

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

#### 14. WAIVER OR CHANGE OF TERMS/GOVERNING LAW

a. No term of this Agreement may be waived or changed except by a writing signed by an expressly authorized representative of Hertz. Rental representatives are not authorized to waive or change any term of this Agreement.

b. This Agreement shall be governed by the substantive law of the jurisdiction in which the rental commences, without giving effect to the choice of laws rules thereof, and you hereby irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

c. If any provision of this Agreement conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction (but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

#### 15. PAYMENTS TO INTERMEDIARIES

If You arranged for this rental through a travel agent, Internet travel site, broker or other intermediary acting on Your behalf, Hertz may have paid commissions or other payments to that party to compensate it for arranging such rentals. That compensation may be based in part on the overall volume of business that party books with Hertz. For details on such compensation, You should contact that party.

#### 16. ARBITRATION AND CLASS ACTION WAIVER

**ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS RATHER THAN A JURY TRIAL OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION.**

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN YOU AND HERTZ MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND HERTZ EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and Hertz remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims relating to any aspect of the relationship or communications between us., whether based on contract, tort, statute, fraud, mis-

representation or other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope, or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise.

The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at [www.adr.org](http://www.adr.org)

You or Hertz may commence an arbitration by providing a written demand for arbitration to the other (to Hertz, The Hertz Corporation, 8501 Williams Road, Estero, FL 33928, Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, Hertz will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitral award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING HERTZ AT [no.arbitration@hertz.com](mailto:no.arbitration@hertz.com) OR BY MAIL TO: The Hertz Corporation, 8501 Williams Road, Estero, FL 33928, Attn: Arbitration. Include Your name, address, the number at the top of the Rental Record and a clear statement that You do not agree to this Arbitration Provision. If You have previously notified Hertz of Your decision to opt out of arbitration, You do not need to do so again.

#### SUMMARY OF OPTIONAL SERVICES

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

The insurance coverages offered by HERTZ (LIS, UMP, PAI/PEC and ESP) may provide a duplication of coverage already provided by a renter's personal automobile insurance policy or by another source of coverage. The purchase of these kinds of coverage is not required in order to rent a Car.

#### LIABILITY INSURANCE SUPPLEMENT (LIS)

##### COVERAGE

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

##### LIMITS

LIS provides protection from third-party automobile liability claims for the difference between the liability protection limits provided under Paragraph 10 and a maximum combined single limit of One Million (\$1,000,000) Dollars for bodily injury, including death, and property damage. Uninsured and underinsured motorists coverage for bodily injury, including death and damages, for the difference between the statutory minimum underlying limits and \$1,000,000 limit of insurance for each accident is available for an additional

charge, but only if You purchase LIS..

##### EXCLUSIONS

All exclusions, including claims arising from use of the Car as prohibited by this Agreement and claims by any of Your or any Authorized Operator's family members related by blood, marriage or adoption who resides with You or the Authorized Operator, are set forth in the applicable policy, a copy of which is available upon request.

##### HOW TO OBTAIN/DECLINE COVERAGE

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

##### UNINSURED MOTORIST PROTECTION (UMP)

##### COVERAGE AND LIMITS

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

##### EXCLUSIONS

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

##### HOW TO OBTAIN/DECLINE COVERAGE

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

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

If You accept PAI / PEC on the Rental Record, coverage will be provided during the rental period. Please note that PAI and PEC are not available separately and may only be taken in combination. The daily charge for PAI/PEC, which appears on the Rental Record, is due for each full or partial rental day. Coverage will be provided under a policy issued to Hertz.

#### PERSONAL ACCIDENT INSURANCE (PAI):

##### COVERAGE AND BENEFITS

The PAI policies provide coverage for death directly caused by an accident independent of all other causes. The renter will be covered for any such accident during the rental period; passengers will also be covered, but only for accidents occurring while in, entering or exiting the Car. Benefits include death benefits of \$175,000 for the renter and \$17,500 per passenger; PAI also provides limited coverage for medical expenses (benefits are limited to \$2500) and ambulance expense (benefits are limited to \$250). Total benefits for any one accident are limited to \$225,000. These benefits are payable without regard to any other benefits which may be due under any other insurance policy. Coverage is subject to various exclusions, terms and conditions.

##### EXCLUSIONS

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

##### NOTICE OF CLAIM

In the event of any occurrence likely to result in a claim for PAI benefits, immediate written notice should be given to Hertz. Hertz will provide You with a claim form and the address of the insurance company which is providing coverage. You will have to submit the claim form to the insurance company together with Your Rental Record.

##### PERSONAL EFFECTS COVERAGE (PEC):

##### COVERAGE

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

##### COVERED PERSONS

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

##### LIMITS OF LIABILITY

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

##### EXCLUSIONS

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

##### NOTICE OF CLAIM

In the event of any occurrence likely to result in a claim for PEC benefits, immediate written notice should be given to Hertz. Hertz will provide You with a claim form and the address of the insurance company which is providing coverage.

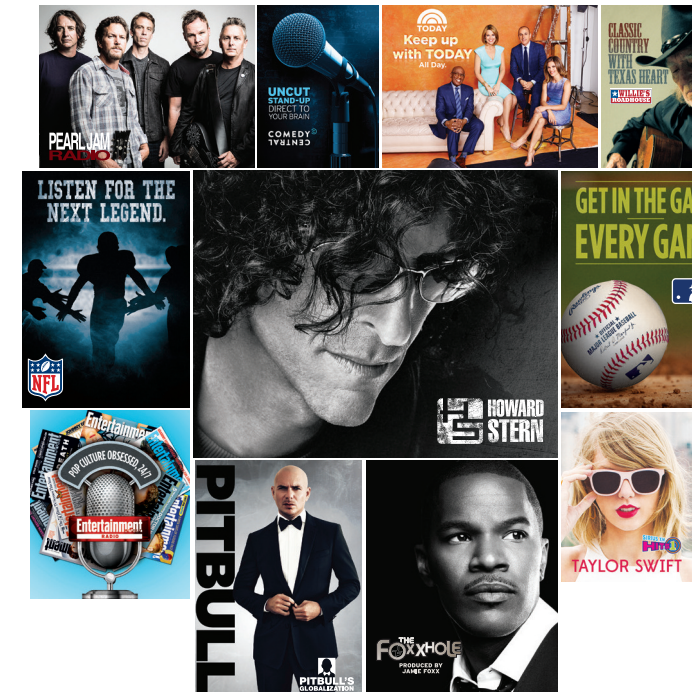
##### EMERGENCY SICKNESS PROTECTION

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

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

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

**WARNING: YOU MUST REMOVE KEYS, LOCK ALL DOORS, CLOSE ALL CAR WINDOWS AND THE TRUNK WHEN LEAVING THE CAR OR PEC COVERAGE WILL NOT APPLY, IN WHICH CASE YOU WILL BE RESPONSIBLE FOR ANY LOSS.**



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

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

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# Enjoy Your Trip

Name   
 Color / Model   
 License #   
 Stall #

#### Call toll free for the following services

Emergency Roadside Assistance \_\_\_\_\_ 1-800-654-5060  
 Rental Extensions or Changes \_\_\_\_\_ 1-800-654-4174  
 Worldwide Reservations \_\_\_\_\_ 1-800-654-3131  
 Insurance Replacement Reservations \_\_\_\_\_ 1-800-582-7499  
 Customer Relations / Billing \_\_\_\_\_ 1-800-654-4173  
 Inquiries (7am - 7pm CST M-F)

Recent Copies Available at [hertz.com](http://hertz.com)

#### Warning: Don't lose your rental privileges

Allowing unauthorized drivers may result in loss of all insurance coverages, and your future rental privileges.

#### Hertz Express Return® (Not available at all locations)

Please complete the information below and deposit the folder and car keys in the Express Return Box. Note: If you are returning to a location that is closed, all charges will continue to accrue until the location re-opens for business.

Return Mileage:

Return Date:  /  /

Return Time:  :  am / pm

I did not buy gas.

I did buy gas and the fuel level is:

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



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**Hertz**

#### RENTAL AGREEMENT TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS, THE RENTAL RECORD SIGNED BY YOU AND ANY OTHER DOCUMENTS WHICH YOU ARE REQUIRED TO SIGN WHEN YOU RENT THE CAR, AND WHICH MAY BE SIGNED BY YOU ELECTRONICALLY, WHICH BOTH YOU AND HERTZ AGREE SHALL BE TREATED AS AN ORIGINAL, TOGETHER CONSTITUTE THE AGREEMENT ("THIS AGREEMENT") FOR THE RENTAL OF THE VEHICLE IDENTIFIED ON THE RENTAL RECORD, INCLUDING ALL OF ITS PARTS ("CAR"). THE AGREEMENT IS BETWEEN YOU AND THE HERTZ COMPANY WHICH IS IDENTIFIED ON THE RENTAL RECORD ("HERTZ").

#### 1. NATURE OF THIS AGREEMENT

You are obtaining solely a bailment that allows You to use the Car as permitted by this Agreement. You acknowledge that the Car is owned by Hertz. No one other than Hertz may transfer the Car or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Car by anyone other than Hertz is void. Neither You nor any Authorized Operators are agents of Hertz. No one may service or repair the Car without Hertz's prior express approval. HERTZ MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CAR IS FIT FOR ANY PARTICULAR PURPOSE.

#### WHO MAY OPERATE THE CAR

Only You and the following persons, with Your permission ("Authorized Operators"), may operate the Car: (a) Your spouse; (b) Your employer, employees and fellow employees incidental to their business duties; (c) for rentals ("Replacement Rentals") which are designated as replacement rentals on the Rental Record, any person specifically named as an insured on Your automobile policy; and (d) for rentals other than Replacement Rentals, any other person who meets Hertz's qualifications and who signs an Additional Authorized Operator form at the time of rental or who is authorized under Your Hertz CDP number, if any, shown on the Rental Record. All Authorized Operators must be at least 20 years old (An Age Differential charge may apply for ages 20-24) and must have a valid driver's license from a jurisdiction acceptable to Hertz, except that persons operating the Car pursuant to clause (c) above need only be at least 21 years old. Except to the extent necessary for valet parking or in an emergency as permitted by law, no other persons are permitted to operate the Car; for purpose hereof, an "emergency" shall mean urgent circumstances which, under the laws of the jurisdiction in which the alleged emergency occurred, would justify the operation of an automobile by an unlicensed driver. With respect to persons who must sign an Additional Authorized Operator Form, other qualifications may, at Hertz's discretion, be in effect at the time and place of rental and, where permitted by law, Hertz may impose an additional fee for such persons. By operating the Car (whether or not an Additional Authorized Operator form is completed), an Authorized Operator will be deemed jointly and severally responsible for Your obligations under this Agreement related to the Car, as well as for any obligations that this Agreement directly imposes on an Authorized Operator of the Car (for example: the obligations contained in Paragraphs 9 and 10(c)).

#### RETURN

ORDINARY WEAR DUE TO REASONABLE USE EXCEPTED. YOU MUST RETURN THE CAR TO HERTZ IN THE SAME CONDITION IT IS IN WHEN YOU RECEIVE IT. YOU MUST RETURN THE CAR TO HERTZ BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, OR SOONER IF DEMANDED BY HERTZ. IN NO EVENT MAY YOU KEEP THE CAR FOR MORE THAN THIRTY (30) DAYS, UNLESS AUTHORIZED IN WRITING BY HERTZ. IF YOU FAIL TO RETURN THE CAR BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, HERTZ WILL CHARGE AN OVERDUE ADMINISTRATIVE FEE. THE CAR WILL REMAIN SUBJECT TO THESE TERMS AND CONDITIONS UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT; IF YOU RETURN THE CAR AFTER HOURS, (A) YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE CAR UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT ON THE NEXT DAY THAT THE RETURN LOCATION IS OPEN FOR BUSINESS AND (B) TIME CHARGES, CHARGES FOR LDW, PAI/PEC AND LIS, AND ANY CHARGES FOR ADDITIONAL SERVICES OR OTHER CHARGES WHICH ARE STATED ON THE RENTAL RECORD AS A PERIODIC RATE, MAY CONTINUE TO ACCRUE UNTIL THE RETURN LOCATION REOPENS FOR BUSINESS. IF YOU DO NOT RETURN THE CAR WHEN REQUIRED BY THIS AGREEMENT, THEN AFTER HERTZ SENDS YOU A WRITTEN DEMAND TO RETURN IT, SENT TO YOUR ADDRESS SHOWN ON THE RENTAL RECORD OR OTHERWISE PROVIDED TO HERTZ, HERTZ MAY, AT YOUR

