals, vehicle maintenance, billing, and more are integrated into a single system.

Included in that database is extensive documentation of maintenance files and records. When vehicles reach a certain age or mileage, our system automatically flags them for maintenance. The intervals between maintenance procedures are dictated by each vehicle manufacturer.

Vanpools are provided with Commute with Enterprise maintenance cards. The coordinator simply presents the card when taking the vehicle to an authorized shop. The maintenance facility is required to call Enterprise to provide maintenance details and current mileage. All repairs and maintenance to the vehicles are approved by Automotive Service Excellence (ASE) certified technicians at Enterprise's National Service Department. These technicians have access to full vehicle maintenance histories and manufacturer recommended services. This ensures that the right maintenance is performed at the right time, keeping your vanpools on the road longer.

Past-due service reminders are sent to vanpool coordinators from data collected by our National Service Department. Additionally, direct telephone contact is made to verify that a Commute vehicle has been taken for preventive maintenance. Commute with Enterprise's maintenance system is seamless and requires no involvement from the County.

Our maintenance procedures are designed to ensure the vehicles being driven by your vanpoolers are always operating safely and in accordance with all laws, standards, and regulations. The maintenance provided covers all aspects of vanpool vehicle upkeep:

- Preventive Maintenance: Our COS monitors vehicle mileage and alerts the vanpool coordinator by email of any required routine maintenance two weeks before the due date. Automatic reminders are sent one week prior and Vanpool Coordinators are called directly on the due date if maintenance has not been completed.
- Warranty or Recall Maintenance: Our operating systems are linked to manufacturer data feeds to ensure we are alerted to any manufacturer mandated recalls or maintenance. In addition, our fleet size and local infrastructure allow us to respond to recalls faster than any other vanpool provider.
- Unscheduled Repairs: Unscheduled repairs can be performed at any authorized, local maintenance facility at no extra cost to the vanpool participants.

Our maintenance practices create a seamless system that reduces vanpooler responsibility, while increasing efficiency and our ability to meet maintenance deadlines. The result is safer, better-maintained vehicles, as well as increased convenience and comfort for your vanpoolers.

Emergency Roadside Assistance

Commute has an enormous advantage over our competitors with the Roadside Assistance program. In the event of a vehicle breakdown, time is of the essence. We have discovered that the two biggest factors in roadside assistance response time are:

- The distance between the replacement transportation and the vanpool vehicle
- How the replacement vehicle is transported (driven or towed)

In the event of a breakdown or accident, Commute with Enterprise provides quick delivery and service through our roadside assistance partner, URGENT.LY. Urgent.ly is the leader in digital roadside assistance and their customer service-based solution delivers the quickest, safest and most innovative roadside assistance available. Urgent.ly combines

service, technology, real-time data, A.I. and machine-to-machine communication to assist its users to connect to the nearest available help. Urgent.ly also provides live tracking on your smartphone and is the most reliable help when you need help getting back on the road.

Roadside Assistance is available 24 hours a day, seven days a week — through URGENT.LY. Vanpool groups are responsible for the cost of any negligence-related acts, such as running out of gas or locking keys inside the vehicles.

Loaner Vehicles

In the event of a breakdown or accident, Commute provides quick delivery and service directly from our local team. Because we can quickly reach most groups, a vanpool will never be left stranded for hours waiting for a loaner to arrive.

We can dispatch emergency transportation 24 hours a day, seven days a week. We do not tow replacement vehicles; substitute vehicles are driven to the site of the disabled vanpool.

1.3 Vehicle Specification and Servicing

For County-owned vehicles, Enterprise will provide recommended vehicle replacement schedules and specifications based on County requirements to be used at the discretion of the County.

For Enterprise-owned vehicles, Enterprise will manage all aspects of fleet planning, vehicle specifications, and procurement. Enterprise operates the largest fleet in North America with more than 1.2 million vehicles. Our large, shared fleet means that we can have loaner or replacement vehicles to our customers quicker than ever, getting them on the road sooner. Because we are the largest private purchaser of vehicles in the country, we add new, exciting vehicles to our Commute with Enterprise offering for the comfort and pleasure of the riders.

Enterprise is well versed in assisting agencies with selecting the most efficient, reliable and appealing vehicles for your customers. All vehicles selected are inspected, licensed, and registered in accordance with all federal, state, and local laws including Buy America if applicable.

Enterprise purchases new, zero-mileage vehicles straight from the manufacturers to keep our customers in the newest vehicle options. We will provide a variety of factory equipped and after-market conversion vans appropriate for vanpools.

Non-converted vehicles are refreshed at or before 40,000 miles, with converted vans with aftermarket seating being replaced between 60,000 and 100,000 miles. The shorter lifecycle results in lower maintenance costs and safer vehicles for our customers.



Fleet Transition Options

The Enterprise team has extensive experience in transitioning fleets from agency-owned vehicles to our owned fleet. In these situations, there are typically a few options that are available in terms of switching the vehicles (in no particular order):

- Graduated Fleet Replacement – As the County vehicles reach their minimum useful life, groups will be transitioned into Enterprise-owned vehicles. Any vehicles already meeting useful life requirements would be replaced as soon as practical after contract execution. There are multiple ways to manage the billing for County vs Enterprise owned vehicles, and we would collaborate with the County to which options best aligns with your goals.
- Complete Fleet Replacement – Enterprise can provide an entirely new fleet of vehicles with the start of the contract, or as soon as practical. In this scenario, the County would dispose of or re-purpose all existing vehicles. It may be possible to get an exception to allow proceeds from disposal of the vehicles to be re-invested in the program in the form of a capital subsidy via capital cost of contracting. This could provide an additional financial cushion as the program transitions.
- Fleet Buyout – This scenario is essentially the same as Complete Fleet Replacement, except that Enterprise would purchase the entire fleet to be converted from the County. Eligibility will depend on disposal restrictions based on the source of funds used to purchase the vehicles. If possible, it simplifies the transition for the County and reduces disruption to the program participants.
- Fleet Sales by Enterprise – In any of these scenarios, there is the option to have Enterprise remarketing assist in the disposal of the vehicles for a nominal fee.

There are advantages and disadvantages to all the scenarios. We are here to be your partner in this program and work together to determine which path best aligns with the goals of the program.

Once the transition process is chosen, all new groups moving forward will be placed into a vehicle of their choosing that is approved by the County regardless of ownership.

Vehicle Selection

Our large fleet allows us to provide loaner or replacement vehicles to our customers quickly, getting them back on the road sooner and reducing the level of inconvenience to the vanpool group. We are continuously adding new, exciting vehicles to our Commute fleet; currently we can offer the following options*:

SUVs	Minivans	Large Vans
Nissan Pathfinder	Toyota Sienna	Ford Transit
Dodge Durango	Dodge Caravan	Chevy Express
Ford Explorer		
VW Atlas		

*These are examples of what we can provide, this is not intended to be a complete list. please see pricing area for options initially proposed in this procurement.

Commute with Enterprise will guarantee contract compliance with regard to vehicle color and graphics used on the County's vehicles.

Vanpool groups may choose from a number of vehicles, all of which will be compliant with the County's program requirements, including Buy America.

Federal Motor Vehicle Safety Standards (FMVSS) are updated annually; the size and flexibility of our fleet frees us to respond to any potential safety issues such as recalls faster than any other provider to maintain high safety standards.



Customization

Vanpoolers prefer to be as comfortable as they are in their personal vehicles. With that in mind, Enterprise gives our customers the option to customize their vehicles with industry-exclusive offerings.

- **Power Ports for Individual Seats:** Powers laptop computers, mobile devices, DVD players, and more to do work on the go.
- **Satellite Radio Service:** Plays a wide range of music and other radio stations with limited commercial interruption to accommodate every taste.
- **In-Vehicle Wi-Fi Service:** Allows vanpoolers to use Internet applications during the entire commute to watch videos or work in the cloud.

When vehicles require conversion, the approved commuter conversion package is assembled and installed with OEM parts and by professional technicians. Once installation is complete the converter/modifier's label will be affixed as required by law and accompanied by documentation.

Additional customization pricing varies by car class and is the responsibility of the vanpool group.



1.4 Replacement Vehicles

Enterprise will ensure that replacement vehicles are provided as timely as possible within the constraints of the available County fleet.

For Enterprise-owned vehicles, we quickly respond to emergency replacement needs through our ability to dispatch vehicles from one of our eight locations in the County's service area. Because we can quickly reach most groups, a vanpool will never be left stranded for hours waiting for a loaner to arrive.

In the event that a vanpool is left without a vehicle for one or more days, the monthly rent will be pro-rated accordingly.

- Vehicle Repair Vehicle

Repair Network

Enterprise has an established network of hundreds of servicing and repair shops across the state. These facilities include dealerships, Firestone, Goodyear, Sears Auto Centers, NAPA Auto Parts and a large number of independent shops. No other vanpool vendor has as many shops at their disposal. This network allows for local servicing. Vanpools will never have to travel more than a few miles for scheduled service and repairs and drivers will be trained on the maintenance procedures for the vehicle during their orientation.

A list and map of these facilities may be found in Appendix A.

Commute's maintenance system is seamless and requires no involvement from the County. Because everything is billed directly to Enterprise, there is no need for additional reimbursement steps.

- Vehicle Location

Commute with Enterprise will provide storage for up to a five percent spare vehicle ratio. The vehicles will be stored at the Commute with Enterprise branch located at the Enterprise branch within the Space Coast Area Transit office at 460 S Harbor City Blvd, Melbourne, FL 32901.

- Technical Assistance

The Enterprise team will provide guidance as requested regarding the appropriate vehicle configurations for the program, but the Enterprise team cannot be responsible for the County's vehicle procurement process.

For Enterprise-owned vehicles, the Enterprise team will handle all aspects of fleet planning and vehicle acquisition, including compliance with relevant requirements such as Buy America.

- Pre-delivery Inspection of Vans

The Commute with Enterprise team will inspect and prepare County-owned vehicles for delivery to customers including confirmation that vehicles meet the County's specifications.

County-owned vehicles will be returned to the County at the specified location in sound mechanical condition unless substantial repairs are warranted given the age and value of the vehicle. Acceptable wear and tear will be commensurate of the age of the vehicle. *The Transit Director will make the determination on condition or repairs required.*

- Driver Selection

We understand the value of drivers who are safe, reliable, and pleasant — this makes for a happier and more relaxed trip for the entire vanpool. That is why Enterprise takes our driver selection process very seriously. All drivers will continue to be required to complete and submit an application and be approved in writing prior to operating the vehicle. Once the signed agreement is received, our systems automatically run a full motor vehicle report (MVR) and checks it against the underwriting criteria listed below. Only drivers that have been approved in writing are authorized to drive the vanpool vehicles.

We do not perform credit checks on our drivers or riders, so more people can participate. Because Enterprise takes on all collections risk, the County benefits from the increased ridership.

To meet our underwriting requirements, vanpool drivers must:

- Possess a valid U.S. driver's license for at least five years.
- Be 25 years of age or older.
- Have no more than two moving violations and/or at-fault accidents in the previous three years and no more than four moving violations and/or at-fault accidents in the previous five years.
- Have no major automobile-related convictions in the past five years (e.g., driving under the influence of alcohol or drugs, failure to stop and report an accident, driving while license is suspended or revoked, reckless driving, etc.).
- Meet and comply with any laws and criteria required by the state where the vanpool is operated (e.g., medical requirements, drug screen, etc.).

MVR's are automatically re-run annually and upon expiration of the driver's license. Commuter

Vanpool Driver Approval Process

Once a driver completes the online application and agreement, they can receive an email response in as little as two minutes if approved.

Back-Up Commuter Vanpool Drivers

To share the responsibility of driving and to ensure that a vanpool is never left without an authorized driver, we encourage at least a few riders in each vanpool to become drivers. There is no additional cost to add drivers to a vanpool.



Human Services Agency Drivers

In order to ensure compliance, Human Services Agency drivers go through a separate driver approval process that includes a pre-approval drug screen and inclusion in a random drug and alcohol testing pool that complies with DOT requirements.

- Driver Benefits

Commuter vanpools are allowed 200 personal miles per month to use the vans how they please, as long as they are not transporting groups of children or profiting from the use of the van. In some instances, the 200 personal miles per month may be limited for lower-mileage vanpools (less than 1,000 commute miles per month) to ensure they remain compliant with federal guidelines.

- Monthly Lease Costs

We agree that Enterprise is solely responsible for the collection of amounts due from program participants.

We accept payments via credit card, debit card or check. Payments can be managed on our website or mobile app, and there are tools provided to help Vanpool Coordinators split the bill amongst their vanpool group. Employers can administer an automatic payroll deduction from each of the riders' paychecks as a means of fare collection or can enter into an agreement with Enterprise to pay us directly for the total cost. We work with the contract sponsor, employers and participants to deploy the best option for them

*Please note that Commute with Enterprise provides monthly vanpool rentals, not leases.

- Termination by Participants

Our Vanpool Coordinator agreements require 30-days written notice to terminate a vanpool. There is no penalty for doing so, and we reserve the right to waive the 30-day requirement in extenuating circumstances (layoff, deployment, etc.).

- Reimbursement for Services

Under the existing program structure, vanpool participants are responsible for all costs associated with the provision of services aside from the capital cost of the vehicles provided by the County.

For the portion of Enterprise-owned vehicles provided in this proposal, there would be an amount billed to the County monthly for qualifying vanpools in service in lieu of a capital investment in vehicles.

- Federal Transit Administration Drug and Alcohol Training

Vanpool drivers are not subject to traditional drug and alcohol testing policies, in contrast to other forms of public transit, such as paratransit services. However, our drug and alcohol policies may be found in our Driver Agreement. Commute with Enterprise screens for driving under the influence (DUI) violations when running MVRs on application approval, annual renewal, and on expiration.

Drug and Alcohol Testing Human Service Agency Drivers

Commute with Enterprise will provide a drug and alcohol testing program, in accordance with USDOT- issued Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 CFR Parts 40 and 655 (as amended), for Human Service Agency drivers who operate Brevard County-owned vehicles in the county's vanpool program. This includes training the Designated Employee Representatives (DERs) at each agency on the program requirements and reasonable suspicion.

1.15 Program Marketing

Management Services

Commute with Enterprise will provide administrative support for the County's program through a variety of means. First, Enterprise's local teams in Florida will manage the County's account and encourage program growth from within the community. We will consistently meet with the County staff to evaluate and change program activities to maintain program growth. These activities will include at the least, quarterly schedule and budget updates as well as analysis of marketing and outreach activities that may or not be working for the program. The sales and marketing activities, further detailed under the marketing section, include:

- Working with individual groups
- Marketing to work sites
- Demonstrating vehicles
- Collecting start-up paperwork
- Attending Commute events
- Assisting points of contact

Commute's dedicated Corporate team, whose sole focus is vanpooling, supports the local team. This team provides additional support and advisement, such as:

- Marketing materials
- Vanpooling program strategy
- Fund allocation
- FTA compliance
- Management reports
- Customer and account support

Members of our Corporate team will also travel to the region when necessary, furthering our commitment to comprehensive customer service.

The local Enterprise Rent-A-Car branches will be able to provide additional support through vehicle provision or switches, guaranteed ride home activities or everyday operational questions.

Finally, our website gives current and potential vanpoolers the ability to contact us regarding administrative matters. They may also call our dedicated line at 1-800-VAN-4-WORK.

Incentives for New and Existing Groups

From time to time, we offer a variety of incentives to new and existing vanpool groups. These range from start-up incentives such as first-month discounts, free upgrades, or assistance for existing vanpools with temporarily low ridership. At times, we will also offer incentives for existing vanpool groups for referring new riders or vanpools to the program.

While we reserve the right to offer these programs at our discretion, we are open to working with the County to incorporate some of these incentives into a comprehensive growth and sustainability strategy for the vanpool program.

Creating and Distributing Sales Collateral

Our in-house marketing team and creative agency can develop high-quality sales collateral based on the needs of organizations and commuters. These materials include mass media, marketing flyers, web marketing (including social media), vehicle branding (decals), and more.

Advertising in Multiple Local Rental Branches

We currently have eight Enterprise branches in the County's program service area. With our rental volume, thousands of customers per month will have the opportunity to see advertisements for vanpooling and the County's program. This represents an unprecedented amount of exposure for a vanpool program.

Using Our Website as a Marketing Platform

Our state-of-the-art website is clean, attractive, and easy to interact with — providing information about and a positive impression of the County's program and vanpooling in general. We can develop a landing page with program information and links to the County's website.

Leveraging Our Current Workforce

Enterprise has many employees in the County's region, most of who were born and raised in the area. Because these employees are familiar with and dedicated to the local area, it will be easy for them to develop a relationship with your vanpoolers.

Decals and Branding

Branding is a key component for any commute provider and its commute contractor. Logos need to be prominent enough for identification, while remaining discrete as vanpool groups can be apprehensive about large decals on the vehicles.

Commute with Enterprise will support the advertisement and promotion of the County's vanpool program by displaying the appropriate logos, advertisements or marketing materials as dictated by the County. However, we request the opportunity to create co-branding options with the County.

There is no additional cost for standard decals as the costs associated with their production and application are built into our rate structure. We are happy to work with the County to determine any possible new designs and follow the existing cost allocation process moving forward if a new design is created.

- Guarantee Ride Home Program

Enterprise will work closely with the reThink Your Commute - FDOT's Commuter Assistance Program; Space Coast Area Transit; Brevard County; FLORIDA TODAY; and Clear Channel Outdoor - team to ensure that all commuter vanpools are informed on how to take advantage of the Guaranteed Ride Home Program.

- Vanpool On-Site Inspections

We will work with the County to develop a mutually agreeable method for performing the annual inspections. To the extent that Enterprise-owned vehicles are utilized, we look forward to discussing whether these inspections would still be required.

- Emergency Services

Commute with Enterprise will work with the Brevard County Office of Emergency Management and the Transit Director to provide transportation services when necessary before and after man-made or natural disasters and recovery operations. Commute with Enterprise will cooperate with the above entities during times of emergency only to the extent that our relationship relates to the vanpool program.



- Records

As needed, upon reasonable request, the Commute team will provide data, records, or other information relevant to the program for the purpose of auditing compliance with program requirements.

Collecting and Reporting Auditable Data

We are excited to announce that Enterprise has developed a mobile app for our Commute customers that launched in November of 2018. The app allows vanpools to input rider log data directly from their smartphones; saving time and effort. By using the app or our website, vanpoolers will be able to eliminate the need for paper log sheets and time-consuming data submission.

In addition, Enterprise has multiple methods for collecting mileage from our vanpools. Our systems estimate the current mileage of each vanpool daily. All vanpool drivers have access to this information on our website and can update the actual odometer reading of their vehicle at any time. We can require mileage to be entered at the gas pump for an additional point of validation.

- Files

Commute with Enterprise is run on a proprietary operating system that was purpose-built for the unique aspects of managing vanpools. All details of our vehicles are included in the electronic file. Included in the file will be the vehicle identification number, make, model, year, vehicle configuration, and repair history. Each time service is performed on a vehicle, a notation will be made in the electronic file. Each vehicle record will include the following:

- Preventative maintenance repairs, vendor, date, mileage and cost.
- Emergency repairs, vendor, date, mileage and cost.
- Road calls, towing, date of breakdown, and repairs made.
- Warranty repairs are noted only when Commute with Enterprise receives notification from the dealer of the services performed.

Maintenance Reports:

A variety of maintenance reports shall be available to ensure our vehicles remain in top working condition. The systems shall have a sophisticated query system that provides a list of options for running customized reports. Our data collection system focuses on creating something that best serves the requirements of each individual customer. Our Commute team will work with the County to develop specifically tailored reports that fit your program. With notice we can provide hard copies for the County to review.

- Annual Report

Enterprise will provide the County with an Annual Report 30-days after the fiscal year ends. The reports will provide Enterprises' performance in areas of fleet maintenance, cost performance and other related issues.

Reporting due dates and scope of documents will be established and agreed upon by both Commute with Enterprise and the County.

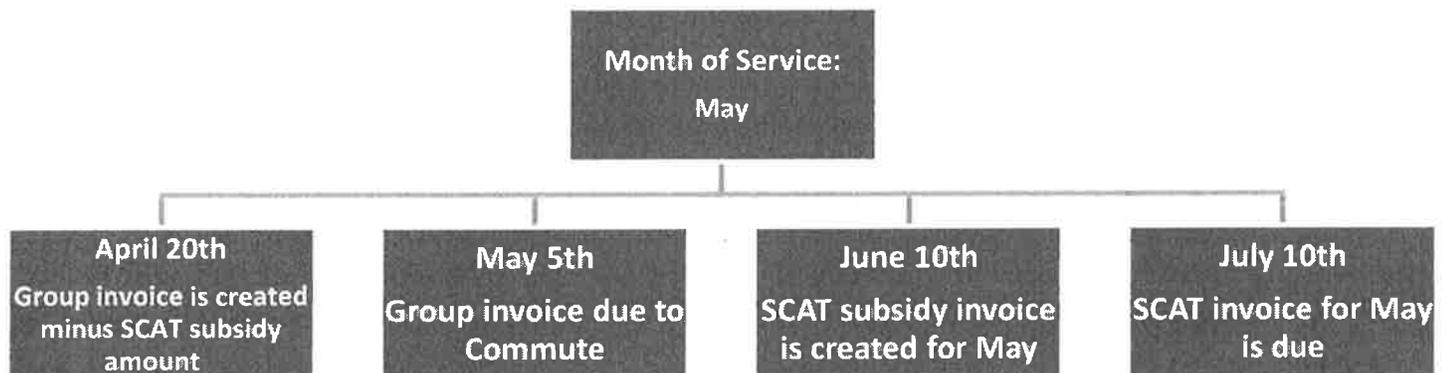
2.4 Invoices

While the current program structure does not require invoicing the County, the below information will be relevant to the extent Enterprise-owned vehicles are introduced into the program.

Enterprise has 40 years of billing and payment processing experience at the corporate level in vanpool situations. The invoicing will begin at our corporate billing department in St. Louis, Missouri and will be reviewed by Nathan Prior and his team at the local level before it is sent to both vanpool groups and the County (if applicable).

Invoices are provided to the County in arrears so that the County can be assured it is only being billed for services performed for vans on the road. Invoices will be sent around the 20th of the month, to the Transit Director, following service and due on net 30 payment terms upon receipt of the invoice.

Vanpool group invoices will be produced and distributed on or near the 20th of the prior month of service. Payment of the invoice is then due the 5th of the month of service. Billing for the County subsidy amount happens after the month of service. The County will be sent an invoice on or around the 10th of the month following service which will be due within 30 days of issuance.



2.5 National Transit Database

Enterprise is one of the largest and most trusted partners of the Federal Transit Administration that reports into the National Transit Database (NTD). Our NTD reporting team receives data from all of our vanpool groups, performs audits and then reports this information to NTD on a monthly and annual basis. The accuracy of this reporting is paramount to the continuation of many of our publicly funded programs as well as future funding for our public contract sponsors.

We collect data from our groups through our website or mobile app. Groups can easily sign in via computer or mobile device and input data such as miles traveled, passengers participating, fuel consumption, safety issues, and maintenance information. This allows us to extrapolate information regarding vehicles, commutes, and environmental impact, which can help promote the impact and effects of the vanpool program at the employer, regional, state or nationwide level.

Commute with Enterprise has extensive data collection, auditing, and reporting functions at all levels of our company. We will work with the County to determine the exact reporting deliverables required by all parties and a reporting timeline of those deliverables.

All NTD figures will be calculated for reporting requirements as determined by the NTD calendar submission process and will follow the collection guidelines outlined by the FTA.

Exhibit A. Proposal Invitation - Proposal Acknowledgment.....

Exhibit B. Contractor Affidavit of Scrutinized Company List.....

Exhibit C. E-Verify Participation Form

Exhibit D. Fully Executed E-Verify Memorandum of Understanding

Exhibit E. Cost of Service / Fee Schedule form – Exhibit B

Exhibit F. Addendums.....

Exhibit G. References

Exhibit H. Conflict of Interest Disclosure Statement – Exhibit D

Exhibit I. Certification and Restrictions on Lobbying

Exhibit J. Government-Wide Debarment and Suspension (Non Procurement)



Attachment B

Commuter Vanpool Coordinator Agreement

Commuter Vanpool Driver Agreement

HSA Vanpool Coordinator Agreement

HSA Vanpool Driver Agreement

**COMMUTE WITH ENTERPRISE™
NOT-FOR-HIRE TRANSPORTATION COORDINATOR AGREEMENT**

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.

Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155 and/or section 817.52 of the Florida Statutes.

This NOT-FOR-HIRE TRANSPORTATION COORDINATOR AGREEMENT ("Agreement") is made and entered into as of the date of execution on the signature page hereto, by and between Enterprise Leasing Company of Orlando, LLC, doing business as COMMUTE WITH ENTERPRISE™ ("Enterprise"), and [insert company name] (the "Vanpool Coordinator"). Vanpool Coordinator agrees that electronic signatures have the same force and effect as manual signatures.

Whereas Enterprise wishes to fulfill the vehicle rental or management needs of Vanpool Coordinator, and

Whereas Vanpool Coordinator is an entity providing transportation services, including non-emergency medical transport, to its employees or the public,

Therefore, Enterprise and Vanpool Coordinator agree as follows:

1. **The Vehicle.** During the term of this Agreement, Enterprise will provide the Vanpool Coordinator with the use of the vehicle(s) and optional accessories and other equipment as agreed upon in writing at the time of delivery in the "Vehicle Condition Checklist" (VCC). The vehicles set forth on the VCC are referred to as "Vehicle." Enterprise may from time to time at its option substitute a replacement vehicle for the Vehicle and such replacement vehicle will then become the "Vehicle" for purposes of this Agreement.
2. **Ownership and Rideshare Use of Vehicle.** Enterprise or an entity affiliated with Enterprise owns, or has express permission of the owner, to operate, maintain, and rent Vehicle(s) to the Vanpool Coordinator and the Vanpool Coordinator has no right, title or interest in or to the Vehicle except as to the use of the Vehicle subject to the terms and conditions of this Agreement. "Driver", as used hereinafter, means any individual who: is acting on behalf of the Vanpool Coordinator as an agent or employee, has completed the approval process and who has been approved in writing by Enterprise.
 - a. Enterprise hereby agrees to allow Drivers to use and operate the Vehicle subject to the terms and conditions of this Agreement, the applicable Driver Agreement, and pursuant to applicable laws. Vanpool Coordinator understands that Enterprise may terminate any Driver's right to use the Vehicle at any time with or without cause, notwithstanding anything to the contrary provided in paragraph 15.
 - b. Vanpool Coordinator agrees that Enterprise may from time to time amend this Agreement with notice to Vanpool Coordinator. However, any such amendment shall not take effect until 30 days from the date of the notice.
 - c. Vanpool Coordinator warrants the use of Vehicle by its employees is legal and agrees to ensure Vehicle and Drivers meet all State and Federal requirements pertaining to the intended use of Vehicle in the provision of services by Vanpool Coordinator.
 - d. Vanpool Coordinator agrees Drivers are operating vehicles under its direction. Vanpool Coordinator will instruct its Driver's to maintain an appropriate, valid driver's license and any necessary medical certificate or certification, where required by law, to operate the Vehicle for its intended use required of any applicable license class, and to at all times comply with all applicable restrictions contained in their license and regulatory restrictions based upon intended Vehicle use.
 - e. Vanpool Coordinator will within twenty-four (24) hours notify Enterprise in the event of any of the termination of the employment of any agent or employee designated by the Vanpool Coordinator as a Driver in the **Commute with Enterprise** program.
 - f. Vanpool Coordinator will notify Enterprise of any intended changes in its ownership no less than thirty (30) days prior to such a change. Vanpool Coordinator will provide Enterprise with names, email addresses, and other valid contact information of any individuals intended to serve as primary points of contact with regard to the servicing of the vehicle, changes in Vehicle condition, or other correspondence as deemed necessary by Enterprise.
 - g. Vanpool Coordinator will direct Drivers to maintain in their presence or in any Vehicle being used or operated any licenses, statements or certifications as may be required by law. For any Vehicle being operated in California, Vanpool Coordinator will direct Drivers to keep in the Vehicle a statement, signed under penalty of

INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF ALL SUCH AMOUNTS.

- c. A late charge of 1% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the issuance of the invoice for the applicable Rental Period.
 - d. All actual expenses incurred by Enterprise in the collection of amounts due Enterprise under this Agreement or in regaining possession of Vehicle or in enforcing any term or condition of this Agreement, including attorneys' fees, Enterprise's administrative fees, and any other costs or expenses incurred by Enterprise;
 - e. A drop charge equal to the greater of \$100.00 or \$.50 per mile (between the actual return location and originally agreed upon return location), if Vanpool Coordinator returns Vehicle to a location other than the originally agreed upon return location, as stated in the VCC;
 - f. The optional Tollpass service accepted by Vanpool Coordinator provides for the rental of a toll collection transponder (Tollpass Transponder Service) or, in some states, the use of video-monitored toll collection services (Tollpass Automatic Service, and together with the Tollpass Transponder Service, collectively the Tollpass Service). In addition to the monthly charge for the Tollpass Service, Enterprise, its affiliates or a third party may separately charge Vanpool Coordinator's credit or debit card (or bill Vanpool Coordinator, as applicable, for cash rentals) for each toll (or other charge) incurred using the Tollpass Service during the Rental Period on covered roads within the Tollpass Service area at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. Vanpool Coordinator expressly authorizes Enterprise or its affiliate to transfer to a third-party Vanpool Coordinator's name, address, credit/debit card information, and other data necessary to enable the collection of all such tolls, any other charge(s) in addition to tolls attributed to the transponder and other associated charges incurred during the Rental Period. No credit is provided for days the transponder is not utilized. Tollpass Service has a limited service area; attempting to use the service outside the service area may subject the Vanpool Coordinator and/ or any approved driver to fines and penalties and charges as stated in 5 (a) or (b). A current listing of Tollpass Service area covered roads is available upon request, at "www.htallic.com/enterprise" or (877) 860-1258.
 - g. Where applicable, the Vehicle License Fee Recovery (VLF REC) or similar charge which is Enterprise's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon Enterprise or its affiliates to title, register and plate all vehicles in its rental fleet. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.
 - h. IF A CREDIT CARD OR DEBIT CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY, VANPOOL COORDINATOR AUTHORIZES ENTERPRISE TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS AGREEMENT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. FOR A VEHICLE RENTED WITH A CASH, CHECK OR MONEY ORDER DEPOSIT, ANY EXCESS DEPOSIT WILL BE REFUNDED BY CHECK ISSUED WITHIN 15 BUSINESS DAYS OF THE END OF RENTAL PERIOD. All charges are subject to final audit by Enterprise.
 - i. Unless otherwise agreed to in writing by Enterprise, Vanpool Coordinator accepts responsibility for completion of any and all mandated daily, monthly, or other periodic reporting regarding Vehicle usage. Enterprise will provide information to Vanpool Coordinator upon request in order to assist Vanpool Coordinator in meeting any Federal and State reporting requirements.
 - j. Unless otherwise agreed to in writing, Vanpool Coordinator will ensure compliance with any Federal or State Department of Transportation (DOT) requirements relating to the Vehicle and its intended use, including but not limited to vehicle markings, weight restrictions, emergency exits, safety equipment, daily inspections, and driver logs.
 - k. Enterprise will attempt to refund Vanpool Coordinator any amount collected from Vanpool Coordinator that exceeds the aggregate of all of Vanpool Coordinator's obligations to Enterprise within 20 business days after Enterprise has confirmed the full extent of such obligations. For payments made by cash, check or money order, any such excess will be refunded by check.
6. **Drivers.** The Vanpool Coordinator is fully responsible for ensuring that only individuals who have completed a Driver Application and Agreement with Enterprise and who have been approved by Enterprise in writing will be allowed to use or operate the Vehicle and only as permitted in their Driver Agreement. Enterprise has the continuing right to approve Drivers according to Enterprise's driver qualification standards. The Vanpool Coordinator agrees to remove any Driver who either fails to meet Enterprise's driver qualification standards, or who has operated the Vehicle unsafely, as determined by either Enterprise or Vanpool Coordinator.

The Vanpool Coordinator acknowledges and agrees that they have no rights or permission to drive the Vehicle unless they have completed the separate Driver Application and Agreement and have been approved in writing by Enterprise as a Driver.

7. **Use of Vehicle.**

- a. The Vehicle may be used for the following
 - i. to pick up, transport and deliver other vanpool/carpool participants to and from their residences (or

- other similar locations agreed to by the Vanpool Coordinator, as set forth in this Agreement) and their places of employment.
- ii. For the non-emergency medical transport of Vanpool Coordinator's patients or persons receiving services from Vanpool Coordinator
- b. The Drivers will at all times operate the Vehicle in accordance with all applicable laws, rules and regulations and will not operate the Vehicles in an unsafe manner or when the Vehicle is in an unsafe condition or if the Vehicle's mechanical condition is in doubt. Driver agrees to notify Enterprise in writing of any such concerns or issues. No smoking will be allowed in any Vehicle. A fee to clean the Vehicle's interior upon return may be charged if there are excessive stains, pet hair/fur, trash, odors or other soilage.
- c. **In addition to the other restrictions in this Agreement, Vanpool Coordinator agrees not to allow use of, the Vehicle under any of the following conditions:**
- i. Vehicle shall not be driven by any person other than an Enterprise-approved Driver.
 - ii. Vehicle shall not be driven for personal use by any Driver.
 - iii. Except where otherwise agreed to in writing, Vehicle shall not be used for transporting persons for hire.
 - iv. Vehicle shall not be used as a school bus; or for driver training.
 - v. Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property.
 - vi. Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything;
 - vii. Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside of the passenger compartment.
 - viii. Vehicle shall not be driven by any person under the influence or impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
 - ix. Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and / or guidelines.
 - x. Vehicle shall not be driven or taken outside the United States unless authorized by Enterprise.
 - xi. Unless otherwise agreed to in writing, Vehicle shall not be used in interstate commerce.
 - xii. Vehicle shall not be driven, except in an emergency, upon other than paved public highways or paved or suitable graded private roads or driveways, or over bridges posted for a maximum weight of three (3) tons or less
 - xiii. Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Enterprise; or who misrepresents or withholds facts to/from Enterprise material to rental, use or operation of Vehicle.
 - xiv. Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
 - xv. Vehicle shall not be driven outside of a two hundred (200) mile radius of the applicable Vanpool Coordinator's principle work place.
 - xvi. Vehicle shall not be parked overnight, other than at a Vanpool Coordinator's location(s), unless stated in the VCC.
 - xvii. Vehicle shall not be operated without making reasonable effort to ensure that all occupants including the Driver are wearing their seat belts.
- d. In the event of any violation of the limits on use or any other provision of this Agreement, Enterprise automatically, without any further notice to Vanpool Coordinator or Driver(s), terminates their right to use Vehicle and Enterprise retains any other rights and remedies provided by law. Enterprise has the right to seize Vehicle without legal process or notice to Vanpool Coordinator or any Driver. Vanpool Coordinator hereby waives all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Enterprise in returning Vehicle to the original rental office.
- e. If Vanpool Coordinator or any Driver(s) continue to operate Vehicle after the right to do so is terminated, Enterprise has the right to notify police Vehicle has been stolen. Vanpool Coordinator hereby releases and discharges Enterprise from and will indemnify, defend and hold Enterprise harmless against any liability arising from such notice. Vanpool Coordinator remains responsible for all charges, costs, taxes, fees and obligations as set forth in Paragraph 5.
- f. If Vehicle has a seating capacity of ten (10) or more including the driver, the following is applicable:

U.S. DEPARTMENT OF TRANSPORTATION LARGE VAN ADVISORY

The risk of a rollover crash in a 15-passenger van dramatically increases as the number of occupants increases to full capacity. Placing a load on the roof also contributes to this increased risk of rollover. These two conditions

change the van's center of gravity. As a result, the van has less resistance to rollover and handles differently from other passenger vehicles making it more difficult to control in an emergency situation. Most vehicle rollovers are single vehicle crashes in which the vehicle runs off the road and overturns when it strikes a ditch, embankment, soft soil, or other object.

TIPS FOR PREVENTING ROLLOVER

Drivers must be well rested and maintain a safe speed for weather and road conditions. Drivers must be especially cautious on *curved* rural roads and maintain a safe speed to avoid running off the road. If the van's wheels drop off the roadway, *gradually* reduce speed and steer back onto the roadway when it is safe to do so.

BUCKLE UP FOR SAFETY

Eighty percent of people killed in rollover crashes in 15-passenger vans were not wearing seat belts. Passengers can dramatically reduce their risk of being killed or seriously injured in a rollover crash by simply using their seat belts. All vehicle occupants should always wear seatbelts. Drivers should be responsible for enforcing the use of seatbelts.

OTHER TIPS FOR SAFE DRIVING

When a 15-passenger van is not full, passengers should sit in seats that are in front of the rear axle. More than 15 people should never be allowed to ride in a 15-passenger van. Because 15-passenger vans are substantially longer and wider than cars, they: require more space and additional reliance on the side-view mirrors for passing; do not respond as well to abrupt steering maneuvers; require additional braking time.

8. **No Agency or Employment Arrangement.** The Vanpool Coordinator and Enterprise are independent parties participating with one another in a vanpool/carpool arrangement and neither party shall be an agent, servant or employee of the other. Nothing in this Agreement shall establish any joint venture or other such relationship between Enterprise and Vanpool Coordinator.
9. **Maintenance**
 - a. The Vanpool Coordinator agrees to maintain the Vehicle in safe, clean condition and in accordance with the manufacturers recommended maintenance guidelines and or the Enterprise recommended maintenance requirements and all legal requirements, at Enterprise's expense as set forth in section 9 (c) below. To ensure the safety of operators and passengers, Vanpool Coordinator will require each Driver to perform a periodic inspection of each Vehicle, including
 - i. inspecting the Vehicle to identify any damage or potential safety concern
 - ii. inspecting headlights, running lights, brake lights and turn signals and ensuring proper operation,
 - iii. checking and maintaining all fluid levels,
 - iv. checking tires to ensure proper tread depth and tire wear and
 - v. checking tire pressure and maintaining tire pressure per the manufacturer's recommendations.
 - b. Vanpool Coordinator will not permit the operation of any Vehicle if there is any concern regarding the safe operation of such Vehicle or maintenance issues which could cause damage to the Vehicle. In the event access to a Vehicle is needed for a manufacturer recall, Vanpool Coordinator shall make the Vehicle available to Enterprise immediately.
 - c. Enterprise agrees to pay directly or reimburse Vanpool Coordinator for all maintenance and repair expenses (other than gasoline and washes which are the responsibility of the Vanpool Coordinator) incurred in connection with the normal use and operation of the Vehicle in accordance with the terms of this Agreement. Maintenance that exceeds normal wear and tear standards would be the responsibility of the Vanpool Coordinator. Enterprise shall provide a VCC which will be used to determine Vehicle condition at the time of delivery and at time of return of the Vehicle.
 - d. Except in an emergency,
 - i. all maintenance and repair work on the Vehicle must be performed only at facilities selected or approved by Enterprise and
 - ii. The Vanpool Coordinator must obtain Enterprise's express authorization prior to having maintenance or repair work performed. The Vanpool Coordinator will permit representatives of Enterprise to inspect the Vehicle at any time. If the Vehicle becomes inoperable, Enterprise will provide the Vanpool Coordinator with substitute transportation if available from the transit agency's fleet.
 - e. The Vanpool Coordinator agrees that they will not make any additions, alterations or modifications to the Vehicle (including removal of the decals) without Enterprise's prior written consent.
 - f. Vanpool Coordinator hereby acknowledges receipt of the manufacturer's owner's manual for the Vehicle and agrees to retain a copy of the manual. Vanpool Coordinator agrees to give notice to Enterprise in writing of the loss of the owner's manual so that a replacement may be provided.
 - g. Vanpool Coordinator agrees to give notice to Enterprise in writing of any problems or concerns, safety or otherwise, related to the Vehicle.
10. **Insurance and Risk of Loss.**
 - a. During the term of this Agreement, and while the vehicle is operated during Driver's

- i. Commute to or from the Vanpool Coordinator's location, which shall include picking up and dropping off other passengers
- ii. non-emergency medical transport of Vanpool Coordinator's patients or persons receiving services from Vanpool Coordinator
- iii. Movement of Vehicle to a maintenance or repair facility,
- iv. Movement of Vehicle to an Enterprise location for replacement or return,
- v. Movement to a refueling or car wash facility,

Unless insurance coverage is provided by Vanpool Coordinator, Enterprise will, at its expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage and Uninsured/Underinsured Motorist Coverage with no deductible in the amount stated on the VCC applicable to the Vehicle. At its option, Enterprise may provide this insurance coverage either through a third-party insurance carrier or through self-insurance.

- b. This insurance will not apply to:
 - i. any obligation for which a Driver, employer or any insurance carrier may be responsible or held liable under any Worker's Compensation law or any similar law, rule or regulation;
 - ii. no fault benefits or personal injury protection (unless required by law), and the Vanpool Coordinator waives any right the Vanpool Coordinator may have to claim these benefits from this insurance;
 - iii. any obligation assumed by a Driver under any express or implied contract or agreement;
 - iv. any liability of a Driver, or any employer of a Driver, arising while the Vehicle is being operated or used in violation of any of the terms of this Agreement; or
 - v. the extent a claim is not covered under or excluded by the applicable policy of insurance.
- c. The condition of Vehicle will be documented on the VCC at time of delivery. With the exception of the items listed in 10 (h) below, Enterprise agrees, subject to the actions set forth below, to contractually waive Vanpool Coordinator's responsibility for the cost of additional damage to, loss or theft of, Vehicle or any part or accessory and related costs, above the retained responsibility amount stated below, regardless of fault or negligence, except to the extent such loss or damage occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement, including, but not limited to, section 7 hereinabove. The Vanpool Coordinator and the applicable Driver (and, if different, the person driving the Vehicle) will be jointly and severally responsible for any loss of or damage to the Vehicle which occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle. Any retained responsibility amount owed by Vanpool Coordinator is due upon demand by Enterprise.

The retained responsibility amount is: \$500 per incident. Separate damage incidents to be determined by Owner. This limit on damage responsibility does not apply to the Vanpool Coordinator if the damages arise from a violation of the terms of this Agreement. In such case Vanpool Coordinator shall be fully responsible for all damages to or loss of Vehicle.

- d. Personal Injury Protection and Uninsured/Underinsured Motorist Protection. Except as required by law, or where Enterprise is providing insurance as set forth above in 10 (a), Enterprise or its affiliate does not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) through this Agreement. If Enterprise or its affiliate is required by law to provide PIP and/or UM/UIM, Vanpool Coordinator expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/UIM limits in excess of the minimum limits required by law. If Enterprise or its affiliate is required by law to provide PIP, Enterprise and any affiliate will be entitled to all defenses and the maximum reduction of payments afforded under Florida statute 627.736, et. seq. Furthermore, all parties seeking such PIP benefits must fully cooperate with Enterprise, its affiliate(s) and its representatives. All parties seeking PIP or UM/UIM benefits, including their purported assignors, must complete an Application for PIP Benefits on a form provided by Enterprise as soon as practicable following the alleged loss. Furthermore, all parties seeking PIP or UM/UIM benefits, including their purported assignors, must fully cooperate with Enterprise and its representatives in its investigation into the loss. Such cooperation includes, but is not limited to, the obligation to submit to an Examination Under Oath, Independent Medical Examinations, as well as the provision of recorded statements and written statements. Cooperation with Enterprise's and its affiliate's investigation is a condition precedent to receiving PIP benefits from Enterprise or its affiliate. Notice Pursuant to F.S. 627.736(5)(a)5, Enterprise, on behalf of itself and any applicable affiliate, hereby places all potential Personal Injury Protection (PIP) claimants on notice, per the terms of Florida's No-Fault Law, that Enterprise and any applicable affiliate will limit payment pursuant to the schedule of charges specified in paragraph (5)(a)1 of F.S. 627.736.
- e. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle. Driver acknowledges and agrees that no bailment is or shall be created upon Enterprise, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle. Enterprise is not liable

for and Driver shall defend, indemnify and hold Enterprise harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Enterprise that in any way arises out of Driver's or passengers' failure to remove personal property, including but not limited to data or records of Driver or passengers downloaded or otherwise transferred to Vehicle. Enterprise is not responsible for and Driver releases from any claim or cause of action which may arise from a prior operator's or passenger's failure to remove any personal property, data or records from Vehicle.

- f. In addition, the Vanpool Coordinator and the applicable Driver, to the extent allowable by law, will be responsible for all loss of or damage to the Vehicle which results from
- i. leaving the Vehicle and failing to remove all keys (unless directly instructed to do so by Enterprise related to maintenance or a breakdown);
 - ii. failing to close and lock all doors and windows;
 - iii. leaving the Vehicle parked in a parking lot or other location where it has been previously vandalized or damaged, or
 - iv. Otherwise contributing to the vandalism or theft of the Vehicle.
- g. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Vanpool Coordinator and any authorized Driver must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Vanpool Coordinator and Driver shall cooperate fully with Enterprise and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Vanpool Coordinator consents to Enterprise or its representatives retrieving and using such data from the EDR.
- h. Vanpool Coordinator will be responsible for the cost of replacing or repairing the following items, if provided as original equipment by Enterprise at the time of vehicle delivery:
- i. Keys and Key Fobs
 - ii. Fire extinguisher
 - iii. Spare tires, inflator kits
 - iv. Jacks and jack stands
 - v. First Aid Kit
 - vi. Snow Chains

11. **Titling and Registration of Vehicle.** Vehicle will be titled, registered, and licensed by the Owner.
12. **Operation outside of the United States.** Vehicle shall not be taken outside of the United States without Enterprise's prior written consent.
13. **Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Vanpool Coordinator under this Agreement, Vanpool Coordinator hereby assigns to Enterprise Vanpool Coordinator's right to receive such payment. Only those amounts actually paid by a third party to Enterprise shall reduce the amount owed by Vanpool Coordinator under this Agreement.
14. **Power of Attorney.** Vanpool Coordinator hereby grants and appoints to Enterprise a Limited Power of Attorney:
- a. to present insurance claims of any type to Vanpool Coordinator's insurance carrier and / or credit card company if:
 - i. Vehicle is damaged, lost or stolen and if Vanpool Coordinator fails to pay for any damages; or
 - ii. Any liability claims against Enterprise arise in connection with this rental transaction and Vanpool Coordinator fails to defend, indemnify and hold Enterprise harmless from such claims.
 - b. to endorse Vanpool Coordinator's name to entitle Enterprise to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

The foregoing power of attorney is binding on Driver and his/her successor and assigns and is coupled with an interest and shall be irrevocable until all of Driver's obligations under this Agreement have been paid and performed in full.

15. **Termination.** In addition to the other termination conditions set forth in this Agreement, this Agreement shall be terminated by:
- a. The Vanpool Coordinator giving Enterprise thirty (30) days' notice **in writing**; once the notice has been submitted in writing by mail or fax, it is the Vanpool Coordinator's responsibility to verify that it has been received by Enterprise. The 30-day notice period will begin from the time that Enterprise has **received the notice in writing**.
 - b. Enterprise giving thirty (30) days' notice in writing to the Vanpool Coordinator, without cause; or
 - c. Enterprise giving twenty-four (24) hours' notice in writing to the Vanpool Coordinator for cause (including, but not limited to);

- i. the Vanpool Coordinator's failure to pay any of the charges under this Agreement when due; and
 - ii. Vanpool Coordinator or any Driver's breach of any of the other terms, provisions or conditions of this Agreement; and
 - iii. Vanpool Coordinator (if approved as a Driver) or any Driver's operation of the Vehicle unsafely, as determined by Enterprise).
 - d. Termination of this Agreement, for any reason, shall not relieve Vanpool Coordinator of any payment obligations as set forth in this Agreement.
 - e. Termination of this Agreement may, in the sole discretion of Enterprise, automatically terminate any Driver Agreement held by an individual or individuals participating as Drivers in Vanpool Coordinator's vanpool. Enterprise shall have the right, but not the obligation, to so terminate all or some of such Driver Agreements.
 - f. Whenever Vanpool Coordinator fails to return the Vehicle to Enterprise within five days after the term of this Agreement has expired, that person shall be presumed to have embezzled the Vehicle. Enterprise may notify police the Vehicle has been stolen and Vanpool Coordinator releases and discharges Enterprise from any liability and all claims of any nature arising therefrom. Enterprise has the right to seize, without legal process, at any place, the Vehicle after twenty-four (24) hours' notice has been given to Vanpool Coordinator regardless of whether the Vehicle is presumed embezzled and Vanpool Coordinator waives all claims for damages connected with such seizure or repossession.
16. **Return of Vehicle.** The Vanpool Coordinator agrees to return the Vehicle upon termination of this Agreement or upon the demand of Enterprise. Vanpool Coordinator agrees to return the Vehicle to the location indicated on the VCC or other location as designated by Enterprise in writing, in the same condition as when delivered, except for ordinary wear and tear and damage which is the subject of a pending physical damage claim for which Vanpool Coordinator's responsibility has been contractually waived pursuant to paragraph 10(c) of this Agreement. Upon delivery and return of the Vehicle, the Vanpool Coordinator and Enterprise will inspect the Vehicle and jointly sign the VCC. The Vanpool Coordinator is solely responsible, at their own time and expense, for retrieving any and all personal items left in the Vehicle.
17. **Changing Vehicles.** If the Vanpool Coordinator decides to change to a different size Vehicle (subject to availability) due to a permanent change in the number of riders or the intended use of the Vehicle, the Vanpool Coordinator agrees to return, at their own time and expense, the original Vehicle back to the Enterprise address listed on the VCC. Upon return of the Vehicle to Enterprise, the Vanpool Coordinator and Enterprise will inspect the Vehicle and jointly sign the VCC. Enterprise and the Vanpool Coordinator will inspect a new Vehicle and jointly sign a new VCC for that Vehicle. The Vanpool Coordinator is solely responsible, at their own time and expense, for retrieving any and all personal items left in the Vehicle. Where Vanpool Coordinator has more than one Vehicle for any such vehicles in which it is the Coordinator, it may substitute Vehicles for one another Vehicle and an approved Driver of any one Vehicle shall be authorized to drive any other Vehicle, subject to any limitations or restrictions of State or Federal law.
18. **No Assignment.** The Vanpool Coordinator may not sublease the Vehicle. The Vanpool Coordinator cannot assign or delegate any of his or her rights, duties or obligations under this Agreement.
19. **Entire Agreement: Modification.** This Agreement embodies the entire Agreement between the parties except for any Driver Agreement that Vanpool Coordinator may be a party to. Any amendments to this Agreement must be in writing and signed by Enterprise.
20. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
21. **Notices.** Except as provided in 15(a) above, all notices and/or other correspondence under this Agreement must be in writing and delivered in person or sent by email or regular mail to the applicable party at its address set forth on the signature page of this Agreement or to such other address as such party may provide in writing from time to time.
22. **Waiver.** No extension given by Enterprise of the time for payment of any monthly payments hereunder, no waiver by Enterprise of any default of the Vanpool Coordinator hereunder, and no failure of Enterprise to enforce its rights against the Vanpool Coordinator for any breach of this Agreement by the Vanpool Coordinator, shall be construed as a waiver on the part of Enterprise of any subsequent breach or default, or impair Enterprise's rights to require strict performance by the Vanpool Coordinator of all the terms and conditions stated herein.
23. **Mileage Provisions.** Monthly rate is based on the allotted commute miles per month as stated in the VCC. Over-mileage will be calculated as the difference between the allotted commute miles and the actual mileage traveled.

The actual mileage is the difference between the check-out odometer reading on the VCC and the monthly reported mileage and/or the final check-in odometer reading. Over mileage will be charged to the Vanpool Coordinator at a rate not greater than the amount set forth in the VCC. These fees may be collected from the Vanpool Coordinator periodically, but no later than the time at which the Vehicle is returned by the Vanpool Coordinator to Enterprise at the address listed on the VCC.

24. **Limitation of Remedy/No Consequential Damages.** If Enterprise breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Vanpool Coordinator or Driver and if Enterprise would otherwise be liable under applicable law for such breach or Vehicle failure, Enterprise's sole liability to Vanpool Coordinator and Driver(s) and Vanpool Coordinator's and Driver(s)' sole remedy is limited to the substitution of another similar Vehicle by Enterprise to Vanpool Coordinator when available from the transit agency's fleet and to recovery by Vanpool Coordinator of the pro rata rental rate for the period in which Vanpool Coordinator did not have use of Vehicle or substitute Vehicle. **VANPOOL COORDINATOR WAIVES ALL OTHER CLAIMS, INCLUDING FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO VANPOOL COORDINATOR. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO VANPOOL COORDINATOR.**
25. **Collection and Use of Vehicle Data.** Our vehicles may be equipped with technology that collects and transmits data from your rental vehicle. This may include information collected from event data recorders, global positioning devices, OnStar® systems, or any other similar technology. When installed and where permissible, this technology will enable us to collect and use information such as: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure and fuel status, and other diagnostic and performance information. Once collected, this information may be combined with information you have provided us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of information collected from the rental vehicle may include sharing information with third parties such as service providers, partners, and as explained in our privacy policy. Our use of the information may also include storage of this information after the expiration of your rental agreement. You understand that renting the vehicle does not prohibit Enterprise, as vehicle owner, from obtaining and using data collected from the vehicle. For a more complete description of our privacy practices, please review our privacy policy, available at www.enterprise.com
26. **Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.
27. **Text & Call.** By signing on the front of this Agreement, Vanpool Coordinator agrees to the Text & Call Terms and Conditions, and thereby provides express consent for Enterprise or Enterprise's representative to contact Vanpool Coordinator at the phone number(s) provided in connection with this Agreement to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Vanpool Coordinator's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For questions about privacy, please see paragraph 30, below.
28. **Dispute Resolution Provision - Mandatory Arbitration Agreement:** VANPOOL COORDINATOR AND ENTERPRISE EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. VANPOOL COORDINATOR AND ENTERPRISE AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO ENTERPRISE'S PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "VANPOOL COORDINATOR" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF Vanpool Coordinator's AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "ENTERPRISE" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. VANPOOL COORDINATOR AND ENTERPRISE AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. **This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Agreement. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Vanpool Coordinator only and is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims against or by a third-party**

insurance company ostensibly providing coverage to Vanpool Coordinator or any AAD or the application of Enterprise's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

(1) Procedure. A party must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to the other party. The Notice to Enterprise should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Enterprise and Vanpool Coordinator do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Vanpool Coordinator or by Enterprise that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at www.adr.org. Except as required by law, neither a party nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both parties.

(2) Arbitrator's Authority: The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.

(3) Arbitration Costs: Vanpool Coordinator will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Vanpool Coordinator would incur if the claims were filed in court. Enterprise will be responsible for all additional arbitration fees. Vanpool Coordinator is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Vanpool Coordinator will not be required to reimburse Enterprise for any fees unless the arbitrator finds that the substance of Vanpool Coordinator's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Enterprise may seek reasonable attorney's fees. Enterprise will pay all fees and costs it is required by law to pay.

(4) Governing Law and Enforcement: Notwithstanding anything in paragraph 30, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

29. **Choice of Law.** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the state where the Vehicle(s) are required to be returned as stated in the VCC.

30. **Customer Privacy.** The information you provide to Enterprise is stored and used in accordance with Enterprise's privacy policy, which is available at <https://www.enterpriserideshare.com/vanpool/en/privacypolicy.html> which may be amended from time to time and which is incorporated herein by reference. Questions regarding privacy should be directed to: privacy@ehi.com; 1 (877) 858-3884 or Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

31. This Agreement shall control in the event of any conflict between its terms and the terms of any Driver Agreement and nothing set forth in a Driver Agreement shall alter any of the protections afforded to Vanpool Coordinator or any Driver under this Agreement.

[TO BE COMPLETED BY VANPOOL COORDINATOR]

Printed Name: _____

Date Signed: _____

Signature: _____

Address:

COMMUTE WITH ENTERPRISE™
NOT-FOR-HIRE TRANSPORTATION DRIVER AGREEMENT

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.

Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155 and/or section 817.52 of the Florida Statutes.

This DRIVER AGREEMENT (this "Agreement") is made and entered into by and between Enterprise Leasing Company of Orlando, LLC, **doing business as COMMUTE WITH ENTERPRISE** ("Enterprise"), and the individual whose name and address is set forth on the signature page of this Agreement (the "Driver"). Driver is further defined as an individual who has completed this Agreement and who has been approved by Enterprise in writing to operate the Vehicle and only as permitted in this Agreement. Driver agrees that electronic signatures have the same force and effect as manual signatures.

Enterprise and Driver agree as follows:

1. **Vanpool Coordinator.** For purposes of this Agreement, Vanpool Coordinator is defined as the entity who enters into a Not-For-Hire Transportation Coordinator Agreement with Enterprise and signs the Vehicle Condition Checklist ("VCC") attached thereto.
2. **The Vehicle.** During the term of this Agreement and subject to the terms of the applicable Vanpool Coordinator Agreement, Enterprise will provide a Vanpool Coordinator with the use of the vehicle(s) identified in the Vanpool Coordinator's VCC ("Vehicle"). A Vanpool Coordinator may grant use of Vehicle to an approved Driver. Enterprise may from time to time at its option substitute a replacement vehicle for the Vehicle and such replacement vehicle will then become the "Vehicle" for purposes of this Agreement.
3. **Ownership of Vehicle.** Enterprise or an entity affiliated with Enterprise own, or has express permission of the owner, to operate, maintain, and rent Vehicle(s) to the Vanpool Coordinator and Driver does not have any right, title or interest in or to the Vehicle except as to the use of the Vehicle subject to the terms and conditions of this Agreement and pursuant to rideshare exemption and other applicable laws.
4. **No Agency or Employment Arrangement.** Driver is an independent party participating with others in a vanpool/carpool arrangement and is not an agent, servant or employee of Enterprise. Enterprise is not an agent of Driver. Nothing in this Agreement shall establish any joint venture or other such relationship between Enterprise and Driver or Vanpool Coordinator.
5. **Rental Period and Driver's Rights.** The Rental Period begins on the date the first Vehicle is delivered to or is made available for pickup by the Vanpool Coordinator associated with the Vehicle and continues on a month-to-month basis until terminated under the applicable Vanpool Coordinator Agreement. Enterprise hereby agrees to allow Driver to use and operate the Vehicle as a Driver upon and subject to the terms and conditions of this Agreement. Driver understands that Enterprise may terminate Driver's right to use the Vehicle at any time with or without cause.
6. **Driver's Responsibilities.** Driver hereby consents and agrees to the terms of this Agreement. Driver hereby assumes and agrees to perform and observe all of the obligations, duties and responsibilities of a Driver under this Agreement. Driver agrees that Enterprise may from time to time amend this Agreement with notice to Driver.
7. **Use of Vehicle.**
 - a. The Vehicle may be used for the following:
 - i. To pick up, transport and deliver other vanpool/carpool participants to and from their residences (or other similar locations agreed to by the Vanpool Coordinator, as set forth in this Agreement) and their places of employment. The Driver will at all times operate the Vehicle in accordance with all applicable laws, rules and regulations. Driver will not operate any Vehicle if there is any concern regarding the safe operation of such Vehicle or maintenance issues which could cause damage to the Vehicle. No smoking will be allowed in any Vehicle. A fee to clean the Vehicle's interior upon return may be charged if there are excessive stains, pet hair/fur, trash, odors or other soilage.

- ii. For the non-emergency medical transport of Vanpool Coordinator's patients or persons receiving services from Vanpool Coordinator
- b. Driver agrees not to use, nor to permit the use of, the Vehicle under any of the following conditions:
 - i. Vehicle shall not be driven by any person other than an Enterprise-approved Driver.
 - ii. Vehicle shall not be used as a school bus; or for driver training.
 - iii. Except where otherwise agreed to in writing, Vehicle shall not be used for transporting persons for hire.
 - iv. Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property
 - v. Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.
 - vi. Vehicle shall not be used to carry passengers in excess of the number of seat belts provided with the Vehicle at the time of delivery or outside of the passenger compartment.
 - vii. Driver shall not remove any seats from Vehicle or reconfigure the seating arrangements unless such a reconfiguration meets with the Original Equipment Manufacturers specifications.
 - viii. Vehicle shall not be driven by any person under the influence or impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
 - ix. Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and / or guidelines.
 - x. Vehicle shall not be driven or taken outside the United States unless authorized in writing by Enterprise.
 - xi. Vehicle shall not be driven, except in an emergency, upon other than paved public highways or paved or suitable graded private roads or driveways, or over bridges posted for a maximum weight of three (3) tons or less;
 - xii. Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without written permission of Enterprise; or who misrepresents or withholds facts to/from Enterprise material to rental, use or operation of Vehicle.
 - xiii. Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
 - xiv. Unless agreed to in writing Vehicle shall not be driven outside of a two hundred (200) mile radius of the Vanpool Coordinator's principal work place.
 - xv. Vehicle shall not be parked overnight, other than at a Vanpool Coordinator's worksite or Driver's residence, unless so stated in the VCC.
 - xvi. Vehicle shall not be operated without making reasonable effort to ensure that all occupants including the Driver are wearing their seat belts.
- c. In the event of any violation of the limits on use or any other provision of this Agreement, Enterprise automatically, without any further notice to Driver, terminates their right to use Vehicle and Enterprise retains any other rights and remedies provided by law. Enterprise has the right to seize Vehicle without legal process or notice to Driver. Driver hereby waives all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Enterprise in returning Vehicle to the original rental office.
- d. If Driver continues to operate Vehicle after the right to do so is terminated, Enterprise has the right to notify police Vehicle has been stolen. Driver hereby releases and discharges Enterprise from and agrees to indemnify, defend and hold Enterprise harmless against any liability arising from such notice.
- e. If Vehicle has a seating capacity of ten (10) or more including the driver, the following is applicable:

U.S. DEPARTMENT OF TRANSPORTATION LARGE VAN ADVISORY

The risk of a rollover crash in a 15-passenger van dramatically increases as the number of occupants increases to full capacity. Placing a load on the roof also contributes to this increased risk of rollover. These two conditions change the van's center of gravity. As a result, the van has less resistance to rollover and handles differently from other passenger vehicles making it more difficult to control in an emergency situation. Most vehicle rollovers are single vehicle crashes in which the vehicle runs off the road and overturns when it strikes a ditch, embankment, soft soil, or other object.

TIPS FOR PREVENTING ROLLOVER

Drivers must be well rested and maintain a safe speed for weather and road conditions. Drivers must be especially cautious on *curved* rural roads and maintain a safe speed to avoid running off the road. If the van's wheels drop off the roadway, *gradually* reduce speed and steer back onto the roadway when it is safe to do so.

BUCKLE UP FOR SAFETY

Eighty percent of people killed in rollover crashes in 15-passenger vans were not wearing seat belts. Passengers can dramatically reduce their risk of being killed or seriously injured in a rollover crash by simply using their seat belts. All vehicle occupants should always wear seatbelts. Drivers should be responsible for enforcing the use of seatbelts.

OTHER TIPS FOR SAFE DRIVING

When a 15-passenger van is not full, passengers should sit in seats that are in front of the rear axle. More than 15 people should never be allowed to ride in a 15-passenger van. Because 15-passenger vans are substantially longer and wider than cars, they: require more space and additional reliance on the side-view mirrors for passing; do not respond as well to abrupt steering maneuvers; require additional braking time.

8. Insurance and Risk of Loss.

- a. During the term of this Agreement, and while the vehicle is operated during Driver's
 - i. Commute to or from the Vanpool Coordinator's location, which shall include picking up and dropping off other passengers
 - ii. non-emergency medical transport of Vanpool Coordinator's patients or persons receiving services from Vanpool Coordinator
 - iii. Movement of Vehicle to a maintenance or repair facility,
 - iv. Movement of Vehicle to an Enterprise location for replacement or return,
 - v. Movement to a refueling or car wash facility ,Unless insurance coverage is provided by Vanpool Coordinator, Enterprise will, at its expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage and Uninsured/Underinsured Motorist Coverage with no deductible in the amount stated on the VCC applicable to the Vehicle. At its option, Enterprise may provide this insurance coverage either through a third party insurance carrier or through self-insurance.
- b. This insurance will not apply to
 - i. any obligation for which a Driver, employer or any insurance carrier may be responsible or held liable under any Worker's Compensation law or any similar law, rule or regulation;
 - ii. no fault benefits or personal injury protection (unless required by law), and the Driver expressly waive any right the Driver may have to claim these benefits from this insurance;
 - iii. any obligation assumed by a Driver under any express or implied contract or agreement;
 - iv. any liability of a Driver, or any employer of a Driver, arising while the Vehicle is being operated or used in violation of any of the terms of this Agreement; or
 - v. the extent a claim is not covered under or excluded by the applicable policy of insurance.
- c. The condition of Vehicle will be documented on the VCC at time of delivery. With the exception of the items listed in 8 (h) below, Enterprise agrees, subject to the actions set forth below, to contractually waive Driver's responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs, above the retained responsibility amount stated below, regardless of fault or negligence, except to the extent such loss or damage occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement, including, but not limited to, section 7 hereinabove. If Vanpool Coordinator does not pay for any portion of damage or loss arising from a violation of the terms of this agreement, Driver, and, if different, the driver who was operating the Vehicle at the time of loss or damage, will be jointly and severally responsible for any loss of or damage to the Vehicle which occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle. Any retained responsibility amount owed by Driver is due upon demand by Enterprise.

The retained responsibility amount is: \$500 per incident. This limit on damage responsibility does not apply to the Driver if the damages arise from a violation of the terms of this Agreement. In such case Driver shall be fully responsible for all damages to or loss of Vehicle.

- d. Personal Injury Protection and Uninsured/Underinsured Motorist Protection. Except as required by law, or where Enterprise is providing insurance as set forth above in 8 (a), Enterprise or its affiliate does not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/ Underinsured Motorist Protection (UM/UIM) through this Agreement. If Enterprise or its affiliate is required by law to provide PIP and/or UM/UIM, Driver expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/UIM limits in excess of the minimum limits required by law. If Enterprise or its affiliate is required by law to provide PIP, Enterprise and any affiliate will be entitled to all defenses and the maximum reduction of payments afforded under Florida statute 627.736, et. seq. Furthermore all parties seeking such PIP benefits must fully cooperate with Enterprise, its affiliate(s) and its representatives. All parties seeking PIP or UM/UIM benefits, including their purported assignors, must complete an Application for

PIP Benefits on a form provided by Enterprise as soon as practicable following the alleged loss. Furthermore, all parties seeking PIP or UM/UIM benefits, including their purported assignors, must fully cooperate with Enterprise and its representatives in its investigation into the loss. Such cooperation includes, but is not limited to, the obligation to submit to an Examination Under Oath, Independent Medical Examinations, as well as the provision of recorded statements and written statements. Cooperation with Enterprise's and its affiliate's investigation is a condition precedent to receiving PIP benefits from Enterprise or its affiliate. Notice Pursuant to F.S. 627.736(5)(a)5, Enterprise, on behalf of itself and any applicable affiliate, hereby places all potential Personal Injury Protection (PIP) claimants on notice, per the terms of Florida's No-Fault Law, that Enterprise and any applicable affiliate will limit payment pursuant to the schedule of charges specified in paragraph (5)(a)1 of F.S. 627.736.

- e. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle. Driver acknowledges and agrees that no bailment is or shall be created upon Enterprise, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle. Enterprise is not liable for and Driver shall defend, indemnify and hold Enterprise harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Enterprise that in any way arises out of Driver's or passengers' failure to remove personal property, including but not limited to data or records of Driver or passengers downloaded or otherwise transferred to Vehicle. Enterprise is not responsible for and Driver releases from any claim or cause of action which may arise from a prior operator's or passenger's failure to remove any personal property, data or records from Vehicle.
 - f. In addition the Driver, to the extent allowable by law, will be personally responsible for all unpaid claims arising from the loss of or damage to the Vehicle which results from
 - i. leaving the Vehicle and failing to remove all keys (unless directly instructed to do so by Enterprise related to maintenance or a breakdown);
 - ii. failing to close and lock all doors and windows;
 - iii. leaving the Vehicle parked in a parking lot or other location where it has been previously vandalized or damaged, or
 - iv. Otherwise contributing to the vandalism or theft of the Vehicle.
 - g. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Driver must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Driver shall cooperate fully with Enterprise and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Driver consents to Enterprise or its representatives retrieving and using such data from the EDR
 - h. The insurance and protections provided by this paragraph 8 apply only to the Vehicle and the use and operation of the Vehicle by the Driver.
 - i. Driver will be responsible for the cost of replacing or repairing the following items, if provided as original equipment by Enterprise at the time of vehicle delivery:
 - i. Keys and Key Fobs
 - ii. Fire extinguisher
 - iii. Spare tires, inflator kits
 - iv. Jacks and Jack stands
 - v. First Aid Kit
 - vi. Snow Chains
9. **Agreements of Driver. Driver agrees that:**
- a. He/she will maintain an appropriate, valid driver's license and any necessary medical certificate or certification to operate the Vehicle for its intended use required of any applicable license class, and will at all times comply with all applicable restrictions contained in their license and regulatory restrictions based upon intended use.
 - b. He/she may be asked to participate in a drug testing program. Driver acknowledges Commute with Enterprise may administer this program on behalf of the requesting party and will provide the results of any drug screenings to the Driver's employer or other requesting party as part of the approval process.
 - c. His/her eligibility for the Commute with Enterprise Program and Driver's access to use any Vehicle may be subject to a check, either manually or electronically, of the validity of Driver's official driving record and to the verification of any Vehicle insurance information as may be required by this Agreement or the Commute with Enterprise Program. Such validity checks shall be performed upon periodically as deemed appropriate by Enterprise at its sole discretion.

Any discrepancies discovered concerning the validity of Driver's license could result in Driver's suspension, ineligibility, or elimination from the Commute with Enterprise Program. If Driver wishes to refuse or revoke this authorization then Driver must do so by notifying Enterprise in writing at 600

Corporate Park Drive. St. Louis, MO 63105. Any revocation or refusal may result in suspension or termination from the Commute with Enterprise Program at the sole discretion of Enterprise.

- d. He/she will within twenty-four (24) hours notify Enterprise in the event of
- i. cancellation or lapse of their driver's license or,
 - ii. failing to maintain any required medical certification or
 - iii. termination of their employment;

Without notice from Enterprise, Driver's right to operate the Vehicle is automatically revoked upon the occurrence of any of the items listed in 9(c) above.

- e. He/she warrants and represents that he/she will maintain in his/her presence or in any Vehicle being used or operated any licenses, statements or certifications as may be required by law. For any Vehicle being operated in California, Driver shall keep in the Vehicle a statement, signed under penalty of perjury, that he or she has not been convicted of reckless driving, drunk driving, or a hit-and-run offense in the last five years.
- f. Unless prohibited by law, and except for costs arising from the negligence of Enterprise and its employees, Driver will be responsible for all fines, costs, charges and attorneys' fees paid or to be paid by Enterprise, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Driver consents to the payment of all Fines, Tolls and Violations by Enterprise, its affiliates or a third party on Driver's behalf without advance notice thereof and acknowledges that such payment may prejudice Driver's ability to contest Fines, Tolls and Violations with the applicable authority. Driver agrees Enterprise may provide Driver's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Driver for any such Fines, Tolls and Violations. In addition, Enterprise, its affiliates or a third party may assess a fee of up to \$25 per incident to apply towards all costs incurred in connection with any Fines, Tolls and Violations and their administration, and
- g. He/she will within three (3) days notify Enterprise of the issuance of any citation involving the use or operation of the Vehicle, other than a citation covered in g below.
- h. He/she certifies under penalty of perjury that he or she has not been convicted of any major traffic violations, including but not limited to Drunk Driving, Reckless Driving, or a Hit-and-Run offense, in the past 5 years. Driver further agrees to notify Enterprise within twenty-four (24) hours if he or she is convicted of any other moving violations.
- i. He/she are not allowed to make any additions, alterations or modifications to the Vehicle (including removing the decals) without Enterprise and Space Coast Area Transit's prior written consent.
- j. He/she will promptly and completely provide payment to Driver's Vanpool Coordinator for Driver's portion or share of the Vanpool charges and expenses.
- k. Subject to the terms of paragraph 8 above, Driver will indemnify Enterprise from and against any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) which Enterprise may incur by reason of Driver's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or as a result of any loss, damage, theft, destruction or fraudulent rental of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle unless caused by the sole negligence of Enterprise or its employees. Any and all indemnity provisions shall survive the termination of this Agreement. **DRIVER'S INDEMNITY OBLIGATIONS SHALL NOT APPLY TO THE EXTENT DRIVER IS COVERED UNDER PARAGRAPH 8. .**
10. **Operation outside of the United States.** Vehicle shall not be taken outside of the United States without Enterprise's prior written consent.
11. **Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Driver under this Agreement, Driver hereby assigns to Enterprise Driver's right to receive such payment. Only those amounts actually paid by a third party to Enterprise shall reduce the amount owed by Driver under this Agreement.
12. **Power of Attorney.** Driver hereby grants and appoints to Enterprise a Limited Power of Attorney:
- a. to present insurance claims of any type to Driver's insurance carrier and / or credit card company if:
 - i. Vehicle is damaged, lost or stolen and if Driver fails to pay for any damages; or
 - ii. Any liability claims against Enterprise arise in connection with this rental transaction and Driver fails to defend, indemnify and hold Enterprise harmless from such claims.
 - b. to endorse Driver's name to entitle Enterprise to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.
13. **No Assignment.** Driver may not assign or delegate any of his or her rights, duties or obligations under this Agreement. Driver shall not allow another individual the right to operate the Vehicle, unless such individual has been an approved Driver by Enterprise and such individual has a valid Driver Agreement in place with Enterprise with respect to the Vehicle.

14. **Entire Agreement; Modification.** This Agreement embodies the entire Agreement between the parties except for any Vanpool Coordinator Agreement that Driver may be a party to. Any amendments to this Agreement must be in writing and signed by Enterprise.
15. **Notices.** Except as provided in 9 above, all notices and/or other correspondence under this Agreement must be in writing and delivered in person or sent by email or regular mail to the applicable party at its address set forth on the signature page of this Agreement or to such other address as such party may provide in writing from time to time.
16. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
17. **Limitation of Remedy/No Consequential Damages.** If Enterprise breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Vanpool Coordinator or Driver(s) and if Enterprise would otherwise be liable under applicable law for such breach or Vehicle failure, Enterprise's sole liability to Driver and Driver's sole remedy is limited to the substitution of another similar Vehicle by Enterprise. **DRIVER WAIVES ALL OTHER CLAIMS, INCLUDING FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO VANPOOL COORDINATOR. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO DRIVER.**
18. **Collection and Use of Vehicle Data.** Our vehicles may be equipped with technology that collects and transmits data from your rental vehicle. This may include information collected from event data recorders, global positioning devices, OnStar® systems, or any other similar technology. When installed and where permissible, this technology will enable us to collect and use information such as: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure and fuel status, and other diagnostic and performance information. Once collected, this information may be combined with information you have provided us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of information collected from the rental vehicle may include sharing information with third parties such as service providers, partners, and as explained in our privacy policy. Our use of the information may also include storage of this information after the expiration of your rental agreement. You understand that renting the vehicle does not prohibit Enterprise, as vehicle owner, from obtaining and using data collected from the vehicle. For a more complete description of our privacy practices, please review our privacy policy, available at www.enterprise.com
19. **Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.
20. **Dispute Resolution Provision - Mandatory Arbitration Agreement: DRIVER AND ENTERPRISE EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. Driver AND ENTERPRISE AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO ENTERPRISE'S PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "DRIVER" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF DRIVER'S AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "ENTERPRISE" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. Driver AND ENTERPRISE AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY.** This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Agreement. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Driver only and is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims against or by a third-party insurance company ostensibly providing coverage to Driver or any AAD or the application of Enterprise's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

(1) Procedure. A party must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to the other party. The Notice to Enterprise should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Enterprise and Driver do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Driver or by Enterprise that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at www.adr.org. Except as required by law, neither a party nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both parties.

(2) Arbitrator's Authority: The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.

(3) Arbitration Costs: Driver will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Driver would incur if the claims were filed in court. Enterprise will be responsible for all additional arbitration fees. Driver is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Driver will not be required to reimburse Enterprise for any fees unless the arbitrator finds that the substance of Driver's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Enterprise may seek reasonable attorney's fees. Enterprise will pay all fees and costs it is required by law to pay.

(4) Governing Law and Enforcement: Notwithstanding anything in paragraph 22, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

21. Text & Call. By signing on the front of this Agreement, Driver agrees to the Text&Call Terms and Conditions, and thereby provides express consent for Enterprise or Enterprise's representative to contact Driver at the phone number(s) provided in connection with this Agreement to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Driver's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For questions about privacy, please see paragraph 23, below.
22. **Choice of Law.** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State where this Agreement is executed by Driver without giving effect to the conflict of laws or provisions of such State.
23. **Customer Privacy.** The information you provide to Owner is stored and used in accordance with Owner's privacy policy, which is available at <https://www.enterpriserideshare.com/vanpool/en/privacypolicy.html> which may be amended from time to time and which is incorporated herein by reference. Questions regarding privacy should be directed to: privacy@ehi.com; 1 (877) 858-3884 or Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

Printed Name: _____

Date Signed: _____

Signature: _____

Address: _____

Commute with Enterprise VANPOOL COORDINATOR AND OPTIONAL DRIVER AGREEMENT

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.

Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155 and/or section 817.52 of the Florida Statutes.

This VANPOOL COORDINATOR AGREEMENT (this "Agreement") is made and entered into as of the date of execution on the signature page hereto, by and between **Enterprise Leasing Company of Orlando, LLC** doing business as COMMUTE WITH ENTERPRISE ("Enterprise"), and the individual whose name and address is set forth on the signature page of this Agreement (the "Vanpool Coordinator" or "Coordinator"). Vanpool Coordinator agrees that electronic signatures have the same force and effect as manual signatures.

Enterprise and Vanpool Coordinator agree as follows:

1. **The Vehicle.** During the term of this Agreement, Enterprise will provide the Vanpool Coordinator with the use of the vehicle(s) and optional accessories and other equipment as agreed upon in writing at the time of delivery in the "Vehicle Condition Checklist" (VCC). Enterprise may from time to time at its option substitute a replacement vehicle for the Vehicle and such replacement vehicle will then become the "Vehicle" for purposes of this Agreement.
2. **Ownership of Vehicle; Vanpool Coordinator as Driver.** Enterprise or an entity affiliated with Enterprise is the sole and exclusive owner of the Vehicle and the Vanpool Coordinator has no right, title or interest in or to the Vehicle except as to the use of the Vehicle subject to the terms and conditions of this Agreement. Driver, as used hereinafter, means any individual who has completed the approval process and who has been approved in writing by Enterprise.

If Vanpool Coordinator is also a Driver:

- a. **Vanpool Coordinator agrees that Vanpool Coordinator's eligibility for the Commute with Enterprise Program and Vanpool Coordinator's access to use any Vehicle may be subject to a check, either manually or electronically, of the validity of Vanpool Coordinator's official driving record and to the verification of any Vehicle insurance information as may be required by this Agreement or the Commute with Enterprise Program. Such validity checks shall be performed upon**
 - i. receipt of Vanpool Coordinator's application and prior to approval,
 - ii. the annual anniversary of Vanpool Coordinator's initial membership date and
 - iii. Upon Vanpool Coordinator's driver's license expiration date.

Any discrepancies discovered concerning the validity of Vanpool Coordinator's driver's license could result in Vanpool Coordinator's suspension or elimination from the Commute with Enterprise Program. If Vanpool Coordinator wishes to refuse this authorization then Vanpool Coordinator must do so by notifying Enterprise in writing at 600 Corporate Park Drive, St. Louis, MO 63105. Vanpool Coordinator may also revoke this authorization at any time, upon written notice to Enterprise at 600 Corporate Park Drive, St. Louis, MO 63105. Any revocation or refusal may result in suspension or termination from the Commute with Enterprise Program at the sole discretion of Enterprise.

- b. Enterprise hereby agrees to allow Vanpool Coordinator to use and operate the Vehicle as a Driver upon and subject to the terms and conditions of this Agreement. Vanpool Coordinator understands that Enterprise may terminate Vanpool Coordinator's right to use the Vehicle at any time with or without cause, notwithstanding anything to the contrary provided in paragraph 15.
- c. Vanpool Coordinator hereby assumes and agrees to perform and observe all of the obligations, duties and responsibilities of a Driver under this Agreement. Vanpool Coordinator agrees that Enterprise may from time to time amend this Agreement with notice to Vanpool Coordinator. Vanpool Coordinator shall be responsible for prompt and complete payment for Vanpool Coordinator's portion or share of the Vanpool charges and expenses.

- d. Vanpool Coordinator will maintain an appropriate, valid driver's license and any necessary medical certificate or certification to operate the Vehicle for its intended use required of any applicable license class, and will at all times comply with all applicable restrictions contained in their license and regulatory restrictions based upon intended use.
 - e. Vanpool Coordinator will within twenty-four (24) hours notify Enterprise in the event of any of the following
 - i. cancellation or lapse of their driver's license;
 - ii. failing to maintain any required medical certification or
 - iii. termination of their principal employment.

Without notice from Enterprise, Vanpool Coordinator's right to operate the vehicle is automatically revoked upon the occurrence of any of the items listed in 2(e) above.
 - f. Vanpool Coordinator warrants and represents that he/she will maintain in his/her presence or in any Vehicle being used or operated any licenses, statements or certifications as may be required by law. For any Vehicle being operated in California, Vanpool Coordinator and all Drivers shall keep in the vanpool vehicle a statement, signed under penalty of perjury, that he or she has not been convicted of reckless driving, drunk driving, or a hit-and-run offense in the last five years.
 - g. Vanpool Coordinator will be solely responsible for any citations, and any resulting fines, fees and expenses, in connection with their use or operation of the Vehicle.
 - h. Vanpool Coordinator will within three (3) days notify Enterprise of the issuance of any citation involving the use or operation of the Vehicle.
 - i. Vanpool Coordinator certifies under penalty of perjury that they have not been convicted of Drunk Driving, Reckless Driving, or a Hit-and-Run offense in the past 5 years. Vanpool Coordinator further agrees to notify Enterprise within twenty-four (24) hours if they are convicted of these or any other moving violations.
 - j. Vanpool Coordinator will indemnify Enterprise from and against any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) which Enterprise may incur by reason of Vanpool Coordinator's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or as a result of any loss, damage, theft, destruction or fraudulent rental of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle unless caused by the sole negligence of Enterprise or its employees. Any and all indemnity provisions shall survive the termination of this Agreement. Vanpool Coordinator's indemnity obligations hereunder shall not apply to the extent covered under paragraph 10 hereunder.
 - k. Vanpool Coordinator agrees Vanpool Coordinator received Vehicle in the physical and mechanical condition set forth in the VCC. VANPOOL COORDINATOR SHALL TAKE POSSESSION OF VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND WILL HAVE AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. ENTERPRISE EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. **Term.** The term of this Agreement begins on the date the first Vehicle is delivered to or is made available for pickup by the Vanpool Coordinator, as indicated by the delivery date on the VCC, and continues on a month-to-month basis until terminated as provided below.
4. **Rent**
- a. The Vanpool Coordinator will pay Enterprise rent for the Vehicle in the amount of per month as stated on the VCC, plus applicable taxes, fees, fuel, tolls and required mandatory charges imposed by states, counties, and other governmental authorities. The rent is payable monthly in advance on the fifth (5th) day of the month covered by the statement from Enterprise. Partial months will be pro-rated based on a thirty (30) daymonth.
 - b. The Vanpool Coordinator agrees that Enterprise may change the monthly rent at any time upon forty-five (45) days prior written notice to the Vanpool Coordinator.
 - c. If any financial institution returns the Vanpool Coordinator's check, the Vanpool Coordinator will pay Enterprise a dishonored check fee of the lesser of \$50.00 or the highest amount permitted by applicable law. In addition, if Enterprise receives two (2) dishonored checks from the Vanpool Coordinator during the period of this agreement, then the Vanpool Coordinator will no longer be allowed to submit personal checks as payment. A money order or bank cashier's check will be required.
5. **Additional Obligations of Vanpool Coordinator** - Unless prohibited by law Vanpool Coordinator shall pay Enterprise, its affiliates or agents:
- a. All fines, costs, charges and attorneys' fees paid or to be paid by Enterprise, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Vanpool Coordinator consents to the payment of all Fines, Tolls and Violations by Enterprise, its affiliates or a third party on Vanpool Coordinator's behalf without advance notice thereof and acknowledges that such payment may prejudice Vanpool Coordinator's ability to contest Fines, Tolls and Violations with the applicable authority. Vanpool Coordinator agrees Enterprise may provide Vanpool Coordinator's information to

- applicable authorities and/or third parties to process payment and/or transfer liability to the Vanpool Coordinator for any such Fines, Tolls and Violations. In addition, Enterprise, its affiliates or a third party may assess a fee of up to \$25 per incident to apply towards all costs incurred in connection with any Fines and Violations and their administration.
- b. A Tollpass convenience charge (TCC) (where available) of up to \$2.00 per toll for each occurrence in which Vehicle is operated on a Tollpass Automatic Service covered road and Vehicle operator does not pay an applicable toll. In addition to the TCC, Enterprise or a third party may separately charge Vanpool Coordinator's credit or debit card for each toll (or other charge) not paid by Vehicle operator incurred during the applicable Rental Period at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. A current listing of Tollpass Automatic Service covered roads is available upon request, at "www.htalc.com/enterprise" or (877) 860-1258. Operation of Vehicle on a roadway or bridge not covered by Tollpass Automatic Service where applicable tolls are not paid may subject the Vanpool Coordinator to Fines, Tolls and Violations see Paragraph 5(a) above. VANPOOL COORDINATOR EXPRESSLY AUTHORIZES ENTERPRISE OR ITS AFFILIATE TO TRANSFER COORDINATOR'S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF ALL SUCH AMOUNTS.
 - c. A late charge of 1½% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the issuance of the invoice for the applicable Rental Period.
 - d. All expenses incurred by Enterprise in the collection of amounts due Enterprise under this Agreement or in regaining possession of Vehicle or in enforcing any term or condition of this Agreement, including attorneys' fees, Enterprise's administrative fees, and any other costs or expenses incurred by Enterprise;
 - e. A drop charge equal to the greater of \$100.00 or \$.50 per mile (between the actual return location and originally agreed upon return location), if Vanpool Coordinator returns Vehicle to a location other than the originally agreed upon return location, as stated in the VCC;
 - f. The optional Tollpass service accepted by Vanpool Coordinator provides for the daily rental of a toll collection transponder (Tollpass Transponder Service) or, in some states, the use of video-monitored toll collection services (Tollpass Automatic Service, and together with the Tollpass Transponder Service, collectively the Tollpass Service). In addition to the daily charge for the Tollpass Service, Enterprise, its affiliates or a third party may separately charge Vanpool Coordinator's credit or debit card (or bill Vanpool Coordinator, as applicable, for cash rentals) for each toll (or other charge) incurred using the Tollpass Service during the Rental Period on covered roads within the Tollpass Service area at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. Vanpool Coordinator expressly authorizes Owner or its affiliate to transfer to a third party Vanpool Coordinator's name, address, credit/debit card information, and other data necessary to enable the collection of all such tolls, any other charge(s) in addition to tolls attributed to the transponder and other associated charges incurred during the Rental Period. No credit is provided for days the transponder is not utilized. Tollpass Service has a limited service area; attempting to use the service outside the service area may subject the Vanpool Coordinator and/ or any approved driver to fines and penalties and charges as stated in 5 (a) or (b) . A current listing of Tollpass Service area covered roads is available upon request, at "www.htalc.com/enterprise" or (877) 860-1258.
 - g. The Vehicle License Fee Recovery (VLF REC) which is Enterprise's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon Enterprise or its affiliates to title, register and plate all vehicles in its rental fleet. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.
 - h. IF A CREDIT CARD OR DEBIT CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY, VANPOOL COORDINATOR AUTHORIZES ENTERPRISE TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS AGREEMENT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. FOR A VEHICLE RENTED WITH A CASH, CHECK OR MONEY ORDER DEPOSIT, ANY EXCESS DEPOSIT WILL BE REFUNDED BY CHECK ISSUED WITHIN 15 BUSINESS DAYS OF THE END OF RENTAL PERIOD. All charges are subject to final audit by Enterprise.
 - i. Enterprise will attempt to refund Vanpool Coordinator any amount collected from Vanpool Coordinator that exceeds the aggregate of all of Vanpool Coordinator's obligations to Enterprise within 20 business days after Enterprise has confirmed the full extent of such obligations. For payments made by cash, check or money order, any such excess will be refunded by check.
6. Drivers. The Vanpool Coordinator is fully responsible for ensuring that only individuals who have completed a Driver Application and Agreement with Enterprise and who have been approved by Enterprise in writing will be allowed to use or operate the Vehicle and only as permitted in their Driver Agreement. Enterprise has the continuing right to approve Drivers according to Enterprise's driver qualification standards. The Vanpool Coordinator agrees to remove any Driver who either fails to meet Enterprise's driver qualification standards, or who has operated the Vehicle unsafely, as determined by Enterprise. The Vanpool Coordinator acknowledges and agrees that they have no rights or permission to drive the Vehicle unless they
- a. have completed the separate Driver Application and Agreement or
 - b. have selected the Optional Driver selection in this Agreement and
 - c. have been approved in writing by Enterprise as a Driver.
7. Use of Vehicle.
- a. The Vehicle will be used solely to pick up, transport and deliver other vanpool/carpool participants to and from their residences (or other similar locations agreed to by the Vanpool Coordinator, as set forth in this

Agreement) and their places of employment. The Drivers may use the Vehicle for occasional and limited personal use so long as the total of personal miles plus commute miles for the month do not exceed the monthly mileage allowance for the Vehicle. The Drivers will at all times operate the Vehicle in accordance with all applicable laws, rules and regulations and will not operate the Vehicles in an unsafe manner or when the Vehicle is in an unsafe condition or if the Vehicle's mechanical condition is in doubt. Driver agrees to notify Enterprise in writing of any such concerns or issues. No smoking will be allowed in any Vehicle. A fee to clean the Vehicle's interior upon return may be charged if there are excessive stains, pet hair/fur, trash, odors or other soilage.

- b. **The Vanpool Coordinator agrees not to use (if Vanpool Coordinator is also a Driver) or allow use of the Vehicle under any of the following conditions:**
- i. Vehicle shall not be driven by any person other than an Enterprise-approved Driver.
 - ii. Vehicle shall not be used for transporting persons for hire; as a school bus; or for driver training.
 - iii. Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property.
 - iv. Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.
 - v. Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside of the passenger compartment.
 - vi. Vanpool Coordinator shall not remove any seats from Vehicle.
 - vii. Vehicle shall not be driven by any person under the influence or impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
 - viii. Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and / or guidelines.
 - ix. Vehicle shall not be driven or taken outside the United States unless authorized by Enterprise.
 - x. Vehicle shall not be driven, except in an emergency, upon other than paved public highways or paved or suitable graded private roads or driveways, or over bridges posted for a maximum weight of three (3) tons or less;
 - xi. Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Enterprise; or who misrepresents or withholds facts to/from Enterprise material to rental, use or operation of Vehicle.
 - xii. Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
 - xiii. Vehicle shall not be driven outside of a two hundred (200) mile radius of the applicable Driver's home.
 - xiv. Vehicle shall not be parked overnight, other than at a Driver's residence, unless stated in the VCC.
 - xv. Vehicle shall not be operated without making reasonable effort to ensure that all occupants including the Driver are wearing their seat belts.
 - xvi. Vehicle shall not be used or operated to transport groups, such as church groups, scout troops, athletic teams, or any other non-profit organizations.
- c. In the event of any violation of the limits on use or any other provision of this Agreement, Enterprise automatically, without any further notice to Vanpool Coordinator or Driver(s), terminates their right to use Vehicle and Enterprise retains any other rights and remedies provided by law. Enterprise has the right to seize Vehicle without legal process or notice to Vanpool Coordinator or any Driver. Vanpool Coordinator hereby waives all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Enterprise in returning Vehicle to the original rental office.
- d. If Vanpool Coordinator or any Driver(s) continue to operate Vehicle after the right to do so is terminated, Enterprise has the right to notify police Vehicle has been stolen. Vanpool Coordinator hereby releases and discharges Enterprise from and will indemnify, defend and hold Enterprise harmless against any liability arising from such notice. Vanpool Coordinator remains responsible for all charges, costs, taxes, fees and obligations as set forth in Paragraph 5.
- e. If Vehicle has a seating capacity of ten (10) or more including the driver, the following is applicable:

U.S. DEPARTMENT OF TRANSPORTATION LARGE VAN ADVISORY

The risk of a rollover crash in a 15-passenger van dramatically increases as the number of occupants increases to full capacity. Placing a load on the roof also contributes to this increased risk of rollover. These two conditions change the van's center of gravity. As a result, the van has less resistance to rollover and handles differently from other passenger vehicles making it more difficult to control in an emergency situation. Most vehicle rollovers are single vehicle crashes in which the vehicle runs off the road and overturns when it strikes a ditch, embankment, soft soil, or other object.

TIPS FOR PREVENTING ROLLOVER

Drivers must be well rested and maintain a safe speed for weather and road conditions. Drivers must be especially cautious on *curved* rural roads and maintain a safe speed to avoid running off the road. If the van's wheels drop off the roadway, *gradually* reduce speed and steer back onto the roadway when it is safe to do so.

BUCKLE UP FOR SAFETY

Eighty percent of people killed in rollover crashes in 15-passenger vans were not wearing seat belts. Passengers can dramatically reduce their risk of being killed or seriously injured in a rollover crash by simply using their seat belts. All vehicle occupants should always wear seatbelts. Drivers should be responsible for enforcing the use of seatbelts.

OTHER TIPS FOR SAFE DRIVING

When a 15-passenger van is not full, passengers should sit in seats that are in front of the rear axle. More than 15 people should never be allowed to ride in a 15-passenger van. Because 15-passenger vans are substantially longer and wider than cars, they: require more space and additional reliance on the side-view mirrors for passing; do not respond as well to abrupt steering maneuvers; require additional braking time.

8. **No Agency or Employment Arrangement.** The Vanpool Coordinator and Enterprise are independent parties participating with one another in a vanpool/carpool arrangement and neither party shall be an agent, servant or employee of the other. Nothing in this Agreement shall establish any joint venture or other such relationship between Enterprise and Vanpool Coordinator.
9. **Maintenance**
 - a. The Vanpool Coordinator agrees to maintain the Vehicle in safe, clean condition and in accordance with the manufacturers recommended maintenance guidelines and or the Enterprise recommended maintenance requirements and all legal requirements. Vanpool Coordinator is required to perform a daily inspection of each Vehicle, including
 - i. inspecting the Vehicle to identify any damage or potential safety concern
 - ii. inspecting headlights, running lights, brake lights and turn signals and ensuring proper operation,
 - iii. checking and maintaining all fluid levels,
 - iv. checking tires to ensure proper tread depth and tire wear and
 - v. checking tire pressure and maintaining tire pressure per the manufacturer's recommendations.
 - b. Vanpool Coordinator will not permit the operation of any Vehicle if there is any concern regarding the safe operation of such Vehicle or maintenance issues which could cause damage to the Vehicle. In the event access to a Vehicle is needed for a manufacturer recall, Vanpool Coordinator shall make the Vehicle available to Enterprise immediately. Enterprise agrees to pay directly or reimburse Vanpool Coordinator for all maintenance and repair expenses (other than gasoline and washes which are the responsibility of the Vanpool Coordinator) incurred in connection with the normal use and operation of the Vehicle in accordance with the terms of this Agreement. Maintenance that exceeds normal wear and tear standards would be the responsibility of the Vanpool Coordinator. Enterprise shall provide a VCC which will be used to determine vehicle condition at the time of delivery and at time of return of the vehicle.
 - c. Except in an emergency,
 - i. all maintenance and repair work on the Vehicle must be performed only at facilities selected or approved by Enterprise and
 - ii. The Vanpool Coordinator must obtain Enterprise's express authorization prior to having maintenance or repair work performed. The Vanpool Coordinator will permit representatives of Enterprise to inspect the Vehicle at any time. If the Vehicle becomes inoperable, Enterprise will provide the Vanpool Coordinator with substitute transportation.
 - d. The Vanpool Coordinator agrees that they will not make any additions, alterations or modifications to the Vehicle (including removal of the decals) without Enterprise's prior written consent.
 - e. Vanpool Coordinator hereby acknowledges receipt of the manufacturer's owner's manual for the Vehicle and agrees to retain a copy of the manual. Vanpool Coordinator agrees to give notice to Enterprise in writing of the loss of the owner's manual so that a replacement may be provided.
 - f. Vanpool Coordinator agrees to give notice to Enterprise in writing of any problems or concerns, safety or otherwise, related to the Vehicle.
10. **Insurance and Risk of Loss.**
 - a. During the term of this Agreement, and while the vehicle is operated during Vanpool Coordinator or Driver's
 - i. Commute to or from the Vanpool Coordinator's regular workplace location, which shall include picking up and dropping off other passengers
 - ii. Movement of Vehicle to a maintenance or repair facility,
 - iii. Movement of Vehicle to an Enterprise location for replacement or return,
 - iv. Movement to a refueling or car wash facility in the normal course of a commute,Enterprise will, at its expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage and Uninsured/Underinsured Motorist Coverage with no deductible in the amount stated on the VCC applicable to the Vehicle. At its option, Enterprise may provide this insurance coverage either through a third party insurance carrier or through self-insurance.
 - b. This insurance will not apply to
 - i. any obligation for which a Driver, employer or any insurance carrier may be responsible or held liable under any Worker's Compensation law or any similar law, rule or regulation;

- ii. no fault benefits or personal injury protection (unless required by law), and the Vanpool Coordinator waives any right the Vanpool Coordinator may have to claim these benefits from this insurance;
 - iii. any obligation assumed by a Driver under any express or implied contract or agreement;
 - iv. any liability of a Driver, or any employer of a Driver, arising while the Vehicle is being operated or used in violation of any of the terms of this Agreement; or
 - v. the extent a claim is not covered under or excluded by the applicable policy of insurance.
- c. Subject to the limits on use outlined in Paragraph 7 above, if Vehicle is used or operated for any purpose not specifically set forth in 10 (a) i-iv above, Enterprise will, at its own expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage with no deductible in the amount of the lesser of \$250,000 combined single limit per claim or the limits set forth on the VCC. Uninsured/Underinsured Motorist Coverage shall be maintained with no deductible in the amount of the lesser of \$100,000 combined single limit per claim or the limits set forth on the VCC. At its option, Enterprise may provide this insurance coverage either through a third party insurance carrier or through self-insurance.
- d. The condition of Vehicle will be documented on the VCC at time of delivery. With the exception of the items listed in 10 (h) below, Enterprise agrees, subject to the actions set forth below, to contractually waive Vanpool Coordinator's responsibility for all of the cost of additional damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence, except to the extent such loss or damage occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement, including, but not limited to, section 7 hereinabove. The Vanpool Coordinator and the applicable Driver will be responsible for any loss of or damage to the Vehicle which occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle.
- e. In addition the Vanpool Coordinator and the applicable Driver, to the extent allowable by law, will be responsible for all loss of or damage to the Vehicle which results from
- i. leaving the Vehicle and failing to remove all keys (unless directly instructed to do so by Enterprise related to maintenance or a breakdown);
 - ii. failing to close and lock all doors and windows;
 - iii. leaving the Vehicle parked in a parking lot or other location where it has been previously vandalized or damaged, or
 - iv. Otherwise contributing to the vandalism or theft of the Vehicle.
- f. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Vanpool Coordinator and any authorized Driver must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Vanpool Coordinator and Driver shall cooperate fully with Enterprise and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Vanpool Coordinator consents to Enterprise or its representatives retrieving and using such data from the EDR.
- g. The insurance and protections provided by this paragraph 10 applies only to the Vehicle and the use and operation of the Vehicle by a Driver.
- h. Vanpool Coordinator will be responsible for the cost of replacing or repairing the following items
- i. Keys and Key Fobs
 - ii. Fire extinguisher
 - iii. Spare tires, inflator kits
 - iv. Jacks and jack stands
 - v. First Aid Kit
 - vi. Snow Chains
11. **Titling and Registration of Vehicle.** Enterprise will title, register and license the Vehicle.
12. **Operation outside of the United States.** Vehicle shall not be taken outside of the United States without Enterprise's prior written consent.
13. **Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Vanpool Coordinator under this Agreement, Vanpool Coordinator hereby assigns to Enterprise Vanpool Coordinator's right to receive such payment. Only those amounts actually paid by a third party to Enterprise shall reduce the amount owed by Vanpool Coordinator under this Agreement.
14. **Power of Attorney.** Vanpool Coordinator hereby grants and appoints to Enterprise a Limited Power of Attorney:
- a. to present insurance claims of any type to Vanpool Coordinator's insurance carrier and / or credit card company if:
 - i. Vehicle is damaged, lost or stolen and if Vanpool Coordinator fails to pay for any damages; or

- ii. Any liability claims against Enterprise arise in connection with this rental transaction and Vanpool Coordinator fails to defend, indemnify and hold Enterprise harmless from such claims.
- b. to endorse Vanpool Coordinator's name to entitle Enterprise to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

The foregoing power of attorney is binding on Driver and his/her successor and assigns and is coupled with an interest and shall be irrevocable until all of Driver's obligations under this Agreement have been paid and performed in full.

15. **Termination.** This Agreement shall be terminated by:
 - a. The Vanpool Coordinator giving Enterprise thirty (30) days notice **in writing**; once the notice has been submitted in writing by mail or fax, it is the Vanpool Coordinator's responsibility to verify that it has been received by Enterprise. The 30-day notice period will begin from the time that Enterprise has **received the notice in writing**.
 - b. Enterprise giving thirty (30) day's notice in writing to the Vanpool Coordinator, without cause; or
 - c. Enterprise giving twenty-four (24) hour's notice in writing to the Vanpool Coordinator for cause (including, but not limited to);
 - i. the Vanpool Coordinator's failure to pay any of the charges under this Agreement when due; and
 - ii. Vanpool Coordinator or any Driver's breach of any of the other terms, provisions or conditions of this Agreement; and
 - iii. Vanpool Coordinator (if approved as a Driver) or any Driver's operation of the Vehicle unsafely, as determined by Enterprise).
 - d. Termination of this Agreement, for any reason, shall not relieve Vanpool Coordinator of any payment obligations as set forth in this Agreement.
 - e. Termination of this Agreement may, in the sole discretion of Enterprise, automatically terminate any Driver Agreement held by an individual or individuals participating as Drivers in Vanpool Coordinator's vanpool. Enterprise shall have the right, but not the obligation, to so terminate all or some of such Driver Agreements.
 - f. Whenever Vanpool Coordinator fails to return the vehicle to Enterprise within five days after the term of this Agreement has expired, that person shall be presumed to have embezzled the vehicle. Enterprise may notify police said vehicle has been stolen and Vanpool Coordinator releases and discharges Enterprise from any liability and all claims of any nature arising therefrom. Enterprise has the right to seize, without legal process, at any place the rented vehicle after twenty-four (24) hours notice has been given to Vanpool Coordinator regardless of whether the vehicle is presumed embezzled and Vanpool Coordinator waives all claims for damages connected with such seizure or repossession.
16. **Return of Vehicle.** The Vanpool Coordinator agrees to return the Vehicle upon termination of this Agreement or upon the demand of Enterprise. Vanpool Coordinator agrees to return the Vehicle to the location indicated on the VCC or other location as designated by Enterprise in writing, in the same condition as when delivered, except for ordinary wear and tear and damage which is the subject of a pending physical damage claim for which Vanpool Coordinator's responsibility has been contractually waived pursuant to paragraph 10(d) of this Agreement. Upon delivery and return of the Vehicle, the Vanpool Coordinator and Enterprise will inspect the Vehicle and jointly sign the VCC. The Vanpool Coordinator is solely responsible, at their own time and expense, for retrieving any and all personal items left in the Vehicle.
17. **Changing Vehicles.** If the Vanpool Coordinator decides to change to a different size Vehicle (subject to availability) due to a permanent change in the number of riders in the Vehicle, the Vanpool Coordinator agrees to return, at their own time and expense, the original Vehicle back to the Enterprise address listed on the VCC. Upon return of the Vehicle to Enterprise, the Vanpool Coordinator and Enterprise will inspect the Vehicle and jointly sign the VCC. Enterprise and the Vanpool Coordinator will inspect a new Vehicle and jointly sign a new VCC for that Vehicle. The Vanpool Coordinator is solely responsible, at their own time and expense, for retrieving any and all personal items left in the Vehicle.
18. **No Assignment.** The Vanpool Coordinator may not sublease the Vehicle. The Vanpool Coordinator cannot assign or delegate any of his or her rights, duties or obligations under this Agreement.
19. **Entire Agreement; Modification.** This Agreement embodies the entire Agreement between the parties except for the Rental Contract and any Driver Agreement that Vanpool Coordinator may be a party to. Any amendments to this Agreement must be in writing and signed by Enterprise.
20. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
21. **Notices.** Except as provided in 15(a) above, all notices and/or other correspondence under this Agreement must

be in writing and delivered in person or sent by email or regular mail to the applicable party at its address set forth in the application or to such other address as such party may provide in writing from time to time. Enterprise may also provide notice by posting information to www.commutewithenterprise.com

22. **Waiver.** No extension given by Enterprise of the time for payment of any monthly payments hereunder, no waiver by Enterprise of any default of the Vanpool Coordinator hereunder, and no failure of Enterprise to enforce its rights against the Vanpool Coordinator for any breach of this Agreement by the Vanpool Coordinator, shall be construed as a waiver on the part of Enterprise of any subsequent breach or default, or impair Enterprise's rights to require strict performance by the Vanpool Coordinator of all the terms and conditions stated herein.
23. **Mileage Provisions.** Monthly rate is based on the allotted commute miles per month as stated in the VCC. Over-mileage will be calculated as the difference between the allotted commute miles and the actual mileage traveled. The actual mileage is the difference between the check-out odometer reading on the VCC and the monthly reported mileage and/or the final check-in odometer reading. Over mileage will be charged to the Vanpool Coordinator at a rate not greater than the amount set forth in the VCC. These fees may be collected from the Vanpool Coordinator periodically, but no later than the time at which the vehicle is returned by the Vanpool Coordinator to Enterprise at the address listed on the VCC.
24. **No Authorization to Drive.** Execution of this Agreement between Enterprise and the Vanpool Coordinator does not authorize the Vanpool Coordinator to drive the Vehicle, unless the Optional Driver selection is appropriately made during the application process and Enterprise approves Vanpool Coordinator as a Driver. If such selection is not made, the Vanpool Coordinator is not authorized to drive the Vehicle (or covered by any of the insurance on the Vehicle) unless they complete a Driver Application and Agreement and are authorized in writing by Enterprise as a Driver (separate from this Agreement).
25. **Limitation of Remedy/No Consequential Damages.** If Enterprise breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Vanpool Coordinator or Driver(s) and if Enterprise is liable under applicable law for such breach or Vehicle failure, Enterprise's sole liability to Vanpool Coordinator and Driver(s) and Vanpool Coordinator's and Driver(s)' sole remedy is limited to the substitution of another similar Vehicle by Enterprise to Vanpool Coordinator and to recovery by Vanpool Coordinator of the pro rata rental rate for the period in which Vanpool Coordinator did not have use of Vehicle or substitute Vehicle. **VANPOOL COORDINATOR WAIVES ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO VANPOOL COORDINATOR. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO VANPOOL COORDINATOR.**
26. **Collection and Use of Vehicle Data.** Our vehicles may be equipped with technology that collects and transmits data from your rental vehicle. This may include information collected from event data recorders, global positioning devices, OnStar® systems, or any other similar technology. When installed and where permissible, this technology will enable us to collect and use information such as: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure and fuel status, and other diagnostic and performance information. Once collected, this information may be combined with information you have provided us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of information collected from the rental vehicle may include sharing information with third parties such as service providers, partners, and as explained in our privacy policy. Our use of the information may also include storage of this information after the expiration of your rental agreement. You understand that renting the vehicle does not prohibit Enterprise, as vehicle owner, from obtaining and using data collected from the vehicle. For a more complete description of our privacy practices, please review our privacy policy, available at www.enterprise.com.
27. **Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.
28. **Text & Call.** By signing on the front of this Agreement, Vanpool Coordinator agrees to the Text & Call Terms and Conditions, and thereby provides express consent for Enterprise or Enterprise's representative to contact Vanpool Coordinator at the phone number(s) provided in connection with this Agreement to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Vanpool Coordinator's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For questions about privacy, please see paragraph 31, below.
29. **Dispute Resolution Provision - Mandatory Arbitration Agreement;** VANPOOL COORDINATOR AND ENTERPRISE EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. VANPOOL COORDINATOR AND ENTERPRISE AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO ENTERPRISE'S PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "VANPOOL COORDINATOR" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF Vanpool Coordinator's AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "ENTERPRISE" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES,

PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. VANPOOL COORDINATOR AND ENTERPRISE AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Agreement. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Vanpool Coordinator only and is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims against or by a third-party insurance company ostensibly providing coverage to Vanpool Coordinator or any AAD or the application of Enterprise's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

1. **Procedure.** A party must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to the other party. The Notice to Enterprise should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Enterprise and Vanpool Coordinator do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Vanpool Coordinator or by Enterprise that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at www.adr.org. Except as required by law, neither a party nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both parties.
 2. **Arbitrator's Authority:** The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.
 3. **Arbitration Costs:** Vanpool Coordinator will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Vanpool Coordinator would incur if the claims were filed in court. Enterprise will be responsible for all additional arbitration fees. Vanpool Coordinator is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Vanpool Coordinator will not be required to reimburse Enterprise for any fees unless the arbitrator finds that the substance of Vanpool Coordinator's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Enterprise may seek reasonable attorney's fees. Enterprise will pay all fees and costs it is required by law to pay
 4. **Governing Law and Enforcement:** Notwithstanding anything in paragraph 30, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.
30. **Choice of Law.** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the state where the vehicle(s) are required to be returned as stated in the VCC.

31. **Customer Privacy.** The information you provide to Enterprise is stored and used in accordance with Enterprise's privacy policy, which is available at <https://www.commutewithenterprise.com/en/privacy-policy.html> which may be amended from time to time and which is incorporated herein by reference. Questions regarding privacy should be directed to: privacy@ehi.com; 1 (877) 858-3884 or Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

[TO BE COMPLETED BY VANPOOL COORDINATOR/DRIVER]

Printed Name: _____

Date Signed: _____

Signature: _____

Address:

Commute with Enterprise

DRIVER AGREEMENT

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.

Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155 and/or section 817.52 of the Florida Statutes.

This DRIVER AGREEMENT (this "Agreement") is made and entered into by and between Enterprise Leasing Company of Orlando, LLC., doing business as Commute with Enterprise ("Enterprise"), and the individual whose name and address is set forth on the signature page of this Agreement (the "Driver"). Driver is further defined as an individual who has completed this Agreement and who has been approved by Enterprise in writing to operate the Vehicle and only as permitted in this Agreement. Driver agrees that electronic signatures have the same force and effect as manual signatures.

Enterprise and Driver agree as follows:

1. **Vanpool Coordinator.** For purposes of this Agreement, Vanpool Coordinator is defined as the person who enters into a Vanpool Coordinator Agreement with Enterprise and signs the Vehicle Condition Checklist ("VCC") attached thereto.
2. **The Vehicle.** During the term of this Agreement and subject to the terms of the applicable Vanpool Coordinator Agreement, Enterprise will provide a Vanpool Coordinator with the use of the vehicle(s) identified in the Vanpool Coordinator's VCC ("Vehicle"). A Vanpool Coordinator may grant use of Vehicle to an approved Driver. Enterprise may from time to time at its option substitute a replacement vehicle for the Vehicle and such replacement vehicle will then become the "Vehicle" for purposes of this Agreement.
3. **Ownership of Vehicle.** Enterprise or an entity affiliated with Enterprise is the sole and exclusive owner of the Vehicle and Driver does not have any right, title or interest in or to the Vehicle except as to the use of the Vehicle subject to the terms and conditions of this Agreement.
4. **No Agency or Employment Arrangement.** Driver is an independent party participating with others in a vanpool/carpool arrangement and is not an agent, servant or employee of Enterprise. Enterprise is not an agent of Driver. Nothing in this Agreement shall establish any joint venture or other such relationship between Enterprise and Driver or Vanpool Coordinator.
5. **Rental Period and Driver's Rights.** The Rental Period begins on the date the first Vehicle is delivered to or is made available for pickup by the Vanpool Coordinator associated with the Vehicle and continues on a month-to-month basis until terminated under the applicable Vanpool Coordinator Agreement. Enterprise hereby agrees to allow Driver to use and operate the Vehicle as a Driver upon and subject to the terms and conditions of this Agreement. Driver understands that Enterprise may terminate Driver's right to use the Vehicle at any time with or without cause.
6. **Driver's Responsibilities.** Driver hereby consents and agrees to the terms of this Agreement. Driver hereby assumes and agrees to perform and observe all of the obligations, duties and responsibilities of a Driver under this Agreement. Driver agrees that Enterprise may from time to time amend this Agreement with notice to Driver. Driver shall be responsible for prompt and complete payment to Driver's Vanpool Coordinator for Driver's portion or share of the Vanpool charges and expenses.
7. **Use of Vehicle.**
 - a. The Vehicle will be used solely to pick up, transport and deliver individuals who participate in a vanpool/carpool arrangement to and from their residences (or other similar locations agreed to by the Vanpool Coordinator, as set forth in the Vanpool Coordinator Agreement, and the passengers) and their

places of employment. The Driver may use the Vehicle for occasional and limited personal use so long as the total of personal miles plus commute miles for the month does not exceed the monthly mileage allowance for the Vehicle. The Driver will at all times operate the Vehicle in accordance with all applicable laws, rules and regulations. Driver will not operate any Vehicle if there is any concern regarding the safe operation of such Vehicle or maintenance issues which could cause damage to the Vehicle. No smoking will be allowed in any Vehicle. A fee to clean the Vehicle's interior upon return may be charged if there are excessive stains, pet hair/fur, trash, odors or other soilage.

- a. Driver agrees not to use the Vehicle or allow use of, the Vehicle under any of the following conditions:
 - i. Vehicle shall not be driven by any person other than an Enterprise-approved Driver.
 - ii. Vehicle shall not be used for transporting persons for hire; as a school bus; or for driver training. The costs of the vanpool/carpool shall be borne by the participants without a profit to Vanpool Coordinator or Driver.
 - iii. Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property
 - iv. Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.
 - v. Vehicle shall not be used to carry passengers in excess of the number of seat belts provided with the vehicle at the time of delivery or outside of the passenger compartment.
 - vi. Driver shall not remove any seats from Vehicle.
 - vii. Vehicle shall not be driven by any person under the influence or impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
 - viii. Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and / or guidelines.
 - ix. Vehicle shall not be driven or taken outside the United States unless authorized by Enterprise.
 - x. Vehicle shall not be driven, except in an emergency, upon other than paved public highways or paved or suitable graded private roads or driveways, or over bridges posted for a maximum weight of three (3) tons or less;
 - xi. Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Enterprise; or who misrepresents or withholds facts to/from Enterprise material to rental, use or operation of Vehicle.
 - xii. Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
 - xiii. Vehicle shall not be driven outside of a two hundred (200) mile radius of the applicable Driver's home.
 - xiv. Vehicle shall not be parked overnight, other than at a Driver's residence, unless so stated in the VCC
 - xv. Vehicle shall not be operated without making reasonable effort to ensure that all occupants including the Driver are wearing their seat belts.
 - xvi. Vehicle shall not be used or operated to transport groups, such as church groups, scout troops, athletic teams, or any other non-profit organizations.
- b. In the event of any violation of the limits on use or any other provision of this Agreement, Enterprise automatically, without any further notice to Driver, terminates their right to use Vehicle and Enterprise retains any other rights and remedies provided by law. Enterprise has the right to seize Vehicle without legal process or notice to Driver. Driver hereby waives all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Enterprise in returning Vehicle to the original rental office.
- c. If Driver continues to operate Vehicle after the right to do so is terminated, Enterprise has the right to notify police Vehicle has been stolen. Driver hereby releases and discharges Enterprise from and indemnifies, defend and hold Enterprise harmless against any liability arising from such notice.
- d. If Vehicle has a seating capacity of ten (10) or more including the driver, the following is applicable:

U.S. DEPARTMENT OF TRANSPORTATION LARGE VAN ADVISORY

The risk of a rollover crash in a 15-passenger van dramatically increases as the number of occupants increases to full capacity. Placing a load on the roof also contributes to this increased risk of rollover. These two conditions change the van's center of gravity. As a result, the van has less resistance to rollover and handles differently from other passenger vehicles making it more difficult to control in an emergency situation. Most vehicle rollovers are single vehicle crashes in which the vehicle runs off the road and overturns when it strikes a ditch, embankment, soft soil, or other object.

TIPS FOR PREVENTING ROLLOVER

Drivers must be well rested and maintain a safe speed for weather and road conditions. Drivers must be especially cautious on *curved* rural roads and maintain a safe speed to avoid running off the road. If the van's wheels drop off the roadway, *gradually* reduce speed and steer back onto the roadway when it is safe to do so.

BUCKLE UP FOR SAFETY

Eighty percent of people killed in rollover crashes in 15-passenger vans were not wearing seat belts. Passengers can dramatically reduce their risk of being killed or seriously injured in a rollover crash by simply using their seat belts. All vehicle occupants should always wear seatbelts. Drivers should be responsible for enforcing the use of seatbelts.

OTHER TIPS FOR SAFE DRIVING

When a 15-passenger van is not full, passengers should sit in seats that are in front of the rear axle. More than 15 people should never be allowed to ride in a 15-passenger van. Because 15-passenger vans are substantially longer and wider than cars, they require more space and additional reliance on the side-view mirrors for passing; do not respond as well to abrupt steering maneuvers; require additional braking time.

8. Insurance and Risk of Loss.

- a. During the term of this Agreement, and while the vehicle is operated during Driver's
 - i. Commute to or from the Driver's regular workplace location, which shall include picking up and dropping off other passengers
 - ii. Movement of Vehicle to a maintenance or repair facility,
 - iii. Movement of Vehicle to an Enterprise location for replacement or return,
 - iv. Movement to a refueling or car wash facility in the normal course of a commute,Enterprise will, at its expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage and Uninsured/Underinsured Motorist Coverage with no deductible in the amount stated on the VCC applicable to the Vehicle. At its option, Enterprise may provide this insurance coverage either through a third party insurance carrier or through self-insurance.
- b. This insurance will not apply to
 - i. any obligation for which a Driver, employer or any insurance carrier may be responsible or held liable under any Worker's Compensation law or any similar law, rule or regulation;
 - ii. no fault benefits or personal injury protection (unless required by law), and the Driver expressly waive any right the Driver may have to claim these benefits from this insurance;
 - iii. any obligation assumed by a Driver under any express or implied contract or agreement;
 - iv. any liability of a Driver, or any employer of a Driver, arising while the Vehicle is being operated or used in violation of any of the terms of this Agreement; or
 - v. the extent a claim is not covered under or excluded by the applicable policy of insurance.
- c. Subject to the limits on use outlined in Paragraph 7 above, if Vehicle is used or operated for any purpose not specifically set forth in 10 (a) i-iv above, Enterprise will, at its own expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage with no deductible in the amount of the lesser of \$250,000 combined single limit per claim or the limits set forth on the VCC. Uninsured/Underinsured Motorist Coverage shall be maintained with no deductible in the amount of the lesser of \$100,000 combined single limit per claim or the limits set forth on the VCC. At its option, Enterprise may provide this insurance coverage either through a third party insurance carrier or through self-insurance.
- d. The condition of Vehicle will be documented on the VCC at time of delivery. With the exception of the items listed in 8 (h) below, Enterprise agrees, subject to the actions set forth below, to contractually waive Driver's responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence, except to the extent such loss or damage occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement, including, but not limited to, section 7 hereinabove. The driver who was operating the Vehicle at the time of loss or damage will be responsible for any loss of or damage to the Vehicle
 - i. which does not result from a collision or peril which would be insured against by standard comprehensive automobile physical damage insurance or
 - ii. which occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle.
- e. In addition the Driver, to the extent allowable by law, will be responsible for all loss of or damage to the Vehicle which results from
 - i. leaving the Vehicle and failing to remove all keys (unless directly instructed to do so by Enterprise related to maintenance or a breakdown);

- ii. failing to close and lock all doors and windows;
- iii. leaving the Vehicle parked in a parking lot or other location where it has been previously vandalized or damaged, or
- iv. otherwise contributing to the vandalism or theft of the Vehicle.

- f. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Driver must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Driver shall cooperate fully with Enterprise and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Driver consents to Enterprise or its representatives retrieving and using such data from the EDR
- g. The insurance and protections provided by this paragraph 8 apply only to the Vehicle and the use and operation of the Vehicle by the Driver.
- h. The Driver is responsible for the replacement of keys and/or key fobs. Additionally, if indicated as included in delivery on the VCC, the Driver will be responsible for the cost of replacing or repairing the following items:
 - i. Fire extinguisher
 - ii. Spare tires, inflator kits
 - iii. Jacks and jack stands
 - iv. First Aid Kit
 - v. Snow Chains

9. Agreements of Driver. Driver agrees that:

- a. they will maintain an appropriate, valid driver's license and any necessary medical certificate or certification to operate the Vehicle for its intended use required of any applicable license class, and will at all times comply with all applicable restrictions contained in their license and regulatory restrictions based upon intended use.
- b. Drivers eligibility for the Commute with Enterprise Program and Driver's access to use any Vehicle may be subject to a check, either manually or electronically, of the validity of Driver's official driving record and to the verification of any Vehicle insurance information as may be required by this Agreement or the Commute with Enterprise Program. Such validity checks shall be performed upon
 - i. receipt of Driver's application and prior to approval,
 - ii. the annual anniversary of Driver's initial membership date and
 - iii. Upon Driver's driver's license expiration date.

Any discrepancies discovered concerning the validity of Driver's license could result in Driver's suspension or elimination from the Commute with Enterprise Program. If Driver wishes to refuse or revoke this authorization then Driver must do so by notifying Enterprise in writing at 600 Corporate Park Drive, St. Louis, MO 63105. Any revocation or refusal may result in suspension or termination from the Commute with Enterprise Program at the sole discretion of Enterprise.

- c. they will within twenty-four (24) hours notify Enterprise in the event of
 - i. cancellation or lapse of the their driver's license or,
 - ii. failing to maintain any required medical certification or
 - iii. termination of their principal employment;

Without notice from Enterprise, Driver's right to operate the vehicle is automatically revoked upon the occurrence of any of the items listed in 9(c) above.
- d. He/she warrants and represents that he/she will maintain in his/her presence or in any Vehicle being used or operated any licenses, statements or certifications as may be required by law. For any Vehicle being operated in California, Driver shall keep in the vanpool vehicle a statement, signed under penalty of perjury, that he or she has not been convicted of reckless driving, drunk driving, or a hit-and-run offense in the last five years.
- e. they will be solely responsible for all fines, costs, charges and attorneys' fees paid or to be paid by Enterprise, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Driver consents to the payment of all Fines, Tolls and Violations by Enterprise, its affiliates or a third party on Driver's behalf without advance notice thereof and acknowledges that such payment may prejudice Driver's ability to contest Fines, Tolls and Violations with the applicable authority. Driver agrees Enterprise may provide Driver's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Driver for any such Fines, Tolls and Violations. In addition, Enterprise, its affiliates or a third party may assess a fee of up

to \$25 per incident to apply towards all costs incurred in connection with any Fines, Tolls and Violations and their administration, and

- f. they will within three (3) days notify Enterprise of the issuance of any citation involving the use or operation of the Vehicle.
- g. He/she certifies under penalty of perjury that he or she has not been convicted of any major traffic violations, including but not limited to Drunk Driving, Reckless Driving, or a Hit-and-Run offense, in the past 5 years. Driver further agrees to notify Enterprise within twenty-four (24) hours if he or she is convicted of any other moving violations.
- h. they are not allowed to make any additions, alterations or modifications to the Vehicle (including removing the decals) without Enterprise's prior written consent.
- i. they will promptly and completely provide payment to Driver's Vanpool Coordinator for Driver's portion or share of the Vanpool charges and expenses.

Driver will indemnify Enterprise from and against any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) which Enterprise may incur by reason of Driver's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or as a result of any loss, damage, theft, destruction or fraudulent rental of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle unless caused by the sole negligence of Enterprise or its employees. Any and all indemnity provisions shall survive the termination of this Agreement. Driver's indemnity obligations hereunder shall not apply to the extent Driver is covered under paragraph 8 hereunder.

10. **Operation outside of the United States.** Vehicle shall not be taken outside of the United States without Enterprise's prior written consent.
11. **Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Driver under this Agreement, Driver hereby assigns to Enterprise Driver's right to receive such payment. Only those amounts actually paid by a third party to Enterprise shall reduce the amount owed by Driver under this Agreement.
12. **Power of Attorney.** Driver hereby grants and appoints to Enterprise a Limited Power of Attorney:
 - a. to present insurance claims of any type to Driver's insurance carrier and / or credit card company if:
 - i. Vehicle is damaged, lost or stolen and if Driver fails to pay for any damages; or
 - ii. Any liability claims against Enterprise arise in connection with this rental transaction and Driver fails to defend, indemnify and hold Enterprise harmless from such claims.
 - b. to endorse Driver's name to entitle Enterprise to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.
13. **No Assignment.** Driver may not assign or delegate any of his or her rights, duties or obligations under this Agreement. Driver shall not allow another individual the right to operate the Vehicle, unless such individual has been an approved Driver by Enterprise and such individual has a valid Driver Agreement in place with Enterprise with respect to the Vehicle.
14. **Entire Agreement; Modification.** This Agreement embodies the entire Agreement between the parties except for any Vanpool Coordinator Agreement that Driver may be a party to. Any amendments to this Agreement must be in writing and signed by Enterprise.
15. **Notices.** Except as provided in 9 above, all notices and/or other correspondence under this Agreement must be in writing and delivered in person or sent by email or regular mail to the applicable party at its address set forth on the signature page of this Agreement or to such other address as such party may provide in writing from time to time. Enterprise may also provide notice by posting information to www.commutewithenterprise.com
16. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
17. **Limitation of Remedy/No Consequential Damages.** If Enterprise breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Vanpool Coordinator or Driver(s) and if Enterprise is liable under applicable law for such breach or Vehicle failure, Enterprise's sole liability to Driver and Driver's sole remedy is limited to the substitution of another similar Vehicle by Enterprise. **DRIVER WAIVES ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO VANPOOL COORDINATOR. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO DRIVER.**

18. **Collection and Use of Vehicle Data.** Our vehicles may be equipped with technology that collects and transmits data from your rental vehicle. This may include information collected from event data recorders, global positioning devices, OnStar® systems, or any other similar technology. When installed and where permissible, this technology will enable us to collect and use information such as: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure and fuel status, and other diagnostic and performance information. Once collected, this information may be combined with information you have provided us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of information collected from the rental vehicle may include sharing information with third parties such as service providers, partners, and as explained in our privacy policy. Our use of the information may also include storage of this information after the expiration of your rental agreement. You understand that renting the vehicle does not prohibit Enterprise, as vehicle owner, from obtaining and using data collected from the vehicle. For a more complete description of our privacy practices, please review our privacy policy, available at www.enterprise.com
19. **Driver shall inform any and all Driver(s) and passengers of the terms of this section and that Driver has authorized use, disclosure or access as provided for herein. Driver releases Enterprise and agrees to indemnify, defend and hold harmless Enterprise, operator of the Telematics System, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation Driver(s) and passengers) or property caused by failure of the telematics system to operate properly or otherwise arising from the use of the Telematics System by Driver, a Driver or Enterprise. Use of the Telematics System is subject to the terms and conditions and privacy statement (Telematics Terms) posted by the applicable Telematics System provider and/or vehicle manufacturer (in the case of OnStar, Telematics Terms are available at www.onstar.com), which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information, and user responsibilities. By signing this Agreement, Driver authorizes the provision of such Telematics Services in accordance with, and agrees to be bound by, the Telematics Terms. Third party service providers are not agents, employees, or contractors of Enterprise.**
20. **Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.
21. **Dispute Resolution Provision - Mandatory Arbitration Agreement:** DRIVER AND ENTERPRISE EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. Driver AND ENTERPRISE AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO ENTERPRISE'S PRODUCTS AND SERVICES, CHARGES, ADVERTISING, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "DRIVER" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF DRIVER'S AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "ENTERPRISE" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. Driver AND ENTERPRISE AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Agreement. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Driver only and is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims against or by a third-party insurance company ostensibly providing coverage to Driver or any AAD or the application of Enterprise's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.
1. Procedure. A party must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to the other party. The Notice to Enterprise should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Enterprise and Driver do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Driver or by Enterprise that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at www.adr.org. Except as required by law, neither a party nor an arbitrator may disclose the existence, content or results of any dispute

or arbitration hereunder without the prior written consent of both parties.

2. (1) Arbitrator's Authority: The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.
 3. Arbitration Costs: Driver will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Driver would incur if the claims were filed in court. Enterprise will be responsible for all additional arbitration fees. Driver is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Driver will not be required to reimburse Enterprise for any fees unless the arbitrator finds that the substance of Driver's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Enterprise may seek reasonable attorney's fees. Enterprise will pay all fees and costs it is required by law to pay.
 4. Governing Law and Enforcement: Notwithstanding anything in paragraph 22, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.
22. **Text & Call.** By signing on the front of this Agreement, Driver agrees to the Text&Call Terms and Conditions, and thereby provides express consent for Enterprise or Enterprise's representative to contact Driver at the phone number(s) provided in connection with this Agreement to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Driver's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For questions about privacy, please see paragraph 23, below.
 23. **Choice of Law.** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State where this Agreement is executed by Driver without giving effect to the conflict of laws or provisions of such State.
 24. **Customer Privacy.** The information you provide to Owner is stored and used in accordance with Owner's privacy policy, which is available at <https://www.commutewithenterprise.com/en/privacy-policy.html> which may be amended from time to time and which is incorporated herein by reference. Questions regarding privacy should be directed to: privacy@ehi.com; 1 (877) 858-3884 or Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

[TO BE COMPLETED BY DRIVER]

Printed Name: _____ Date Signed: _____

Signature: _____

Address:

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Charter Bus Requirements

These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR

18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)
Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

Applicability – All contracts over \$150,000.

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$150,000

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the

recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the

work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control

of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged

Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations,

"Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$150,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Transit Employee Protective Provisions

Contracts for transit operations except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special

Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall

also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less

than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Federal Certifications

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CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date __/__/__

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Contractor's Authorized Official _____

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but the offer will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

Not Applicable

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and its date of issue.

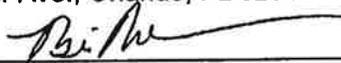
Add.No. 1 Dated 3.26.2019 // Add. No. _____ Dated _____

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # P-6-19-10/Vanpool Services for Space Coast Area Transit.

CONTRACTOR NAME Enterprise Leasing Co. of Orlando, LLC dba Commute with Enterprise

ADDRESS 5442 Hoffner Ave., Orlando, FL 32812

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Brian Mogauro DATE April 1, 201

TELEPHONE # 407-447-799 FAX # 407-447-1555

EMAIL brian.mogauro@ehi.com