



Business Rental Preferred Rate Agreement

"Customer"

"Enterprise"

Company: City of Hallandale Beach Police Department
Contact: Major Paul Robets
Address: 400 S Federal Hwy
Hallandale Beach, FL 33009

Company: Enterprise Leasing Company of Florida, LLC
Contact: Christopher Gaba
Address: 5105 Johnson Road
Coconut Creek, Florida 33073

BASE RENTAL CHARGES WITH CDW & SLP INCLUDED

<u>VEHICLE CLASS</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
Fullsize (Charger, Altima)	\$29.50	\$191.75	\$708.00
Minivan (Kia Sedona)	\$35.00	\$227.50	\$840.00
Standard SUV (Equinox, Pathfinder)	\$35.00	\$227.50	\$840.00
Premium (Nissan Maxima)	\$49.50	\$321.75	\$1,188.00

*Base Rental Charges apply to Enterprise locations in the following geographic area(s): Within the state of Florida.

Exclusions: Base Rental Charges are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday. Base Rental Charges 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, any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products") and Roadside Assistance Program/Roadside Plus. Additional fees may be assessed for rentals from FBO locations.

DRIVER PROTECTION PRODUCTS: Base Rental Charges in the U.S. **include** the Driver Protection Product(s) below:

Damage Waiver ("DW") FOR BUSINESS RENTALS. For rentals to Customer's employees ("Employees") for business use only, Base Rental Charges include full DW (with no retained responsibility) upon the terms and subject to the limitations set forth in Enterprise's then standard form of rental contract ("Rental Contract").

LIABILITY PROTECTION. For rentals to Customer's employees ("Employees") for business use only, Base Rental Charges include Liability Protection for accidents arising out of the operation or use of the rental vehicle with single combined limit of \$500,000 per occurrence upon the terms and subject to the limitations set forth in the applicable Enterprise Entity's then standard form of rental contract ("Rental Contract") and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. Liability Protection provides no coverage for physical damage to, or theft of, the rental vehicle. Insurer and policy terms subject to change without prior notice to Customer.

MILEAGE CHARGES: All vehicle classes include unlimited free miles per day, per week and per month.

This Preferred Rate Agreement is in conjunction with the Contract for Rental Vehicles between Florida Department of Management Services and EAN Services, LLC. Contract Number: 78111808-15-1

ADDITIONAL TERMS AND CONDITIONS

1. Term. The term of this Preferred Rate Agreement mirrors State Contract 78111808-15-1.
2. Rental Program. Enterprise agrees to make its vehicles available to Employees for rental from a car rental facility which is located in the countries set forth herein and which is operated by Enterprise under the "Enterprise Rent-A-Car" brand name for business use or personal use. For business use rentals, occasional personal use during the business rental period is allowed. During such occasional personal use, spouses of Employees will be considered additional authorized drivers. Employees of Customer must (a) use the customer number assigned by Enterprise to Customer **FL41789** for rentals for business use and **FL41160** for rentals for personal use) when making the reservation for the rental and (b) certify at the time of reservation whether the rental is for business use or personal use. This Agreement shall not apply to or cover vehicle rentals by Enterprise to an Employee from a car rental facility which is located in any other jurisdiction or is operated by Enterprise under the "Alamo Rent A Car" or "National Car Rental" brand name or any truck rental facility operated by Enterprise.
5. Preferred Provider Status. Customer agrees to promote Enterprise as a preferred provider of rental cars, and to recommend Enterprise as an option to Employees renting vehicles for business use. Customer agrees to include Enterprise as an option on their self-booking tool. In addition, Customer agrees to promote Enterprise on their internal website and through other company-wide internal communication networks. Customer grants Enterprise the right to promote its preferred provider status to Customer's Employees.
6. 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. This Agreement and any Rental Contract entered into between Enterprise and an Employee 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 listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.
7. Vehicle Maintenance and Exchange: Enterprise will maintain the vehicles, both as to mechanical repairs and routine maintenance. When a vehicle is out of operation for service, a replacement or loaner vehicle will be provided immediately upon return of said vehicle. In the event of an accident, a loaner or replacement vehicle will be provided at no additional loaner or replacement charge (In excess of the applicable Base Rental Charge) while the damaged vehicle is repaired. In the event that Customer's business use as set for in Section 8, requires an exchange of vehicles for non-repair or maintenance reasons, a replacement vehicle from Enterprises available fleet pool will be provided. If requested by Customer at the time of exchange or replacement, all loaner or replacement vehicles will. If reasonably possible, be of the same or substantially similar Car Class as the vehicle returned by Customer.
8. Vehicle Usage: It is understood and agreed that vehicles rented under this agreement are intended for Customer's business use in undercover investigation and surveillance by the Customer in the State of Florida. The vehicles rented under this agreement are not intended for use in traffic control and enforcement, nor are they intended for use in chased and apprehension or transportation of suspects under arrest. Notwithstanding the foregoing, it is understood that Customer may need to use the vehicles to respond to pursuits involving a subject that has committed or attempted to commit a felony, provided that such pursuit is not in violation of applicable law or Customer's policies regarding the same.
9. Modification of Vehicle: Enterprise specifically agrees that the Customer may, at its own expense, apply tinting to the windows at any vehicle. Subsequently, there will be no charge to the Customer to remove the tinting as to not detract from the value of the vehicle. The Customer may, at its own expense, install any electric equipment it may seem necessary, provided that said installation causes no permanent damage to the vehicle (e.g. holes in sheet metal or dash area of vehicle) and provided further that Customer removes such equipment without damage to the vehicle prior to return of the vehicle to Enterprise.
10. Billing and Payments: The Customer will issue a purchase order to cover vehicles under this Agreement. Enterprise will invoice the customer on a monthly basis and expect payment within fifteen (15) days, following receipt of said invoice by the Customer.
11. Signature on File: As part of any rental transaction in which Enterprise delivers possession of a rental vehicle to an Employee or agent of Customer other than the Employee intended as renter, the transaction will be subject to the following terms and procedures supplemental to those provided in the Rental Contract: (a) Customer's name will appear as "renter" on the Rental Contract, (b) the notation "Signature on File" will substitute for the signature or initials of the Employee intended as renter in each applicable part of the Rental Contract; (c) Customer will be responsible for designating the Employee intended as renter as authorized to accept possession of the rental vehicle, and for procuring a written receipt of acknowledgment from such Employee confirming delivery of possession of the rental vehicle; (d) Customer will not allow use of the rental vehicle by any Employee under the age of 21 or as provided by law, or use by any Employee other than for business use, or use by any Employee not possessing a valid driver's license issued by the state in which the Employee resides; (e) Customer will be responsible for ensuring compliance with applicable state law, if any, in assuming responsibility to compare the signature of the Employee to whom the vehicle is to be rented to the signature of each Employee on his or her driver's license; and (f) Customer agrees to defend and indemnify Enterprise against all claims, liabilities, costs and expenses (including reasonable attorneys' fees) arising from the acts or omissions of its Employees while acting within the scope of their employment.

ENTERPRISE

By: _____

Name: Jason Nissan

Title: Vice President of Sales

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____