

cific written permission from Hertz, which permission may be withheld in Hertz's sole discretion. If permitted, You must first obtain through Hertz insurance valid in Mexico. Hertz does not provide any liability protection with this Agreement while a Car is in Mexico.

#### 11. ACCIDENTS, THEFT AND VANDALISM

You must promptly and properly report any accident, theft or vandalism involving the Car to Hertz and to the police in the jurisdiction in which such incident takes place. You should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If You or any Authorized Operator receive any papers relating to such an incident, those papers must be promptly given to Hertz. You and any Authorized Operators must cooperate fully with Hertz's investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ALL LIABILITY PROTECTION, PAI/PEC, ESP, LIS, UMP, LDW, PDW AND LLDW. You and any Authorized Operators authorize Hertz to obtain any records or information relating to any incident, irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

#### 12. LIMITS ON LIABILITY

a. Hertz will not be liable to You or any Authorized Operators for any indirect, special or consequential damages (including lost profits) arising in any way out of any matter covered by this Agreement.

b. You understand and agree that it is improper for You to file a lawsuit concerning this Agreement against any entity other than Hertz.

#### 13. PRIVACY

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

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

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

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

c. If any provision of this Agreement conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction (but, to the extent permitted by law,

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

#### 15. PAYMENTS TO INTERMEDIARIES

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

#### 16. ARBITRATION AND CLASS ACTION WAIVER

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

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

This Arbitration Provision's scope is broad and includes, without limitation, any claims relating to any aspect of the relationship or communications between you, whether based on contract, tort, statute, fraud, misrepresentation or other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

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

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

You or Hertz may commence an arbitration by providing a written demand for arbitration to the other (to Hertz, The Hertz Corporation, 225 Brae Boulevard, Park Ridge, NJ 07656 Attn: Arbitration) and two copies of the demand to AAA. If You seek \$10,000 or less through arbitration, Hertz will reimburse You for any AAA required filing fee.

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

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING HERTZ AT [no.arbitration@hertz.com](mailto:no.arbitration@hertz.com) OR BY MAIL TO The Hertz Corporation, 225 Brae Boulevard, Park Ridge, NJ 07656 Attn: Arbitration. Include Your name, address, the number at the top

of the Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If You have previously notified Hertz of Your decision to opt out of arbitration, You do not need to do so again.

#### SUMMARY OF OPTIONAL SERVICES

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

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

#### LIABILITY INSURANCE SUPPLEMENT (LIS)

##### COVERAGE

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

##### LIMITS

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

##### EXCLUSIONS

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

##### HOW TO OBTAIN/DECLINE COVERAGE

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

#### UNINSURED MOTORIST PROTECTION (UMP)

##### COVERAGE AND LIMITS

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

##### EXCLUSIONS

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

##### HOW TO OBTAIN/DECLINE COVERAGE

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

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

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

#### PERSONAL ACCIDENT INSURANCE (PAI):

##### COVERAGE AND BENEFITS

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

##### EXCLUSIONS

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

##### NOTICE OF CLAIM

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

#### PERSONAL EFFECTS COVERAGE (PEC):

##### COVERAGE

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

##### COVERED PERSONS

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

##### LIMITS OF LIABILITY

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

##### EXCLUSIONS

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

##### NOTICE OF CLAIM

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

#### EMERGENCY SICKNESS PROTECTION (ESP)

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

#### PREMIUM EMERGENCY ROADSIDE ASSISTANCE (PERS)

If accepted, PERS reduces Your financial liability for services required to remedy

non-mechanical problems of the Car including lockouts, lost key / key fob, flat tire mounting and dead batteries, among other services. Full details are available at each rental location.

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

# Enjoy Your Trip

Name   
Color / Model   
License #   
Stall #

#### Call toll free for the following services

Emergency Roadside Assistance  1-800-654-5060  
Rental Extensions or Changes  1-800-654-4174  
Worldwide Reservations  1-800-654-3131  
Insurance Replacement Reservations  1-800-582-7499  
Customer Relations / Billing  1-800-654-4173

Inquiries (7am - 7pm CST M-F)  
Recent Copies Available at [hertz.com](http://hertz.com)

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

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

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

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

Return Mileage:

Return Date:  /  /

Return Time:  :  am / pm

I did not buy gas.

I did buy gas and the fuel level is:

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



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**Hertz**

#### RENTAL AGREEMENT TERMS AND CONDITIONS

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

#### 1. NATURE OF THIS AGREEMENT

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

#### 2. WHO MAY OPERATE THE CAR

Only You and the following persons, with Your permission ("Authorized Operators"), may operate the Car: (a) For rentals ("Replacement Rentals") which are designated as replacement rentals on the Rental Record, any person specifically named as an insured on Your automobile policy; and (b) for rentals other than Replacement Rentals, any other person who meets Hertz's qualifications and who signs an Additional Authorized Operator form at the time of rental or who is authorized under Your Hertz CDP number, if any, shown on the Rental Record. All Authorized Operators must be at least 20 years old (and Age Differential charge may apply for ages 20-24) and must have a valid driver's license from a jurisdiction acceptable to Hertz, except that (1) for rentals which commence in Michigan, all Authorized Operators need only be 18 years old and (2) for rentals which commence in states other than Michigan, persons operating the Car pursuant to clause (a) above need only be at least 21 years old. For rentals which commence in Michigan, if You or an Authorized Operator is under 25 years old (or, in the case of persons operating the Car pursuant to clause (a) above, 21 years old), an Underage Liability Charge will be assessed. Except to the extent necessary for valet parking or in an emergency as permitted by law, no other persons are permitted to operate the Car; for purpose hereof, an "emergency" shall mean urgent circumstances which, under the laws of the jurisdiction in which the alleged emergency occurred, would justify the operation of an automobile by an unlicensed driver. With respect to persons who must sign an Additional Authorized Operator Form, other qualifications may, at Hertz's discretion, be in effect at the time and place of rental and, where permitted by law, Hertz may impose an additional fee for such persons. By operating the Car (whether or not an Additional Authorized Operator form is completed), an Authorized Operator will be deemed jointly and severally responsible for Your obligations under this Agreement related to the Car, as well as for any obligations that this Agreement directly imposes on an Authorized Operator of the Car (for example: the obligations contained in Paragraphs 9 and 10(b)).

#### 3. RETURN

ORDINARY WEAR DUE TO REASONABLE USE EXCEPTED. YOU MUST RETURN THE CAR TO HERTZ IN THE SAME CONDITION IT IS IN WHEN YOU RECEIVE IT. YOU MUST RETURN THE CAR TO HERTZ BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, OR SOONER IF DEMANDED BY HERTZ. IN NO EVENT MAY YOU KEEP THE CAR FOR MORE THAN THIRTY (30) DAYS, UNLESS AUTHORIZED IN WRITING BY HERTZ. IF YOU FAIL TO RETURN THE CAR BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, HERTZ WILL CHARGE YOU AN OVERDUE ADMINISTRATIVE FEE. THE CAR WILL REMAIN SUBJECT TO THESE TERMS AND CONDITIONS UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT; IF YOU RETURN THE CAR AFTER HOURS, (A) YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE CAR UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT ON THE NEXT DAY THAT THE RETURN LOCATION IS OPEN

FOR BUSINESS AND (B) TIME CHARGES, CHARGES FOR LDW, PAI/PEC AND LIS, AND ANY CHARGES FOR ADDITIONAL SERVICES OR OTHER CHARGES WHICH ARE STATED ON THE RENTAL RECORD AS A PERIODIC RATE, MAY CONTINUE TO ACCRUE UNTIL THE RETURN LOCATION REOPENS FOR BUSINESS. IF YOU DO NOT RETURN THE CAR WHEN REQUIRED BY THIS AGREEMENT, THEN AFTER HERTZ SENDS YOU A WRITTEN DEMAND TO RETURN IT, SENT TO YOUR ADDRESS SHOWN ON THE RENTAL RECORD OR OTHERWISE PROVIDED TO HERTZ, HERTZ MAY, AT YOUR EXPENSE, RECOVER THE CAR WHERE AND WHEN IT IS FOUND. IF THE CAR IS FOUND ILLEGALLY PARKED OR APPARENTLY ABANDONED, OR IF THE CAR IS USED OR OBTAINED AS PROHIBITED UNDER PARAGRAPH 5, THEN HERTZ MAY RECOVER THE CAR WITHOUT DEMAND. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO A HEARING OR TO RECEIVE ANY NOTICE OR LEGAL PROCESS AS A PRE-CONDITION FOR HERTZ RECOVERING THE CAR. THE CAR MAY BE EQUIPPED WITH GLOBAL POSITIONING TECHNOLOGY OR OTHER TELEMATICS SYSTEMS AND A TRANSMITTER THAT ALLOWS HERTZ TO TRACK OR OTHERWISE LOCATE THE CAR AND PRIVACY IS NOT GUARANTEED. TO THE EXTENT PERMITTED BY LAW, YOU AUTHORIZED HERTZ' USE OF THE TECHNOLOGY INCLUDED IN THE CAR, INCLUDING TO TRACK THE LOCATION OF THE CAR, TO DISABLE THE CAR AND TO ASSIST IN THE REPOSSESSION OF THE CAR. UPON RETURN, IF THE CAR REQUIRES MORE THAN HERTZ'S STANDARD CLEANING, HERTZ MAY CHARGE YOU AN ADDITIONAL FEE TO HAVE THE CAR CLEANED.

#### 4. YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR AND OPTIONAL DAMAGE WAIVERS

a. EXCEPT AS STATED BELOW, YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE CAR RESULTING FROM ANY CAUSE INCLUDING BUT NOT LIMITED TO COLLISION, ROLLOVER, THEFT, VANDALISM, SEIZURE, FIRE, FLOOD, HAIL OR OTHER ACTS OF NATURE OR GOD, REGARDLESS OF FAULT.

b. EXCEPT AS STATED BELOW, YOUR RESPONSIBILITY WILL NOT EXCEED THE GREATER OF THE RETAIL FAIR MARKET VALUE OF THE CAR OR ITS MANUFACTURER BUYBACK PROGRAM VALUE AT THE TIME THE CAR IS LOST OR DAMAGED, LESS ITS SALVAGE VALUE, PLUS ACTUAL TOWING, STORAGE AND IMPOUND FEES, DIMINUTION OF VALUE OF THE CAR AS DETERMINED BY HERTZ, AN ADMINISTRATIVE CHARGE AND A REASONABLE CHARGE FOR LOSS OF USE. AS MORE GENERALLY PROVIDED IN PARAGRAPH 6, HERTZ MAY, WHERE PERMITTED UNDER APPLICABLE LAW, PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS AGAINST YOUR CREDIT CARD FOR THESE LOSSES, COSTS AND CHARGES, TOGETHER WITH ANY OTHER APPLICABLE CHARGES, AT OR FOLLOWING THE COMPLETION OF THE RENTAL.

c. YOUR RESPONSIBILITY FOR DAMAGE DUE TO THEFT OR OTHERWISE IS LIMITED BY LAW IN CERTAIN JURISDICTIONS.

d. IF YOU HAVE ACCEPTED THE OPTIONAL LOSS DAMAGE WAIVER ("LDW"), WHICH IS NOT INSURANCE, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e). IF YOU HAVE ACCEPTED THE OPTIONAL PARTIAL DAMAGE WAIVER ("PDW"), WHICH IS NOT INSURANCE AND WHICH IS NOT AVAILABLE FOR ALL RENTALS, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e), UP TO AN AMOUNT EQUAL TO THE LESSER OF \$1,000 AND ANY DEDUCTIBLE UNDER YOUR OWN AUTOMOBILE INSURANCE THAT APPLIES TO THE DAMAGE SUSTAINED BY THE CAR. IF YOU ACCEPT PDW, YOUR INSURER WILL BE BILLED FOR THE FULL AMOUNT OF THE LOSS; ONLY THE APPLICABLE DEDUCTIBLE UNDER YOUR POLICY (UP TO \$1,000) IS WAIVED AFTER THE LOSS IS PAID. IF YOU ACCEPT LIMITED LOSS DAMAGE WAIVER ("LLDW"), WHICH IS NOT INSURANCE AND WHICH IS AVAILABLE IN SEVERAL OPTIONS AND AT SELECT LOCATIONS, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR UP TO \$500, \$1000, OR \$3000 DEPENDING ON THE LLDW OPTION SELECTED, EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e). IN THOSE STATES WHERE THE SALE OF DAMAGE WAIVERS IS REGULATED OR PROHIBITED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR.

PURCHASE OF LDW, PDW, OR LLDW, WHICH ENTAILS AN ADDITIONAL DAILY CHARGE, IS NOT REQUIRED IN ORDER TO RENT A CAR AND MAY BE DECLINED. THE CHARGES FOR LDW IS BASED ON THE CAR RENTED, WHICH MAY NOT BE THE SAME AS THE CAR RESERVED. YOU AGREE TO REVIEW THE DAILY CHARGE FOR LDW, PDW OR LLDW AND THE ESTIMATED TOTAL CHARGES FOR LDW, PDW OR LLDW FOR YOUR RENTAL PRIOR TO ACCEPTING LDW, PDW OR LLDW. YOUR OWN INSURANCE (OR THAT OF AN AUTHORIZED OPERATOR) MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY (OR THAT OF THE AUTHORIZED OPERATOR) FOR LOSS OF OR DAMAGE TO THE CAR. BEFORE DECIDING WHETHER TO PURCHASE LDW, PDW, OR LLDW YOU ARE ADVISED TO CONSULT WITH YOUR INSURER AND/OR EXAMINE YOUR AUTOMOBILE INSURANCE POLICY AND THAT OF ANY AUTHORIZED OPERATOR TO DETERMINE WHETHER THE POLICY AFFORDS COVERAGE FOR LOSS OF OR DAMAGE TO A RENTED VEHICLE. AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE, INCLUDING THE AMOUNT OF THE DEDUCTIBLE AND ANY OTHER LIMITATIONS AND EXCESSES. YOU ARE ALSO ADVISED TO DETERMINE WHETHER SUCH COVERAGE IS PROVIDED UNDER THE AGREEMENT REGARDING THE CREDIT CARD WHICH IS USED TO PAY FOR THE RENTAL OR FROM ANY OTHER SOURCE AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE.

e. USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5 WILL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, VOID LDW, PDW AND LLDW AND CAUSE YOU TO BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THAT PROHIBITED USE.

f. YOU GRANT HERTZ A LIMITED POWER OF ATTORNEY TO PRESENT CLAIMS FOR DAMAGE TO OR LOSS OF THE CAR TO YOUR INSURANCE CARRIER OR ANY OTHER APPLICABLE THIRD PARTY.

#### 5. PROHIBITED USE OF THE CAR

NEITHER YOU NOR ANY AUTHORIZED OPERATOR MAY:

a. PERMIT THE USE OF THE CAR BY ANYONE OTHER THAN YOU OR AN AUTHORIZED OPERATOR;

b. INTENTIONALLY DESTROY, DAMAGE OR AID IN THE THEFT OF THE CAR;

c. TAKE OR ATTEMPT TO TAKE THE CAR INTO MEXICO OR TO ANYWHERE ELSE OUTSIDE OF THE UNITED STATES OR CANADA, EXCEPT AS EXPRESSLY PERMITTED UNDER THIS AGREEMENT;

d. ENGAGE IN ANY WILLFUL OR WANTON MISCONDUCT, WHICH, AMONG OTHER THINGS, MAY INCLUDE RECKLESS CONDUCT SUCH AS: THE FAILURE TO USE SEAT BELTS, THE FAILURE TO USE CHILD SEATS OR OTHER CHILD RESTRAINTS WHERE LEGALLY REQUIRED, USE OF THE CAR WHEN OVERLOADED OR CARRYING PASSENGERS IN EXCESS OF THE NUMBER OF SEAT BELTS IN THE CAR, USE OFF PAVED ROADS OR ON ROADS WHICH ARE NOT REGULARLY MAINTAINED, REFUELING THE CAR WITH THE WRONG TYPE OF FUEL, I.E., DIESEL IN A GASOLINE ENGINE OR GASOLINE IN A DIESEL ENGINE, LEAVING THE CAR AND FAILING TO REMOVE THE KEYS, OR FAILING TO CLOSE AND LOCK ALL DOORS, CAR WINDOWS OR THE TRUNK;

e. USE OR PERMIT THE USE OF THE CAR BY ANYONE:

1) WHILE LEGALLY INTOXICATED OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR OTHER ABSORBED ELEMENTS WHICH MAY ADVERSELY AFFECT A PERSON'S ABILITY TO DRIVE SAFELY;

2) FOR ANY PURPOSE THAT COULD PROPERLY BE CHARGED AS A CRIME, SUCH AS THE ILLEGAL TRANSPORTATION OF PERSONS, DRUGS OR CONTRABAND;

3) TO TOW OR PUSH ANYTHING UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY HERTZ TO TOW

4) IN A SPEED TEST, SPEED CONTEST, RACE, RALLY, SPEED ENDURANCE CONTEST OR DEMONSTRATION;

5) IN DRIVER TRAINING ACTIVITY;

6) TO CARRY PERSONS OR PROPERTY FOR HIRE (I.E., FOR A CHARGE OR FEE) UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY HERTZ;

7) IF THE CAR HAS BEEN OBTAINED FROM HERTZ BY FRAUD OR MISREPRESENTATION; OR

8) TO CARRY HAZARDOUS MATERIALS (OTHER THAN CUSTOMARY QUANTITIES OF MATERIALS USED IN THE OPERATION OF THE CAR THAT ARE STORED WITHIN THE CONTAINERS PROVIDED FOR THEM), EXPLOSIVES, BIOLOGICALLY ACTIVE MATERIALS THAT ARE HAZARDOUS TO HUMAN HEALTH OR RADIOACTIVE MATERIAL INCLUDING, BUT NOT LIMITED TO, ANY BIOLOGICALLY ACTIVE OR RADIOACTIVE MATERIAL FOR RESEARCH, EDUCATION, DEVELOPMENT OR INDUSTRIAL PURPOSES, OR FOR PURPOSES INCIDENTAL THERETO; AND

ANY USE OF THE CAR IN A MANNER PROHIBITED ABOVE:

i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WILL CAUSE YOU TO LOSE THE BENEFIT OF ANY LIMITATION ON YOUR LIABILITY FOR LOSS OF OR DAMAGE TO THE CAR, EVEN IF YOU HAVE ACCEPTED LDW, PDW OR LLDW;

ii. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WILL CAUSE YOU TO LOSE THE BENEFIT OF ALL PERSONAL ACCIDENT INSURANCE ("PAI") AND PERSONAL EFFECTS COVERAGE ("PEC"), LIABILITY INSURANCE SUPPLEMENT ("LIS") COVERAGE, UNINSURED MOTORIST PROTECTION, EMERGENCY SICKNESS PROTECTION AND LIABILITY PROTECTION PROVIDED BY HERTZ UNDER THIS AGREEMENT; AND

iii. WILL CONSTITUTE A BREACH OF THIS AGREEMENT, MAKING YOU RESPONSIBLE, TO THE FULLEST EXTENT PERMITTED BY LAW, FOR THE ACTUAL AND CONSEQUENTIAL DAMAGES TO HERTZ CAUSED BY THE BREACH, TOGETHER WITH HERTZ'S RELATED COSTS AND ATTORNEYS' FEES.

#### 6. PAYMENT OF CHARGES

You and any person, corporation or other entity to whom, with Hertz's consent, You expressly direct the charges in any way incurred under this Agreement ("Charges") to be billed, are jointly and severally responsible for payment of all Charges. If You direct Charges to be billed to any person, corporation or other entity, You represent that You are authorized to do so. Charges not paid on time as required by this Agreement may be subject to a late payment fee. You may also be charged a fee for any check used for payment of Charges that is returned to Hertz unpaid or for any credit, charge, debit/check or stored value/prepaid/gift card charges which are not honored by the card issuer. Payment for all Charges is due at the completion of the rental in cash or by a credit card, charge card, debit/check card or other device acceptable to Hertz; however, special rules may apply for rentals which are paid for with prepaid vouchers or coupons—see below. You may be required to present a credit, charge or debit/check card at the commencement of the rental and to agree to permit Hertz to bill Charges to that card. By providing a form of payment, You authorize Hertz to perform a check on Your credit and/or other data sources that identify any risk associated with a rental of the Car to You. Hertz may decline to rent based on this information. Stored value/prepaid/gift cards are not, and debit/check cards may not be, acceptable to qualify for rental, but both types of cards may be used for payment at return. Charges not known to Hertz at the completion of the rental are payable by You, or by the person, corporation or other entity to whom such Charges are to be billed, immediately upon receipt of an invoice therefore or by billing to the credit, charge or debit/check card presented at the time of rental, even if cash, another credit, charge or debit/check card, or a stored value/prepaid/gift card, was used to pay for charges at the completion of the rental. The payment of Charges by use of a credit, charge, debit/check or stored value/prepaid/gift card is governed by the terms of Your agreement with the card issuer. IF YOU PRESENT A CREDIT, CHARGE CARD OR DEBIT/CHECK CARD AT THE COMMENCEMENT OF THE RENTAL, YOU AUTHORIZE HERTZ TO RESERVE CREDIT WITH, OR OBTAIN AN AUTHORIZATION FROM, THE CARD ISSUER AT THE TIME OF RENTAL IN AN AMOUNT THAT MAY BE GREATER THAN THE ESTIMATED CHARGES EXCLUSIVE OF ANY APPLICABLE DISCOUNTS OR PROMOTIONS THAT ARE APPLIED AT TIME OF RETURN. IF YOU USE A DEBIT/CHECK CARD TO QUALIFY FOR A RENTAL, HERTZ WILL NOT BE LIABLE FOR OVERDRAFT CHARGES, OR FOR ANY OTHER LOSSES OR LIABILITIES WHICH YOU MAY INCUR, IN THE EVENT THAT YOU OVERDRAW YOUR ACCOUNT AFTER HERTZ RECEIVES THIS AUTHORIZATION. IF THE AUTHORIZATION OBTAINED AT THE COMMENCEMENT OF THE RENTAL EXCEEDS THE ACTUAL CHARGES INCURRED IN CONNECTION WITH THE RENTAL, THERE MAY

BE A DELAY BETWEEN THE TIME THAT THE CHARGES ARE RECEIVED BY YOUR CARD ISSUER AND THE TIME THAT THE CARD ISSUER RELEASES THE EXCESS. HERTZ WILL PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS FOR ALL ACTUAL CHARGES AT OR FOLLOWING THE COMPLETION OF THE RENTAL. Hertz may audit all Charges. If any errors are found, You will pay the corrected Charges. If payment was by credit, charge, debit/check or stored value/prepaid/gift card, You authorize Hertz to correct the Charges with the card issuer. Hertz will notify You of any correction. Restrictions on Vouchers may apply.

Hertz may from time to time issue prepaid vouchers or coupons represented either by documents or by entries in Hertz's records ("Vouchers") which may be used to pay rental charges subject to the terms and conditions of the Vouchers. Vouchers must be submitted at the time that the rental commences. Persons who pay by voucher may be required to pay the amount by which the estimated charges for the rental exceed the value of the Voucher at the commencement of the rental.

#### 7. COMPUTATION OF CHARGES

a. TIME CHARGES are computed at the rates specified on the Rental Record for days, weeks, months, extra hours and extra days (including days in excess of any longer specified time period). THE MINIMUM RENTAL CHARGE IS FOR ONE RENTAL DAY. RENTAL DAYS CONSIST OF CONSECUTIVE 24-HOUR PERIODS STARTING AT THE TIME THE RENTAL BEGINS, OR ANY PORTION OF A CALENDAR DAY, AS NOTED ON THE RENTAL RECORD. The extra hours rate shown on the Rental Record is charged for each full or partial hour in excess of a rental day until such extra hours' charges equal the daily rate specified on the Rental Record for an extra day. RENTAL RATE IS SUBJECT TO INCREASE IF YOU RETURN THE CAR MORE THAN 24 HOURS BEFORE OR 24 HOURS AFTER THE SCHEDULED RETURN TIME. LATE RETURNS BEYOND 30 MINUTE GRACE PERIOD SUBJECT TO EXTRA HOUR AND/OR EXTRA DAY CHARGES. As stated in Paragraph 3, if the Car is returned after hours, charges may continue to accrue until the return location reopens for business. IF YOU FAIL TO COMPLY WITH ANY CONDITIONS SPECIFIED ON THE RENTAL RECORD APPLICABLE TO SPECIAL RATES, HERTZ'S OTHERWISE APPLICABLE RENTAL RATES WILL BE CHARGED.

b. MILEAGE CHARGES, including those for extra miles, if any, are based on the per mile rate specified on the Rental Record. The number of miles driven is determined by subtracting the Car's odometer reading at the beginning of the rental from the reading when the Car is returned, excluding tenths of miles. The per mile rate is then multiplied by the number of miles driven or, in the case of extra miles, by the number of miles driven in excess of the number of miles allowed, as specified on the Rental Record. The result is the Mileage Charge.

c. A SERVICE CHARGE may be applied if You return the Car to any location other than the location from which it is rented. Any change to Your reservation may impact the rental charges. Rental charges may be higher if you make any change to Your rental, including a change to extend the rental, the drop-off location or return the Car prior to the scheduled return date.

d. LDW, PDW, LLDW, PAI/PEC, LIS, UMP and ESP CHARGES, if applicable, are due and payable in full for each full or partial rental day, at the rates specified on the Rental Record.

e. TAXES, TAX REIMBURSEMENTS, VEHICLE LICENSING FEES, AIRPORT AND/OR HOTEL RELATED FEES AND FEE RECOVERIES, GOVERNMENTAL OR OTHER SURCHARGES AND SIMILAR FEES are charged/recovered as and where required or permitted by applicable law.

f. TOLL, PARKING & TRAFFIC OCCURRENCES/VIOLATIONS: YOU WILL BE RESPONSIBLE FOR AND PAY ALL TOLL OCCURRENCES, ALL PARKING, TRAFFIC AND TOLL VIOLATIONS, , OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUNDMENT FEES AND ALL TICKETS CHARGED TO THE CAR, ARISING OUT OF THE USE, POSSESSION OR OPERATION OF THE CAR BY YOU OR BY AN AUTHORIZED OPERATOR. You

authorize Hertz to release Your billing/rental information and charge or debit card information or billing account information and information regarding Your rental to American Traffic Solutions, Inc. and PlatePass, LLC for the exclusive purpose of processing and billing for unpaid toll occurrences, and any violations, fines, penalties and fees (and for PlatePass services, if utilized). You also agree to indemnify Hertz and/or American Traffic Solutions, Inc. and PlatePass, LLC if they pay same. You agree to pay, upon billing, applicable administrative fees, related to the cost of paying for such toll occurrences or toll, parking or traffic violations and the cost of providing information about You to a court or governmental agency for each unpaid toll occurrence and for each toll, parking or other citation incurred during Your rental. You further understand that Hertz, American Traffic Solutions, Inc. and/or PlatePass, LLC may furnish information regarding You, including but not limited to Your name, address and driver's license number to the governmental agency or court responsible for issuing or enforcing unpaid toll occurrences and toll, parking, or other citations that You incur during your rental.

g. RECOVERY EXPENSE consists of all costs of any kind incurred by Hertz in recovering the Car either under this Agreement, or if it is seized by governmental authorities as a result of its use by You, any Authorized Operator or any other operator with Your, his or her permission, including, but not limited to, all attorneys' fees, court costs, and an Administrative Fee.

h. COLLECTION EXPENSE consists of all costs of any kind incurred by Hertz in collecting Charges from You or the person, corporation or other entity to whom they are billed, including but not limited to all attorneys' fees and court costs.

i. LATE PAYMENT FEES may be applied to any balance due for Charges that are not paid within 30 days of Hertz's mailing an invoice for such Charges to You or the person, corporation or other entity to whom they are to be billed. Such invoice may be mailed either to Your or their address specified at time of rental, or Your or their billing address on file with Hertz.

j. FINES AND OTHER EXPENSES include, but are not limited to, fines, penalties, attorneys' fees and court costs assessed against or paid by Hertz resulting from the use of the Car by You, any Authorized Operator or any other operator with Your, his or her permission.

k. CHARGES FOR ADDITIONAL SERVICES, such as Hertz NeverLost® In-Car Navigation System and infant and toddler car seats, if applicable, will be charged at the applicable rates specified on the Rental Record. Charges for additional services, if stated on the Rental Record as a daily rate, are due and payable for each full or partial rental day.

l. ANY OTHER CHARGES specified on the Rental Record will be charged at the applicable rates specified on the Rental Record. Any such charges which are stated on the Rental Record as a daily rate shall be due and payable for each full or partial rental day.

m. LOST KEYS/KEY FOBS/LOCKOUTS: If You lose the keys / key fob to the Car, Hertz may charge You for the cost of replacing the keys or key fob and for the cost of delivering replacement keys / key fob (if possible) or towing the Car to the nearest Hertz location. If You lock the keys / key fob in the Car and request assistance from Hertz, Hertz may charge You for the cost of delivering replacement keys / key fob (if possible) or towing the Car to the nearest Hertz location.

n. Charges will continue to accrue until the Car is returned to Hertz or, if the Car has been stolen, until You report the theft both to the police in the jurisdiction in which the theft occurs and to Hertz.

#### 8. REFUELING OPTIONS

Most Hertz rentals come with a full tank of gas, but that is not always the case. The refueling options are:

(1) IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Hertz a charge for fuel.

a. For rentals from select locations: IF YOU DRIVE 75 MILES OR LESS, as determined by subtracting the Car's odometer reading at the beginning of the rental from the reading when the Car is returned, excluding tenths of miles, YOU MUST PRODUCE A RECEIPT AT THE TIME OF RETURN INDICATING THAT FUEL WAS PURCHASED SO THAT THE CAR IS RETURNED WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT. If You drive 75 miles or less and You do not produce such a receipt at the time of return, You will be charged the  $\leq 75$  mile Fuel and Service Charge at the rate specified on the Rental Record, to the extent permitted by law.

(2) IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable per-mile/kilometer or per-gallon rate specified on the Rental Record. However, for rentals from select locations, if You drive the Car 75 miles or less You will be charged the  $\leq 75$  mile Fuel and Service Charge at the rate specified on the Rental Record, to the extent permitted by law.

(a) The per-mile/kilometer rate is used if You do not buy fuel during the rental. To calculate this amount, Hertz multiplies the number of miles driven, as shown on the car's odometer, times the per-mile/kilometer rate shown on the Rental Record.

(b) The per-gallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Hertz multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE/KILOMETER AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

(3) IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following case:

a. If You drive the Car 75 miles or less from select locations, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged the  $\leq 75$  mile Fuel and Service Charge at the rate specified on the Rental Record, to the extent permitted by law.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a.) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.

#### 9. RESPONSIBILITY FOR PROPERTY

YOU AGREE THAT HERTZ IS NOT RESPONSIBLE TO YOU, ANY AUTHORIZED OPERATORS OR ANYONE ELSE FOR ANY LOSS OF OR DAMAGE TO

YOUR OR THEIR PERSONAL PROPERTY CAUSED BY YOUR OR THEIR ACTS OR OMISSIONS, THOSE OF ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY HERTZ'S NEGLIGENCE. YOU AND ANY AUTHORIZED OPERATORS HEREBY WAIVE ANY CLAIM AGAINST HERTZ, ITS AGENTS, EMPLOYEES OR AFFILIATES, FOR LOSS OF OR DAMAGE TO YOUR OR ANYONE ELSE'S PERSONAL PROPERTY, WHICH INCLUDES, WITHOUT LIMITATION, PROPERTY LEFT IN ANY HERTZ VEHICLE OR BROUGHT ON HERTZ' S PREMISES, CAUSED BY YOU OR ANY AUTHORIZED OPERATORS, BY ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY HERTZ'S NEGLIGENCE WHETHER IN WHOLE OR IN PART. YOU AND ANY AUTHORIZED OPERATORS AGREE TO INDEMNIFY AND HOLD HERTZ HARMLESS FROM ANY CLAIM AGAINST HERTZ FOR LOSS OF OR DAMAGE TO PERSONAL PROPERTY THAT IS CONNECTED WITH ANY RENTAL UNDER THIS AGREEMENT.

#### 10. LIABILITY PROTECTION

a. WITHIN THE LIMITS STATED IN THIS SUBPARAGRAPH, HERTZ WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND YOU AND ANY OTHER AUTHORIZED OPERATORS FROM AND AGAINST LIABILITY TO THIRD PARTIES, WHICH BY DEFINITION EXCLUDES ANY OF YOUR OR ANY AUTHORIZED OPERATOR'S FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM OR DAMAGE TO PROPERTY OWNED BY YOU OR ANY FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION, FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE, IF THE ACCIDENT RESULTS FROM THE USE OF THE CAR AS PERMITTED BY THIS AGREEMENT. THE LIMITS OF THIS PROTECTION, INCLUDING OWNER'S LIABILITY, ARE THE SAME AS THE MINIMUM LIMITS REQUIRED BY THE AUTOMOBILE FINANCIAL RESPONSIBILITY LAW OF THE JURISDICTION IN WHICH THE ACCIDENT OCCURS, UNLESS HIGHER LIMITS APPLY FOR THE CDP NUMBER OR RATE PLAN SHOWN ON THE RENTAL RECORD, IF ANY, OR, IN THE CASE OF A REPLACEMENT RENTAL, THE APPLICABLE CONTRACT, IF ANY, BETWEEN HERTZ AND THE AUTOMOBILE INSURER WHICH IS RESPONSIBLE FOR DAMAGE OR LOSS TO YOUR VEHICLE. THESE LIMITS MAY NOT BE ADEQUATE TO FULLY COVER YOUR LIABILITY IN THE EVENT THAT YOU ARE INVOLVED IN AN ACCIDENT. THIS PROTECTION WILL CONFORM TO THE BASIC REQUIREMENTS OF ANY APPLICABLE MANDATORY "NO FAULT" LAW BUT DOES NOT INCLUDE "UNINSURED MOTORIST," "UNDERINSURED MOTORIST," "SUPPLEMENTARY NO FAULT" OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERTZ AND YOU HEREBY WAIVE AND REJECT THE INCLUSION OF ANY SUCH PROTECTION. If such protection is imposed by operation of law, then the limits of such protection will be the minimum required for primary liability protection by the law of the jurisdiction in which the accident occurs. Hertz warrants that the protection described in this subparagraph is primary with respect to any insurance coverage which You or an Authorized Operator may have. TO THE EXTENT PERMITTED BY LAW, HERTZ' DEFENSE OBLIGATIONS TO YOU OR ANY AUTHORIZED OPERATOR HEREUNDER SHALL CEASE AFTER THE APPLICABLE LIMITS OF LIABILITY PROTECTION ARE TENDERED OR EXHAUSTED.

b. YOU AND ALL OPERATORS WILL INDEMNIFY AND HOLD HERTZ, ITS AGENTS, EMPLOYEES AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, ATTORNEYS' FEES AND EXPENSE OF ANY KIND (A "LOSS") IN EXCESS OF THE LIMITS STATED HEREIN OR BEYOND THE SCOPE OF THE PROTECTION PROVIDED FOR HEREIN, ARISING FROM THE USE OR POSSESSION OF THE CAR BY YOU, ANY AUTHORIZED OPERATOR OR ANY OTHER OPERATOR(S) WITH YOUR, HIS OR HER PERMISSION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES INCURRED BY HERTZ TO ENFORCE ANY OF ITS RIGHTS HEREUNDER, UNLESS SUCH LOSS ARISES OUT OF HERTZ'S SOLE NEGLIGENCE.

c. The Car may not be driven into Mexico without first obtaining spe-