



A Model of Cooperation

## Car Rentals - Enterprise



Supplier:

Address: 209 Aerotech Drive, 1A  
Enfield, NS B2T 1K3

Telephone: 902 – 873-3300 Fax – 902 – 860-2763

Contact: Juanita Currie – 902 – 223-7076

Term: February 15, 2012 – February 14, 2015  
(Atlantic provinces) – March 1<sup>st</sup> – Other areas

Reservations: Call your local office directly or Enterprise Rent-A-Car provides 24-hour reservation capability on-line at [www.enterprise.com](http://www.enterprise.com)  
Identify yourself by your institution name.  
Out of town rentals – Call – 1-800-847-3722

Points of Interest: 35 locations in Atlantic Canada  
No hidden surcharges  
No blackouts  
With 24-hour notice – Enterprise can install "hand controls" for people with disabilities  
Free pick-up and return to home or office

Hours of Operation: Monday to Friday – 8:00 am – 6:00 pm  
Saturday – 9:00 am – 12:00 pm

Halifax Airport Location: Monday to Sunday – 7:00 am – 12:00 am  
St.John`s Airport Location: Monday to Sunday – 6:00 am – 1:00 am

Rates: Schedule 2 – Covers Atlantic Canada

**Corporate Partner Program Services Agreement (“Agreement”)**

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This Corporate Partner Program Services Agreement (“Agreement”) is between Customer and EAN Services, LLC (“EAN”). Customer and EAN agree as follows:

1. Affiliates; Scope of Agreement. Customer understands that EAN intends to, and shall have the right to, delegate the performance of certain of its obligations and duties under this Agreement (including, without limitation, all obligations and duties relating to the rental of vehicles) to one or more affiliates of EAN (each, an “Affiliate” and collectively, the “Affiliates”). This Agreement shall only apply to and cover vehicle rentals by an Affiliate to an employee of Customer (“Eligible Renter”) from a car rental facility which is located in the United States, Puerto Rico or Canada and which is operated by such Affiliate under the “National Car Rental” or “Enterprise Rent-A-Car” brand name. This Agreement shall not apply to or cover vehicle rentals by any Affiliate to a Renter from a car rental facility which is located in any other jurisdiction or is operated by such Affiliate under the “Alamo Rent A Car” brand name or any truck rental facility operated by such Affiliate. Additionally, each rental facility which is operated by a franchise or licensee of an Affiliate will honor the applicable Rates with respect to rentals from such rental facility. However, except to set the Rates for such vehicle rentals, this Agreement shall not apply to or cover vehicle rentals from rental facilities which are operated by a franchisee or licensee of an Affiliate.
  
2. Term. The term of this Agreement begins February 15<sup>th</sup>, 2012, and shall continue thereafter until terminated by either party by providing no less than thirty (30) days’ prior written notice to the other party. Notwithstanding the foregoing, if either party (including, in the case of Customer, any Renter) shall default in the performance of any of its obligations or duties under this Agreement or any “Rental Contract” (as hereinafter defined) and such failure shall continue for a period of ten (10) days after written notice thereof from the non-defaulting party, then the non-defaulting party shall have the right to immediately terminate this Agreement by written notice to the defaulting party, which right of termination shall be in addition to any and all other rights and remedies which the non-defaulting party may have at law or in equity.
  
3. Rental Program. EAN agrees to make vehicles available to Eligible Renters for rental for business use and leisure use at the Rates provided herein when the Eligible Renter makes an advance reservation, subject to availability. “Business Use” rentals shall be defined as rentals which are paid, in whole or in part, by Customer or for which the Eligible Renter is reimbursed, in whole or in part, by Customer. Eligible Renters must use the Corporate Discount Number(s) (“CD#(s)”) assigned by EAN to Customer (\_\_\_\_\_) for National and Enterprise brand Business Use when making the reservation for the rental. All rentals under this Agreement shall be made through a booking channel or channels approved by EAN or its designee in writing. Under no circumstances shall EAN or its Affiliates be responsible to pay any fees or charges to Customer or any other third party in order for EAN or its Affiliates to connect to such approved booking tool or channel used by Customer. In the event an Eligible Renter does not use the applicable CD# or approved booking channel as set forth herein for a rental, the terms and conditions of this Agreement shall not apply to such rental. Reservations for rentals in certain cities during special events, major holidays, and peak seasonal demand periods may require a financial guarantee. Rentals originating in the United States shall not be driven to Mexico or Canada unless otherwise agreed to by the applicable Affiliate. Rentals originating in Canada shall not be driven into the United States unless otherwise agreed to by the applicable Affiliate.
  
4. Preferred Provider Status. Customer agrees to promote the Affiliates as preferred providers of rental cars to, and to recommend the National Car Rental and Enterprise Rent-A-Car brands as options to, Eligible Renters renting vehicles for Business Use. Customer agrees to include the Affiliates as options on their self-booking tool. In addition, Customer agrees to promote the Affiliates on its internal website and through other company-wide internal communication networks. Customer grants the Affiliates the right to promote their preferred

provider status to Eligible Renters. Customer intends to produce **\$607,040.28(before taxes)** in time and mileage revenue for car rental services under this Agreement during each twelve-month period during its term.

5. Rental Contracts. For each vehicle rented, the Eligible Renter must execute the then-standard rental agreement of the applicable Affiliate at the rental facility at which the vehicle rental occurs (or, for National brand rentals only, the National Emerald Club Agreement) (each, regardless of brand, a "Rental Contract"). In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay EAN or the applicable Affiliate, as directed by EAN, upon demand for all rentals and other amounts owed by an Eligible Renter under a Rental Contract relating to a Business Use rental not timely paid by such Eligible Renter. For amounts not paid within thirty (30) days after the end of the rental transaction, Customer agrees to pay a late charge of 1-1/2% per month, not to exceed the maximum rate allowable by law.
6. Rental Rates. For the first twelve (12) months following the date of this Agreement, EAN agrees to charge the base rental rates ("Rates"), which differ by brand and rental location, set forth in Rate Summary for National and Enterprise rentals in Canada – Schedule 1 & 2, in the United States and Puerto Rico - Schedule 3, and for rentals outside of Canada, the United States and Puerto Rico – Schedule 4, and attached hereto and incorporated herein

Best Rate Search. For National brand rentals in Canada, the United States, Puerto Rico and District of Columbia, at the time of reservation when Customer reserves using its CD#, Provider will compare the Rate to its publicly available retail rates available for National brand locations in the booking system in which Customer is booking the reservation, which meet the requirements for the particular rental, and assign the retail rate to the confirmed reservation, if lower. In such event, all terms and conditions of this Agreement will apply. The comparison will not be conducted against promotional rates or rates available to other corporate customers or members of programs with whom Provider has contracted.

7. Indemnification. Each party hereby agrees to defend, indemnify and hold harmless the other party and its parent corporations, subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any and all claims made by any third party (including, without limitation, any governmental or regulatory body, instrumentality, authority, agency or official) against any indemnified party (including any and all damages, losses, liabilities, costs and/or expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by such indemnified party in connection therewith) relating to or arising out of or in connection with (a) the negligent, wrongful, tortious or criminal acts or omissions of the indemnifying party or any of its parent corporations, subsidiaries or affiliates or any of their respective directors, officers, employees and/or agents, (b) the use or operation of any rental vehicle by the indemnifying party or any of its parent corporations, subsidiaries or affiliates or any of their respective directors, officers, employees and/or agents while on a rental for Business Use and/or (c) any breach of this Agreement or any Rental Contract by the indemnifying party or any of its parent corporations, subsidiaries or affiliates or any of their respective directors, officers, employees and/or agents.
8. Emerald Club. EAN will offer Eligible Renters membership in the National Emerald Club. EAN will supply customized paper applications and/or a customized direct link to the Emerald Club enrollment web site, which will be placed on Customer's intranet site and distributed through its internal system upon execution of this Agreement.
9. Offsets. The parties agree that EAN and each Affiliate may, from time to time, and upon notice to Customer, offset any amounts that are owed to EAN or any Affiliate from Customer against amounts owed by EAN or any Affiliate to Customer.
10. Assignment. Neither party may assign or otherwise transfer any of its rights or delegate the performance of any of its obligations or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that EAN may (a) assign any or all of its rights under this Agreement to an affiliate of EAN and/or (b) delegate the performance of any or all of its obligations and/or duties under this Agreement to an affiliate or subcontractor of EAN, so long as EAN remains liable for the performance of all of the obligations and/or duties so delegated.

11. Eligible Renters. In order for an Eligible Renter to be eligible to rent from EAN or an Affiliate, he/she must possess a valid driver's license issued by the state or province in which such person resides, be age 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law; and 25 or older for luxury, large sport utility, 12 and 15 passenger vans and trucks), and meet the other normal renter qualifications of the applicable Affiliate at the applicable renting location. Customer may be required to verify the status of any person claiming to be an Eligible Renter or Additional Authorized Driver, as defined herein, in the event that person has or causes an accident. If Customer does not verify the status of the person in question, the applicable Affiliate will not provide any of the Driver Protection Products afforded to Eligible Renters or Additional Authorized Drivers hereunder to that person unless required by applicable law. Unless applicable law requires otherwise, the Vehicle may NOT be driven by anyone except any Additional Authorized Driver or the Eligible Renter. An "Additional Authorized Driver" is an individual who (i) is a capable and validly licensed driver, (ii) is at least 21 years of age (a young renter fee may apply for drivers under age 25 Outside of Atlantic Canada), (iii) has the Eligible Renter's prior permission to drive the Vehicle, and (iv) is either an immediate family member, business partner, employer, or fellow employee of the Eligible Renter who drives the rental vehicle for business purposes. Customer will not allow use of the rental vehicle by any driver in violation of the requirements set forth above.
  
12. Miscellaneous. Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement. Customer agrees that EAN and the Affiliates may share information provided by Customer to EAN or any Affiliate with their respective Affiliates. This Agreement (which supersedes any existing corporate car rental agreements between Customer and EAN or any Affiliate) and any Rental Contract and any addendum thereto entered into between an Affiliate and an Eligible Renter sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state or province listed as part of Customer's address below. Rental Contracts shall be governed by the substantive laws of the jurisdiction in which they are executed, or for Emerald Club rentals, the laws of the jurisdiction in which the rental originates. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile, pdf or other electronic transmission shall constitute effective delivery thereof.
  
13. Notices. Notices or other communications under this Agreement shall be in writing and shall be effective when delivered personally or by overnight courier, or mailed, postage prepaid, by certified or registered mail to each party at the addresses set forth below (or to such other address(es) as either party may from time to time provide the other).

EAN Services, LLC  
 Attn: Business Rental Sales Department  
 600 Corporate Park Drive  
 St. Louis, MO 63105

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

Company: ISI  
 Attn: Scott Wolstenholme  
 Address: 1550 Bedford Hwy #501  
 City, State/Province: Bedford, N.S.  
 Zip/Postal Code: B4A 1E6  
 Email: \_\_\_\_\_

The signatory below for Customer represents that he/she is authorized to enter into this Agreement on behalf of Customer, and, by placing his/her signature on this Agreement, agrees to bind Customer to the terms of this Agreement.

**EAN SERVICES, LLC**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Authorized Officer

Name: \_\_\_\_\_

Title: Secretary or Assistant Secretary

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Corporate Partner Program Services Agreement

## Schedule 1

This schedule applies to rentals at locations of the Affiliates in Canada



Rates for rental transactions originating and terminating at a National Brand location are as follows:

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES
ECAR	Economy	C\$40.00
CCAR	Compact	C\$41.00
ICAR	Intermediate	C\$42.00
SCAR	Standard	C\$43.00
FCAR	Full Size	C\$45.00

Available at Corporately Owned Locations ONLY

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES
MVAR	Mini van	C\$75.00
IFAR	Mid Size SUV	C\$75.00*
SFAR	Standard SUV	C\$75.00

\*C-1 locations include 200 km per day / 1400 kms per week / 4000 km per month exc. 0.20

For rental transactions originating at National brand locations in the following areas (as determined by EAN in its sole discretion), an additional surcharge will be assessed as provided for each day:

Surcharge Amount	National Brand Surcharge Locations
C\$3.00	Montreal; Toronto; Charlottetown; Moncton; Fredericton and St. John
C\$5.00	Calgary; Edmonton and Fort McMurray
C\$10.00	Wabush

These surcharges as subject to change without notice.



Rates for rental transactions originating and terminating at an Enterprise Brand location (Except Atlantic Canada) are as follows:

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES
ECAR	Economy	C\$38.00
CCAR	Compact	C\$39.00
ICAR	Intermediate	C\$40.00
SCAR	Standard	C\$41.00
FCAR	Full Size	C\$43.00
PCAR	Premium	C\$55.00
MVAR	Minivan	C\$70.00*
IFAR	Mid Size SUV	C\$70.00*
SFAR	Standard SUV	C\$70.00*

For rental transactions originating at Enterprise brand locations in the following areas (as determined by EAN in its sole discretion), an additional surcharge will be assessed as provided for each day:

Surcharge Amount	Enterprise Brand Surcharge Locations
C\$5.00	Alberta, British Columbia
C\$12.00	Cranbrook; Castlegar; Fort McMurray; Grande Prairie; Fort St. John; Lloydminster; Prince George and Thompson, Cold Lake

These surcharges as subject to change without notice.

**Terms and Conditions:**

- Weekly and Monthly Rates:** Weekly rates are six (6) times the Daily Rate for the Vehicle Class rented. For rentals of twenty-four through thirty-one consecutive days by the same Eligible Renter (“Monthly Rental”), the monthly rate will be four (4) times the Weekly Rate for the Vehicle Class rented.
- Kilometre Charges:**

**For Enterprise Brand rentals:**

Except for rentals in Prince George, Fort St. John, Cranbrook, Castlegar, and Campbell River, Rates for Economy through Full size vehicle classes include unlimited free kilometres per day and per week, and 3,500 free kilometres per month; all other vehicle classes include 200 free kilometres per day, 1,400 free kilometres per week, and 3,500 free kilometres per month, as applicable. Any additional kilometres will be charged at the rate of C\$0.20 per kilometre.

Rentals in Prince George, Fort St. John, Cranbrook, Castlegar, and Campbell River include 200 free kilometres per day, 1,400 free kilometres per week, and 4,000 free kilometres per month, any additional kilometres will be charged at the rate of C\$0.20 per kilometre.

**For National Brand rentals:**

Rentals originating and terminating in designated C-1 locations include free unlimited kilometres for daily and weekly rentals and include 4,000 kilometres for monthly rates for Economy through Full Size; other vehicles receive 200 free kilometres for daily, 1400 free kilometres weekly and include 4,000 kilometres for monthly rates. Excess kilometres will be charged at the rate of C\$0.20/day. Rentals originating and terminating in designated C-2 locations include between 100 to 200 free kilometres per day, depending upon the location as

determined by EAN. Excess kilometre charges vary by location. Rentals originating and terminating in designated C-4 locations will be assessed a per kilometre charge for all kilometres driven. Per kilometre charges vary by location. A list of C-1, C-2 and C-4 locations, subject to change in the sole discretion of EAN, will be provided to Customer upon its request. For National brand rentals originating and terminating within other locations not listed within this Paragraph, a rate per kilometre may apply.

- Physical Damage:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible for damage to or loss of the vehicle in accordance with the terms and conditions of the applicable Rental Contract. For Business Use rentals, the Eligible Renter and Customer shall be responsible for damage to the vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Damage Waiver ("DW") (which may be described as LDW or CDW in the applicable Rental Contract) at the origination of the rental if not included within the Rates herein.

If DW is not included within the Rates herein, Customer (for Business Use rentals), shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) covering all vehicles rented for Business Use pursuant to this Agreement. Customer agrees that each required policy of insurance will by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to EAN at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, and (ii) that no act or default of Customer or any other person shall affect the right of EAN or any Affiliate to recover under such policy or policies of insurance in the event of any loss of or damage to any vehicle. An original certificate evidencing such coverage and naming Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as loss payees shall be furnished to EAN, as reasonably requested by EAN from time to time.

**Canadian Liability:** Each applicable Affiliate has arranged for motor vehicle liability insurance with an authorized insurer, to provide coverage in accordance with the standard automobile insurance policy, to at least the minimum limits for third party liability prescribed by the applicable province, territory or other jurisdiction. To the extent required by law, the insurance may also provide for limited Accident Benefits and Uninsured/Unidentified Motorist Coverage. Provincial or other laws determine minimum limits and priority of coverage for motor vehicle liability insurance. See terms and conditions of applicable Rental Contract.

- Young Renter Fee:** Provider will assess an additional charge when the Eligible Renter is between the ages of twenty-one (21) and twenty-four (24), provided the rental is pursuant to this Agreement.
- One Day Rentals:** A C\$5.00 surcharge will be added to the Rate when the rental commences at a National or Enterprise brand location on a Monday, Tuesday, or a Wednesday and is returned within twenty-four (24) hours or less.
- One-Way Rentals:** All authorized one-way rentals will be charged the Daily Rate with a kilometre charge that will be applied to all kilometres driven during the term of the rental from the date the rental originates. In limited circumstances a drop charge may apply (this information will be provided at time of reservation).
- Regional Recovery Fee:** For vehicles rented in Quebec, Rates do not include the Regional Recovery Fee, which is Affiliate's estimated average daily cost per vehicle to purchase, store, install, remove, manage and transport tires specifically designed for winter driving pursuant to the Highway Safety Code. The cost is not calculated based on the cost of tires related to a specific vehicle.
- Exclusions:** Except as otherwise provided for in the Agreement, rates do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, one-way charges or any optional products or services such as damage waiver, personal accident insurance and personal effects coverage.
- Additional Car Classes:** **This provision applies to National brand reservations only.** All locations will apply up to a 15% discount to the undiscounted, standard daily National Business Rate for vehicle classes not specified above.



10. **Prohibited Use:** Vehicles shall not be taken into the United States without the applicable Affiliate's prior written consent as provided in the Rental Contract.

**Corporate Partner Program Services Agreement**

**Schedule 2**



**Rates for rental transactions originating and terminating at an Enterprise Brand locations in Atlantic Canada**

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES
ECAR	Economy	C\$31.59
CCAR	Compact	C\$33.65
ICAR	Intermediate	C\$35.71
SCAR	Standard	C\$36.74
FCAR	Full Size	C\$39.84
MVAR	Minivan	C\$48.08
SFAR/FFAR	Mid Size/Standard SUV	C\$48.08
SPAR/PPAR	Trucks 4X4	C\$48.08
XVAR	Cargo Van	C\$38.81

Vehicle	Daily			Weekly			Monthly		
	Rate	Free KMs	Exc. Per KM	Rate	Free KMs	Exc. Per KM	Rate	Free KMs	Exc. Per KM
½ Ton 4X4	48.08			288.48			1153.92	4000	.18

**Atlantic Canada Terms & Conditions:**

Daily Rates: Rates are valid at all participating locations in Atlantic Canada with advanced confirmed reservations, and are subject to the availability of vehicles. Guaranteed availability with 48 hours notice to reserve vehicles.

Truck Inspection: Customer agrees to require its Eligible Renters to perform daily visual inspections on rental vehicles including but not limited to the inspection of headlights, running lights, brake lights, and turn signals, the identification and notation of damages and the checking and maintenance of all fluid levels and manufacturer recommended tire pressure.

Truck Maintenance: Upon three (3) days' prior notification from EAN or an Affiliate, Customer agrees to make themselves and each vehicle available for the purposes of inspection and/or maintenance every thirty (30) days. An Affiliate or a contractor of Affiliate will perform preventative maintenance and warranty repairs, at Affiliate's expense. If preventative maintenance and/or repairs are required at a location other than Customer's offices, EAN or Affiliate will provide a replacement truck at no additional charge.

Standard driver and credit rental qualifications apply. Minimum rental age is twenty one (unless required by law).

Company shall be responsible for meeting provincial licensing and weight class requirements for operating Provider's vehicles.

Company acknowledges their responsibility to provide mileage data to Provider upon request.

One Way Rentals: Within the Maritime Provinces \$50.00. No charge within a 25km radius in Metro Halifax.

Snow Tires: 7.00/day

Collision Damage Waiver: \$12.99/day

PAI/PEC: \$6.99/day. \*\*\*Optional Coverage for Personal Accident Insurance/Personal Effects Coverage\*\*\*\*\*

**\*Guaranteed availability with 48 hours notice to reserve vehicles\***

Physical Damage: For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible for damage to or loss of the vehicle in accordance with the terms and conditions of the applicable Rental Contract. For Business Use rentals, the Eligible Renter and Customer shall be responsible for damage to the vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Damage Waiver ("DW") (which may be described as LDW or CDW in the applicable Rental Contract) at the origination of the rental if not included within the Rates herein.

If DW is not included within the Rates herein, Customer (for Business Use rentals), shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) covering all vehicles rented for Business Use pursuant to this Agreement. Customer agrees that each required policy of insurance will by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to EAN at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, and (ii) that no act or default of Customer or any other person shall affect the right of EAN or any Affiliate to recover under such policy or policies of insurance in the event of any loss of or damage to any vehicle. An original certificate evidencing such coverage and naming Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as loss payees shall be furnished to EAN, as reasonably requested by EAN from time to time.

Canadian Liability: Each applicable Affiliate has arranged for motor vehicle liability insurance with an authorized insurer, to provide coverage in accordance with the standard automobile insurance policy, to at least the minimum limits for third party liability prescribed by the applicable province, territory or other jurisdiction. To the extent required by law, the insurance may also provide for limited Accident Benefits and Uninsured/Unidentified Motorist Coverage. Provincial or other laws determine minimum limits and priority of coverage for motor vehicle liability insurance. See terms and conditions of applicable Rental Contract.

Exclusions: Rates do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery, pickup, mileage, youthful driver or additional driver charges; or, except as set forth below, any optional products or services such as damage waiver ("DW"), or liability protection ("LP").

**CORPORATE PARTNER PROGRAM SERVICES AGREEMENT  
SCHEDULE 3**

**Applies to rentals at Enterprise and National Brand locations in the United States and Puerto Rico**



<b>VEHICLE SIPP CODES</b>	<b>VEHICLE CLASS</b>	<b>DAILY RATES</b>
ECAR	Economy	U\$43.00
CCAR	Compact	U\$44.00
ICAR	Intermediate	U\$46.00
SCAR	Standard	U\$47.00
FCAR	Full Size	U\$50.00
PCAR	Premium	U\$60.00
LCAR	Luxury	U\$65.00*
MVAR	Mini Van	U\$65.00*
SFAR	Standard SUV	U\$65.00*
FFAR	Full Size SUV	U\$90.00*

For rental transactions originating at National brand locations in the areas set forth below (as determined by EAN in its sole discretion), an additional surcharge will be assessed as provided for each day:

<b>Surcharge Amount</b>	<b>National Brand Surcharge Locations</b>
\$5.00/day	Burbank; Charlotte; Cincinnati; Cleveland; Kansas City; Los Angeles area (excluding LAX); Milwaukee; Minneapolis/St. Paul; New Orleans; John Wayne Airport (SNA); Phoenix; Sacramento; San Diego; Seattle; St. Louis; State of Illinois (excluding Chicago); State of New York (unless otherwise indicated).
\$10.00/day	State of Alaska; Aspen; Atlanta; Baltimore; Boston; Colorado Springs; Denver; Detroit; Eagle, CO; Hartford; Los Angeles International Airport (LAX); Monterey; Oakland; Philadelphia; Pittsburgh; Providence; Commonwealth of Puerto Rico; San Francisco (including the convention center); San Jose; State of Texas; Vail, CO; Washington DC.
\$15.00/day	Chicago
\$25.00/day	LaGuardia (LGA), Kennedy (JFK), and Newark (EWR) Airports; NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island); NY/CT/NJ Metro, including Westchester, Islip, Stamford, and Jersey City.

National brand locations located outside of National's top 100 airport locations may impose a surcharge of up to \$6 per day in addition to the Rates and other applicable surcharges. The National brand locations listed in the top 100 airport locations are determined by the previous year's Passenger Boarding and All Cargo Data Report published by the Federal Aviation Administration.

These surcharges as subject to change without notice.



VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES
ECAR	Economy	U\$38.00
CCAR	Compact	U\$39.00
ICAR	Intermediate	U\$41.00
SCAR	Standard	U\$42.00
FCAR	Full Size	U\$45.00
PCAR	Premium	U\$55.00
LCAR	Luxury	U\$60.00*
MVAR	Mini Van	U\$60.00*
SFAR	Standard SUV	U\$60.00*
FFAR	Full Size SUV	U\$85.00*

For rental transactions originating at Enterprise brand locations in the areas set forth below (as determined by EAN in its sole discretion), an additional surcharge will be assessed as provided for each day:

Surcharge Amount	Enterprise Brand Surcharges
\$5.00/day	Burbank; Charlotte; Cincinnati; Cleveland; Kansas City; Los Angeles area (excluding LAX); Milwaukee; Minneapolis/St. Paul; New Orleans; John Wayne Airport (SNA); Phoenix; Sacramento; San Diego; Seattle; St. Louis; State of Illinois (excluding Chicago); State of New York (unless otherwise indicated).
\$10.00/day	Aspen; Atlanta; Baltimore; Boston; Colorado Springs; Denver; Detroit; Dulles International Airport (IAD), Hartford; Los Angeles International Airport (LAX); Monterey; Oakland; Philadelphia; Pittsburgh; Providence; Reagan International Airport (DCA); San Francisco; San Jose; State of Texas. Commonwealth of Puerto Rico; State of Alaska; Bemidji and Moorhead, MN; State of Montana; State of Nebraska (excluding Omaha and Lincoln); State of North Dakota; State of South Dakota (excluding Sioux Falls); State of West Virginia; State of Wyoming (excluding Cheyenne and Laramie); Washington DC area; San Francisco Downtown.
\$14.00/day	NY/CT/NJ Metro including Westchester, Islip, Stamford and Jersey City.
\$15.00/day	Chicago
\$18.00/day	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island).
\$25.00/day	LaGuardia (LGA), Kennedy (JFK), and Newark (EWR) Airports.

These surcharges as subject to change without notice.

## Terms and Conditions:

1. **Weekly and Monthly Rates.** Weekly rates are six (6) times the Daily Rate for the Vehicle Class rented. For rentals of twenty-four through thirty consecutive days by the same Eligible Renter ("Monthly Rental"), the monthly rate will be four (4) times the Weekly Rate for the Vehicle Class rented.
2. **Mileage.** Except for one-way rentals as may be set forth herein, Rates for All vehicle classes include unlimited free miles per day, unlimited free miles per week, and 4000 free miles per month in Atlantic Canada with Enterprise Brand Locations. All other vehicle classes Over Premium Class include 150 free miles per day, 1,050 free miles per week, and 2,500 free miles per month. Additional miles will be charged at \$0.20 per mile.
3. **Physical Damage.** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible for damage to or loss of the vehicle in accordance with the terms and conditions of the applicable Rental Contract. For Business Use rentals, the Eligible Renter and Customer shall be responsible for damage to the vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Damage Waiver ("DW") (which may be described as LDW or CDW in the applicable Rental Contract) at the origination of the rental if not included within the Rates herein.

If DW is not included within the Rates herein, Customer (for Business Use rentals), shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) covering all vehicles rented for Business Use pursuant to this Agreement. Customer agrees that each required policy of insurance will by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to EAN at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, and (ii) that no act or default of Customer or any other person shall affect the right of EAN or any Affiliate to recover under such policy or policies of insurance in the event of any loss of or damage to any vehicle. An original certificate evidencing such coverage and naming Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as loss payees shall be furnished to EAN, as reasonably requested by EAN from time to time.

5. **Third Party Liability.** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible pursuant to the terms and conditions of the Rental Contract for all third party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle. For Business Use rentals, the Eligible Renter and Customer shall be responsible for all third party claims for property damage, bodily injury or death resulting from the use or operation of any, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Supplemental Liability Protection (which also may be referred to as Supplemental Liability Insurance in the Rental Contract) if Liability Protection is not included within the Rates herein. Liability Protection for third party claims, if applicable, will be upon the terms and subject to the limitations set forth in the applicable Rental Contract and insurance policy.

If Liability Protection is not included within the Rates herein, Customer (for Business Use rentals) shall maintain throughout the term of this Agreement, at its expense, Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) covering all vehicles rented for Business Use pursuant to this Agreement, with limits of at least \$1,000,000 combined single limit. Customer agrees that the required policy of insurance will, by appropriate endorsement or otherwise, name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as additional insureds, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to EAN at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, and (ii) that the coverage is "primary coverage" for the protection of Customer, EAN and the Affiliates, notwithstanding any other coverage carried by EAN or any Affiliate protecting against similar risks. Original certificates evidencing such coverage and naming

Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as additional insureds shall be furnished to EAN, as reasonably requested by EAN from time to time.

4. **Young Renter Fee.** Provider will assess an additional charge when the Eligible Renter is between the ages of twenty-one (21) and twenty-four (24), provided the rental is pursuant to this Agreement. **\*\*\*FEE WAIVED\*\*\***
5. **One Day Rentals.** A \$5.00 (US Dollars) surcharge will be added to the Daily Rate when the rental commences on a Monday, Tuesday, or Wednesday, and is returned within twenty-four (24) hours or less. **\*\*\*\*Waived Within Atlantic Canada for Enterprise Brand Locations\*\*\*\***
6. **Exclusions.** Except as otherwise provided for in the Agreement, Rates are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday and for rentals commencing at JFK and LaGuardia airports between the hours of 1:00 p.m. Friday through 12:59 p.m. Sunday. The standard, undiscounted daily rates charged by the renting location shall apply. Rates do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, one-way charges or any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products").
7. **State of Florida Rentals.** Locations in the State of Florida shall apply a discount of \$3.00 per day less than the Daily Rate for Group One Locations.
8. **Additional Car Classes.** **This provision applies to National brand reservations only.** All locations will apply up to a 15% discount to the undiscounted, standard daily National Business Rate for vehicle classes not specified above.

## Corporate Partner Program Services Agreement

### Schedule 4 International Corporate Rates

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**This Schedule applies to locations in countries outside the United States, Puerto Rico and Canada which may be owned and/or operated by third parties under the National Car Rental Brand.**

International Flat Rates, which are quoted in local currency, will apply to Eligible Renters at National Car Rental branded locations, which may be owned and/or operated by a third party. A complete set of International Flat Rates exists for National Car Rental branded locations in countries throughout Europe, the Middle East, Africa (EMEA); Latin America and the Caribbean (LAC); Asia and the Pacific Basin. These International Flat Rates are accessible through all reservation systems worldwide.

#### **Terms and Conditions for International Flat Rates at National Car Rental Branded Locations:**

1. A local rental is generally defined as the return of a rental vehicle to a location within the same country of rental.
2. International Flat Rates include the minimum required amount of liability protection as determined by the applicable laws of each country of rental.
3. All renters and additional authorized drivers must have a valid driver's license and must meet the age, driver, and credit requirements of the country in which the rental originates.
4. National Car Rental branded locations will be an endorsed supplier for Customer's international rentals. A National Car Rental representative will be allowed to contact divisions, subsidiaries, and branch offices globally to assist in the implementation of this program.
5. International Flat Rates, if any, are subject to change without notice and may differ wherever local government restrictions limit or prohibit these discounts. Application of the International Flat Rates will commence within 45 days from the notification of acceptance of this Agreement. In order to be provided with the International Flat Rates and terms as described in this Schedule 4, all Eligible Renters must complete their reservation(s) and receive a confirmation of reservation(s) from a National branded location prior to commencement of the rental.



**Inclusions:**

**At the end of year 1: (January 2013)**

If local annual ISI revenues (Atlantic Canada) exceed 15 % (in rental revenue growth from member institutions from the prior year, the rate structure will remain at its current rates for the next 12 month period.

If local annual ISI revenues (Atlantic Canada) don't exceed 15% in annual rental revenue growth from member institutions from the prior year, the daily rate structure will be subject to a \$1.00/day increase for the next 12 month period in addition to the starting rates which become effective February 15<sup>th</sup>, 2012.

**At the end of year 2: (January 2014)**

If local annual ISI revenues (Atlantic Canada) exceed 10% in rental revenue growth from member institutions from the prior year, the rate structure will remain at its current rates for the next 12 month period.

If local annual ISI revenues (Atlantic Canada) don't exceed 10% in annual rental revenue growth from member institutions from the prior year, the daily rate structure will be subject to a \$1.00/day increase for the next 12 month period in addition to the current rates at this time.

**At the end of year 3: (January 2015)**

Rates in year 3 will be determined by rental activity from year 2.

**First Three Years of Contract Period:**

Total increase in daily rate will not exceed \$2.00 over base year at any point in the next 3 years.

VLF is subject to change annually. This is currently set at \$1.32/day.

With this structure being offered and the value we believe this will bring to ISI Member Institutes, we look forward to working with ISI in providing "The Best" solution to all travel needs. With this in mind we ask the following of ISI, as the below requests will aid us in being close to our business partners, provide industry updates, discuss reporting, as well as being available to discuss any topics of concern with the member institutes.

Exclusive rental car provider of ISI

- Help in promoting this program to member groups and help drive compliance
- ISI will allow for Enterprise to participate in ISI annual meetings to actively promote our services
- ISI will also allow for the creation of an "out of region" travel program
- A two year extension opportunity (to be negotiated at that time) at the expiry of the first 3 years.
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\*\*Revenue growth percentage is based on rental spend prior to taxes and surcharges\*\*

**EAN SERVICES, LLC**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Authorized Officer

Name: \_\_\_\_\_

Title: Secretary or Assistant Secretary

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

