

# I. Emerald Club® General Program Rules and Conditions

## Here's how Emerald Club works:

1. Only individuals old enough to rent vehicles from National Car Rental® in any State in the United States or Province in Canada may be Emerald Club ("Program") members ("Members"). Corporations, partnerships, other firms, associations, groups and individuals not old enough to rent vehicles from National Car Rental in any State of the United States or Province in Canada cannot enroll in the Program. Upon National Car Rental's acceptance of an offer to enroll in the Program, any enrollment fee paid with such offer is non-refundable.
2. Program membership does not guarantee a Member's ability to rent vehicles from National Car Rental. All Program rentals are subject to National's standard qualifications and rental conditions.
3. Each Emerald Club Member (as described below) remains as a Member so long as he or she completes at least one vehicle rental with National Car Rental in each calendar year. Each Emerald Club Executive Member (as described below) and Emerald Club Executive Elite Member (as described below) remains as a Member for the remainder of the year in which he or she attains such status and for the following calendar year. Membership in the Program automatically terminates at the end of any calendar year for any Member who has not completed at least one vehicle rental with National Car Rental during that calendar year. Continued membership in the Program is also subject to the Program's then-existing terms and conditions.
4. Members attain their Membership Level (described below ) based upon the number of vehicle rentals with, or the number of days they rent a vehicle from, National Car Rental in each calendar year in the US or Canada. Membership levels are determined as follows:

Membership Level	Rentals:	Rental Days:
Emerald Club	1-11	1-39
Emerald Club Executive	12-24	40-84
Emerald Club Executive Elite	25+	85+

5. Member will be re-tiered periodically throughout each calendar year based upon revised information. As Members move up a Membership Level, they will be sent materials based on the higher Membership Level. Each February, Members, whose account activity in the prior year was insufficient to maintain their Membership Level, will receive materials based on their lowered Membership Level.
6. Members may choose to earn frequent flyer miles from one of National Car Rental's many airline partners or National Car Rental vehicle rental credits for, in each case, National Car Rental vehicle rentals. Members who choose to earn frequent flyer miles may have to pay a service charge for such miles and may be limited by the airline's frequent flyer program rules. Members who choose to earn vehicle rental credits will receive one credit for each vehicle rental or every four (4) consecutive days of vehicle rentals in the US or Canada. Consecutive, multiple or overlapping rentals in the same location do not qualify for rental credits. Credits will be issued at the completion of each rental term. Credits will be stored in the Members' Program account and will, depending upon Membership Level, be automatically converted to free days as follows:

Credits Needed for

Membership Level:	One Rental Day:
Emerald Club	7 (Valid for up to a mid-sized rental vehicle)
Emerald Club Executive	6 (Valid for up to a full-size rental vehicle)
Emerald Club Executive Elite	5 (Valid for up to a luxury car rental)

- Free day(s) may be used electronically when reserving a vehicle on [www.nationalcar.com](http://www.nationalcar.com). National Car Rental's reservation agents will also have access to Member accounts when making reservations via telephone. No paper certificates will be issued for free day(s). Free day(s) can only be used on reservations at participating locations in the US and Canada. Free days are combinable up to seven (7) days maximum on one rental. Members may redeem free days for periods of no longer than seven (7) free Rental Days per rental transaction. Rental credits and free days are non-transferable. These free rental days do not include (i) taxes, assessments, use fees or other governmentally imposed, authorized or permitted surcharges or pass-throughs, (ii) license recoupment fees, airport fees and concession recoupment fees, (iii) service charges and fees, (iv) vehicle license recovery fees, (v) the cost of optional insurance products, fuel charges, optional upgrades, underage driver's fees, infant seats or other optional items, or (vi) charges or drop-off charges for one way rentals. Payment for each of these items shall be the sole responsibility of the renter. Member is responsible for all fees and taxes in respect the rental. Each Member's credits will remain valid so long as such Member is a member of the Program. Free days will expire on December 31 of the year following the year in which they were earned. Members entitled to a free day at a given size vehicle may use that credit as partial payment for a more expensive vehicle class. Credits are redeemable for passenger vehicles only.
7. Emerald Club Executive and Emerald Club Executive Elite Members will be charged the rate for the next lower car class when renting a full-size through luxury vehicle (excluding specialty vehicles) from National Car Rental.
  8. If requested when reserving the vehicle, National Car Rental will deliver a rental vehicle to any Emerald Club Executive Elite Member arriving at any Fixed Based Operator airport facility ("FBO") located within fifty (50) miles of a National Car Rental facility, subject to (a) payment of any delivery and collection fee, (b) payment of a no-show fee if such Member fails to show up for such reservation, and (c) the individual FBO rules and regulations.
  9. National Car Rental reserves the right to restrict, suspend or otherwise alter these Emerald Club General Program Rules and Conditions by providing at least 90 days written notice to the Member; such notice shall be delivered in the manner set forth in the Terms and Conditions of the Master Rental Agreement, below. The Program is void where prohibited or restricted by law.
  10. If National Car Rental terminates the Program, National Car Rental will provide Program Members with at least 90 days prior written notice; such notice shall be delivered in the manner set forth in the Terms and Conditions of the Master Rental Agreement, below.
  11. National Rental (US) Inc., or an affiliated company, owns all right, title and interest in the service mark and program known as "Emerald Club." Members of the Program do not obtain any interest in the service mark and program known as "Emerald Club" by subscribing to the Program or through any other means.
  12. National Car Rental may disqualify any Member for any reason including such Member's unacceptable driving record. Such disqualification is effective when it is entered into National Car Rental's computer system.

## II. Terms and Conditions of Master Rental Agreement

### 1. General

- These Terms and Conditions of Master Rental Agreement ("Terms") are part of the Master Rental Agreement ("Agreement"). The Agreement consists of: (1) these Terms, (2) your Master Rental Agreement Profile ("Profile"), (3) the Emerald Club General Program Rules and Conditions ("Rules"), (4) National's then-current rental policies that pertain to each rental (rental policies may be found at [www.nationalcar.com](http://www.nationalcar.com) or at the renting location), and (5) the receipt and any other documentation provided to you at the time of rental, in each case as revised from time to time. The Agreement governs your rental of vehicles ("Vehicles") under the Program in the United States and Canada. Vehicle rentals outside the United States and Canada are governed by the rental agreement provided to the renter at the time of rental.
  - The Agreement is between the renter signing it ("you," and "your") and National Rental (US) Inc., or an independent National Car Rental licensee or, in Canada, National Car Rental (Canada) Inc., or an independent National Car Rental licensee, or any of their successors and/or assigns ("National"). By using the Program membership card National sent or will send to you ("Card") or by renting a Vehicle under the Program, you agree to all of the Agreement.
  - National may, from time to time, give you written notice of (1) changes to the Agreement, or (2) an Internet website address where the revised version of the Agreement can be found. You may decline such changes by discontinuing rentals under the Program. You may also obtain a free copy of the latest version of the Agreement by calling 1-800-962-7070, Monday through Friday, 9:00 am - 6 p.m. EST. You agree to abide by such changes on any rental made under the Program after such notice is given (except changes to the General Program Rules and Conditions shall become effective ninety (90) days following the receipt of notice). By using the Program, you agree to form a contractual relationship with National using electronic means. To the fullest extent permitted by applicable law, this Agreement and any notices or other communications regarding your account and/or your use of the Program ("Communications"), may be provided to you electronically and you agree to receive Communications in an electronic form. Electronic Communications may be delivered to the last electronic mail address on file with National. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after dissemination, whether or not you have received or retrieved the Communication. We reserve the right, but assume no obligation to provide, Communications in paper format to you using your most recent address on file with National. Your consent to receive Communications electronically is valid until you revoke your consent by terminating this Agreement.
2. **Membership Cards** Your Card is issued to you for your exclusive use and is not transferable. For your protection, the Card will be confiscated if anyone else presents it.
3. **Vehicles** National owns the Vehicles. Each Vehicle includes tires, tools, equipment, global positioning devices, accessories, keys (and remote control entry devices) and Vehicle documents. The Vehicle is delivered to you in good operating condition solely for rental purposes. No one but National can transfer the Vehicle. Attempted transfer by you or anyone else is void. No one may service or repair the Vehicle without National's prior approval. NATIONAL MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY

MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION TO, THE CONDITION OF THE VEHICLE, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NATIONAL IS NOT LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR RENTAL OF THE VEHICLE.

#### **4. Who May Drive the Vehicle - Authorized Driver**

- You represent that you are a capable and validly licensed driver, at least 21 years of age (18 for New York and Michigan rentals) (a young renter fee will apply for drivers under age 25). National has the right to verify that your license has been validly issued and is in good standing.
- Unless applicable law requires otherwise (disabled renters who cannot drive will not be charged for one additional authorized driver), the Vehicle may NOT be driven by anyone except any Additional Authorized Driver and you. An "Additional Authorized Driver" is an individual who (i) is a capable and validly licensed driver, (ii) is at least 21 years of age (lower in some locations, 18 for New York and Michigan Rentals) (a young renter fee will apply for drivers under age 25), (iii) has your prior permission to drive the Vehicle, and (iv) is either a member of your immediate family who permanently resides with you, or your business partner, employer, or fellow employee who drives the Vehicle for business purposes. Your immediate family members means your mother, father, son, daughter and a spouse regardless of whether he/she has the same last name, a common law spouse or a same sex domestic partner. The Additional Authorized Drivers and you are referred to collectively in the Agreement as Authorized Driver(s).

#### **5. Vehicle Returns**

- You shall return the Vehicle to National in the same condition in which you received it, ordinary wear and tear excluded. You shall return the Vehicle to the location where you rented it, either on the due date and the time specified at the time of reservation or upon National's demand. You understand that there will be a rate change or additional charge if you return the Vehicle to a different location or at a different time or due date. If for any reason you cannot return the Vehicle at the time and location required by these Terms, even if you gave the Vehicle to another person who fails to return Vehicle to National, you will pay National for all loss or estimated damages to the Vehicle, including loss of use, claims processing fees and administrative charges as permitted by applicable law.
- If you request a Vehicle rental for a period in excess of thirty (30) consecutive days, such rental shall be governed by the following terms and conditions. Such long-term rental shall be deemed to be consecutive Vehicle rentals for individual terms of no more than thirty (30) days each ("Rental Period"), but consecutively lasting for a period of time equal to the long-term reservation period reserved by you ("Reservation Period"). The Vehicle rental during each Rental Period is a separate rental distinct from any rental during any other Rental Period rental during the Reservation Period. National will designate a separate rental number for each Vehicle rental during each Rental Period. Each Vehicle rental during the Reservation Period will be charged the same time and mileage rate as set forth in the reservation for the initial Rental Period; however, you acknowledge that taxes, fees, and other charges contained in the reservation for initial Rental Period may be subject to change during subsequent Rental Periods. You acknowledge that you may alter the terms of any current or future Rental Period at any time by coming into any National location and signing a revised rental agreement, which revised agreement will govern each remaining Rental Period.

You further acknowledge that you may terminate the balance of the Reservation Period at any time, without penalty, effective at the end of the current Rental Period by returning the Vehicle to the National location where it was picked up. Terminating the remaining Reservation Period effective within a Rental Period may lead to early termination charges as specified in the reservation for such rental, but only with respect to the remainder of the then-current Rental Period. You will be charged for each Rental Period as it commences. You must (A) notify National at the end of each Rental Period of the Vehicle's then-current mileage, and (B) must exchange the Vehicle upon National's request if maintenance is required.

6. **Reservations** You shall make rental reservations prior to pick up. When making rental reservations, You shall inform National of your Program membership number and whether the rental will be made using Emerald Club Aisle Service, Emerald Club Executive Selection Service or Emerald Club Reserve Service or whether the reservation requires delivery to a Fixed Base Operator (in each case if applicable based upon your Membership Level) and the rental location.
7. **Rates** At the time you make a reservation, you can determine the rate you will be charged for such rental transaction including all optional products purchased by you. If you are an eligible renter under a commercial account agreement with National and you present National with that account's name ("Account") and contract I.D. number when making a reservation, you will be charged at the Account's commercial rate. If you are ineligible to rent under a commercial account agreement, you will be charged at the lower of the Program rate or any available promotional rate. Early return of a weekly rental, or early or late return of a weekend rental, may convert your rental rate to a higher daily charge, in addition to early return or late return charges. Extra days may be charged at a higher daily rate.
8. **Entering Master Rental Agreement Transaction** You must present your valid driver's license, an acceptable credit card (not debit card) issued to you with available credit and your Card to the rental agent or guard at the time of rental in order to enter into a rental transaction under the Program.
9. **Vehicle Repossession** National may repossess the Vehicle without demand at your expense if the Vehicle is found illegally parked, apparently abandoned, used in violation of law or the Agreement, or used for another Prohibited Use (defined in Paragraph 13).
10. **Loss Damage Waiver Option (LDW)/Responsibility For Loss Of Or Damage To The Vehicle** If you are involved in an accident or the Vehicle sustains damage, even from unknown causes, or if the Vehicle suffers loss or is stolen, you are responsible for the resulting loss or damage, as permitted by law. This financial responsibility includes the estimated actual cost of repairs, towing, storage, impound fees, loss of use, claims processing fees, and administrative charges regardless of fault. This financial responsibility is eliminated if you accept LDW, pay for it, and comply with the Agreement. LDW is not available at all locations. Your decision to accept or reject LDW may be determined by the Account's National contract when you rent under the Program. LDW is not insurance. Your personal automobile insurance policy or the credit card you use to pay for the rental may cover loss and damage to a Vehicle as well as fire, theft, and personal injury incurred while using a Vehicle. National cannot interpret the terms of your insurance policy or credit cards. You are responsible for checking with your insurance company, your insurance agent and your credit card issuer to determine such coverage. You may accept LDW by filling in or clicking on the appropriate bubble on your Profile. Your decision to accept or decline LDW on your Profile will apply to all rentals you make under the Program except (A) you can choose a

different option for any individual rental by renting at National's counter at the rental location; and (B) you can change your decision to accept or decline LDW for future transactions by changing your Profile at nationalcar.com or by sending National a Master Rental Agreement Profile Change Form indicating your change in writing. You can obtain a Master Rental Agreement Profile Change Form by contacting National at 1-800-962-7070, Monday through Friday, 9:00 am - 6 p.m. EST, or at any National rental locations. On any rentals where you choose LDW, you agree to pay the per day LDW charge in effect at the time of the rental for each full or partial day. The LDW charge may change from time to time. You can obtain National's current LDW charge at the time you reserve a Vehicle.

11. **Personal Accident Insurance (PAI) With Personal Effects Coverage (PEC) And Supplemental Liability Insurance (SLI), National Protection Plus (NPP), Carefree Personal Protection (PERSPRO), And Canada Peace Of Mind Package (POM) (Where Available).** You acknowledge you have read and understand National's materials describing PAI/PEC, SLI, NPP, PERSPRO, and POM and your option to purchase those products. You may accept PAI/PEC, SLI, NPP, PERSPRO, and/or POM by filling in or clicking on the appropriate bubble on your Profile. Your decision to accept or reject PAI/PEC, SLI, NPP, PERSPRO, and/or POM may be determined by the Account's National contract when you rent under the Program. Your decision to accept or decline PAI/PEC, SLI, NPP, PERSPRO, and/or POM on your Profile will apply to all rentals you make under the Program except (A) you can choose a different option for any individual rental by renting at National's counter at the rental location; and (B) you can change your decision to accept or decline PAI/PEC, SLI, NPP, PERSPRO, and/or POM by changing your Profile at nationalcar.com or by sending National a Master Rental Agreement Profile Change Form indicating your change in writing. You can obtain a Master Rental Agreement Profile Change Form by contacting National at 1-800-962-7070, Monday through Friday, 9:00 am - 6 p.m. EST, or at any of National's rental locations. On any rental where you accept PAI/PEC, SLI, NPP, PERSPRO, and/or POM, you agree to pay the per day PAI/PEC, SLI, NPP, PERSPRO, and/or POM charge in effect at the time of the rental for each full or partial day. The PAI/PEC, SLI, NPP, PERSPRO, and/or POM charge may change from time to time. You can obtain your current PAI/PEC, SLI, NPP, PERSPRO, and/or POM charge at the time you reserve a Vehicle. Availability, cost, coverage and the provider of this protection may vary by location. For additional information, inquire at the time of each rental.
12. **Liability Insurance or Qualified Self-Insurance** Unless contrary to law or otherwise provided by the Agreement, if no other valid and collectable insurance sufficient to satisfy minimum financial responsibility requirements or compulsory insurance laws, whether primary, excess or contingent, is available to the Authorized Driver(s), National shall provide protection against liability for bodily injury, death or property damage to others up to the minimum financial responsibility limits required by the jurisdiction in which the Vehicle is rented. National will provide primary liability insurance protection, regardless of the availability of other insurance if:
- You accept optional supplemental liability insurance at the beginning of the rental (where available); or
  - Primary liability protection is provided pursuant to a separate Account agreement; or
  - If applicable law requires National to provide primary liability protection.

Except as otherwise provided herein, the protection provided under the Agreement is in excess of all other insurance available to the Authorized Driver(s). If the liability protection provided under this Agreement and other insurance available to the Authorized Driver(s) apply to a loss on the same basis, National will pay only National's share of such loss. National's share is the proportion that the limit of protection provided under the

Agreement bears to the total limit of all insurance applicable to such loss. **IF LIABILITY PROTECTION IS PROVIDED UNDER THE AGREEMENT, WHETHER AS PART OF THE RENTAL RATE OR THROUGH THE PURCHASE OF SLI, THEN IT APPLIES ONLY TO CLAIMS OF THIRD PARTY BODILY INJURY, DEATH OR PROPERTY DAMAGE, OTHER THAN TO THE VEHICLE, ARISING FROM THE USE OF THE VEHICLE AS PERMITTED BY THIS AGREEMENT. ANY SUCH PROTECTION EXCLUDES ANY CLAIM MADE BY YOU, ANY ADDITIONAL AUTHORIZED DRIVER, ANY MEMBER OF MY IMMEDIATE FAMILY WHO PERMANENTLY LIVES WITH ME, OR A BUSINESS PARTNER OR FELLOW EMPLOYEE WHO DRIVES THE VEHICLE FOR BUSINESS PURPOSES.** National and you reject "Uninsured Motorist" and "Underinsured Motorist" protection and minimum "No-Fault" and any supplementary No-Fault protection except to the extent applicable law (A) requires National to provide those protections, or (B) prohibits the rejection of those protections. If required and not rejectable, the limits for this protection are the minimum required by the jurisdiction in which the Vehicle is rented. These protections, if required by law, are provided on the same basis as the liability protection provided under the Agreement. In the event of an accident, all Authorized Driver(s) will (A) provide National with the name of their insurance companies, (B) cooperate fully with National in presenting claims and in any other aspects of the claims process, and (C) report the loss to the Authorized Driver(s)' insurance company. If a claim is made or lawsuit filed and no other source of defense is available to the Authorized Driver(s), National may defend the claim or lawsuit, at National's sole discretion, even if the claim or lawsuit proves to be groundless, false or fraudulent. In defending a claim or lawsuit, National may, at National's discretion, make any settlements National considers advisable. National has no duty to further defend any Authorized Driver(s), if assumed, upon exhaustion of the limits required by the automobile financial responsibility or compulsory insurance laws of the jurisdiction in which the Vehicle is rented. All Authorized Driver(s) agree to defend, indemnify and hold National harmless from and against all loss, liability and expenses as a result of bodily injury, death or property damage caused by, or arising out of the use or operation of the Vehicle, except for amounts paid by National pursuant to this Paragraph. All Authorized Driver(s) agree to comply with and be bound by all terms, conditions, limitations and restrictions of any protection provided by National. All Authorized Driver(s) shall comply with the procedures on accident and claims reporting set forth in Paragraph 16. Evidence of this insurance or qualified self-insurance is available for inspection at National's World Headquarters. You understand that the protection does not apply to:

- Any obligation assumed by Authorized Driver(s) under any contract of whatever nature.
- Any fines, penalties, punitive damages or exemplary damages for which Authorized Driver(s) may become legally obligated to pay.
- Injury to or destruction of personal property owned by or in the possession, custody or control of any Authorized Driver(s) or passenger.
- Any liability of a driver who is not an Authorized Driver(s) and any liability for an accident that occurs while the Vehicle is obtained or used in violation of the Agreement. If the liability protection is extended by operation of law to anyone not permitted by the Agreement to drive the Vehicle, the limits of protection shall be those required to satisfy the minimum financial responsibility or compulsory insurance laws of the jurisdiction in which the Vehicle is rented. This liability protection will apply on the same basis as described previously in this Paragraph.
- Any act or omission in Mexico.

**13. Prohibited Uses of the Vehicle No Vehicle may be used by or for any of the following uses (each, a "Prohibited Use"), subject to applicable law:**

- **By a driver who is not an Authorized Driver(s).**
- **By any driver under the influence of intoxicants, drugs, or any other substance known to impair driving ability.**
- **For any illegal purpose.**
- **By anyone who gives you a false name, address, age or other false or misleading information.**
- **In any abusive or reckless manner or if convicted of careless driving.**
- **To carry persons or property for hire.**
- **To tow or push anything.**
- **In any race, contest or training activity.**
- **On unpaved roads.**
- **Leaving the Vehicle and failing to remove the keys and the Vehicle is stolen.**
- **For any use in Mexico without the prior written permission of the renting location. All protection is void in Mexico. National's written permission must be obtained and special insurance must be purchased before entering Mexico.**

**IF THE VEHICLE IS OBTAINED OR USED BY OR FOR ANY PROHIBITED USE OR IN VIOLATION OF THE AGREEMENT, THEN, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW (A) ANY LIMITATION OF YOUR RESPONSIBILITY UNDER THE AGREEMENT IS VOID AND YOU ARE FULLY RESPONSIBLE FOR ALL RESULTING DAMAGES, INCLUDING LOSS OF USE, CLAIMS PROCESSING FEES, ADMINISTRATIVE CHARGES, COSTS, AND ATTORNEY'S FEES, AND (B) WHERE PERMITTED BY LAW, LDW AND THE LIABILITY, PAI, PEC, AND SLI INSURANCE ARE VOID.**

**14. Payment**

- **Minimum Charges - The minimum rental charge is for one day (24 hours) beginning at the time of rental, plus mileage (if applicable).**
- **You agree to pay upon demand:**
  1. All rates, charges, surcharges, taxes and airport fees, including charges for miscellaneous service and equipment, then in effect, which apply to the Vehicle You drive under the Program for the term of the rental transaction. You can obtain the applicable rates, charges, surcharges, fees and taxes at the time You make a reservation; they will also appear on the receipt you will receive at the time of rental. A more expansive description of certain charges that may apply to your rentals is set forth in Subparagraphs 8 and 9, below.
  2. Vehicle Damages or Loss - See Paragraphs 5, 10 and 13.
  3. Charges for LDW, if available and elected.
  4. Collection and vehicle recovery expenses, as described in Paragraph 5.
  5. Fines and Penalties - All fines, penalties, and related expenses, as described in Paragraph 18.
  6. Charges for all optional products selected, including, without limitation,



Supplemental Liability Insurance (SLI), National Protection Plus (NPP), Carefree Personal Protection (PERSPRO), Personal Accident Insurance/Personal Effects Coverage (PAI/PEC), Roadside Plus (RSP), TollPass devices, global positioning devices, infant/child seats, and Fuel Service Option (FSO), if elected, as described in Paragraph 11 and elsewhere herein.

7. Refueling Service Charges - National will provide each Vehicle with a full tank of gas at the time of rental. You will be required to pay a refueling service charge if you do not return the Vehicle with a full tank of gas as stated in Paragraph 15.

**8. Sales Tax and Other Governmentally Mandated Charges; Mandatory Airport Related Charges**

States, counties, cities and other governmental authorities may impose sales taxes, gross receipts taxes, fees and other mandatory charges, such as arena or stadium fees, on customers of car rental companies or car rental transactions. For rentals commencing in California, a percentage charge applies called the California Tourism Commission Assessment. These charges appear in the charges section of this Agreement. At certain airport locations where National is an on-airport concessionaire, National is required to collect other mandatory charges from its customers and to remit them to the airport; these are sometimes referred to as Customer Facility Charges, Airport Facility Charges, or Transportation Facility Charges. Applicable charges are set forth at the time of reservation and on the applicable rental receipt.

**9. Non-Governmentally Mandated Charges; Non-Mandatory Airport, Hotel and Other Charges**

At some locations, National has elected to impose "recovery fees" to recover or recoup all or a portion of its expenses related to a type of overhead. At certain airport locations where National is an on-airport concessionaire, National has elected to impose a charge, often referred to as a Concession Fee Recoupment or Concession Fee Recovery, to recover all or a portion of the concession fees which it is obligated to pay to the airport. Further, many airports impose a fee on revenue from off-airport rental car transactions at locations where National is an off-airport concessionaire; National elects to impose a charge to recover all or a portion of this fee from customers. The fee, which varies by airport, will appear separately in the charges section of this Agreement as Airport Fee, or the like. Other recovery fees that National elects to impose at some locations include, without limitation: a vehicle licensing and registration recovery fee, often called Vehicle License Recovery Fee or "VLRFF", which is the per rental day recovery of National's average annual cost to tag, title, pay taxes on, and/or register its fleet registered in the applicable jurisdiction; certain tax recoveries not mandated to be charged to the customer by a governmental entity; a hotel concession recovery fee, which is the recovery of concession fees National is obligated to pay to some hotel-based locations; a Waste Tire and Battery Recovery Fee, which is the recovery of the waste tire and lead-acid battery fee which National must remit in Florida; and a Bussing Cost Recovery charge, which is the per rental or per rental day recovery of National's annual cost to provide bussing operations at certain locations. A Frequent Flyer Service Charge will apply for qualifying rentals in the US, Canada and Puerto Rico when you choose to receive Frequent Flyer miles or credits as part of Your rental. The Frequent Flyer Service

Charge is collected by National in order to recover all or a portion of the administrative and program costs associated with participation in frequent flyer programs. The specific recoveries that apply to your rental are set forth at the time of reservation and on the applicable rental receipt.

10. The Greenhouse Gas Emission Offset. This is an optional environmental service, chosen at the time of reservation that affords you the opportunity to offset the greenhouse gases emitted by the Vehicle when it burns fossil fuel and releases carbon dioxide (CO<sub>2</sub>) into the atmosphere. This per-rental charge represents the estimated amount (as calculated by TerraPass, Inc., a CO<sub>2</sub> offset firm) necessary to offset the CO<sub>2</sub> emissions produced by the average rental transaction and is not based upon Your specific Vehicle or miles driven. Funds collected from this charge are remitted to TerraPass, Inc. See [www.terrapass.com](http://www.terrapass.com) for more information.

- National will accept any credit cards with available credit listed on your Profile as payment for all charges under the Agreement. You authorize National to reserve credit on your credit card listed on your Profile in an amount equal to all estimated charges. National may bill your credit card listed on your Profile at the time of reservation or upon delivery of the Vehicle. National will bill the credit cards listed on your Profile according to the order of your own selected billing priority against the first card that has available credit.
- Payment Guarantee - If you have directed National and National has agreed to bill charges to someone else who fails to make payment promptly when due, you will promptly pay National upon demand. You are individually responsible for payment for all charges you incur under rentals you make under the Program. If you direct charges to be billed to another person, you represent that you are authorized to give National such direction.
- Final Audit - YOU UNDERSTAND THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. You authorize any credits or additional charges to be made and paid by the method designated on your Profile.

**15. Refueling Service Charge** If you return the Vehicle with a full tank of gas, you will not pay a refueling service charge. If you elect and pay for the fuel service option ("Fuel Service Option") (if applicable) when leaving National's facility with the Vehicle, you will not pay a refueling service charge if you fail to return the Vehicle with a full tank of gas. You may obtain National's Fuel Service Option charge when leaving National's facility with the Vehicle. If you fail to return the Vehicle with a full tank of gas and have not elected and paid for the Fuel Service Option, National will fully refuel the Vehicle and charge you a refueling service charge determined as follows:

- If you drive the Vehicle less than 100 miles during the term of the rental, the refueling service charge will be the number of miles/kilometers driven as shown on the Vehicle's odometer multiplied by the city/highway combined miles/kilometers per gallon/liter rating for the Vehicle rented.
- If you drive the Vehicle 100 miles or more during the term of the rental, the refueling service charge will be the per gallon/liter rate multiplied by National's estimate of the number of gallons/liters required to fully refill the tank. National will make this estimate by using the manufacturer's specified tank capacity for the Vehicle and then determining the capacity of the portion of the tank that is empty as indicated by the Vehicle's fuel gauge.

- For Emerald Club aisle rentals, either a notice will be posted at the Emerald Club aisle location informing you of National's per gallon/liter refueling service charge or you may receive this information by inquiring at National's counter at the rental location. The gallon/liter refueling service charge will not exceed \$6.00 (USD) per gallon. The refueling service charge is higher than the amount charged by local service stations to refuel the Vehicle. Your failure to (a) return the Vehicle with a full tank of gas, and (b) elect and pay for the Fuel Service Option (if applicable) when leaving National's facility, is your agreement to pay National's refueling service charge. If you elect the Fuel Service Option on any rental, you will not receive a refund for any fuel remaining in the Vehicle upon return.

16. **Accident, Theft and Claims Reporting** You and the other Authorized Driver(s) must immediately report any accident or theft involving the Vehicle to the law enforcement authority in the jurisdiction where the accident or theft occurred and to National at National's location where the Vehicle was rented. In connection with such accident or theft, you and the other Authorized Driver(s) must (A) inform National of the jurisdiction where the report was made to law enforcement authorities, and (B) deliver to National at the location where the Vehicle was rented every summons, complaint, or paper received in any way relating to such accident or theft. You and the other Authorized Driver(s) will not aid or encourage the filing of any claim against National as a result of any accident or theft and will cooperate fully with National and National's insurer, if any, in investigating and defending any claim or lawsuit.

17. **Responsibility for Personal Property** National is not responsible for loss of or damage to your property or the property of others left at any time in or on any Vehicle or in or on National's premises, even if it is in National's possession and regardless of who is at fault. You will be responsible to National for all claims made by others for such loss or damage.

18. **Fines and Penalties: You will promptly pay any parking and traffic fines, unpaid tolls and related fines, towing, storage, and related costs (collectively, "violations") incurred during the rental. You hereby authorize National to supply your name and contact information to relevant governmental agencies and collection firms in connection with any violations. In the event that Your name and contact information are so supplied, You authorize National to collect an administrative fee from You in the amount of \$15.00. If National has to pay any violations on your behalf, You agree to reimburse National for the amount of each violation, together with a \$25.00 administrative fee (\$20.00 in Hawaii).** You will promptly report such violations to National and will indemnify and hold National harmless from all claims and costs arising out of such violations, including expenses in connection with the handling of such matters. You agree that fines, penalties and costs arising from parking or traffic violations may be billed to the credit card(s) issuer(s) listed on your Profile.

19. **General Provisions.**

**Repairs.** You are responsible for unauthorized repairs. National will not reimburse you for authorized repairs without receipts. Authorized Driver(s) are responsible for (A) complying with all applicable seat belt and child restraint laws, and (B) protecting all children by properly using any child passenger restraint system that complies with Motor Vehicle Safety Standards in the jurisdiction where the rental occurs and the Vehicles are driven during such rental. Authorized Driver(s) must supply this child restraint system or

rent it from National. You will never be deemed to be National's agent, servant or employee in any manner or for any purpose whatsoever. National does not waive any rights under the Agreement or otherwise except in a writing signed by one of National's officers or authorized representatives. The Authorized Driver(s) authorize National to release to any governmental agency or court, any information relating to any person who uses any Vehicle during any rental.

No coupons, vouchers, travel orders or any variations from the Terms will be accepted on Emerald Club Aisle rental transactions.

The information you provide is and will be true and correct. The options you choose and the information you provide in your Profile apply to all rental transactions you make under the Program. You can change your options and information for future rental transactions under this Program by changing the options and information entered into your Profile at nationalcar.com or by sending National a Master Rental Agreement Profile Change Form, indicating the changed options and information in writing.

You will notify National at once if your Card or any credit card listed in your Profile is (1) lost, stolen or invalidated, or (2) or you suspect that it is being used without your permission, or (3) expires.

**Lawsuits:** You agree that, for each separate rental transaction hereunder, the county within the state in which you first received a Vehicle as part of each rental transaction is the only place where National or You may file any action relating to this Agreement. In any such action, the law of the state in which you entered into this Agreement shall apply. You agree to pay National's reasonable attorneys' fees and costs in any lawsuit relating to this Agreement, including appeals. If you make a claim against National, You agree to provide National with a detailed statement under oath in support of the claim. You must not aid or encourage the filing of any third-party claim or lawsuit against National, and you must cooperate fully with National and National's insurer, if any, in investigating and defending any such claim or lawsuit. You must immediately deliver to National at the renting location (or at such other address specified by National) every summons, complaint, or paper of any kind received by you in any way relating to an accident or theft involving the Vehicle. **YOU WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY LAWSUIT RELATING TO THIS AGREEMENT.**

**Indemnification & Limits on Liability:** You shall indemnify, defend, and hold National harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorneys' fees, and other expenses incurred by National arising from or related to this Agreement, the Vehicle, or its use by any person. This indemnification may be limited to the extent you have purchased one or more optional protection products from National in connection with this rental. **NATIONAL SHALL NOT BE LIABLE TO YOU OR TO ANY AUTHORIZED DRIVER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATED TO THE VEHICLE, ITS USE, OR THIS AGREEMENT.**

**State Law:** The law of the state of rental may change, limit or prohibit any part of this Agreement (such as LDW, Authorized Drivers, Prohibited Uses and Violations, or damage losses allowed.) If so, that law applies. This Agreement is not an application for insurance.

**Notices.** You confirm that the name and address you have provided to National in your Profile are correct, and you acknowledge that correspondence or notices will be sent to you at that address. Notices to National must be sent to the applicable rental location.

**OnStar.** You understand that the rental Vehicle may be equipped with the OnStar system which provides emergency and other services; you expressly authorize the services. OnStar services require vehicle electrical system and equipment, wireless service and satellite technologies to be available and operating for features to function properly. All services are not available on all Vehicles. OnStar acts as a link to existing emergency and other service providers. Services are limited by, and neither OnStar nor National, is liable for, conditions or services outside their control. Any information (e.g. navigational route support) provided through OnStar is on an "as is" basis, and OnStar, its service providers and National shall not be liable to you or any user of the services in connection with the use of such information. You agree to release and hold National and the OnStar service providers harmless for any OnStar system failures. You also agree to limit claims against OnStar for damages for any losses under any theory to the pro rata portion of your fees for use of the Vehicle for one day. Call 1.888.4OnStar (1.888.466.7827) to obtain a copy of OnStar's terms and conditions and privacy policy.

**Event Data Recorders.** The Vehicle may be equipped with an event data recorder. In the event of an accident, this device records data about the Vehicle, typically for a period of 30 seconds or less prior to the accident. Although this device does not collect or store personal information, this data may be retrieved as part of a post-accident investigation.

**Privacy.** The information you provide to National is stored and used in accordance with National's privacy policy, which is available at [www.nationalcar.com](http://www.nationalcar.com).

20. **STATE MANDATED NOTICES.** You acknowledge that you have received, read and understood the following IMPORTANT DISCLOSURE NOTICES. You waive any right to receive and sign additional protection disclosure notices and any additional notices at the time of each rental in order to avoid rental paperwork and delays.

**ARIZONA RENTALS: YOU VIOLATE ARIZONA REVISED STATUTE 13-1806 IF ANY VEHICLE YOU RENT IS NOT RETURNED WITHIN 72 HOURS OF MIDNIGHT ON THE RETURN DATE SPECIFIED FOR THAT RENTAL. SUCH VIOLATION MAY SUBJECT YOU TO IMPRISONMENT IN A STATE OF ARIZONA PRISON FOR UP TO 2.00 YEARS AND A FINE OF UP TO \$150,000.00 FOR YOUR FIRST OFFENSE. NATIONAL'S LIABILITY INSURANCE DOES NOT COVER INJURIES TO PASSENGERS IN THE RENTAL VEHICLE. THE INSURANCE POLICIES NATIONAL OFFERS MAY PROVIDE DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTOMOBILE INSURANCE POLICY OR BY ANOTHER SOURCE OF COVERAGE. YOU ARE NOT REQUIRED TO PURCHASE SUCH INSURANCE IN ORDER TO RENT A VEHICLE.**

**CALIFORNIA DISCLOSURE NOTICE: YOU ARE RESPONSIBLE FOR ALL COLLISION DAMAGE TO THE VEHICLE EVEN IF SOMEONE ELSE CAUSED IT OR THE CAUSE IS UNKNOWN. YOU ARE RESPONSIBLE FOR THE COST OF REPAIR UP TO THE VALUE OF THE VEHICLE, AND TOWING, STORAGE, IMPOUND FEES AND OTHER COSTS RELATED TO SUCH DAMAGE. MY OWN INSURANCE, OR THE ISSUER OF THE CREDIT CARD YOU USE TO PAY FOR RENTALS UNDER THE AGREEMENT MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY FOR THE VEHICLE. YOU SHOULD CHECK WITH YOUR INSURANCE COMPANY OR CREDIT CARD ISSUER TO FIND OUT ABOUT YOUR COVERAGE AND THE AMOUNT OF THE DEDUCTIBLE, IF ANY, FOR WHICH YOU MAY BE LIABLE. FURTHER, IF YOU USE A CREDIT CARD THAT PROVIDES COVERAGE FOR YOUR POTENTIAL LIABILITY, YOU SHOULD CHECK WITH THE ISSUER TO DETERMINE IF YOU MUST FIRST EXHAUST THE COVERAGE LIMITS OF YOUR OWN INSURANCE BEFORE THE CREDIT CARD COVERAGE APPLIES. WE WILL NOT HOLD YOU RESPONSIBLE IF YOU PURCHASE A DAMAGE WAIVER, BUT A DAMAGE WAIVER WILL NOT PROTECT YOU FROM DAMAGE ARISING FROM A PROHIBITED USE (DESCRIBED IN PARAGRAPH 13**

ABOVE). THE DAILY COST OF AN OPTIONAL DAMAGE WAIVER WILL VARY BASED ON THE TIME AND LOCATION OF RENTAL BUT WILL GENERALLY BE UP TO APPROXIMATELY \$22.99 PER DAY.

**COLORADO NOTICE:** THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. YOU ARE ADVISED NOT TO SIGN THIS WAIVER IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY CERTAIN GOLD OR PLATINUM CREDIT CARDS OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.

**CONNECTICUT DISCLOSURE NOTICE:** YOUR PERSONAL AUTOMOBILE INSURANCE POLICY MAY COVER COLLISION DAMAGE, FIRE AND THEFT DAMAGE AND PERSONAL INJURY INCURRED WHILE USING A VEHICLE. THE ANNUALIZED RATE FOR COLLISION DAMAGE WAIVER ("CDW") OR ANY OTHER INSURANCE OPTION ELECTED BY YOU UNDER THE AGREEMENT IS THE DAILY RATE TIMES 365 DAYS. THE PURCHASE OF CDW OR ANY OF YOUR OTHER INSURANCE OPTIONS IS NOT REQUIRED TO RENT A VEHICLE.

**DISTRICT OF COLUMBIA RENTALS:** "WARNING - FAILURE TO RETURN THIS VEHICLE IN ACCORDANCE WITH THE TERMS OF THIS RENTAL AGREEMENT MAY RESULT IN A CRIMINAL PENALTY OF UP TO 3 YEARS IN JAIL."

**FLORIDA RENTALS:** "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."

YOU WAIVE YOUR RIGHT TO RECEIVE A MIAMI-DADE COUNTY VISITOR INFORMATION MAP AT THE TIME THIS AGREEMENT IS EXECUTED.

**HAWAII DISCLOSURE NOTICE:** YOU MAY BE RESPONSIBLE FOR ALL DAMAGE TO THE VEHICLE EVEN IF SOMEONE ELSE CAUSED IT OR THE CAUSE IS UNKNOWN. YOU MAY BE RESPONSIBLE FOR THE COST OF REPAIR UP TO THE VALUE OF THE VEHICLE, AND TOWING, STORAGE, IMPOUND FEES AND OTHER COSTS RELATED TO SUCH DAMAGE. THE AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, AN OPTIONAL COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE, PROVIDED, HOWEVER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COLLISION DAMAGE WAIVER WILL NOT PROTECT YOU FROM DAMAGE ARISING FROM A PROHIBITED USE (DESCRIBED IN PARAGRAPH 13 ABOVE). YOU ARE ADVISED NOT TO SIGN THIS COLLISION DAMAGE WAIVER IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY CERTAIN GOLD OR PLATINUM CREDIT CARDS OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. YOU SHOULD CONSULT WITH YOUR INSURER TO DETERMINE THE SCOPE OF YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THE DAILY COST OF COLLISION DAMAGE WAIVER IS STATED LATER IN THESE TERMS. BY RENTING THIS VEHICLE YOU

ACKNOWLEDGE THAT YOU UNDERSTAND THAT SUCH DAMAGE WAIVERS ARE OPTIONAL AND ENTAIL AN ADDITIONAL CHARGE, THAT YOU MAY ALREADY BE COVERED BY YOUR OWN INSURANCE, THAT YOU MAY BE RESPONSIBLE FOR DAMAGES OCCURRING TO THE VEHICLE, AND THAT THE ACTUAL DAILY CHARGE IS INCLUDED IN THIS AGREEMENT.

INDIANA DISCLOSURE NOTICE: YOU MAY BE RESPONSIBLE FOR ALL DAMAGE TO THE VEHICLE EVEN IF SOMEONE ELSE CAUSED IT OR THE CAUSE IS UNKNOWN. YOU MAY BE RESPONSIBLE FOR THE COST OF REPAIR UP TO THE VALUE OF THE VEHICLE, AND TOWING, STORAGE, IMPOUND FEES AND OTHER COSTS RELATED TO SUCH DAMAGE. THE AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, A DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE, PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DAMAGE WAIVER WILL NOT PROTECT YOU FROM DAMAGE ARISING FROM A PROHIBITED USE (DESCRIBED IN PARAGRAPH 13 ABOVE). YOU ARE ADVISED NOT TO SIGN THIS DAMAGE WAIVER IF YOU HAVE RENTAL VEHICLE COVERAGE PROVIDED BY CERTAIN GOLD OR PLATINUM CREDIT CARDS OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. YOU SHOULD CONSULT WITH YOUR INSURER TO DETERMINE THE SCOPE OF YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THE DAILY COST OF THE DAMAGE WAIVER IS STATED LATER IN THESE TERMS. BY RENTING THIS VEHICLE YOU ACKNOWLEDGE THAT YOU UNDERSTAND THAT SUCH DAMAGE WAIVERS ARE OPTIONAL AND ENTAIL AN ADDITIONAL CHARGE, THAT YOU MAY ALREADY BE COVERED BY YOUR OWN INSURANCE, THAT YOU MAY BE RESPONSIBLE FOR DAMAGES OCCURRING TO THE VEHICLE, AND THAT THE ACTUAL DAILY CHARGE IS INCLUDED IN THIS AGREEMENT.

ILLINOIS DISCLOSURE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. THE PURCHASE OF A COLLISION DAMAGE WAIVER IS OPTIONAL AND MAY BE DECLINED. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO SIGN THIS WAIVER IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE

IOWA: NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER ALL OR PART OF YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE.

BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE DECLINED.

KANSAS: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE

VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.

LOUISIANA DISCLOSURE NOTICE: IF YOU HAVE COLLISION COVERAGE UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY WRITTEN IN LOUISIANA, YOUR COLLISION COVERAGE AUTOMATICALLY EXTENDS TO RENTAL MOTOR VEHICLES PURSUANT TO R.S. 22:1406(F). EVEN IF YOU ARE NOT A LOUISIANA INSURED, THE PURCHASE OF COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER SUCH COVERAGE.

MARYLAND: NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. MARYLAND LAW REQUIRES THAT ALL MARYLAND RESIDENTS' INSURANCE POLICIES WITH COLLISION COVERAGE AUTOMATICALLY EXTEND THAT COLLISION COVERAGE TO PASSENGER CARS RENTED BY THE INSUREDS NAMED IN THE POLICY FOR A PERIOD OF 30 DAYS OR LESS. YOU MAY NOT NEED THE AUTOMOBILE INSURANCE OFFERED BY NATIONAL. YOUR AUTOMOBILE INSURANCE POLICY MAY PROVIDE COVERAGE FOR YOUR LIABILITY WHILE OPERATING A RENTAL VEHICLE. YOU SHOULD CHECK THE TERMS AND CONDITIONS OF YOUR AUTOMOBILE INSURANCE POLICY TO DETERMINE IF COVERAGE IS PROVIDED FOR THE RENTAL. THE PURCHASE OF INSURANCE IS NOT REQUIRED AS A CONDITION OF RENTING AN AUTOMOBILE. IN ADDITION, IF YOU ARE DRIVING THE RENTAL VEHICLE DUE TO AN ACCIDENT OR REPAIRS, STATE LAW MAY REQUIRE YOUR PERSONAL AUTOMOBILE LIABILITY POLICY TO PROVIDE COVERAGE AND PURCHASE OF ANY EXCESS LIABILITY COVERAGE MAY DUPLICATE COVERAGE REQUIRED BY LAW TO BE PROVIDED BY THE OWNER OF THE RENTAL VEHICLE.

MASSACHUSETTS DISCLOSURE NOTICE: NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. YOUR PERSONAL AUTOMOBILE INSURANCE MAY ALREADY COVER YOU FOR DAMAGE TO A RENTAL CAR. THE PURCHASE OF A COLLISION DAMAGE WAIVER IS OPTIONAL AND MAY BE DECLINED. FOR MASSACHUSETTS' DRIVERS: IF YOU HAVE AN AUTOMOBILE POLICY ON YOUR PERSONAL VEHICLE WITH COVERAGE FOR COLLISION, YOUR POLICY WILL COVER COLLISION DAMAGE TO A RENTAL VEHICLE, LESS THE DEDUCTIBLE ON YOUR POLICY. IF YOU HAVE COMPREHENSIVE COVERAGE ON YOUR VEHICLE, YOUR POLICY WILL COVER LOSS ON THE RENTAL VEHICLE CAUSED BY FIRE, THEFT OR VANDALISM, LESS THE DEDUCTIBLE ON YOUR POLICY. DRIVERS WHO HOLD POLICIES IN OTHER STATES SHOULD CHECK WITH THEIR INSURANCE AGENTS TO DETERMINE WHETHER THEIR POLICIES EXTEND TO RENTAL VEHICLES.



**MINNESOTA CONSUMER PROTECTION NOTICE:** UNDER MINNESOTA LAW, A PERSONAL AUTOMOBILE INSURANCE POLICY ISSUED IN MINNESOTA MUST COVER THE RENTAL OF THIS MOTOR VEHICLE AGAINST DAMAGE TO THE VEHICLE AND AGAINST LOSS OF USE OF THE VEHICLE. THEREFORE, PURCHASE OF ANY COLLISION DAMAGE WAIVER OR SIMILAR INSURANCE AFFECTED IN THIS RENTAL CONTRACT IS NOT NECESSARY IF YOUR POLICY WAS ISSUED IN MINNESOTA.

**MISSOURI DISCLOSURES:** COLLISION DAMAGE WAIVER AND CAR RENTAL INSURANCE NOTICE: OUR CONTRACT OFFERS FOR AN ADDITIONAL CHARGE COLLISION DAMAGE WAIVER AND CAR RENTAL INSURANCE PRODUCTS. BEFORE DECIDING WHETHER TO PURCHASE ANY OF THESE OPTIONAL PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE OR CREDIT CARD PROVIDES YOU COVERAGE DURING THE RENTAL PERIOD. THE PURCHASE OF ANY OF THESE OPTIONAL PRODUCTS IS NOT REQUIRED TO RENT A VEHICLE.

NATIONAL COLLECTS A VEHICLE LICENSING AND REGISTRATION RECOVERY FEE IN MISSOURI, OFTEN CALLED VEHICLE LICENSE RECOVERY FEE OR "VLRFF", WHICH IS THE PER RENTAL DAY RECOVERY OF NATIONAL'S AVERAGE ANNUAL COST TO TAG, TITLE, PAY TAXES ON, AND/OR REGISTER ITS FLEET REGISTERED IN THE STATE OF MISSOURI.

**NEVADA DISCLOSURE NOTICE:** NOTICE: YOU ARE RESPONSIBLE FOR ALL COLLISION DAMAGE TO THE RENTED VEHICLE EVEN IF SOMEONE ELSE CAUSED IT OR THE CAUSE IS UNKNOWN. YOU ARE RESPONSIBLE FOR THE COST OF REPAIR UP TO THE VALUE OF THE RENTED VEHICLE, AND TOWING, STORAGE, IMPOUND FEES AND OTHER COSTS RELATED TO SUCH DAMAGE. YOUR PERSONAL INSURANCE POLICY ON THE VEHICLE YOU OWN MAY PROVIDE COVERAGE FOR ALL OR A PORTION OF YOUR POTENTIAL LIABILITY. YOU SHOULD CONSULT WITH YOUR INSURER TO DETERMINE THE SCOPE OF YOUR INSURANCE COVERAGE. YOU MAY PURCHASE, FOR AN ADDITIONAL CHARGE, AN OPTIONAL WAIVER OF DAMAGES TO COVER YOUR LIABILITY, SUBJECT TO, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY EXCEPTIONS SET FORTH IN PARAGRAPH 13 ABOVE. THE DAILY COST OF THE OPTIONAL WAIVER OF DAMAGES IS STATED LATER IN THESE TERMS. NEVADA LAW REQUIRES ANY DRIVER OF A PASSENGER CAR AND ANY PASSENGER 5 YEARS OF AGE OR OLDER WHO RIDES IN THE FRONT OR BACK SEAT OF A PASSENGER CAR TO WEAR A SAFETY BELT IF ONE IS AVAILABLE FOR HIS SEATING POSITION.

**NEW MEXICO AND TENNESSEE PERSONAL INSURANCE DISCLOSURE:** YOU MAY BE COVERED FOR THE CLAIMS COVERED BY ON YOUR PERSONAL MOTOR VEHICLE INSURANCE POLICY. IF SUCH COVERAGE EXISTS UNDER YOUR PERSONAL MOTOR VEHICLE INSURANCE POLICY AND SUCH COVERAGE IS CONFIRMED, YOU MAY REQUIRE US TO SUBMIT ANY CLAIMS FOR DAMAGE TO YOUR INSURANCE CARRIER AS YOUR AGENT.

**NEW YORK DISCLOSURE NOTICES.** NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, OPTIONAL VEHICLE PROTECTION TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE OR LOSS TO THE RENTAL VEHICLE. THE PURCHASE OF OPTIONAL VEHICLE PROTECTION IS OPTIONAL AND MAY BE DECLINED. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO PURCHASE THIS PROTECTION IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR AUTOMOBILE INSURANCE POLICY. BEFORE DECIDING WHETHER TO PURCHASE OPTIONAL VEHICLE PROTECTION, YOU MAY WISH TO DETERMINE WHETHER YOUR CREDIT CARD OR YOUR VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE

AND THE AMOUNT OF DEDUCTIBLE UNDER SUCH COVERAGE. YOU HAVE ADDITIONAL RIGHTS AND RESPONSIBILITIES UNDER § 396-Z OF THE LAWS OF NEW YORK.

**Even if you purchase LDW in New York, You will still be held responsible if:**

- (1) the damage or loss is caused intentionally or as a result of willful, wanton or reckless conduct of the driver;**
- (2) damage or loss arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs;**
- (3) National entered into the rental based on fraudulent or materially false information provided by you or another Authorized Driver;**
- (4) the damage or loss arises out of use of the Vehicle while engaged in the commission of a crime other than a traffic infraction;**
- (5) the damage or loss arises out of the use of the Vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off-road or for driver's training;**
- (6) the damage or loss arises out of the use of the Vehicle by a person other than an Authorized Driver or the authorized driver's duly licensed parent or child over the age of 18 who permanently resides in the same household as the authorized driver; or a parking valet or parking garage attendant for compensation and in the normal course of employment;**
- (7) the damage or loss arises out of the use of the Vehicle outside of the United States and Canada, unless the agreement authorizes travel elsewhere or;**
- (8) the authorized driver has failed to report the damage or loss to National as set forth by New York law. If the Vehicle is damaged, you have a right to inspect it within specified time limits.**

**OREGON DISCLOSURE:** NOTICE: OUR CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER OR NOT TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.

**PENNSYLVANIA REJECTION OF UNINSURED MOTORIST PROTECTION:** AS USED IN THIS DISCLOSURE, THE TERMS "I," "MY," "MYSELF," AND "ME" MEAN THE RENTER SIGNING THE AGREEMENT I AM REJECTING UNINSURED MOTORIST COVERAGE UNDER THIS RENTAL OR LEASE AGREEMENT, AND ANY POLICY OF INSURANCE OR SELF-INSURANCE ISSUED UNDER THIS AGREEMENT, FOR MYSELF AND ALL OTHER PASSENGERS OF THE VEHICLE. UNINSURED COVERAGE PROTECTS ME AND OTHER PASSENGERS IN THE VEHICLE FOR LOSSES AND DAMAGES SUFFERED IF INJURY IS CAUSED BY THE NEGLIGENCE OF A DRIVER WHO DOES NOT HAVE ANY INSURANCE TO PAY FOR LOSSES AND DAMAGES.

**RHODE ISLAND ADDITIONAL DISCLOSURE.** NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY UNDER THIS CONTRACT.

**READ THE COLLISION DAMAGE WAIVER DISCLOSURE PROVISION CONTAINED IN THIS AGREEMENT BEFORE SIGNING THIS AGREEMENT.**

**NOTICE ABOUT LIABILITY FOR DAMAGE TO THE RENTAL CAR. THE STATE OF RHODE ISLAND REQUIRES US TO PROVIDE THE FOLLOWING INFORMATION ABOUT YOUR LIABILITY FOR DAMAGE TO THE RENTAL CAR AND THE PURCHASE OF A DAMAGE WAIVER. INSURANCE OR CREDIT CARD COVERAGE. LIABILITY FOR ANY DAMAGE TO THE RENTAL VEHICLE MAY BE COVERED BY YOUR PERSONAL INSURANCE POLICY OR CREDIT AGREEMENT. CHECK YOUR INSURANCE POLICY OR CREDIT AGREEMENT ABOUT COVERAGE. DAMAGE WAIVER COVERAGE. A DAMAGE WAIVER IS NOT INSURANCE COVERAGE. YOU DO NOT HAVE TO PURCHASE THE COLLISION DAMAGE WAIVER. YOU CAN DECLINE IT. IF YOU PURCHASE A DAMAGE WAIVER, WE WILL WAIVE OUR RIGHT TO HOLD YOU OR ANY AUTHORIZED DRIVER LIABLE FOR DAMAGE. EVEN IF YOU BUY THE DAMAGE WAIVER, YOU AND ANY AUTHORIZED DRIVER WILL REMAIN LIABLE FOR DAMAGE IF ANY OF THE FOLLOWING APPLY: (1) DAMAGE OR LOSS CAUSED INTENTIONALLY, WILLFULLY OR WANTONLY BY ANY AUTHORIZED DRIVER; (2) DAMAGE OR LOSS OCCURRING WHILE AN AUTHORIZED DRIVER OPERATES THE RENTAL VEHICLE WHILE LEGALLY INTOXICATED OR UNDER THE INFLUENCE OF ANY ILLEGAL DRUG OR CHEMICAL AS DEFINED OR DETERMINED UNDER THE LAW OF THE STATE IN WHICH THE DAMAGE OCCURRED; (3) DAMAGE OR LOSS CAUSED WHILE AN AUTHORIZED DRIVER IS ENGAGED IN ANY SPEED CONTEST; (4) DAMAGE OR LOSS CAUSED WHILE AN AUTHORIZED DRIVER IS USING THE VEHICLE TO PUSH OR TOW ANYTHING OR USING THE VEHICLE TO CARRY PERSONS OR PROPERTY FOR HIRE UNLESS EXPRESSLY AUTHORIZED IN THE RENTAL AGREEMENT; (5) DAMAGE OR LOSS INCURRED WHILE AN AUTHORIZED DRIVER IS DRIVING OUTSIDE THE UNITED STATES OR CANADA, UNLESS EXPRESSLY AUTHORIZED IN THE RENTAL AGREEMENT; (6) DAMAGE OR LOSS INCURRED WHILE THE VEHICLE IS DRIVEN, WITH THE RENTER'S PERMISSION OR ACCESSION, BY ANYONE OTHER THAN AN AUTHORIZED DRIVER; (7) DAMAGE OR LOSS INCURRED AFTER THE PRIVATE PASSENGER AUTOMOBILE WAS RENTED OR AN AUTHORIZED DRIVER WAS APPROVED AS A RESULT OF FRAUDULENT INFORMATION PROVIDED TO THE RENTAL COMPANY; (8) DAMAGE OR LOSS INCURRED AS A RESULT OF COMMISSION OF A FELONY BY AN AUTHORIZED DRIVER; AND (9) DAMAGE OR LOSS INCURRED IF THE VEHICLE IS STOLEN AND THE RENTER OR AUTHORIZED DRIVER FAILS TO RETURN THE ORIGINAL IGNITION KEY, FAILS TO FILE A POLICE REPORT WITHIN SEVENTY-TWO (72) HOURS OF DISCOVERING THE THEFT, OR FAILS TO COOPERATE WITH THE RENTAL AGENCY, POLICE OR OTHER AUTHORITIES IN ALL MATTERS CONNECTED WITH THE INVESTIGATION."**

**TEXAS DISCLOSURE:** NOTICE: YOUR RENTAL AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, AN OPTIONAL WAIVER TO COVER ALL OR A PART OF YOUR RESPONSIBILITY FOR DAMAGE TO OR LOSS OF THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE OR CREDIT CARD AGREEMENT PROVIDES YOU COVERAGE FOR RENTAL VEHICLE DAMAGE OR LOSS AND DETERMINE THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THE WAIVER IS NOT MANDATORY. THE WAIVER IS NOT INSURANCE.

**UTAH DISCLOSURES:** YOU VIOLATE UTAH STATUTE § 76-6-410.5 IF ANY VEHICLE YOU RENT IS NOT RETURNED WITHIN 72 HOURS OF MIDNIGHT ON THE RETURN DATE SPECIFIED FOR THAT RENTAL. SUCH VIOLATION MAY SUBJECT YOU TO IMPRISONMENT FOR UP TO 15 YEARS AND A FINE OF UP TO \$10,000.00. NOTICE: YOUR OWN VEHICLE INSURANCE OR CREDIT CARD AGREEMENT MAY COVER ANY DAMAGE OR LOSS TO THE RENTAL VEHICLE.

**VIRGINIA DISCLOSURE:** NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.

### **Additional Information About Optional Insurance Coverages, Optional Loss Damage Waiver (“LDW”) Products, and Other Optional Products.**

The information provided in this Section contains important information about optional insurance coverage and LDW that you may have purchased in connection with this Agreement. The benefits are only as described in this Agreement and in any underlying insurance policy covering the rental. **THE ELECTION OF ANY OPTIONAL INSURANCE PRODUCT OR LDW IS NOT NECESSARY TO RENT A VEHICLE. SUBJECT TO LAW, ENROLLMENT IN AN OPTIONAL INSURANCE COVERAGE OR OPTIONAL LOSS DAMAGE WAIVER PRODUCT IS VOID AND OF NO FORCE OR EFFECT IF AT THE TIME OF THE ACCIDENT OR LOSS YOU OR ANY AUTHORIZED DRIVER WAS ENGAGED IN ANY OF THE “PROHIBITED USES AND VIOLATIONS” DESCRIBED IN THE AGREEMENT, ABOVE. Upon the expiration of the rental period, unless an extension is properly obtained as described in this Agreement, all insurance coverages and optional LDW purchased under this Agreement are void.**

- a. **LOSS DAMAGE WAIVER (LDW) (The following pertains to the purchase of LDW in the United States):** If elected, LDW waives all or part of your responsibility to National for loss of or damage to the Vehicle, depending on the waiver plan chosen. LDW DOES NOT WAIVE YOUR RESPONSIBILITY FOR DAMAGE CAUSED BY TIRE CHAINS OR FOR THE COST OF ANY EQUIPMENT NOT RETURNED WITH THE VEHICLE, UNLESS AUTHORIZED BY A NATIONAL MANAGER IN WRITING. “EQUIPMENT” INCLUDES, WITHOUT LIMITATION, KEYS, KEYLESS REMOTE DEVICES, TIRES, WHEELS, GLOBAL POSITIONING DEVICES, AND CHILD SEATS. STATE LAW MAY PROHIBIT THE SALE OF LDW OR LIMIT HOW IT MAY BE VOIDED LDW IS NOT INSURANCE. A benefit summary for LDW is contained in the applicable brochure. In most locations, National offers the following two (2) levels of LDW protection:
  - Loss Damage Waiver - National will pay for all loss or damage to the Vehicle.
  - Loss Damage Waiver 2 - National will pay the first \$3,000 of loss or damage. You will pay for all loss or damage over \$3,000.
  
- b. **SUPPLEMENTAL LIABILITY INSURANCE (SLI) (Where available):** If SLI is selected and paid for, National provides You or any additional Authorized Driver with third party liability protection in an amount equal to the minimum financial responsibility limits applicable to the Vehicle (the Primary Protection). SLI also provides additional third party liability protection, through an excess liability policy, with limits of the difference between the Primary Protection and a combined single limit of \$1 million per accident for bodily injury, death and/or property damage to others arising out of the use or operation of the National rental Vehicle by You or an additional Authorized Driver, subject to the terms and conditions of the policy. SLI provides UM/UIM coverage for bodily injury and property damage, for the difference between the statutory minimum underlying limits and \$100,000 per accident (For rentals commencing in New York, \$100,000 per person/\$300,000 per accident) or state mandated UM/UIM limits, whichever is greater. **NATIONAL AND YOU REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW.** SLI, including UM/UIM benefits is provided only when You or any Authorized Driver is driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. SLI coverage is in effect only

while another Authorized Driver or You are driving the Vehicle within the United States and Canada. **COVERAGE DOES NOT APPLY IN MEXICO. ADDITIONAL POLICY EXCLUSIONS INCLUDE:** (A) BODILY INJURY TO YOU OR TO THE BLOOD RELATIVES OR FAMILY OF ANY AUTHORIZED DRIVER, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH YOU OR WITH AN AUTHORIZED DRIVER; (B) PROPERTY DAMAGE TO THE RENTAL VEHICLE; (C) FINES, PENALTIES, EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM THE STANDPOINT OF THE INSURED; AND (E) ANY OBLIGATION FOR WHICH THE INSURED OR THE INSURED'S INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR LAW. Note: Any UM/UIM benefits paid are included in the \$1 million combined single limit SLI coverage and in no way increase the combined single limit amount referenced above. This insurance coverage is underwritten by Ace American Insurance Company. A benefit summary for SLI is contained within the applicable brochure or, for kiosk renters, by pressing the "Product Details" button.

- c. **NATIONAL PROTECTION PLUS (NPP)** (Where available): If selected and paid for, NPP includes full Loss Damage Waiver (LDW) and Supplemental Liability Insurance (SLI), plus an accidental death benefit of \$100,000 for You as the primary renter and \$10,000 for each Authorized Driver other than You and \$10,000 for each passenger. The accidental death benefit insurance coverage is underwritten by National Union Fire Insurance Company of Pittsburgh. A benefit summary for NPP is contained in the applicable brochure or, for Kiosk renters, by pressing the "Product Details" button.
- d. **CAREFREE PERSONAL PROTECTION (PERSPRO)** (Where available): If selected and paid for, PERSPRO provides You with a package of coverage consisting of a Weekly Accident Indemnity, Accident Medical Expense, Emergency Medical Evacuation, Accidental Death and Dismemberment, Repatriation of Remains, Personal Effects Coverage, and a Travel Assistance Package. Details of PERSPRO's coverage, including policy limits, are contained in the applicable brochure or, for Kiosk renters, by pressing the "Product Details" button. The Accident Insurance policies are underwritten by National Union Fire Insurance Company of Pittsburgh.
- e. **PERSONAL ACCIDENT INSURANCE (PAI) AND PERSONAL EFFECTS COVERAGE (PEC)** (Where available): If selected and paid for, PAI provides accidental death and accident medical insurance that protects You during the rental period in or out of the rental Vehicle and Your passengers while in the rental Vehicle. PEC provides You with coverage for loss of or damage to Your possessions during the rental period. Details of PAI/PEC coverage, including policy limits, are contained within the applicable brochure or, for kiosk renters, by pressing the "Product Details" button. These policies are underwritten by National Union Fire Insurance Company of Pittsburgh.
- f. **OTHER OPTIONAL PRODUCTS:** Written information concerning other optional insurance coverages will be provided upon request at the time of purchase.
- g. **PROOF OF COVERAGE:** Your proof of coverage under any optional insurance coverage or optional LDW is this Agreement. The optional insurance coverage or optional LDW abbreviation will appear on Your Agreement, along with the daily rate next to each option You select.

**NOTICE CONCERNING OTHER INSURANCE COVERAGE YOU MAY HAVE:**

Your own auto or umbrella policies or credit card coverage may provide rental car damage or loss coverage; however, National cannot interpret or advise You with respect to what they may cover. **THE ELECTION OF ANY OPTIONAL INSURANCE COVERAGE OR OPTIONAL LDW**

**OFFERED BY NATIONAL MIGHT DUPLICATE, VOID OR CAUSE YOUR OWN POLICIES OR CREDIT CARD COVERAGE TO BECOME EXCESS COVERAGE.**

## **Other Optional Products Available**

### **Refueling Services (Where Available)**

The Vehicle will be provided to You with a full tank of fuel. You may choose one of the following options:

- a. (Prepaid gas) You may pay an upfront, nonrefundable Fuel Service Option charge at the beginning of rental. You understand that the charge per gallon for the full tank of fuel may vary by location. You may inquire as to the then current Fuel Service Option charge at the time of rental. You understand there is no credit for unused fuel, if any, left in the Vehicle at the end of rental. This option must be chosen at the beginning of rental and is not available at all locations.
- b. (Return Full or Pay) If you do not elect the Fuel Service Option, You may return the Vehicle with the same amount of fuel as when you received it. You will then not pay a Refueling Service Charge. You understand that if you choose not to refuel the Vehicle, National will charge you for the service of refueling the Vehicle at the applicable rate specified on the Agreement. You understand that this rate will be substantially higher than what you would pay to purchase fuel from a service station in the area. The Refueling Service Charge will be determined as follows:
  - (1) If You do not buy fuel during the term of the Rental, this charge will be the number of miles driven as shown on the Vehicle's odometer multiplied by the per mile rate specified on the Agreement.
  - (2) If You buy fuel during the term of the Rental, but the tank is not full at return, this charge will be the per gallon rate posted at the rental location multiplied by National's estimate of the number of gallons required to fill the tank. This estimate is arrived at by using the manufacturer specified tank capacity for the Vehicle and then determining the capacity of the portion of the tank that is empty as indicated by the Vehicle's fuel gauge.

### **Roadside Plus (RSP) (Where available)**

If selected and paid for at the time of rental, National offers a Roadside Plus, which provides 24/7 roadside assistance without additional charge. RSP includes replacement of lost keys (including remote entry devices), towing, tire and glass replacement, lockout service, jumpstarts, and fuel delivery service for up to 3 gallons of fuel. RSP services are only available in the 50 United States and Canada. **RSP IS VOID AND OF NO FORCE OR EFFECT IF AT THE TIME OF THE INCIDENT YOU (OR ANY AUTHORIZED DRIVER) WERE ENGAGED IN ANY OF THE "PROHIBITED USES AND VIOLATIONS" DESCRIBED IN THIS AGREEMENT.** For roadside assistance call 1-800-367-6767.

### **TollPass Service (Where Available)**

If selected and paid for at the time of rental, National offers optional TollPass service, which provides for the daily rental of a toll collection transponder at a daily fee which will be quoted to you at the time of reservation. This daily fee will be collected by National along with your other rental charges. In addition, a third party firm under contract with National will separately charge your credit or debit card (or bill you, as applicable, for cash rentals) for the cost of all toll and related charges you incur during your TollPass rental. **WHEN THIS PRODUCT IS PURCHASED, YOU EXPRESSLY AUTHORIZE NATIONAL TO TRANSFER YOUR NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF ALL TOLLS AND ASSOCIATED CHARGES INCURRED DURING THE APPLICABLE RENTAL.**

**Optional Greenhouse Gas Emission Offset (Where available)**

This is an optional environmental service, chosen at the time of reservation that affords you the opportunity to offset the greenhouse gases emitted by the Vehicle when it burns fossil fuel and releases carbon dioxide (CO<sub>2</sub>) into the atmosphere. This per-rental charge represents the estimated amount (as calculated by TerraPass, Inc., a CO<sub>2</sub> offset firm) necessary to offset the CO<sub>2</sub> emissions produced by the average rental transaction and is not based upon Your specific Vehicle or miles driven. Funds collected from this charge are remitted to TerraPass, Inc. See [www.terrapass.com](http://www.terrapass.com) for more information.

**Other options**

Written information concerning other optional products or services, will be provided upon request at the time of rental.

**Loss Damage Waiver (LDW) (Canada)**

The following applies to the purchase of LDW in Canada.

The following applies to the purchase of LDW in Canada. LDW coverage removes your financial responsibility (subject to a deductible) for any type of loss to your National Vehicle - collision damage, theft, vandalism, fire, loss of use of vehicle. There are no restrictions provided terms and conditions of the Agreement are not violated. If you purchase LDW and comply with the terms of the Agreement, loss of use of the Vehicle if damaged or stolen is National responsibility. National deals with third parties, which saves you time, trouble and possible legal expenses. This is an option offered by National and is not an insurance product. In the event you're involved in an accident, you're covered for the cost of towing to a garage.

**National Peace Of Mind Package (Canada)**

The following applies to the purchase of this optional product in Canada.

The Peace of Mind Package ("POM") is a combination of the LDW and the Personal Accident/Personal Effects Coverages described above. When you purchase the POM, you are provided the LDW (waive deductible in most instances), plus the coverages already identified as Personal Accident/Personal Effects. All limitations, exclusions and aggregate apply as outlined above.

The foregoing is merely a summary of SLI, PAI, PEC and POM and is not intended to act as a substitute for the actual insurance policies, which insurance policies will govern in all cases. SLI, PAI, PEC and POM are subject to all provisions, limitations, and exceptions of the applicable policy applicable at the time of purchase. Upon request, a copy of the policy applicable with its complete terms and conditions is available for your inspection. National reserves the right to change insurance carriers or otherwise modify the insurance programs as it deems necessary.

**CANADIAN PRIVACY DISCLOSURE**

As of January 1, 2004, the Canadian Federal government's Personal Information Protection and Electronic Document Act (PIPEDA), a new privacy law will apply to National's Canadian operations. When making a reservation, renting a car and/or joining any of National's programs, including the Program, National needs to collect information about you to provide the required services. By joining the Program, you agree that National may collect and use the personal information set out in the Agreement for the purposes of: (i) verifying the information; (ii) assessing your application for renting a vehicle, (including your credit-worthiness and driver's record), and any change to that information; (iii) administering the Agreement (and for collection or all rental related charges, including damages to the Vehicle, third-party personal injury and property damage claims, and resolving disputed credit/debit charges); (iv) analyzing National's operations; (v) communicating with you from time to time about products and services that National offers; and (vi) offering you value added goods and services (including loyalty rewards or points and TollPass services) from National and from third parties with whom you have contracted marketing relationships ("Marketing Partners"). You hereby agree that National may disclose your personal information set out in the Agreement to: (1) your credit card issuer for the

purposes of completing the rental transaction, if you are paying by credit card; (2) credit bureaus to update your credit history; (3) National's affiliated and related entities for purposes (i) to (vi) above; (4) the Marketing Partners for the purposes of (vi) above; and (5) any other person or organizations as you may later authorize or as may be permitted or required by law. you agree that failure to provide your consent or the revocation of your consent in respect of purposes (i), (ii) and (iii) above, or to disclosures (1), (2), or (3) shall be considered as a default for which the Agreement may be terminated. With respect to your consent for National to disclose your personal information to those Marketing Partners who will issue loyalty rewards or points to you, you acknowledge that your consent is necessary for those purposes and that failure to provide such consent, or my revocation of it, may result in your not receiving loyalty rewards or points. You acknowledge that (i) your personal information will be held by National's parent company located at 6929 N. Lakewood Ave, Suite 100, Tulsa, OK, USA 74117, (ii) National's employees who are involved in the administration of the Agreement will have access to your personal information, and (iii) you can request access to your personal information and request that rectifications be made to your personal information.

If you want to contact National to: (1) inquire about National's privacy practices (including to secure a privacy brochure); (2) access National's information about you, (3) opt out of further communication or have any comments or questions, you can contact National as detailed below:

National Compliance & Privacy Officer  
280 Attwell Drive  
Toronto, Ontario  
M9L 2P3  
Telephone: 416-798-8802 ext. 259  
Facsimile: 416-798-8583

With a copy to:

National Compliance & Privacy Officer  
6929 N. Lakewood Ave., Suite 100  
Tulsa, OK 74117  
Facsimile: 918-401-6838.