



CORPORATE PARTNER PROGRAM RATE AGREEMENT

EAN Services, LLC (“EAN”) and
Showtime Basketball (“Company”)

Effective: _____ (“Effective Date”)

Agreement Details				
Brands	Enterprise Rent-A-Car and National Car Rental (the “Brands”)			
Term	This Agreement is effective on the Effective Date and shall remain in effect until terminated by either party by providing thirty days’ prior written notice or as otherwise provided for in the General Terms and Conditions (the “Term”).			
Rates	The vehicle rental rates extended under this Agreement are set forth on the attached Schedule 1 (the “Rates”) and are available for booking by employees and contractors of Company (“Eligible Renters”) using the Account Number(s) provided by EAN. Subject to the General Terms and Conditions, the Rates shall be in effect for twelve (12) months from the Effective Date and thereafter may be modified by EAN effective at each anniversary of: (a) the Effective Date; or (b) the date of the last Rate increase.			
Protection Products and Additional Terms	Schedule 2 sets forth any protection products or other optional products or services included in the Rates and the terms thereof, as well as any additional terms applicable to Company under this Agreement.			
Volume Benchmark	Company intends to spend at least \$25,000.00 annually on Business Rentals with the Brands during the Term (“Volume Benchmark”), and EAN has agreed to Rates and other benefits based on that volume expectation. EAN may renegotiate the Rates and other benefits in the event Company’s time and mileage spend during any six (6) month period during the Term does not exceed 40% of the Volume Benchmark.			
EAN Status	Company agrees to recommend the Brands as a preferred option to its personnel and partners.			
Customer Contact	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"></td> <td style="width: 20%; text-align: center;">EAN Account Manager</td> <td style="width: 40%;"> Kelci Cabana, Sales Executive Kelci.E.Cabana@ehi.com 314-512-5000 600 Corporate Park Drive St. Louis, MO. 63105 </td> </tr> </table>		EAN Account Manager	Kelci Cabana, Sales Executive Kelci.E.Cabana@ehi.com 314-512-5000 600 Corporate Park Drive St. Louis, MO. 63105
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Agreement	These Agreement Details together with the attached General Terms and Conditions and the Schedule(s) attached hereto, all of which are incorporated herein by reference, form the entire agreement between EAN and Company. Terms used but not defined herein have the meanings given them in the General Terms and Conditions. EAN enters into this Agreement for itself and as agent for the Renting Entities.			

The undersigned hereby confirms that it is authorized to sign this Agreement on behalf of Company and bind Company to the terms of this Agreement.

<p>EAN</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Company</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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GENERAL TERMS AND CONDITIONS

Definitions.

Agreement shall mean the Corporate Partner Program Agreement, comprised of the Agreement Details, the Schedules and these General Terms and Conditions. Terms used but not defined in these General Terms and Conditions mean as set forth in the Agreement Details and Schedules.

Additional Authorized Driver shall have the meaning set forth in the applicable Rental Contract and for Business Use rentals shall also include the employer and any fellow employee(s) of the Eligible Renter.

Affiliate means any entity that owns directly or indirectly, is owned by, or is under common control with another entity.

Business Use means rentals which are paid for (including through reimbursement), in whole or in part, by Company or its Affiliates.

Franchisees means EAN's network of independently owned franchisees and licensees operating locations under the Brands.

Location Surcharges means geographic surcharges in addition to the Rate that vary depending on the originating location of rental, as set forth on one or more Schedules and which are determined by and may be changed or modified in the sole discretion of EAN on written notice.

Rental Contract means any agreement between Company or an Eligible Renter and Renting Entity for the rental of a vehicle.

Rates means the rates which differ by rental type, brand and location as set out in the Schedule(s), increased in accordance with this Agreement.

Renting Entity means the provider of the rental, which is the EAN Affiliate or Franchisee operating the facility where the rental originates, as identified in the Rental Contract and available upon request. Each Renting Entity (not EAN) is a principal for purposes of this Agreement.

Rental Program and Rates. Each Renting Entity shall ensure that vehicles are made available to eligible rentals for rental for Business Use (and leisure use, if applicable and set forth on a particular Schedule) at the Rates provided in the Agreement when the Eligible Renter makes an advance reservation, subject to availability. Rates apply to locations operating under the Brands in the jurisdictions set forth in the applicable Schedule(s). To be eligible for the Rates, Eligible Renters must be made through an EAN approved booking channel using the Account Number(s) assigned to Company. Location Surcharges in a Schedule shall apply to all Schedules unless otherwise noted. Except as expressly provided in this Agreement, Rates do not include applicable taxes, fees, surcharges, licensing fees, refueling, drop-off, no-show, delivery, youthful driver, additional driver, pickup charges, one-way charges, or any optional products. Rates may not apply in certain cities during special events, and major holidays, and Rates do not apply in Manhattan, NY Boroughs and certain other NYC Tri-State Area locations from 12:01am Friday to 12:59pm Sunday. Reservations for these rentals may require a financial guarantee and the location's standard, undiscounted daily rates shall apply. DW and liability protection, if included in the Rate, shall not apply for rentals of exotics, high line and premium selection vehicles (each determined by EAN). Vehicles shall not be driven across the U.S.-Canada or U.S.-Mexico borders without Renting Entity's prior written consent. Rental rates may be available for Eligible Renters in car classes and/or jurisdictions not scheduled under the Agreement when Company's Account Number is used, and such rates shall be as quoted at the time of reservation through the EAN designated booking channel(s) and exclude DW and liability protection unless the rate quote specifies otherwise. In general, DW and liability protection are not included in Rates unless and to the extent set forth in the Agreement, the Rate quote or if the Eligible Renter elects to purchase one or both at the origin of the rental (where available).

Entire Agreement; Amendment; Conflicts; Signature. This Agreement (which supersedes any existing business rental agreement) sets forth the entire understanding between the parties with respect to the subject matter hereof and may only be amended in a written document signed by each party. To the extent of a conflict between the terms of the Agreement Details and a Schedule, the terms of the Schedule prevail. To the extent of a conflict between the terms of the Agreement Details or a Schedule and these General Terms and Conditions, the terms of the Agreement Details or Schedule prevail. This Agreement may be executed in any number of counterparts and each counterpart is deemed an original, but all such counterparts together constitute but one and the same agreement. Notices shall be delivered to the addresses set forth in the Agreement Details.

Eligible Renters/Rental Contracts. In order to rent, Eligible Renters must meet the normal renter qualifications of the Renting Entity and shall enter into the applicable Rental Contract of the Renting Entity, which will govern the applicable vehicle rental. If no rental contract is executed but an Eligible Renter or Additional Authorized Driver operates a vehicle, such individual and Company shall be deemed to have entered into the Renting Entity's standard rental contract at the time of the rental. Optional Products are subject to the terms and conditions of the applicable Rental Contract and any applicable insurance policy. Company may be required to confirm the status of any person claiming to be an Eligible Renter or Additional Authorized Driver and whether the rental was Business Use. If, Company does not confirm rental type or status, any Optional Products will be voided for such rental. Company is responsible for controlling access to/use of Account Number(s) and booking tools. EAN cannot guarantee the type of rental vehicle, and Renting Entity determines the vehicles within each class. Vehicle classes may be restricted by driver's age. A rental day is any 24-hour period or portion thereof.

Termination. In addition to any other termination rights in this Agreement, (i) EAN and Company may terminate this Agreement in the event of a breach of the Agreement (including nonpayment) by the other, which breach is not cured within thirty days after notice of same, and (ii) EAN may terminate this agreement in the event Company fails to meet the Volume Benchmark and the parties cannot agree on a revised rate structure reflecting same.

Payment and Company Responsibility - Business Use Rentals. Unless paid at the time of rental by an Eligible Renter, Company shall pay and reimburse EAN for any and all Rates, Location Surcharges or other amounts owed under a Rental Contract for a Business Use rental (including, without limitation, for amounts arising from traffic violations, tolls, parking fines and fees, excess amounts, vehicle damage and loss not covered by any applicable DW, and reimbursement for third party demands, claims and losses not covered by any applicable liability protection, including attorney's fees, collectively "Unpaid Business Use Charges"). Amounts already paid shall be deducted and Company shall pay and reimburse EAN for all outstanding Unpaid Business Use Charges within thirty days of receipt of invoice. For amounts not paid by Company within thirty days after the date due, Company shall pay a late charge of 1.5% per month on the unpaid amount not to exceed the maximum legal rate. EAN may, from time to time, and upon notice to Company, offset any amounts that are owed to EAN or any Renting Entity by Company against amounts owed by EAN or any Renting Entity to Company.

Insurance. The Schedules may include certain insurance that Company is required to maintain on all Business Use rental vehicles during the Term; provided, however, any such insurance shall only apply to the extent DW and liability protection do not.

Compliance with Laws; Data; Confidentiality. EAN, Company and the Renting Entity shall comply with all laws (including without limitation data protection laws) applicable to their respective businesses EAN and Renting Entities may use any information provided by Company, its affiliates and Eligible Renters for its own administrative and customer service purposes and for any other purpose set forth in this Agreement, the relevant Rental Contract, the Enterprise Holdings privacy policy and the Emerald Club ((EC) Master Rental Agreement. Company shall maintain the confidentiality of the pricing and the terms of this Agreement. If renter data is transferred to EAN or Affiliates by Company (such as for EC Enrollment), Company shall ensure it is transferred in accordance with applicable laws and EAN is entitled to rely on Company's instructions to send Eligible Renters an EC Welcome Email.

INDIRECT AND CONSEQUENTIAL DAMAGES. EAN, RENTING ENTITY AND COMPANY SHALL NOT BE LIABLE TO ONE ANOTHER FOR ANY LOSS OF REVENUE, PROFITS OR GOODWILL OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES RESULTING FROM A BREACH OF THIS AGREEMENT OR ANY SERVICES PROVIDED THEREUNDER.

Assignment. Company may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of EAN, which shall not be unreasonably withheld or delayed.

Governing law and venue. Except as otherwise set forth in a Schedule, this Agreement and all claims relating to it are governed by the laws of Missouri, without regard to its conflict of laws rules or principles. Rental Contracts are governed by the laws of the jurisdiction in which they are executed, or for EC rentals, the laws of the country in which the rental originates. Except as provided in the Agreement, the parties shall bring any claim or action arising under the Agreement only in the State or Federal Courts located in St. Louis, Missouri. Notwithstanding the foregoing, a Renting Entity or Company can bring any claim or action arising under a Rental Contract in the jurisdiction set forth in the relevant Rental Contract.

**Corporate Partner Program Rate Agreement
Schedule 1
Rates and Rate Terms & Conditions**

This schedule applies to rentals originating and terminating from the same location operating under the Brands in the United States (including Puerto Rico) and Canada.



UNITED STATES RATES in USD				
VEHICLE SIPP CODES	VEHICLE CLASS	GROUP ONE LOCATIONS DAILY RATE	GROUP TWO LOCATIONS DAILY RATE	GROUP THREE LOCATIONS DAILY RATE
CCAR	Compact	\$55.00	\$60.00	\$67.00
ICAR	Intermediate	\$55.00	\$60.00	\$67.00
SCAR	Standard	\$56.00	\$61.00	\$68.00
FCAR	Full Size	\$59.00	\$64.00	\$71.00
PCAR	Premium	\$69.00	\$74.00	\$81.00
LCAR	Luxury	\$78.00	\$83.00	\$90.00
MVAR	Minivan	\$95.00	\$100.00	\$107.00
CFAR	Compact SUV	\$97.00	\$102.00	\$109.00
IFAR	Intermediate SUV	\$102.00	\$107.00	\$114.00
SFAR	Standard SUV	\$105.00	\$110.00	\$117.00
FFAR	Large SUV	\$153.00	\$158.00	\$165.00
PPAR	½ ton Full Size Truck	\$91.00	\$96.00	\$103.00
SKAR	Cargo Van	\$91.00	\$96.00	\$103.00

ONE-WAY DAILY RATES AT NATIONAL BRAND LOCATIONS				
VEHICLE SIPP CODES	VEHICLE CLASS	GROUP ONE LOCATIONS	GROUP TWO LOCATIONS	GROUP THREE LOCATIONS
CCAR	Compact	\$89.00	\$94.00	\$101.00
ICAR	Intermediate	\$89.00	\$94.00	\$101.00
SCAR	Standard	\$89.00	\$94.00	\$101.00
FCAR	Full Size	\$89.00	\$94.00	\$101.00
PCAR	Premium	\$69.00	\$74.00	\$81.00
LCAR	Luxury	\$78.00	\$83.00	\$90.00
MVAR	Minivan	\$95.00	\$100.00	\$107.00
CFAR	Compact SUV	\$97.00	\$102.00	\$109.00
IFAR	Intermediate SUV	\$102.00	\$107.00	\$114.00
SFAR	Standard SUV	\$105.00	\$110.00	\$117.00
FFAR	Large SUV	\$153.00	\$158.00	\$165.00

**12/15 PASSENGER VAN RATES
AT NATIONAL AND ENTERPRISE BRAND LOCATIONS**

VEHICLE SIPP CODES	VEHICLE CLASS	GROUP ONE LOCATIONS DAILY RATE	GROUP TWO LOCATIONS DAILY RATE	GROUP THREE LOCATIONS DAILY RATE
RVAR	12 Passenger Van*	\$185.00	\$190.00	\$197.00
FVAR	15 Passenger Van*	\$185.00	\$190.00	\$197.00

*With respect to the Business Use rental of 12- and 15-Passenger Van vehicle classes in Connecticut, the District of Columbia, Massachusetts, New York, and Rhode Island, Company will be required to maintain additional third-party liability insurance coverage in the amount of \$2,000,000. Company shall deliver a Certificate of Insurance evidencing such coverage upon execution of this Agreement and as reasonably requested by EAN from time to time. Notwithstanding anything to the contrary, in the event of a direct conflict between the terms of this Agreement and the terms and conditions of the rental of such vehicles in the aforementioned states, the terms and conditions of the originating rental location shall govern the rental of such vehicles.

Location Surcharges

Group Locations. The Daily Rate for Group One Locations shall apply to all participating U.S. National and Enterprise brand locations unless otherwise designated below as a Group 2 or Group 3 location, except for an additional surcharge that will apply to Group One locations as provided for in the Terms and Conditions of Schedule 1.

Group Locations	
Group Two	IL (excluding Chicago); NY Airports (excluding NY Locations as defined herein); SC (excluding Myrtle Beach); TN (excluding Nashville); WI; Augusta; Charlotte; Cincinnati; Cleveland; Harrisburg; Kansas City; Phoenix; Raleigh-Durham; Richmond; Sacramento; Salt Lake City; Scranton; St. Louis
Group Three	HI; PR; TX (unless otherwise indicated); DC Airports (IAD & DCA); Atlanta; Baltimore; Boston Airport and Home-City/Manchester Airport; Burbank; Denver/Colorado Springs; Detroit; Hartford; Jackson, WY; John Wayne Airport; L.A. Home City and West L.A. Area Home City; Monterey; Nashville; New Orleans; Philadelphia; Pittsburgh; Providence; San Diego; San Francisco North and East Bay Home-City, San Francisco Central Coast Home-City; Santa Rosa; Southern California Regional Airports

Group Location Modification(s): The Daily Rate for Group One Locations shall apply to **Charlotte and Cincinnati**. The Daily Rate for Group Two Locations shall apply to **TX (unless otherwise indicated)**.

National brand locations located outside of National's top 100 airport locations may impose a surcharge of up to \$6 per day in addition to the Rates and other applicable surcharges. The National brand locations listed in the top 100 airport locations are determined by the previous year's Passenger Boarding and All Cargo Data Report published by the Federal Aviation Administration.

Daily Surcharge Amount	National Brand Surcharge Locations (additional per day surcharge to the Daily Rate for Group One Locations)
\$5.00	NW Arkansas Regional Airport
\$10.00	Aspen; Eagle, CO; Vail; Minneapolis/St. Paul
\$12.00	Seattle
\$15.00	AK; HI (Home City); Chicago; L.A. International Airport; Midland, TX
\$16.00	Oakland; San Jose
\$20.00	San Francisco (including SFO, Peninsula, unless otherwise indicated)
\$30.00	Islip (ISP); Kennedy (JFK); LaGuardia (LGA); Newark (EWR); Westchester (HPN); NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island); NY/CT/NJ Metro (including Westchester, Stamford, and Jersey City)

Daily Surcharge Amount	Enterprise Brand Surcharge Locations (additional per day surcharge to the Daily Rate for Group One Locations)
\$5.00	Islip (Home City); NY (Home City); NW Arkansas Regional Airport
\$10.00	DC Metro; MT; ND (excluding Williston); NE (excluding Omaha and Lincoln); SD (excluding Sioux Falls); WV; WY (excluding Cheyenne, Laramie and Jackson); Aspen; Bemidji; Elko; Las Vegas Strip; Minneapolis/St. Paul; Moorhead
\$12.00	Seattle
\$15.00	AK; HI (Home-City); Chicago (Airports & Home-City); L.A. International Airport; Tahoe; Midland, TX (Airports); Williston
\$16.00	Oakland; San Francisco South Bay Home City; San Jose
\$17.00	NY/CT/NJ Metro (including Westchester, Stamford, and Jersey City)
\$20.00	San Francisco (including SFO, Peninsula, unless otherwise indicated)
\$21.00	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)
\$30.00	Islip (ISP); LaGuardia (LGA); Kennedy (JFK); Newark (EWR); Westchester (HPN)

CANADA RATES in CAD			
ALL NATIONAL AND ENTERPRISE LOCATIONS			
VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	AIRPORT ONE-WAY DAILY RATES
ECAR	Economy	\$46.00	\$79.00
CCAR	Compact	\$46.00	\$79.00
ICAR	Intermediate	\$46.00	\$79.00
SCAR	Standard	\$48.00	\$79.00
FCAR	Full Size	\$50.00	\$79.00

NATIONAL CORPORATE LOCATIONS ONLY AND ALL ENTERPRISE LOCATIONS			
VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	AIRPORT ONE-WAY DAILY RATES
PCAR	Premium	\$65.00	\$65.00
MVAR	Mini-Van	\$91.00	\$91.00
IFAR	Intermediate SUV	\$82.00	\$82.00
SFAR	Standard SUV	\$91.00	\$91.00
FFAR	Large SUV	\$120.00	\$120.00
PPAR	½ ton Pick Up Truck	\$80.00	n/a
SKAR	Cargo Van	\$90.00	n/a

Location Surcharges

For rental transactions originating at locations in the areas set forth below (as determined by EAN in its sole discretion), an additional surcharge will be assessed as provided for each day:

Daily Surcharge Amount	National Brand Surcharge Locations**
\$3.00	Halifax; Montreal; Saskatoon; Winnipeg
\$5.00	Calgary; Charlottetown; Deer Lake; Edmonton; Fort McMurray; Fredericton; Gander; Moncton; Mont-Joli; Saint John; Sept-Iles; St. John's; Sydney
\$10.00	Toronto; Vancouver
\$12.00	Baie-Comeau; Cranbrook; Gaspé; Thompson; Wabush
\$20.00	Happy Valley/Goose Bay

Daily Surcharge Amount	Enterprise Brand Surcharge Locations**
\$3.00	Brandon; Dryden; Fort Francis; Halifax; Kenora; Moosejaw; Prince Albert; Saskatoon; Swift Current; Winnipeg
\$5.00	Charlottetown; Deer Lake; Fredericton; Gander; Moncton; Mont-Joli; Province of Alberta (unless otherwise indicated); Saint John; Sept-Iles; St. John's; Sydney
\$10.00	Toronto Airports and Surrounding Areas; Vancouver
\$12.00	Baie-Comeau; Bonnyville; Cold Lake; Cranbrook; Fort McMurray; Fort St. John; Gaspé; Lloydminster; Peace River; Sioux Lookout; Thompson; Wabush

**Surcharges for Airport and/or Home-City Locations Only where applicable.

Rate Terms and Conditions:

Emerald Club Rates: For Emerald Club members using the Emerald Aisle in the United States or Canada, the Rate charged shall be the intermediate car (ICAR) rate. For rentals outside of the Emerald Aisle (including Emerald Club Members renting at non-Emerald Aisle locations), the Rate charged shall be the rate for the vehicle rented.

Weekly and Monthly Rates: For rentals by the same Eligible Renter, weekly rates are six (6) times the Daily Rate for the Vehicle Class rented, and the monthly rate will be four (4) times the Weekly Rate for the Vehicle Class rented.

Mileage/Kilometers: In the United States and Puerto Rico, except for one-way rentals as may be set forth herein, Rates include free miles up to 3,500 miles per rental for all vehicle classes except pickup trucks, cargo vans, and 12- and 15-passenger vans, each of which include 150 free miles per day, 750 free miles per week, and 3,000 free miles per month, as applicable. Any additional miles will incur an additional charge of \$0.25 per mile.

In Canada, except for one-way rentals as may be set forth herein, and with the exception of rentals from Franchisee locations, which may have different kilometer charges or other restrictions, Rates include free kilometers up to 3,500 kilometers per rental for all vehicle classes except pickup trucks, and cargo vans, each of which include 200 free kilometers per day, 1,000 free kilometers per week, and 4,000 free kilometers per month, as applicable. Any additional kilometers will incur an additional charge of \$0.25 per kilometer.

One-Way Rentals: In the United States and Puerto Rico, one-way rentals are available at all National brand locations. One-way rentals must be reserved as such in advance of the rental or Company must arrange such one-way rentals with the applicable Affiliate during the rental period. Rates for National brand rentals originating and terminating in different rental zones, as determined by the applicable Affiliate in its sole discretion, which may be changed from time to time, are set forth above as One-Way Daily Rates. One-Way Daily Rates include unlimited mileage except for Premium through Large SUV vehicle classes and for which the mileage charge shall be \$0.40 per mile. In the event, the rental is terminated at a different location from the originating location except as provided for in this paragraph, Company will incur an additional surcharge.

In Canada, one-way rentals, available at participating National Brand locations and Enterprise Brand Corporately Owned Airport Locations, must be reserved as such in advance of the rental or must be arranged with the applicable Affiliate or licensee during the rental period. At participating airport locations, One-Way Daily Rates include unlimited kilometers, except for Premium through Large SUV vehicle classes, for which the kilometer charge shall be \$0.40 per kilometer. At non-participating rental locations, all authorized or pre-arranged one-way rentals will be charged the Daily Rate with a kilometer charge that will be applied to all kilometers driven during the term of the rental from the date the rental originates. In limited circumstances a drop charge may also apply for any one-way rental, and if reserved in advance, the fee for the drop charge will be provided at that time. In the event, the rental is terminated at a different location from the originating location and such one-way was not authorized or pre-arranged as set forth in this paragraph, Company will incur an additional surcharge.

Vehicle Classes: This Agreement shall apply to all rentals hereunder; provided, however, that DW and third party liability, if included in the Rate, shall not apply for vehicle classes not listed herein or for rentals of exotics and high line vehicles, including, without limitation, vehicles available through the Exotic Car Collection by Enterprise and the National Premium Selection, the makes and models of which may be changed from time to time by the applicable Renting Entity in its sole discretion; and provided, further, that any third party liability insurance prescribed by the applicable Canadian province shall apply. For vehicle classes not listed herein, all National brand locations will apply up to a 15% discount off of the then-current rates the Renting Entity charges its business customers, which rate varies from time to time, differs by Renting Entity location, and is provided at the time the reservation is made, and rates for all Enterprise brand locations will be determined by the applicable Renting Entity in its sole determination.

Surcharge: \$5.00 surcharge will be added to the Rate when the rental commences at a National or Enterprise brand location on a Monday, Tuesday, or Wednesday and is returned within twenty-five (25) hours or less.

Corporate Partner Program Rate Agreement
Schedule 2
Protection Products and Additional Terms

DRIVER PROTECTION PRODUCTS:

Damage Waiver (DW): For National and Enterprise brand rentals to Eligible Renters in the United States and Puerto Rico for Business Use only, Rates include full DW (may be described as LDW or CDW in the applicable Rental Contract), with no retained responsibility, upon the terms and subject to the limitations set forth in the applicable Rental Contract. Company will advise Eligible Renters that DW applies to their Business Use rentals only. Company will verify that a rental was a Business Use rental in the event of an accident or in the event the vehicle suffers loss or damage. If the Company cannot provide such verification, the applicable Renting Entity is not obligated to provide DW and may void DW.

For National and Enterprise brand rentals in Canada, Company (for Business Use rentals) shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) covering all vehicles rented for Business Use pursuant to this Agreement. Company agrees that each required policy of insurance will be by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies and Franchisees as loss payees as their respective interests may appear. An original certificate evidencing such coverage shall be furnished to EAN as reasonably requested from time to time. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to EAN at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, and (ii) that no act or default of Company or any other person shall affect the right of EAN or any Affiliate or Franchisee to recover under such policy or policies of insurance in the event of any loss of or damage to any vehicle.

Liability Protection: For National and Enterprise brand rentals in the U.S. and Puerto Rico to Eligible Renters for Business Use only, Rates include Liability Protection for accidents arising out of the operation or use of the rental vehicle with split limits of \$100,000 bodily injury or death per person, \$300,000 bodily injury or death per occurrence and \$50,000 property damage per occurrence, upon the terms and subject to the limitations set forth in the Rental Contract and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. Liability Protection provides no coverage for physical damage to, or theft of, the rental vehicle. Insurer and policy terms are subject to change without prior notice to Company. Company will advise Eligible Renters that the Liability Protection described herein applies to their Business Use rentals only. Company will verify that a rental was a Business Use rental in the event they are involved in an accident. If Company cannot provide such verification, the applicable Renting Entity is not obligated to provide Liability Protection and may void Liability Protection. For leisure rentals on all rates and discounts, the limits of liability described in the paragraph above do not apply. In these instances, Liability Protection for third party claims, if applicable, will be as specified in the applicable Rental Contract. For rentals in Canada, each applicable Renting Entity has arranged for motor vehicle liability insurance with an authorized insurer, to provide coverage in accordance with the standard automobile insurance policy, to at least the minimum limits for third party liability prescribed by the applicable province, territory or other jurisdiction. Provincial or other laws determine minimum limits and priority of coverage for motor vehicle liability insurance.

For rentals originating and terminating in the US and Puerto Rico, Company shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) and Commercial Automobile Liability Insurance with limits of at least \$1,000,000 combined single limit covering all vehicles rented for Business Use pursuant to this Agreement; provided that such coverage shall only apply to the extent any DW or liability protection is not applicable. Company agrees that each required policy of insurance will be by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies and Franchisees as loss payees under the Physical Damage Insurance and as additional insureds under the liability insurance, as their respective interests may appear.

Additional Terms:

Bulk Rental Transactions: Requests for multiple or bulk rentals will be considered by EAN on a case-by-case basis and may be subject to cancellations, additional fees and/or surcharges. Your account representative must be contacted in advance of these bookings.

Leisure Use Rentals: In addition to the Business Use rates set forth in this Agreement, EAN is offering Company and its Eligible Renters leisure use rates. For leisure use rentals made with an advance reservation using Account Number _____ Eligible Renters will receive a 5% discount at Enterprise brand locations and a 10% discount at National brand locations from then standard retail rates for the reserved car class at the applicable location. DW and Liability Protection are not included in these leisure use rates, and the other terms and conditions of this Agreement do not apply to leisure use rates (instead, the terms and conditions of the applicable Rental Agreement and the renting location apply). Company shall have no responsibility or liability for leisure use rentals.

Waive Youthful Driver Surcharge: EAN agrees to waive the youthful driver surcharge for Eligible Renters who are twenty-one (21) to twenty-four (24) years old renting for Business Use pursuant to this Agreement.