



Invoice

Commuter with Enterprise
P.O. Box 804935
Kansas City, MISSOURI 64180-4935

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CALIFORNIA 92840

Billing Period: Mar 2019
Invoice Date: 02/21/2019
Invoice #: E00207202212019
Due Date: 03/05/2019
Total Amount Due: \$3,740.00



Total amount due is payable to Commute with Enterprise on 03/05/2019

| | |
|---------------------------------|-------------------|
| Billing Summary | |
| Prior Balance as of 01/20/2019: | \$3,740.00 |
| Current Charges: | \$3,740.00 |
| Current Payments: | (\$3,740.00) |
| Total Amount Due: | \$3,740.00 |

Billing questions? Please contact 1-800-VAN-4-WORK
Thank you for choosing Commute with Enterprise!

.....
Please return this portion with remittance:

Remit to: Commute with Enterprise
P.O. Box 804935
Kansas City MISSOURI 64180-4935

Billing Period: Mar 2019
Invoice Date: 02/21/2019
Invoice #: E00207202212019
Due Date: 03/05/2019
Total Amount Due: \$3,740.00

Please include billing number with payment

**TRIP REDUCTION PROGRAM/
RIDESHARE POLICY**

PURPOSE: The Trip Reduction Program (TRP) / Rideshare Program is designed to meet two major objectives: 1) to contribute toward better air quality management in the South Coast air basin; and 2) to help reduce the number of single occupant vehicles on our freeways and streets during the peak hours of 6am to 10am Monday through Friday.

REGULATION:

1. It is the City's policy to comply with Rule 2202 of the South Coast Air Quality Management District, and to support, encourage, and promote an active campaign designed to solicit non-solo driving commute methods. As part of this campaign, the City shall provide a variety of incentives to promote participation. The City encourages employees to share rides and utilize alternative modes of transportation for the purpose of reducing emissions and traffic congestion in Southern California. The TRP Rideshare Program consists of carpooling, vanpooling, walking, biking, and/or using public transit systems as primary modes of transportation. Motorcycles are not included in the program.
2. Eligibility
 - a. All City of Garden Grove employees (excluding contract employees) who choose an alternate commuting method (i.e., bus, train, carpool, bicycle, walk, electric / hybrid vehicles) may be eligible to participate and receive incentives in the program.
 - b. At least 50% of the one-way commute distance of each participant must be in the rideshare mode you have designated.
3. Enrollment
 - a. As a member of the City of Garden Grove's TRP Rideshare program, employees receive special privileges and benefits.
 - b. To participate in this voluntary program, employees must fill out a TRP Rideshare Program Enrollment Form and submit it to the Employee Transportation Coordinator (ETC) in Human Resources. This information is available in the Human Resources Department or at New Employee Orientation. Once the Trip Reduction Program Enrollment Form is received, the employee will be enrolled in the online system. No incentive can be made until the registration forms have been received and approved by the Human Resources Department. The City of Garden Grove incentive plan is designed to encourage alternate commuting methods by all employees.
 - c. No participation for six (6) months or longer may result in dis-enrollment from the program.

4. Incentives

- a. As a Rideshare participant, employees will become eligible for various incentives listed below:
- | | |
|---|------------|
| ▪ Guaranteed Emergency Ride | Appendix A |
| ▪ Metrolink Subsidy | Appendix B |
| ▪ Flexible Work Schedules/Compressed Work Week | Appendix C |
| ▪ Points for Participation | Appendix D |
| ▪ Preferred Parking for Carpoolers | Appendix E |
| ▪ Free Bus Passes | Appendix F |
| ▪ Lunch Time City Vehicle Usage | Appendix G |
| ▪ Clean Vehicle Rebates | Appendix H |
| ▪ City Fleet Carpool/Vanpool | Appendix I |
| ▪ Bicycle Lockers/Racks | Appendix J |
| ▪ Bicycle Purchase Loan | Appendix K |
| ▪ Commuter Support | Appendix L |
| ▪ Onsite Showers and Locker Facilities | Appendix M |
| ▪ Onsite Purchase of Movie and Amusement Park Tickets | Appendix N |
| ▪ Program Campaigns | Appendix O |
| ▪ Automatic Payroll Check Deposit | Appendix P |

These incentives are available for *inbound* trips to the worksite only. Incentives may be discontinued at any time without prior notification to employees.

5. Employee Income Tax Consequences

- a. By Law, employees who receive cash incentives while in the TRP program are required to pay additional taxes on the total.

6. Open Enrollment/Changes/Withdrawals

- a. Enrollment for the Rideshare program may occur at any time during the year, but will only become effective during the month the enrollment form is received. Backdating is not permitted. Interested employees must contact the Human Resources Department to complete an enrollment form.
- b. Changes such as an employee's work schedule, employment status, or carpool partners change must be reported to Human Resources either in person or via email to the ETC.
- c. To withdraw from the program, an employee is required to contact the Human Resources Department and complete the Commuter Withdrawal Form or email the ETC. Lack of participation for six (6) months or more will result in an administrative disenrollment. This information will then be forwarded to the employee's immediate supervisor and Rideshare Representative for cash out of Points for Participation. Abuse of the TRP will result in revocation of privileges and/or charging back incentives improperly received.

7. Participation Verification

- a. Since the program is based on the “honor system,” each participant is asked to honor his or her commitment. However, supervisors will confirm employees’ commutes as they confirm work hours, performance, and related activities. Corrections to calendars submitted or participation point accrual will be made should payroll anomalies be identified. It is important that program rules are followed. Failure to comply with program guidelines or dishonesty could result in disciplinary action and/or penalties up to and including termination and/or restitution of City funds if granted under false pretenses.

8. Commuting Options and Definitions

- a. **Carpool**
 - Capacity: Two to six people
 - Trip Length: Four to 40 miles one-way
 - Driver Requirements: Class C License
 - Trip Characteristics: Members decide on one or more pick-up and drop-off locations, normally at homes or park-and-rides.
 - Participant, who work for different employers, as well as unemployed people, are included within this definition as long as they are in the vehicle for the majority of the total trip distance.

- b. **Vanpool**
 - Capacity: Seven to 15 people
 - Trip Length: 15 or more miles one-way
 - Driver Requirements: Class C License with a class 2 physical examination certification. Each van must have at least one regular driver and one backup driver. Drivers must be employees, but are not directly compensated for operating the van, but instead earn Points for Participation.
 - Only City of Garden Grove employees enrolled in the Rideshare Program are permitted to ride in a City Fleet Carpool. Participants must be in the van for the majority of the trip.

- c. **Walking**
 - Capacity: One person
 - Trip Length: One to three miles one-way
 - Driver Requirements: None
 - Trip Characteristics: None

- d. Bicycling
 - Capacity: One person
 - Trip Length: One to fifteen miles one way
 - Driver Requirements: None
 - Trip Characteristics: Travel to and from work using local streets and bike paths.

- e. Public Transportation Bus and Train
 - Capacity: 16—25 people
 - Trip Length: Varies
 - Driver Requirements: None
 - Trip Characteristics: Buses and Trains run on predetermined schedules and routes set by the transit agencies.
 - Public transportation includes buses or trains operated by Orange County Transit Authority and Southern California Regional Rail Authority.

- f. Electric/Hybrid Vehicles
 - Electric vehicles are zero emission vehicles (ZEV) or dedicated natural gas vehicles (NGV). Hybrid vehicles are partial zero emission vehicles (PZEV) with 90 percent less emissions, advanced technology partial zero emission vehicles (ATPZEV) with 90 percent or less emissions, or super ultra-low emission vehicles (SULEV) with 90 percent less emissions. Driving a ZEV to work qualifies for rideshare points for participation.

9. Department Rideshare Representative Duties

- a. Approving all calendars assigned to them through the online Rideshare System.
- b. Answer questions by employees in their department relating to Rideshare incentives.
- c. Provide employees with the documentation necessary for the following incentives:
 - Rideshare Program Enrollment form
 - Bicycle Purchase Loan Agreement
 - Metrolink Reimbursement form
 - General Rideshare Program information
 - Assistance with the online Rideshare System
 - Event Information and assistance as needed
 - Once employees complete paperwork, Rideshare Representatives will forward it to the ETC in Human Resources for processing.
- d. Assist with any rideshare events as requested by the ETC.

10. Conclusion

- a. Aside from the direct incentives offered, ridesharing benefits our employees directly and helps improve the living standards of everyone in Southern California. By ride sharing, employees can avoid the stressful battle with traffic every morning and afternoon.
- b. The City of Garden Grove supports and encourages its employees to participate in the Rideshare Program on a voluntary basis. The incentives provided in this program have been used successfully in various places around the country. Ridesharing experts agree that that type of program we have implemented will result in a substantial increase in non-solo driving.
- c. As approved by the City Council, funding for the TRP is provided by AB 2766 revenue.

August 24, 2015

Date



Scott C. Stiles
City Manager

Enterprise Rideshare DRIVER APPLICATION & AGREEMENT

Please type or print all information

Name of VANPOOL COORDINATOR of your Vehicle: _____

Name of your EMPLOYER: _____

Note: You must list at least 3 years of residence and employment history.

| DRIVER INFORMATION | | | | | | | | | | |
|--|--|-------------------------------|-------------------------|---|---|------------------------|--|----------------------------------|-------------------------------|-----------------------|
| First | | | Middle | | | Last | | | | |
| Current Address | | | | City | | | State | Zip | | Years at this Address |
| Previous Address | | | | City | | | State | Zip | | Years at this Address |
| Home Phone | | Work Phone | | Ext | Work Fax | | | EMAIL Address: | | |
| Employer Name | | Position | | | Department | | | Supervisor | Work Hours Arrive / Depart | |
| Employer Address | | | | City | | | State | Zip | | Years/Months Employed |
| Former Employer (if less than 3 years with current employer) | | | | | | | | | Years/Months Employed | |
| DRIVING INFORMATION | | | | | | | | | | |
| Birth Date | | | Driver's License Number | | | Driver's License State | | Driver's License Expiration Date | | |
| Total Years Driving Experience | | Total years licensed in State | | Number of Moving Violations in last 3 years | | | Number of "At Fault" Accidents in last 3 years | | | |
| If Licensed less than 5 years, list previous State(s) and License #(s) | | | | | Name of your Automobile Insurance Company | | | | | |
| Your Automobile Insurance Policy Number | | | | | Insurance Agent's Phone Number | | | | | |

Enterprise Rideshare

DRIVER AGREEMENT

This DRIVER AGREEMENT (this "Agreement") is made and entered into by and between Enterprise Rent-A-Car Company of Los Angeles, LLC, doing business as ENTERPRISE RIDESHARE ("Enterprise"), and the individual whose name and address is set forth on the signature page of this Agreement (the "Driver"). Driver is further defined as an individual who has completed this Agreement and who has been approved by Enterprise in writing to operate the Vehicle and only as permitted in this Agreement.

Enterprise and Driver agree as follows:

1. **Vanpool Coordinator.** For purposes of this Agreement, Vanpool Coordinator is defined as the person who enters into a Vanpool Coordinator Agreement with Enterprise and signs the Vehicle Condition Checklist ("VCC") attached thereto.
2. **The Vehicle.** During the term of this Agreement and subject to the terms of the applicable Vanpool Coordinator Agreement, Enterprise will provide a Vanpool Coordinator with the use of the vehicle(s) identified in the Vanpool Coordinator's VCC ("Vehicle"). A Vanpool Coordinator may grant use of Vehicle to an approved Driver. Enterprise may from time to time at its option substitute a replacement vehicle for the Vehicle and such replacement vehicle will then become the "Vehicle" for purposes of this Agreement.
3. **Ownership of Vehicle.** Enterprise or an entity affiliated with Enterprise is the sole and exclusive owner of the Vehicle and Driver does not have any right, title or interest in or to the Vehicle except as to the use of the Vehicle subject to the terms and conditions of this Agreement.
4. **No Agency or Employment Arrangement.** Driver is an independent party participating with others in a vanpool/carpool arrangement and is not an agent, servant or employee of Enterprise. Enterprise is not an agent of Driver. Nothing in this Agreement shall establish any joint venture or other such relationship between Enterprise and Driver or Vanpool Coordinator.
5. **Rental Period and Driver's Rights.** The Rental Period begins on the date the first Vehicle is delivered to or is made available for pickup by the Vanpool Coordinator associated with the Vehicle and continues on a month-to-month basis until terminated under the applicable Vanpool Coordinator Agreement. Enterprise hereby agrees to allow Driver to use and operate the Vehicle as a Driver upon and subject to the terms and conditions of this Agreement. Driver understands that Enterprise may terminate Driver's right to use the Vehicle at any time with or without cause.
6. **Driver's Responsibilities.** Driver hereby consents and agrees to the terms of this Agreement. Driver hereby assumes and agrees to perform and observe all of the obligations, duties and responsibilities of a Driver under this Agreement. Driver agrees that Enterprise may from time to time amend this Agreement with notice to Driver. Driver shall be responsible for prompt and complete payment to Driver's Vanpool Coordinator for Driver's portion or share of the Vanpool charges and expenses.
7. **Use of Vehicle.**
 - a. The Vehicle will be used solely to pick up, transport and deliver individuals who participate in a vanpool/carpool arrangement to and from their residences (or other similar locations agreed to by the Vanpool Coordinator, as set forth in the Vanpool Coordinator Agreement, and the passengers) and their places of employment. The Driver may use the Vehicle for occasional and limited personal use so long as the total of personal miles plus commute miles for the month does not exceed the monthly mileage allowance for the Vehicle. The Driver will at all times operate the Vehicle in accordance with all applicable laws, rules and regulations. Driver will not operate any Vehicle if there is any concern regarding the safe operation of such Vehicle or maintenance issues which could cause damage to the Vehicle. No smoking will be allowed in any Vehicle.
 - b. Driver agrees not to use the Vehicle under any of the following conditions:
 - i. Vehicle shall not be driven by any person other than an Enterprise-approved Driver.
 - ii. Vehicle shall not be used for transporting persons for hire; as a school bus; or for driver training.

- iii. Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property
 - iv. Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.
 - v. Vehicle shall not be used to carry passengers in excess of the number of seat belts provided with the vehicle at the time of delivery or outside of the passenger compartment.
 - vi. Driver shall not remove any seats from Vehicle.
 - vii. Vehicle shall not be driven by any person impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
 - viii. Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and / or guidelines.
 - ix. Vehicle shall not be driven or taken outside the United States unless authorized by Enterprise.
 - x. Vehicle shall not be driven, except in an emergency, upon other than paved public highways or paved or suitable graded private roads or driveways, or over bridges posted for a maximum weight of three (3) tons or less;
 - xi. Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Enterprise; or who misrepresents or withholds facts to/from Enterprise material to rental, use or operation of Vehicle.
 - xii. Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
 - xiii. Vehicle shall not be driven outside of a two hundred (200) mile radius of the applicable Driver's home.
 - xiv. Vehicle shall not be parked overnight, other than at a Driver's residence, unless so stated in the VCC
 - xv. Vehicle shall not be operated without making reasonable effort to ensure that all occupants including the Driver are wearing their seat belts.
 - xvi. Vehicle shall not be used or operated to transport groups, such as church groups, scout troops, athletic teams, or any other non-profit organizations.
- c. In the event of any violation of the limits on use or any other provision of this Agreement, Enterprise automatically, without any further notice to Driver, terminates their right to use Vehicle and Enterprise retains any other rights and remedies provided by law. Enterprise has the right to seize Vehicle without legal process or notice to Driver. Driver hereby waives all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Enterprise in returning Vehicle to the original rental office.
- d. If Driver continues to operate Vehicle after the right to do so is terminated, Enterprise has the right to notify police Vehicle has been stolen. Driver hereby releases and discharges Enterprise from and indemnifies, defend and hold Enterprise harmless against any liability arising from such notice.
- e. Driver understands and agrees:
 - i. Each driver of the van shall possess the requisite driver's license necessary for the operation of the van dependent on usage and/or organizational status of the renting company.
 - ii. That if the van is to be used for transporting passengers for hire or profit, or by any nonprofit organization or group, all drivers of the van shall possess a valid class B license with a passenger transport endorsement.
 - iii. That if the van is used by any public or private school or school district (including any California community or state college), as governed by Section 39800.5 of the Education Code or Section 10326.1 of the Public Contract Code, all drivers of the van shall possess a valid class B license with a passenger transport endorsement.
 - iv. That if the van has a seating capacity of 15 passengers including the driver and is to be used by any public or private school or school district (including any California community or state college), as governed by Section 39800.5 of the Education Code or Section 10326.1 of the Public Contract Code, Driver shall possess a valid class B license with a passenger transport endorsement.
 - v. Driver acknowledges that they are **not authorized**, allowed, or insured to drive any vanpool that seats more than 10 people unless they have a current medical certificate.
- f. If Vehicle has a seating capacity of ten (10) or more including the driver, the following is applicable:

U.S. DEPARTMENT OF TRANSPORTATION LARGE VAN ADVISORY

The risk of a rollover crash in a 15-passenger van dramatically increases as the number of occupants increases to full capacity. Placing a load on the roof also contributes to this increased risk of rollover. These

two conditions change the van's center of gravity. As a result, the van has less resistance to rollover and handles differently from other passenger vehicles making it more difficult to control in an emergency situation. Most vehicle rollovers are single vehicle crashes in which the vehicle runs off the road and overturns when it strikes a ditch, embankment, soft soil, or other object.

TIPS FOR PREVENTING ROLLOVER

Drivers must be well rested and maintain a safe speed for weather and road conditions. Drivers must be especially cautious on *curved* rural roads and maintain a safe speed to avoid running off the road. If the van's wheels drop off

the roadway, *gradually* reduce speed and steer back onto the roadway when it is safe to do so.

BUCKLE UP FOR SAFETY

Eighty percent of people killed in rollover crashes in 15-passenger vans were not wearing seat belts.

Passengers can dramatically reduce their risk of being killed or seriously injured in a rollover crash by simply using their seat belts. All vehicle occupants should always wear seatbelts. Drivers should be responsible for enforcing the use of seatbelts.

OTHER TIPS FOR SAFE DRIVING

When a 15-passenger van is not full, passengers should sit in seats that are in front of the rear axle. More than 15 people should never be allowed to ride in a 15-passenger van. Because 15-passenger vans are substantially longer and wider than cars, they: require more space and additional reliance on the side-view mirrors for passing; do not respond as well to abrupt steering maneuvers; require additional braking time.

Initial

Date

8. Insurance and Risk of Loss.

- a. During the term of this Agreement, and while the vehicle is operated during Driver's
 - i. Commute to or from the Driver's regular workplace location, which shall include picking up and dropping off other passengers
 - ii. Movement of Vehicle to a maintenance or repair facility,
 - iii. Movement of Vehicle to an Enterprise location for replacement or return,
 - iv. Movement to a refueling or car wash facility in the normal course of a commute,Enterprise will, at its expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage and Uninsured/Underinsured Motorist Coverage with no deductible in the amount stated on the VCC applicable to the Vehicle. At its option, Enterprise may provide this insurance coverage either through a third party insurance carrier or through self-insurance.
- b. This insurance will not apply to
 - i. any obligation for which a Driver, employer or any insurance carrier may be responsible or held liable under any Worker's Compensation law or any similar law, rule or regulation;
 - ii. no fault benefits or personal injury protection (unless required by law), and the Driver expressly waive any right the Driver may have to claim these benefits from this insurance;
 - iii. any obligation assumed by a Driver under any express or implied contract or agreement;
 - iv. any liability of a Driver, or any employer of a Driver, arising while the Vehicle is being operated or used in violation of any of the terms of this Agreement; or
 - v. the extent a claim is not covered under or excluded by the applicable policy of insurance.
- c. Subject to the limits on use outlined in Paragraph 7 above, if Vehicle is used or operated for any purpose not specifically set forth in 8(a) i-iv above, Enterprise will, at its own expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage with no deductible in the amount of the lesser of \$250,000 combined single limit per claim or the limits set forth on the VCC. Uninsured/Underinsured Motorist Coverage shall be maintained with no deductible in the amount of the lesser of \$100,000 combined single limit per claim or the limits set forth on the VCC. At its option, Enterprise may provide this insurance coverage either through a third party insurance carrier or through self-insurance.
- d. The condition of Vehicle will be documented on the VCC at time of delivery. With the exception of the items listed in 8 (h) below, Enterprise agrees, subject to the actions set forth below, to contractually waive Driver's responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence, except to the extent such loss or damage occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement, including, but not limited to,

section 7 hereinabove. The driver who was operating the Vehicle at the time of loss or damage will be responsible for any loss of or damage to the Vehicle

- i. which does not result from a collision or peril which would be insured against by standard comprehensive automobile physical damage insurance or
 - ii. which occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle.
- e. In addition the Driver, to the extent allowable by law, will be responsible for all loss of or damage to the Vehicle which results from
- i. leaving the Vehicle and failing to remove all keys (unless directly instructed to do so by Enterprise related to maintenance or a breakdown);
 - ii. failing to close and lock all doors and windows;
 - iii. leaving the Vehicle parked in a parking lot or other location where it has been previously vandalized or damaged, or
 - iv. otherwise contributing to the vandalism or theft of the Vehicle.
- f. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Driver must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Driver shall cooperate fully with Enterprise and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Driver consents to Enterprise or its representatives retrieving and using such data from the EDR
- g. The insurance and protections provided by this paragraph 8 apply only to the Vehicle and the use and operation of the Vehicle by the Driver.
- h. The Driver is responsible for the replacement of keys and/or key fobs. Additionally, if indicated as included in delivery on the VCC, the Driver will be responsible for the cost of replacing or repairing the following items:
- i. Fire extinguisher
 - ii. Spare tires, inflator kits
 - iii. Jacks and jack stands
 - iv. First Aid Kit
 - v. Snow Chains

Initial

Date

9. **Agreements of Driver. Driver agrees that:**

- a. they will maintain an appropriate, valid driver's license and any necessary medical certificate or certification to operate the Vehicle for its intended use required of any applicable license class, and will at all times comply with all applicable restrictions contained in their license and regulatory restrictions based upon intended use.
- b. Drivers' eligibility for the Enterprise Rideshare Program and Driver's access to use any Vehicle may be subject to a check, either manually or electronically, of the validity of Driver's official driving record and to the verification of any Vehicle insurance information as may be required by this Agreement or the Enterprise Rideshare Program. Such validity checks shall be performed upon
 - i. receipt of Driver's application and prior to approval,
 - ii. the annual anniversary of Driver's initial membership date and
 - iii. Upon Driver's driver's license expiration date.

Any discrepancies discovered concerning the validity of Driver's license could result in Driver's suspension or elimination from the Enterprise Rideshare Program. If Driver wishes to refuse or revoke this authorization then Driver must do so by notifying Enterprise in writing at 600 Corporate Park Drive, St. Louis, MO 63105. Any revocation or refusal may result in suspension or termination from the Enterprise Rideshare Program at the sole discretion of Enterprise.

Initial

Date

- c. they will within twenty-four (24) hours notify Enterprise in the event of

- i. cancellation or lapse of the their driver's license or,
- ii. failing to maintain any required medical certification or
- iii. termination of their principal employment;

Without notice from Enterprise, Driver's right to operate the vehicle is automatically revoked upon the occurrence of any of the items listed in 9(c) above.

- d. He/she warrants and represents that he/she will maintain in his/her presence or in any Vehicle being used or operated any licenses, statements or certifications as may be required by law. For any Vehicle being operated in California, Driver shall keep in the vanpool vehicle a statement, signed under penalty of perjury, that he or she has not been convicted of reckless driving, drunk driving, or a hit-and-run offense in the last five years.
- e. they will be solely responsible for all fines, costs, charges and attorneys' fees paid or to be paid by Enterprise, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Driver consents to the payment of all Fines, Tolls and Violations by Enterprise, its affiliates or a third party on Driver's behalf without advance notice thereof and acknowledges that such payment may prejudice Driver's ability to contest Fines, Tolls and Violations with the applicable authority. Driver agrees Enterprise may provide Driver's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Driver for any such Fines, Tolls and Violations. In addition, Enterprise, its affiliates or a third party may assess a fee of up to \$25 per incident to apply towards all costs incurred in connection with any Fines, Tolls and Violations and their administration, and
- f. they will within three (3) days notify Enterprise of the issuance of any citation involving the use or operation of the Vehicle.
- g. He/she certifies under penalty of perjury that he or she has not been convicted of any major traffic violations, including but not limited to Drunk Driving, Reckless Driving, or a Hit-and-Run offense, in the past 5 years. Driver further agrees to notify Enterprise within twenty-four (24) hours if he or she is convicted of any other moving violations.
- h. they are not allowed to make any additions, alterations or modifications to the Vehicle (including removing the decals) without Enterprise's prior written consent.
- i. they will promptly and completely provide payment to Driver's Vanpool Coordinator for Driver's portion or share of the Vanpool charges and expenses.

Driver will indemnify Enterprise from and against any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) which Enterprise may incur by reason of Driver's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or as a result of any loss, damage, theft, destruction or fraudulent rental of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle unless caused by the sole negligence of Enterprise or its employees. Any and all indemnity provisions shall survive the termination of this Agreement. Driver's indemnity obligations hereunder shall not apply to the extent Driver is covered under paragraph 8 hereunder.

- 10. **Operation outside of the United States.** Vehicle shall not be taken outside of the United States without Enterprise's prior written consent.
- 11. **Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Driver under this Agreement, Driver hereby assigns to Enterprise Driver's right to receive such payment. Only those amounts actually paid by a third party to Enterprise shall reduce the amount owed by Driver under this Agreement.
- 12. **Power of Attorney.** Driver hereby grants and appoints to Enterprise a Limited Power of Attorney:
 - a. to present insurance claims of any type to Driver's insurance carrier and / or credit card company if:
 - i. Vehicle is damaged, lost or stolen and if Driver fails to pay for any damages; or
 - ii. Any liability claims against Enterprise arise in connection with this rental transaction and Driver fails to defend, indemnify and hold Enterprise harmless from such claims.
 - b. to endorse Driver's name to entitle Enterprise to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.
- 13. **No Assignment.** Driver may not assign or delegate any of his or her rights, duties or obligations under this Agreement. Driver shall not allow another individual the right to operate the Vehicle, unless such individual has been an approved Driver by Enterprise and such individual has a valid Driver Agreement in place with Enterprise with respect to the Vehicle.
- 14. **Entire Agreement; Modification.** This Agreement embodies the entire Agreement between the parties except for any Vanpool Coordinator Agreement that Driver may be a party to. Any amendments to this Agreement must

be in writing and signed by Enterprise.

15. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
16. **Limitation of Remedy/No Consequential Damages.** If Enterprise breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Vanpool Coordinator or Driver(s) and if Enterprise is liable under applicable law for such breach or Vehicle failure, Enterprise's sole liability to Driver and Driver's sole remedy is limited to the substitution of another similar Vehicle by Enterprise. **DRIVER WAIVES ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO VANPOOL COORDINATOR. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO DRIVER.**
17. **Telematics Notice and Release.** Vehicle may be equipped with OnStar or another vehicle telematics system (Telematics System). Some or all Telematics System functionality may or may not be active during the Rental Period and/or may be deactivated automatically and without warning or notice. Driver acknowledges that such systems utilize wireless technology to transmit data and, therefore, privacy cannot be guaranteed and is specifically disclaimed by Driver. Driver authorizes any person's use or disclosure of or access to
 - a. location information;
 - b. automatic crash notification to any person for use in the operation of an automatic crash notification system and
 - c. operational condition, mileage, diagnostic and performance reporting of Vehicle as permitted by law.

Driver shall inform any and all Driver(s) and passengers of the terms of this section and that Driver has authorized use, disclosure or access as provided for herein. Driver releases Enterprise and agrees to indemnify, defend and hold harmless Enterprise, operator of the Telematics System, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation Driver(s) and passengers) or property caused by failure of the telematics system to operate properly or otherwise arising from the use of the Telematics System by Driver or Enterprise. Use of the Telematics System is subject to the terms and conditions and privacy statement (Telematics Terms) posted by the applicable Telematics System provider and/or vehicle manufacturer (in the case of OnStar, Telematics Terms are available at www.onstar.com), which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information, and user responsibilities. By signing this Agreement, Driver authorizes the provision of such Telematics Services in accordance with, and agrees to be bound by, the Telematics Terms. Third party service providers are not agents, employees, or contractors of Enterprise.

18. **Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.
19. **MANDATORY ARBITRATION AGREEMENT:** DRIVER AND ENTERPRISE EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. DRIVER AND ENTERPRISE AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ENTERPRISE'S PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. DRIVER AND ENTERPRISE AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Arbitration Agreement is to be broadly interpreted and applies to all claims based in contract, tort, statute, or any other legal theory; all claims that arose prior to or after termination of this Agreement; all claims Driver may bring against Enterprise's employees, agents, affiliates or representatives; and all claims that Enterprise may bring against Driver. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction. The parties also agree that claims involving a third party insurance company ostensibly providing coverage to Driver or any AUTHORIZED DRIVER or the application of Enterprise's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

- a. **Procedure.** A party must send a written Notice of Dispute ("Notice") describing
- i. the nature and basis of the claim; and
 - ii. the relief sought, to the other party.

The Notice to Enterprise should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Enterprise and Driver do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this Agreement, however, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The AAA rules are available online at www.adr.org. The arbitration will be confidential and hearings will take place in the federal judicial district of your Rental Location.

- b. **Arbitrator's Authority:** The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this agreement, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.
- c. **Arbitration Costs:** Driver will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Driver would incur if the claims were filed in court. Enterprise will be responsible for all Authorized Driver arbitration fees. Driver is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Driver will not be required to reimburse Enterprise for any fees unless the arbitrator finds that the substance of Driver's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Enterprise may seek reasonable attorney's fees. Enterprise will pay all fees and costs it is required by law to pay.
- d. **Governing Law and Enforcement:** The FAA applies to this Arbitration Agreement and governs whether a claim is subject to arbitration. This Arbitration Agreement was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of the Arbitration Agreement remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

20. **Release of Information to Third Parties.** Driver agrees Enterprise may, and Driver expressly authorizes Enterprise, to provide information in Enterprise's possession about Driver and any Driver, including but not limited to such driver's name, address, cellular/mobile and other phone numbers, driver's license and/or credit/debit card information to applicable authorities or other third parties, in connection with this Agreement including, without limitation, providing Driver's personal data to third parties which conduct services on Enterprise's behalf (such as consumer satisfaction surveys) and consents to Enterprise or Enterprise's representatives contacting Driver.
21. **Choice of Law.** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State where this Agreement is executed by Driver without giving effect to the conflict of laws or provisions of such State.
22. **Customer Privacy.** The information you provide to Owner is stored and used in accordance with Owner's privacy policy, which is available at <https://www.enterpriserideshare.com/vanpool/en/privacypolicy.html> which may be amended from time to time and which is incorporated herein by reference. Questions regarding privacy should be directed to: privacy@ehi.com; 1 (877) 858-3884 or Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

[TO BE COMPLETED BY DRIVER]

Printed Name: _____

Signature: _____

Address:

