

# Business Rental Preferred Rate Agreement

Company: Town of Erie  
Contact: Tasha Reynolds  
Address: 150 Bonnell Ave  
Erie, CO 80516

"Customer"

Company: Enterprise Leasing Company of Denver "Enterprise"  
(Enter legal subsidiary name for Enterprise Group)  
Contact: Jason McKibbin  
Address: 2390 W. 104th Ave  
Thornton, CO 80234

## BASE RENTAL CHARGES

VEHICLE CLASS	HOME CITY RATES		
	DAILY	WEEKLY	MONTHLY
½ Ton Pickup Truck	\$51.00/day	\$255.00/ wk	\$1,020.00/mo
¾ Ton Pickup Truck	\$69.00/day	\$345.00/ wk	\$1,380.00/mo

\*Base Rental Charges apply to Enterprise locations in the following geographic area(s): Colorado & Southern Wyoming (off airport stores)

\*\* Base Rental Charges apply during the following dates: March 1, 2020 -- October 31, 2020

For U.S. rentals (including Puerto Rico) outside of the geographic area(s) described above, Enterprise's affiliated entity's renting location from which the rental originates will apply a 5% discount off the standard, undiscounted daily, weekly, and monthly rates charged by the renting location. Driver Protection Products selected below, if applicable, shall not apply to these rentals.

Exclusions: Base Rental Charges are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday and for rentals commencing at JFK and LaGuardia airports between the hours of 1:00 p.m. Friday through 12:59 p.m. Sunday. Base Rental Charges do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products").

MILEAGE CHARGES: Base Rental Charges for rentals in the Colorado & Southern Wyoming area on all vehicles include unlimited daily and weekly mileage, as applicable. All car classes are capped at 3,000 miles per month. Any additional miles will be charged at the rate of \$0.25/mile.

ADDITIONAL DRIVERS: Enterprise agrees to waive the additional driver fee for any authorized company drivers

## ADDITIONAL TERMS AND CONDITIONS

- Term.** The term of this Business Rental Preferred Rate Agreement ("Agreement") begins \_\_\_\_\_, 20\_\_\_\_, and shall remain in full force and effect until such time as either party provides the other party with thirty (30) days written notice.
- Rental Program.** Enterprise agrees to make its vehicles available to Employees for rental from a car rental facility which is located in the countries set forth herein and which is operated by Enterprise under the "Enterprise Rent-A-Car" brand name for business use. Employees of Customer must (a) use the customer number assigned by Enterprise to Customer (L12GJ03 for rentals for business use) when making the reservation for the rental and (b) certify at the time of reservation whether the rental is for business use. This Agreement shall not apply to or cover vehicle rentals by Enterprise to an Employee from a car rental facility which is located in any other jurisdiction or is operated by Enterprise under the "Alamo Rent A Car" or "National Car Rental" brand name or any truck rental facility operated by Enterprise.
- Rental Contracts.** For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee and Employee's spouse (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will

govern to the extent not directly in conflict with the terms of this Agreement. Subject at all times to Article X, Section 20 of the Colorado Constitution and valid budget appropriation, the Customer agrees to pay Enterprise for all rental charges incurred by the Employee.

4. Rental Rates. For the first twelve (12) months following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges set forth in this Agreement provided however that Customer's total payments received by Enterprise reach \$30,000 ("Volume Commitment") during any calendar year. In the event Customer's payments to Enterprise fail to meet the Volume Commitment in any calendar year, Enterprise reserves the right to increase the Base Rental Charges by providing notice of such increase to Customer. In each successive 12-month period, Enterprise shall increase the Rates by 10% above the Base Rental Charges set forth for the preceding 12-month period or may modify the Base Rental Charges listed herein upon thirty (30) days' prior notice to Customer. In addition Base Rental Charges may not apply in certain cities during special events, major holidays, and peak seasonal demand periods. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof ("Day"). All Base Rental Charges and surcharges are supplied in local currency.

5. Miscellaneous. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.

6. Offsets. The parties agree that Enterprise/Provider may, from time to time and upon notice to Customer, offset any amounts that are owed to Enterprise/Provider from the Customer against amounts owed to the Customer, in the ordinary course of business. Enterprise/Provider shall have the ability to discontinue this right to offset (in whole or in part), upon advance written notice to the Customer.

7. Assignment. Customer hereby consents to an assignment by Enterprise/Provider to any of Enterprise's/Provider's affiliated companies or a corporate successor upon conversion, merger or consolidation.

## ENTERPRISE

By Tyler Hawkins  
Name: JTH  
Title: GTM  
Date: 1/21/2020

## CUSTOMER

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_