

# Fastbreak<sup>®</sup>

Terms and Conditions  
United States & Canada

UPDATED 4/3/24



**BUDGET FASTBREAK® RENTAL  
TERMS AND CONDITIONS  
UNITED STATES AND CANADA**

**THESE RENTAL TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER AT SECTION 6 BELOW WHICH IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THIS SECTION CAREFULLY.**

**BUDGET RENT A CAR SYSTEM, INC.**

**Rental Terms and Conditions**

These Rental Terms and Conditions, any documents signed by you or to which you have electronically consented, any documents or agreements (or links to online documents or agreements) sent to you electronically in connection with your rental, the Privacy Notice, and a return record with the computed rental charges together constitute the rental agreement (collectively, "Agreement") between you and Budget Rent A Car System, Inc., and any affiliate conducting business under the Budget brand or independent Budget System Licensee identified in the Agreement (collectively, "Budget"). "We", "our", and "us" means Budget, and "you" and "your" means the person who signs the Agreement. You agree that you are not our agent for any purpose and that you cannot assign or transfer your obligations under this Agreement. You rent from us the Vehicle described in the Agreement, which rental is solely a bailment for mutual benefit. By renting a Vehicle from Budget, you agree to these Rental Terms and Conditions, if such term is not prohibited by Applicable Law of a jurisdiction covering this rental, in which case such law controls. You agree that failure to comply with these Rental Terms and Conditions will constitute a breach of the Agreement. If you breach the Agreement, we may exercise all remedies permitted to us under this Agreement or by law, which include but are not limited to terminating the current rental, refusing to enter future rental agreements with you, and/or asserting claims against you for any damages we incur because of your breach.

**You should keep handy the following phone numbers during your rental:**

- **For rental extension requests:** 1-800-824-6287
- **For reservations:** 1-800-218-7992
- **For emergency 24-hour Roadside Assistance:** 1-800-354-2847
- **For incidents involving law enforcement:** 1-800-533-9056

**1. Vehicle Use Terms.**

**1.1 Who May Drive the Vehicle.** Only you may operate the Vehicle, except as provided below. You represent that you are a capable and validly licensed driver. You represent that the license you provided is valid, and that it is not modified, suspended, revoked, or restricted. Digital and temporary licenses are not acceptable for purposes of the rental. You acknowledge that we may use a device or application to scan your license for purposes such as verifying its authenticity, confirming your identity, or as authorized under Applicable Law. By providing us with your license, you consent to this scanning

and the use of your personal information as described in our Privacy Notice at [budget.com/privacy](https://budget.com/privacy). We reserve the right to deny any rental or to terminate this rental in our sole discretion. Except where specifically required by Applicable Law, only you, your spouse or domestic partner, or, if you rent from us under your employer's corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the Vehicle, but only with your prior permission. Authorized Drivers must be (i) at least 25 years old (or in some states, at least 18 years old), and (ii) capable and validly licensed drivers in possession of a license that is not modified, suspended, revoked, or restricted. Where permitted by Applicable Law, we may charge a fee for each additional Authorized Driver, which charge is specified in the Agreement. You are responsible for ensuring that the Vehicle is used according to the terms of this Agreement by all Authorized Drivers. You agree that you will remain financially responsible under the Agreement even if the car is operated by an Authorized Driver or someone other than yourself.

**1.2 Keeping the Vehicle Safe and Secure.** You, and any Authorized Driver, must operate and park the Vehicle in compliance with all laws, regulations, and ordinances, including using child safety seats (see Paragraph 2.6(n)) and passenger safety restraints wherever required by Applicable Law. You, and any Authorized Driver, must refrain from using mobile phones or other handheld devices while operating the Vehicle and must otherwise exercise sound judgment and safe-driving practices while operating the Vehicle. You may not leave the Vehicle unattended unless all windows, doors and trunks are closed and locked, and the Vehicle is in a secure location where you are allowed to park. You must take reasonable precautions to safeguard the keys to the Vehicle from anyone other than yourself and any Authorized Driver.

**1.3 No Smoking or Vaping.** We maintain a 100% smoke-free fleet. No one may smoke or vape any substance inside or immediately surrounding the Vehicle. If, in our sole discretion, we determine the Vehicle smells of smoke, vape or any other substance, we may charge you a fee, as per Paragraph 2.6(c).

#### **1.4 Returning the Vehicle.**

**1.4(a) When to Return the Vehicle.** You must return the Vehicle in the same condition you received it, ordinary wear and tear excepted, at the Designated Return Time identified in the Agreement. You must return it sooner on our demand. If you return it earlier or later, a different or higher rental rate may apply and, if returned later, you may also be charged a late return fee. You may not return the Vehicle to a location when the location is closed. If you do so, we will treat the Vehicle as though it was not returned until the location reopens and we take actual possession of the Vehicle. You will remain responsible for daily charges, late fees, damages, and/or loss until we take actual possession of the Vehicle, including its keys. If we do not find the Vehicle when the location reopens, you are responsible for all charges and for damage to or loss of the Vehicle until the Vehicle is returned or recovered. If you wish to extend any rental contract, you must contact us at 800-824-6287 prior to the Designated Return Time. We may grant or deny an extension, in our sole discretion, for part of or the entire period you request. If we do grant an extension, a different or higher rate and a service fee may apply to the extension period.

**1.4(b) Where to Return the Vehicle.** You must return the Vehicle to the Designated Return Location identified in the Agreement. Express Car Return may be available at certain locations. If you wish to return the Vehicle at a location other than the Designated Return Location, you must contact us prior to the Designated Return Time. We may, in our sole discretion, deny permission to return the Vehicle to an alternative location. If we grant permission to return the Vehicle to an alternative location, we may apply different rates and additional fees or charges, which could increase the cost paid by you.

**1.4(b)(1) Returning Electric Vehicles.** Due to the unique infrastructure needs associated with an Electric Vehicle (“EV”) (e.g., a specific charger), your EV must be returned to the Designated Return Location, and if it is not, all costs incurred in transporting your EV to the Designated Return Location will be assessed to you. In addition, you will be assessed a fee for Budget’s loss of use of the EV between the time that you should have returned the EV and the time that it is returned to the Designated Return Location, up to a maximum of thirty (30) days. The loss-of-use fee will be your daily rental rate.

**1.4(c) If You Fail to Return the Vehicle.** If you fail to return the Vehicle at the Designated Return Time and to the Designated Return Location, subject to any approved extensions or modifications described in Paragraph 1.4(b), you will breach this Agreement. We may, at our discretion and subject to any notice requirements imposed by Applicable Law, treat your failure to return the Vehicle according to the terms of this Agreement as a theft or other illegal taking. You may be charged for any fees associated with the failure to return the Vehicle, and any payment by the payment card does not constitute a waiver of our right to treat the Vehicle as stolen.

**1.5 Vehicle Use Prohibitions and Responsibilities.** Certain uses of the Vehicle and other things you or another person may do, or fail to do, will violate this Agreement. **ANY VIOLATION OF THIS PARAGRAPH CONSTITUTES AUTOMATIC BREACH OF THE AGREEMENT AND GROUNDS FOR US TO DEMAND IMMEDIATE RETURN OF THE VEHICLE AND, WHERE PERMITTED BY APPLICABLE LAW, TO RETAKE POSSESSION OF THE VEHICLE. ANY VIOLATION OF THIS PARAGRAPH IS ALSO AN EXCLUSION FROM, AND AUTOMATICALLY VOIDS, ALL LIABILITY PROTECTION AND ANY AND ALL PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO THE ENTIRE SUPPLEMENTAL LIABILITY INSURANCE POLICY, PERSONAL ACCIDENT AND EFFECTS INSURANCE, EXTENDED ROADSIDE ASSISTANCE, LOSS DAMAGE WAIVER, AND PARTIAL LOSS DAMAGE WAIVER. YOU WILL ALSO BE LIABLE FOR ANY PENALTIES, FINES, FORFEITURES, LIENS, RECOVERY COSTS, AND STORAGE COSTS, AS WELL AS ANY RELATED LEGAL FEES, EXPENSES, AND COSTS (INCLUDING ON APPEAL), WE MAY INCUR AS A RESULT.**

**1.5(a) Prohibited Uses of the Vehicle.** You will violate Paragraph 1.5 and the Agreement if you or a person you allow to possess or operate the Vehicle (regardless of whether that person is an Authorized Driver) do any of the following:

**1.5(a)(1)** Allow anyone except you or an Authorized Driver to operate the Vehicle;

**1.5(a)(2)** Use the Vehicle to carry passengers or property for hire;

**1.5(a)(3)** Use the Vehicle to tow or push anything;

**1.5(a)(4)** Operate the Vehicle while (i) under the influence of alcohol or any other substance that Applicable Law prohibits the use of while driving; or (ii) using a mobile phone or other hand-held device, unless it is in a hands-free mode;

**1.5(a)(5)** Use the Vehicle in connection with any conduct, other than a traffic infraction, that could properly be charged as a felony or misdemeanor or reckless driving, including the transportation of a controlled substance or contraband;

**1.5(a)(6)** Transport the Vehicle into Mexico, unless we give you express written permission; or

**1.5(a)(7)** Use the Vehicle (i) to carry hazardous materials; (ii) in a test, race, or contest; (iii) on unpaved roads; and/or (iv) recklessly or while overloaded.

**1.5(b) Responsibilities of Use.** You will also violate Paragraph 1.5 and the Agreement if you or a person you allow to possess or operate the Vehicle (regardless of whether that person is an Authorized Driver) do any of the following:

**1.5(b)(1)** Fail to promptly report to us and, where required by Applicable Law, to law enforcement authorities, any damage to or loss of the Vehicle when it occurs or when you learn of it; fail to provide us with a written accident/incident report or fail to cooperate fully with our investigation; or fail to promptly report any interaction with law enforcement during your rental, as provided in Paragraph 3;

**1.5(b)(2)** Fail to secure the Vehicle as provided in Paragraph 1.2;

**1.5(b)(3)** Intentionally or with willful disregard cause or allow damage to the Vehicle; or

**1.5(b)(4)** Return the Vehicle when the location is closed, and the Vehicle is subsequently damaged, stolen or vandalized, as provided in Paragraph 1.4 (including all subparts).

**1.6 Misrepresentation/Repossession of the Vehicle.** We can repossess the Vehicle at any time in our sole discretion for reasons that include but are not limited to the following: you obtained possession of the Vehicle through any fraud or misrepresentation; or the Vehicle is found illegally parked, is being used to violate the law or the terms of the Agreement, or appears to be abandoned. You agree that we do not need to notify you in advance and that we may take any actions reasonably necessary to obtain possession of the Vehicle, including remotely disabling the engine, remotely locking the doors, tracking the location of the car through GPS tracking devices and utilizing for our benefit any other devices connected to the Vehicle or affecting the Vehicle's operation. If the Vehicle is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the Vehicle. You agree that such costs will be charged to the payment card or account used to rent the Vehicle. **If the Vehicle is repossessed**

**because of fraud or misrepresentation, except where expressly prohibited by Applicable Law, liability protection and products or services will be automatically null and void, including but not limited to Supplemental Liability Insurance, Personal Accident and Effects Insurance, and Extended Roadside Assistance.**

**2. Standard Charges.** You will pay us the following standard charges for the rental of the Vehicle:

**2.1 Daily Charges.** You will pay the daily rate stated in the Agreement for each Day, or part of any Day, of the rental. The minimum charge is one Day, plus mileage or a fixed fee. The daily charge applies to consecutive 24-hour periods starting at the hour and minute the rental begins.

**2.2 Mileage Charges.** You will also pay for the number of miles you drive, or a fixed fee, if applicable, at the rate stated in the Agreement. We will determine the number of miles you drive by reading the factory-installed odometer.

**2.3 Rate Eligibility Requirements.** If at the time of booking, the rate in the Agreement is a conditional rate (such as a special rate, promotional rate, or corporate rate) or benefit discount code, and at the time of booking or at any time during your rental, you fail to meet the conditions of the rate, we will charge you the applicable default higher rate for similar rentals. An unauthorized use of a conditional rate or benefit discount code will be viewed as an unlawful use and theft of services for which Budget can pursue legal remedies, including but not limited to reasonable attorneys' fees and costs, and for which Budget can void any associated discounts or rental benefits.

**2.4 e-Tolls.** You are responsible for payment of all tolls incurred during the rental period. Budget offers an optional service called e-Toll that allows customers to use electronic toll lanes on highways, bridges, tunnels, and other tolled passages. All Budget vehicles are pre-equipped to electronically process tolls. Unless you directly pay the toll yourself as described below, you will automatically opt-in to e-Toll and pay the fees described herein if you drive through an electronic toll:

**2.4(a) e-Toll fees (Standard).** If you use the e-Toll service at any time during your rental, you agree to pay a convenience fee of \$5.95 for each day on which you incur a toll up to a maximum amount of \$29.75 per rental period (not to exceed 30 days). In addition, you will pay all tolls incurred at the maximum prevailing non-discounted or cash rates posted by the toll authority, regardless of the actual toll amount.

**2.5(b) e-Toll Unlimited.** Budget also offers e-Toll Unlimited, which includes the cost of tolls and convenience fees. If you choose e-Toll Unlimited, you agree to pay a daily flat fee of \$10.99–\$25.99, depending on checkout location, for each day of the rental period, whether or not you incur any tolls, up to a maximum of \$54.95–\$129.95 per week. E-Toll Unlimited must be selected at the time you reserve or check out your vehicle; otherwise, you agree to pay the standard e-Toll fees if you use the e-Toll service.

**2.5(c) Opting out of e-Toll.** If you do not choose e-Toll Unlimited, you may avoid the standard e-Toll fees on any day during the term of the rental if you ensure the transponder shield box is in the "closed" position and you (i) pay cash for all tolls; (ii) use your own adequately funded, properly mounted and compatible electronic toll device to

pay for all tolls; (iii) pay the toll authority directly at or before the time the toll is incurred through any available online or other service according to the toll authority's rules and requirements; or (iv) avoid electronic toll roads or passages.

**2.5(d) Toll Administrator.** If you use the standard e-Toll service, a third-party toll program administrator (the "Toll Administrator") contracted by Budget will process payment of each electronic toll that you incur during the term of the rental and charge your payment card for the amount of the tolls and convenience fees set forth above. Regardless of the service you choose, you agree that, in connection with e-Toll, we may share your personal information, including your address, payment card information, and other rental information with the Toll Administrator. You also authorize the Toll Administrator and Budget to charge your payment card for all e-Toll fees described above based on the option that you select. You agree that the Toll Administrator may contact you directly regarding the e-Toll fees. The e-Toll fees may take 4-8 weeks after the rental concludes to be billed to your payment card on file. You agree to indemnify and hold us, the Toll Administrator, and any other agent we authorize harmless for any fines, charges or administrative fees incurred for any toll violations for which you may be liable. For more information on tolling, please visit [www.budget.com/etoll](http://www.budget.com/etoll).

**2.5 Fuel Service.** Most rentals come with a full tank of fuel, but that is not always the case.

**2.5(a) If you drive fewer than 75 miles.** Where applicable, and if permitted by Applicable Law, if you drive the Vehicle fewer than 75 miles, you acknowledge that we will add a flat fee to the rental, the amount of which will be disclosed on the rental document and at the counter prior to rental. You may avoid this charge by providing a receipt for fuel purchased at time of return, after which the flat fee will be reversed from your total rental charges.

**2.5(b) If you drive 75 miles or more.** If you drive the Vehicle 75 miles or more, there are three refueling options: **Returning the Vehicle with less fuel.** If you do not accept the fuel service option (see below), where available, at the beginning of your rental, and you return the Vehicle with less fuel than was in it when you received it, you will pay a fuel service charge at the applicable per-mile or per-gallon rate specified on the rental document. The per-mile rate is used if you do not buy fuel during the rental. To calculate this amount, we multiply the number of miles driven, as shown on the Vehicle's odometer, times the per-mile rate shown on the rental document. The per gallon rate is used if you buy fuel during the rental and provide us with a receipt on our request, but the tank is not as full when you return the Vehicle was when you received the Vehicle (by using the factory-installed gauge, rounded down to the nearest 1/8 tank, or by using telematics for connected cars, rounded down to the nearest 1/10 tank), times the per-gallon rate shown on the rental document. Although two methods are used for ease of calculation, the per-mile and per-gallon rates produce approximately the same result. Some of our vehicles are equipped with onboard telematics which record the actual amounts of fuel in the gas tank. In the event your Vehicle has such a device, you will be charged for the actual amount of fuel needed to fill the tank based on the reading of this device. **Fuel service option.** If you accept the fuel service option at the beginning of your rental, you will be charged as shown on the Agreement for that purchase and you will not pay us a fuel



service charge. If you choose this option, you will not incur an additional fuel service charge, but you will not receive any credit for fuel left in the tank at the time of return. The per-gallon cost of the fuel service option will always be lower than the fuel service charge. The cost of refueling the Vehicle yourself at a local service station may be lower than the fuel service charge or the fuel service option. You acknowledge that the fuel service charge is not a retail sale of fuel. **Fuel before you return.** You may avoid a fuel service charge if you return the Vehicle with the fuel tank as full as when you received it and, if requested by us, present a receipt for your fuel purchase.

**2.6 Miscellaneous Fees/Charges.** Except where prohibited by Applicable Law, you will also pay us the following miscellaneous fees and charges, where applicable:

**2.6(a) Surcharges, Fees, and Taxes.** You will pay certain taxes, including sales, use, rental, environmental and excise taxes; customer facility fees; concession recovery fees; vehicle license recovery fees; tax-related surcharges; and other similar fees and charges imposed by local, state, federal, or other authorities.

**2.6(b) Redemption Fees.** If you present any rewards certificates, coupons or vouchers associated with a loyalty rewards program, you may be charged a redemption fee. Additionally, if you choose to earn airline miles or other benefits with a comparable loyalty program, you may be charged a fee.

**2.6(c) Cleaning Fees.** You will pay a reasonable fee for cleaning the Vehicle's interior or exterior for what we determine in our sole discretion are excessive stains, trash, dirt, soilage, odors, or pet hair after the Vehicle is returned. If we discover any evidence of violation of our smoke-free and vape-free policy as provided in Paragraph 1.3, we may charge a fee for interior cleaning and for repair of any damage caused by your violation of this policy.

**2.6(d) Authorized Drivers.** We may charge a fee, as stated in your Agreement, for each additional Authorized Driver.

**2.6(e) Youthful Drivers.** We may charge a fee, where applicable, as stated in your Agreement, for any driver under the age of 25.

**2.6(f) Extensions/Modifications.** We may charge a \$10 fee in addition to standard daily and mileage rates if we grant in our sole discretion your request to extend the Agreement or to return the Vehicle to any location other than the Designated Return Location.

**2.6(g) Battery Charging Fee for Electric Vehicles ("EVs").** The range of your EV will vary based on several factors including vehicle load, driver's actions such as speed and acceleration, climate, and terrain factors such as inclines. Budget does not warrant or guarantee the range of an EV. Your EV must be returned to Budget with a battery charge level of at least 70%. You may recharge the EV at public or private locations at your expense. You may have to register or create an account at some of these locations, and you are responsible for any required registration (including accepting the terms and conditions and privacy policy) and any fees. If the EV is returned with a battery charge level at less than 70% but more than 10%, a charging fee of \$35 will be assessed to you. If the EV is returned with a battery charge level less than 10%, you will

be assessed an additional low-charge fee of \$35 (equaling a total of \$70 in charging fees if returned with a battery charge of less than 10%). The charging fee is based on the kilowatt hours, overhead, loss of use of the EV, and administrative costs Budget incurs in charging the EV. Fees assessed in the United States refer to U.S. dollars and fees assessed in Canada refer to Canadian dollars.

**2.6(h) Charging and Idle Fees for Tesla EVs.** If you rented a Tesla EV, you will be able to access Tesla Superchargers, subject to availability, to recharge Tesla vehicles, provided, however, any charging fee or idle fee, expense and/or costs to access and utilize the Tesla Superchargers are charged to Budget and will be billed back to you at cost plus a reasonable administrative fee. These charges may not appear on your final invoice and may be charged to your payment card later due to processing, billing, and invoicing requirements. See Tesla's website for definition and details about idle fees, <https://www.tesla.com/support/supercharger-idle-fee>. Paragraph 2.6(g) shall continue to apply to you.

**2.6(i) Towing/Impound/Vehicle Delivery Fees.** You will be charged actual towing charges and a commercially reasonable administrative charge. If you return the Vehicle to a location different from the location where the rental began (even if it is the Designated Return Location), we may charge an additional fee. If the Vehicle is not returned as required by this Agreement, in addition to any continued accrual of daily charges and late fees until we locate and take possession of the Vehicle, we may charge reasonable costs we incur in releasing the Vehicle from impound or storage and/or towing or delivering the Vehicle from where it was recovered.

**2.6(i)(1) Special Fees for EVs.** If you fail to return an EV to the Designated Return Location, the following fees will be assessed to the extent allowed by Applicable Law in addition to those above: (1) all costs incurred in transporting the EV back to the Designated Return Location; (2) a fee, which will be equal to your daily rental rate up to a maximum of 30 days, for our loss of use of the EV between the time that the EV was due to be returned and the time that the EV was actually returned to the Designated Return Location.

**2.6(j) Late Return Fees.** In addition to the daily rental rate and any applicable mileage charges for excess use of the Vehicle, we may charge an additional daily fee if you do not return the Vehicle at or before the Designated Return Time.

**2.6(k) Fines, Expenses, Costs, and Administrative Fees.** You agree to pay all fines, tickets, penalties, and court costs (including on appeal) for parking, traffic, red-light, toll and other violations, including storage liens and charges, if assessed directly against you. You also agree that we may provide any information requested by law enforcement authorities as part of any investigation of an alleged infraction. To the extent any tickets, citations, fines, penalties, or administrative fees are assessed against us because of the operation or use of the Vehicle from the time you take possession of it until it is returned to us, you agree to indemnify us from all resulting damages, losses, costs, and expenses. We have no obligation to contest or otherwise defend you against any alleged infraction.

**You agree that we may, in our sole discretion if Applicable Law allows the fine to be assessed against us or the Vehicle, pay all tickets, citations, fines, and penalties**

**on your behalf directly to the issuing authority and charge you unilaterally for the fine or penalty, plus court costs, attorneys' fees, bonds or sureties, or other costs incurred by us as a result, including but not limited to impound fees or other costs to recover possession of the Vehicle. We may also charge you a reasonable administrative fee, to the extent permitted by Applicable Law, for each infraction, not to exceed the lesser of \$25 or 10% of the amount we incur. You are strongly encouraged to promptly pay all fines, penalties, court costs, monetary assessments, fees, surcharges, or other charges assessed against you directly to the court, county government, or other appropriate government agency, and to provide proof of payment to us, to avoid these additional charges.**

Verra Mobility (VMS) is our agent for processing and billing any tickets, citations, fines, and penalties. You authorize us to release the rental and payment card information regarding your rental to VMS as our agent for the purpose of processing and billing you for any tickets, citations, fines, and penalties incurred by you or assessed against us or the vehicle during your rental plus, where allowed by Applicable Law, a reasonable administrative fee not to exceed \$50 per violation. You authorize VMS to contact you directly regarding any ticket, citation, fine, or penalty assessed in connection with the use of the Vehicle from the time you take possession until the time it is returned to us.

**2.6(l) Key/Fob Recovery Fee.** We may charge a fee to cover the cost to us for replacement if you do not return the same number of keys, key cards, fobs and/or remotes to the Vehicle that you received at the beginning of the rental.

**2.6(m) EV Equipment.** All EV equipment including, but not limited to, charging equipment, keys, key cards, fobs and/or remotes provided with your EV must be returned. The full replacement cost of any EV Equipment not returned with your EV will be charged to you. **Loss Damage Waiver, even if elected, does not cover EV Equipment.** You are responsible for any damage to the EV, the charging station equipment and/or the charging location when charging the EV during your rental. You agree to indemnify and hold Budget harmless for any charges, expense, fees, fines or penalties incurred resulting from your charging or attempting to charge the EV (excluding mechanical malfunction of the EV, the charging equipment or the charging station not attributable to you or your use of the EV, EV Equipment, or the charging station).

**2.6(n) Child Safety Seat Fee.** Child safety seats are available for rental, for an additional fee where applicable, based on availability. We do not install child safety seats and are not responsible for any injuries resulting from the installation of or any defects associated with the device itself.

**2.7 You are Responsible for Payment.** You agree that you are responsible for all charges arising out of this Agreement. If we are directed to bill any charges made under this Agreement to any third party, such as an employer or insurer, you represent that you are authorized to do so by the third party. You are jointly and severally liable with any third party to whom the billing is directed. We may perform a credit check on your method of payment to ensure worthiness before releasing the Vehicle. If we perform a credit check on your payment card, you may also be asked to present a second form of current identification.

**2.8 Payment Card Reserve.** If you use a payment card, including but not limited to a credit card or debit card, or a digital wallet or mobile payment application linked to your payment card, to make this rental reservation or to pay for the rental, you acknowledge that the card issuer may set aside or reserve an amount up to the greater of (i) the estimated total charges due under Paragraph 2 (including all subparts), as stated in the Agreement, or (ii) the deposit amount as stated on signs at the location where your rental begins. We are not responsible for any fees or charges by the payment card issuer because of the reservation, including overdraft fees. We will authorize the release of any excess reserve after the standard charges have been billed and the Vehicle has been returned to us according to this Agreement. We do not control payment card issuers, so we cannot guarantee the immediate availability of funds once we have released them. This Paragraph does not waive our right to make charges against your card in excess of the reservation or to make additional charges after we have released the reservation to the extent that the charges are otherwise authorized by this Agreement.

**2.9 Currency Conversion.** If you use a payment card that is issued by a financial institution outside the United States and your charges are billed to us in a currency other than U.S. Dollars, we will convert the full amount of your charges in U.S. Dollars to the card account's billing currency unless you have instructed us not to perform the conversion process on your personal account profile or submitted a written request in advance to have the currency conversion performed by your payment card issuer. Our conversion will be based on a conversion rate published by Reuters and will incorporate a processing charge of no higher than 3% to be applied to all amounts relating to the transaction. This charge will replace the currency conversion processing charge applied by your card issuer. You understand that (i) your card issuer has a currency conversion process; (ii) you have chosen not to use your card issuer's currency conversion process; and (iii) you will have no recourse against your card issuer with respect to any matter related to the currency conversion or its disclosure.

**2.10 Errors/Adjustments.** We will provide you with a preliminary statement of charges at or near the time you return the Vehicle. This statement is not final, and you may be responsible for additional charges, including but not limited to the following: fuel service charges; tolls, convenience fees, fines, citations, and penalties; charges for damage to the Vehicle; and other charges that have not yet been assessed or calculated as of the date of the statement. You will continue to be responsible for payment of further charges determined later and will receive a refund to the extent we review the preliminary statement and identify any excess charges. If you rent from us under your employer's corporate account agreement, you acknowledge that we are entitled to contact your employer regarding any unpaid charges and to share with your employer any information you have shared with us in connection with this Agreement. If you do not rent using your employer's corporate account agreement, you acknowledge that you are personally liable for all unpaid charges regardless of any agreement you may have with your employer or any other person for reimbursement of the charges.

**2.11 Collections.** You agree to pay a late fee of 1.5% per month (or the highest rate permitted by Applicable Law, whichever is less) for any amounts, including but not limited to charges, fees, tickets, expenses, fines, and all matters associated with the rental and/or

damage to or loss of the Vehicle, including but not limited to acts of nature, under this Agreement if they are not paid within fourteen (14) days after we demand payment. You also agree to pay for any costs we may reasonably incur in collecting the unpaid charges or other amounts due under this Agreement including, but not limited to, court costs and attorneys' fees (including on appeal) and insufficient funds fees for rejected checks. We may engage attorneys and/or third-party collection agents to collect unpaid charges. You agree that we are entitled to share any information provided by you in connection with this Agreement with our attorneys or third-party collection agents and that, except where prohibited by Applicable Law, any fees or costs billed to us by our attorneys and/or a third-party collection agency in collecting amounts owed under this Agreement will be included in costs we may recover from you. You understand that, to the extent that there are any unpaid charges, we reserve the right to report information to appropriate credit reporting agencies, and you authorize us to share the information necessary for such reporting.

**3. Accidents/Incidents.** You must report to us at 800-354-2847 any accident/incident involving the Vehicle as soon as it is safely and reasonably possible to do so, provide us with a written report, and otherwise cooperate in our investigation of the incident and recovery of damages. You also must promptly report any accident/incident involving the Vehicle to law enforcement authorities if required to do so by Applicable Law. You must also immediately report to us at 800-533-9056 any incident related to the Vehicle involving law enforcement.

**3.1 Vehicle Damage/Loss.** If you do not accept Loss Damage Waiver, or if the Vehicle is lost or damaged as a direct or indirect result of a violation of Paragraph 1.5 (including all subparts), you are responsible and you will pay us for all loss of or damage to the Vehicle regardless of cause or who or what caused it, including but not limited to an act of nature. If the Vehicle is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the Vehicle in its damaged condition, you will pay the difference between the Vehicle's fair market retail value before it was damaged and the sale proceeds, except in Canada or as otherwise required by Applicable Law. In Canada, you will pay the greater of the Vehicle's retail fair market value or its value on our books of account (also known as depreciated book value) before theft or, in the case of damage, the sales proceeds. Depreciated book value may be higher than retail fair market value. You are also responsible for Loss of Use ("LOU") of the Vehicle, which is defined as the applicable daily rate multiplied by the number of days taken to repair or replace the vehicle, not to exceed 30 days. Where permitted by Applicable Law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, and antenna, as part of your rental charges at the time of return. If the Vehicle is stolen and not recovered, you will pay us the Vehicle's fair market retail value before it was stolen. As part of our loss, you will also pay for loss of use of the Vehicle, without regard to our fleet utilization, plus an administrative fee and appraisal, plus towing and storage charges, and diminished value, if any ("Incidental Loss"). If your responsibility is covered by any insurance, payment card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the Vehicle plus diminished value or the fair market retail value of the Vehicle (less salvage value plus

costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party. If the Applicable Law of a jurisdiction covering this rental requires conditions on Loss Damage Waiver that are different from the terms of the Agreement, such as if your liability for ordinary negligence is limited by such Applicable Law, that Applicable Law prevails. You understand that you are not authorized to repair or have the Vehicle repaired without our express prior written consent, and that if the Vehicle is repaired without our consent, you will pay the estimated cost to restore the Vehicle to the condition it was in prior to your rental, per Paragraph 3.5 below.

**3.2 Indemnification.** Except where prohibited by Applicable Law, you will defend, indemnify, and hold us, and our parent and affiliated companies, harmless from all losses, liabilities, damages, claims, demands, awards costs, attorney fees, interest, and other expenses incurred by us in any manner from this rental transaction or from the use of the Vehicle by you or any person, regardless of whether that person is an Authorized Driver, including claims by third parties. You shall present a claim to your insurance carrier for such claims, events, and losses, but regardless, you will have final responsibility to us for all such claims, events, and losses. You agree that if the rental takes place at a location operated by an Budget System Licensee, any claim by you, including one that alleges unfair, deceptive or unconscionable conduct, your sole right and remedy is against that Budget System Licensee and not Budget Rent A Car System, Inc., its parent or any of its affiliated companies.

**3.3 Liability Protection.** Except with respect to rentals in California and Texas, anyone driving the Vehicle who is authorized to drive it by the Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the Authorized Driver and/or you (the renter) up to the minimum financial responsibility limits required by the Applicable Law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by any one person includes any claim for loss of consortium or services. Where Applicable Law extends this protection to a non-Authorized Driver, the same limits will apply. Except where required by Applicable Law to be primary or excess, any protection provided by us shall be secondary to, and not in excess of, any other insurance available to you, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way. If this protection is extended by Applicable Law to anyone not permitted by the Agreement to drive the Vehicle, or to any person or instance where such protection is not afforded by the express terms of this Agreement, the financial responsibility limits of the jurisdiction in which the accident occurred will apply. You agree that we can provide such protection afforded by this Paragraph under a certificate of self-insurance or an insurance policy, or both, as we choose. In the event such protection is provided through self-insurance, we or a claims administrator designated by us will handle, adjust, defend, and pay covered claims without recourse to any insurance policy issued by an insurance company. In any case, a copy of the insurance policy and/or certificate of self-insurance will be available for your inspection at our main office. You understand that unless required by Applicable Law, we will not provide (a) any coverage for fines, penalties, punitive or exemplary damages; (b) any coverage for bodily injury to you, or your death while not a driver, or any member of

your family or the driver's family related by blood, marriage or adoption residing with you or them; or the driver's family, or to a fellow employee arising out of or in the course of employment; (c) any defense against any claim, unless we are required to provide primary protection, but in such event not after the applicable limits of protection that we furnish are tendered to the claimant; (d) supplementary no fault, noncompulsory uninsured or underinsured motorist coverage, and any other optional or rejectable coverage, and you and we reject all such coverages to the extent permitted by Applicable Law. Where any of these coverages are required or implied by Applicable Law, the limits will be the minimum required under the applicable statute, and the coverage will be subject to any exclusions and limitations permitted by Applicable Law. Where permitted by Applicable Law, you are rejecting uninsured or underinsured motorist and all optional automobile insurance coverages and under any policy of insurance or certificate of self-insurance in connection with the Agreement, for you and all other passengers in the car. You understand that uninsured and underinsured motorist coverage protects you and other passengers in the Vehicle for losses and damages suffered if injury is caused by the negligence of the driver of the non-rental vehicle who does not have any insurance or has insufficient insurance to pay for losses and damages. There is no protection or coverage in Mexico, and the Vehicle may not be taken into Mexico under any circumstances, unless special arrangements are made at the renting location for separate Mexican insurance, where such insurance is available.

**3.3(a) Third Party Liability Protection.** Third Party Liability Protection for you (the renter), and any Authorized Driver is included at no extra charge if you are eligible and if Third Party Liability Protection is specified in the Rental Agreement. **Third Party Liability Protection is not available to residents of the United States and Canada, even if denoted or displayed on the Rental Agreement.** Subject to the terms and conditions of the Rental Agreement and the terms, conditions, limitations, definitions, exclusions, and endorsements of any applicable insurance policy providing Third Party Liability Protection, you and/or Authorized Driver(s) are covered for their liability for causing "bodily injury" or "property damage" to third parties. The limits of this Third Party Liability Protection are \$500,000, combined single limit. You and any Authorized Driver seeking Third Party Liability Protection must fully cooperate with and assist Budget, and/or any liability insurer providing Third Party Liability Protection under an insurance policy, in the investigation and defense of any third party claim. Budget and/or any liability insurer providing Third Party Liability Protection will have the sole right and discretion to resolve any third party claim falling within the coverage of the policy and/or any certificate of self-insurance, as applicable. This Third Party Liability Protection is distinct from the Supplemental Liability Insurance described in Paragraph 4.4 below, which may be available for additional charge if elected and purchased. Any such Third Party Liability Protection will be subject to exclusions and limitations permitted by Applicable Law.

**3.4 Assignment of Benefits/Insurance.** If your responsibility for damage or loss is covered by any insurance, credit card benefit, travel insurance, or other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and to share any necessary information you have given to us in connection with this Agreement. You agree to cooperate with any request we may make for coverage under any such third-party benefits or insurance. If your responsibility is covered by any insurance or

benefits, you authorize us to contact the benefit provider directly on your behalf and you authorize the benefit provider to handle and resolve the claim directly with us or our authorized representatives. Moreover, you assign your benefits directly to us to recover all consequential and incidental damages including but not limited to repairs of the Vehicle plus diminished value or the fair market retail value of the vehicle (less salvage value plus costs incurred in the salvage sale). You will remain primarily responsible and liable to pay us for any loss or damage, as provided in this Agreement, except payment we receive from the coverage provider. To the extent we recover any benefits from a third party that exceed the amount you owe us, we will set off or refund such overage, less our costs, including attorneys' fees and interests.

**3.5 Vehicle Repairs.** You are not authorized to repair the Vehicle, and may not authorize repair by anyone else, without our express written consent. If you repair the Vehicle or have the Vehicle repaired without our consent, you will pay all costs we reasonably incur to restore the Vehicle to the condition it was in prior to your rental up to the fair market retail value of the Vehicle. If we authorize you to have the Vehicle repaired and the cost of repair is our responsibility, we will reimburse you for those repairs only if you give us the repair receipt and the repair conforms to the authorization. To the extent your unauthorized repairs invalidate or in any way reduce the coverage of a warranty, you will be responsible for the costs of the invalidation of or reduction to the warranty. Where permitted by Applicable Law, you are also responsible for Diminished Value ("DV") of the Vehicle, which is defined as the difference between the fair market value of the Vehicle immediately before the accident or incident giving rise to the repair and the fair market value of the Vehicle immediately after the repair. You are also responsible for any damages arising from the unauthorized repair of the Vehicle, including but not limited to personal injury or diminution in resale value of the Vehicle.

**3.6 Loss Damage Waiver.** You may elect to purchase Loss Damage Waiver ("LDW") or in select locations, Partial Loss Damage Waiver ("PDW"). All required notices regarding LDW and PDW are included, as applicable, in the individual state disclosures below. **LDW and PDW are not insurance, and they will not affect your liability for claims made by third parties against you or us. If you elect LDW or PDW, we will charge you an additional daily rate for each Day and any partial Day. Both the daily rate and the total anticipated charge for the duration of the rental are stated in your Agreement. LDW and PDW are not mandatory. Your own automobile or homeowners' or personal liability insurance policy or other coverage may cover loss or damage to the Vehicle and fire and theft damage, and LDW or PDW may be duplicative of any insurance policy that you may have. You should consult with your insurer.** We are not qualified to evaluate whether your existing insurance coverage is adequate. If you do not elect LDW or PDW, you are liable to us for any damage to, loss of, or loss of use of the Vehicle and may be charged for the actual cost of repair or replacement of the Vehicle. If you elect LDW and the coverage is not otherwise voided under this Agreement, you will no longer be responsible to us for loss of or damage to the Vehicle, except for lost, damaged or stolen keys or remote entry devices, towing or tire service (except in the state of Alaska), unless related to an accident, or recovery of the Vehicle if it is stolen, and except for your responsibility, if any, specified in the Agreement. If you elect PDW, you will no longer be responsible to us for loss of or damage to the Vehicle up to the amount



specified in the Agreement, but **you will remain responsible to indemnify us for any loss of or damage to the Vehicle exceeding the specified amount pursuant to the terms otherwise set forth in this Agreement. If you violate Paragraph 1.5 (including all subparts), PDW and LDW will become automatically void, and you will be responsible for any loss of or damage to the Vehicle from the commencement of the rental until the Vehicle is returned to us according to this Agreement. LDW and PDW, even if elected, do not cover EV Equipment.**

**4. Additional Services Available.** The following additional services may be available, either with or without an additional charge:

**4.1 Roadside Assistance/Extended Roadside Assistance.** Certain limited Roadside Assistance is available free of charge to all renters. The phone number for Roadside Assistance is 800-354-2847. Extended Roadside Assistance may not be available in all locations or for all rentals. You may purchase added protection under Extended Roadside Assistance, at a daily rate for each Day or partial Day of the rental, to cover potential costs associated with lost keys, remote entry devices, lockouts, flat tires, towing (if the Vehicle becomes inoperable), jump starts, or emergency fuel delivery (up to 3 gallons) (see exception at Paragraph 4.1(a) below). If you do not purchase Extended Roadside Assistance in advance, we will charge an additional fee for these services. If you purchase Extended Roadside Assistance, we will provide evidence of coverage to you at the time of purchase.

**4.1(a) Roadside Assistance for EVs.** Roadside Assistance is available for EVs, but we are not able to deliver fuel or a charging station to EVs. If you require Roadside Assistance because you depleted the EV's batteries or the EV is not drivable due to a low battery, your EV will be towed to the location from which you rented the EV and you will be assessed, to the extent permitted by Applicable Law, a towing fee pursuant to Paragraph 2.6(i) (including all subparts). Even if you purchase Extended Roadside Assistance, running out of battery charge is not a covered event for EVs or hybrid vehicles. If you require another vehicle due to breakdown, we may provide you with a gasoline-powered vehicle, in which case all fuel provisions in this rental agreement will apply. **YOU ARE NOT AUTHORIZED TO CALL A PRIVATE TOW FOR AN EV. ALL TOWS MUST BE BY FLATBED AND MUST BE ARRANGED THROUGH ROADSIDE ASSISTANCE.**

**4.2 Emergency Sickness Protection.** Emergency Sickness Protection ("ESP") may be available for purchase on some rentals but only to non-US renters and up to seven (7) non-US traveling companions of the renter. ESP is not required to rent the Vehicle and may duplicate coverage you have under your own automobile or homeowners' or personal liability insurance policy or by another source. We are not qualified to evaluate whether your existing insurance coverage is adequate. We are not the insurer under any ESP policy. You will pay additional fees for ESP coverage as specified in the Agreement. If you purchase ESP, we will charge the daily rate identified in your Agreement for each Day or partial Day of the rental. You will be charged the rate for a full Day even if you don't have the Vehicle for the entire Day. If you purchase ESP, we will provide evidence of coverage to you in your Agreement. If purchased, ESP will provide primary coverage,

within the specified scope of coverage, to any other coverage you may have. For more information on ESP, please visit [www.budget.com/en/products-and-services/protections](http://www.budget.com/en/products-and-services/protections).

**4.3 Personal Accident and Effects Insurance.** Personal Accident and Effects Insurance (“PAE”) and, where available, Personal Accident and Effects Insurance PLUS (“PAE-PLUS”) provide certain accidental death benefits and emergency medical expense benefits and benefits for loss of or damage to certain personal property in the rented vehicle to the renter and traveling companions of the renter. PAE and PAE-PLUS coverage is not required to rent the Vehicle and may duplicate coverage you already have under your own automobile or homeowners’ or personal liability insurance policy or by another source. We are not qualified to evaluate whether your existing insurance coverage is adequate. You will pay additional fees for PAE and PAE-PLUS coverage as specified in the Agreement. You will be charged the rate for a full Day even if you don’t have the Vehicle for the entire Day. We are not the insurer under any PAE or PAE-PLUS policy. If you purchase PAE or PAE-PLUS, we will provide evidence of coverage to you in the Agreement. If purchased, PAE and PAE-PLUS will provide primary coverage, within the specified scope of coverage, to any other coverage you may have. For more information on PAE and PAE-PLUS, please visit [www.budget.com/en/products-services/protections](http://www.budget.com/en/products-services/protections).

**4.4 Supplemental Liability Insurance.** If you elect to purchase Supplemental Liability Insurance (“SLI”), coverage will be provided to you and any Authorized Driver under an excess coverage automobile policy issued to Budget. SLI provides protection for third party automobile claims for the difference between the minimum financial responsibility limits provided under Paragraph 3.3 above and a maximum combined single limit of liability of \$1,000,000 for bodily injury, death or property damage for each accident. This coverage is provided under a policy of excess liability insurance and is subject to all the conditions and limitations described in Paragraph 3.3, except that notwithstanding anything contrary contained in the Agreement, the terms of the policy will at all times control. **SLI does not apply to any loss arising out of any “prohibited use of the vehicle” as described in Paragraph 1.5 (including all subparts) of the Agreement, all of which are exclusions to SLI. Other exclusions to SLI are listed in the SLI policy.** You will pay additional fees for SLI as specified in the Agreement. You will be charged the rate for a full Day even if you don’t have the Vehicle for the entire Day. In California and Texas, if you elect SLI, Budget will provide primary coverage up to the minimum financial responsibility limits for each jurisdiction, respectively. Operation of the Vehicle by an unauthorized person constitutes a breach of the Agreement and forfeits all insurance coverages including SLI. For more information on SLI, please visit [www.budget.com/en/products-services/protections](http://www.budget.com/en/products-services/protections). SLI is distinct from the Third Party Liability Protection described in Paragraph 3.3(a) above.

## **5. Satellite/GPS Systems and Connected Car Data.**

**5.1 GPS.** At some locations, we may offer a global positioning system (“GPS”) for your use, which you may rent at the daily rate for each Day or partial Day of the rental, as stated in your Agreement. Except where prohibited by Applicable Law, you are responsible for any loss or damage to the unit or its accessories, regardless of cause or

fault, and you will pay us the full repair or replacement cost, the choice of which is at our sole discretion, for the unit, up to \$499.

**5.2 Communication Services and Satellite Radio.** You acknowledge that the Vehicle may be equipped with a communication service (such as OnStar or a similar service) (a “Communication System”), that provides emergency notification, navigation, diagnostics, tracking and other services, and a receiver for receiving audio signals from subscription satellite radio services to which Budget may subscribe (“Satellite Radio”). You expressly authorize all those services. You acknowledge that you understand that a Communication System, such as OnStar, requires the Vehicle’s electrical system and equipment, cellular service, and satellite technologies to be available and operating to function properly. Not all services offered by the Communication System provider are available on all vehicles. The Communication System acts as a link to existing emergency and other service providers. Services are limited by, and neither the Communication System provider nor Budget is liable for, conditions or services outside their control. Any information (e.g., navigational route support) provided through a Communication System is on an “as is” basis. The Communication System provider (including OnStar), its service providers and Budget will not be liable to you or any user of the Communication System in connection with the use of such information. You understand and agree that the Communication System provider may provide us and/or law enforcement with all necessary information to enable us and/or law enforcement to locate the Vehicle if you fail to return the Vehicle to the Designated Return Location and/or at the Designated Return Time. You agree to release and hold us, and the Communication System providers, harmless for any Communication System failures. You also agree to limit claims against the Communication System provider for damages for any losses under any theory to the pro rata portion of the daily rate for use of the Vehicle for one Day. If your Vehicle has active Communication System equipment, you understand that your use of the Vehicle is subject to the terms and conditions of the Communication System provider, including system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices relating to the Communication System provider’s collection, use and sharing of information about you and the Vehicle, and the application of other relevant provisions including responsibilities you have when using the Communication System. You should review the Communication System provider’s website for details regarding their Terms and Conditions and Privacy Statement. Details regarding the OnStar Terms and Conditions and Privacy Statement are available at [OnStar.com](http://OnStar.com). By proceeding to rent the Vehicle and sign this Agreement, you authorize the provision of the Communication System in accordance with and agree to be bound by the Terms and Conditions and Privacy Statement of the Communication System provider. Not every vehicle is equipped with a Communication System and/or Satellite Radio. Some vehicles in our fleet may have a Communication System and/or Satellite Radio equipment, but such equipment may not be active. We may charge separately for access to Satellite Radio as an optional accessory on the Agreement. We may establish an access code for Satellite Radio or program the Vehicle not to give you access to Satellite Radio unless you have reserved that option in advance. If we provide you access to Satellite Radio based on your reservation, you will be charged for access whether or not you use this option. Unless you are advised that you have a vehicle with a Communication System

and/or Satellite Radio, you will not have access to the systems, and you should not rely upon them or take steps to activate them. You shall not activate any service and in the event you activate a service in violation of this provision, you agree to be completely responsible for the annual subscription and/or cancellation fees(s) for that service.

**5.3 Liability.** Any information provided by OnStar (including navigational support) is available to you on an “as is” basis. Neither we nor OnStar is liable to you for malfunction or unavailability of any systems. You agree to hold us, and the OnStar service providers, harmless for any OnStar system failures. You also agree to limit claims against OnStar for damages for any losses under any theory to the pro rata portion of the rate for use of the Vehicle for one Day. If your Vehicle has active OnStar equipment, you understand that your use of the Vehicle is subject to the OnStar terms and conditions and privacy statement, a current copy of which is available at [www.OnStar.com](http://www.OnStar.com), including system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices relating to OnStar’s collection, use and sharing of information about you and the Vehicle, and the application of other relevant provisions including responsibilities you have when using OnStar services. Further details regarding the OnStar Terms and Conditions and Privacy Statement are available at [OnStar.com](http://OnStar.com).

**5.4 Use of Location Information.** You should have no expectation of privacy or confidentiality as to the places where the Vehicle is driven while rented to you. You agree that we may, where permitted by law, use GPS precise location tracking devices installed in the Vehicle or location data generated by Connected Car technology for the purposes described in our Privacy notice, including without limitation to track or locate Vehicles which may be late for their scheduled return, reported stolen, suspected of being lost, stolen, or abandoned or as may be required or requested by law enforcement, to analyze and enhance our services, improve efficiency in managing our inventory, maintaining our fleet and otherwise improving our services, and to identify Vehicles which have been damaged and may require roadside assistance, when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services. If you are a representative of a corporate or commercial entity account, you agree to ensure that drivers of fleet Vehicles are provided notice and/or consent to such GPS tracking for these purposes where required by law.

**5.5 Connected Car Data. Equipment.** Certain Vehicles (“Connected Cars”) are equipped with features, telematics systems, on-board devices, or built-in services and technologies that are capable of collecting data about the Vehicle and its use, including, for example, real-time location data and information regarding the Vehicle’s condition, damage and accident events and records, performance, operation and diagnostics, mileage, acceleration, braking, speed, fuel consumption, fuel level, tire pressure, odometer, direction and movements (collectively, the “Connected Car Data”). Certain Connected Cars may also be equipped to capture camera images, both inside and outside the Vehicle, as well as audio recordings. The Connected Car Data that is collected may vary depending on the make and model of the Vehicle as well as the features and services you use. We cannot guarantee that a Vehicle without Connected Car Data features will be available at your time of rental. You agree that our Vehicles may transmit

such Connected Car Data to us, our third party providers and/or the car manufacturer. If you are a driver of a fleet Vehicle associated with a corporate or commercial entity account, you agree that your organization also may have access to Connected Car Data, including real-time location data, associated with the organization's fleet Vehicles. If you are a representative of a corporate or commercial entity account, you agree to ensure that drivers of your fleet Vehicles are provided notice and/or consent to the collection and use of such Connected Car Data where required by law. Equipment that collects Connected Car Data may be installed by us, on our behalf, or by the vehicle manufacturer. If the equipment is installed by the vehicle manufacturer, the vehicle manufacturer will process the Connected Car Data in accordance with its privacy notice. We may enter into agreements with vehicle manufacturers to receive Connected Car Data, and may use third parties to process the Connected Car Data on our behalf. You agree that by proceeding to rent a Connected Car you will be bound by the terms and conditions of the vehicle manufacturer's Connected Car services agreement and privacy policy regarding Connected Car Data collection, use, sharing and retention, in addition to our own terms and policies. You should review the vehicle manufacturer's website for details regarding their Connected Car terms and conditions and privacy policy. **Uses.** You agree that, to the extent permitted by law, we have the right to use Connected Car Data for the following purposes: (i) to provide certain aspects of our services to you (e.g., remote lock/unlock, remote disable engine/cancel ignition, and automatically transmit vehicle data such as location, odometer, fuel level and other data during the rental); (ii) to manage your Vehicle rental (e.g., start your rental, exchange or upgrade your Vehicle); (iii) to enable us and our corporate or commercial entity account to better understand how fleet Vehicles are being used; (iv) to analyze and enhance our services, improve efficiency in managing our inventory, maintaining our fleet and otherwise improving our services and operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of Vehicles which are overdue, lost or reported stolen, or suspected of being lost or stolen; (viii) to develop new products and services and enhance our existing products and services; (ix) to respond to requests from law enforcement and/or regulatory authorities; (x) as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services, (xi) to protect the rights and/or property of Budget or third parties; (xii) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our Vehicles are being or have been used in violation of law or otherwise in the commission of a crime; and (xiii) to comply with law. **Privacy.** We collect, use, and share the personal information you provide to us, information about you that we receive from third parties, and information generated from your visit to our website, use of our mobile applications, and Connected Car Data, including real-time location data and telematics data. For more detail about our privacy practices and your choices with respect to your personal data, please see the full Privacy Notice which may be obtained at [www.budget.com/privacy](http://www.budget.com/privacy) or by writing to Privacy Office, Avis Budget Group Inc., 6 Sylvan Way, Parsippany, NJ 07054. To provide you services or in the course of our business operations, we may need to transfer your personally identifiable information ("PII") to locations outside of the country where you rented the Vehicle, and your PII may be subject to laws of other countries. By accepting these Terms and Conditions, you consent to your personal data being exported

to countries other than the country where you rented the car, including to the United States of America. By requesting and using our services, you expressly agree to our collection, use and sharing of your PII for as long as the law allows. **Download of Your Address Book and Other Information from Your Mobile Device.** Some of our Vehicles allow you to connect your personal phone or device via Bluetooth to the Vehicle's electronic system. If you choose to do so, the Vehicle may automatically load your address book, store your incoming, outgoing, and missed telephone calls, and other information from your device. You should follow the steps displayed on the Vehicle's system screen to delete this information and the device from the Vehicle's memory. Budget is not responsible for assuring the privacy of any such information, and cannot guarantee that other persons you do not authorize will gain access to this information after you return the Vehicle.

**6. Arbitration.** Pre-Dispute Resolution Procedure: Before asserting a claim in any proceeding (including, but not limited to, in an individual arbitration proceeding or in a small claims court proceeding), you and Budget agree that each shall give the other party written notice of the claim to be asserted thirty (30) days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you intend to assert a claim against Budget, you must send the written notice of the claim to Attention: Budget Rent A Car System, Inc., 6 Sylvan Way, Parsippany, New Jersey, 07054 Attn: Legal Department. If Budget intends to assert a claim against you, we will send written notice of the claim to you at your address appearing in our records. The parties may, but are under no obligation to, engage in privileged settlement negotiations during this 30-day period. **NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).** Dispute Resolution: (Not applicable if mandatory arbitration is prohibited by Applicable Law.) **Except as otherwise provided below, in the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, all disputes between you and Budget arising out of, relating to or in connection with your rental of a vehicle from Budget and the Rental Agreement shall be exclusively adjudicated by binding arbitration through the American Arbitration Association ("AAA") pursuant to the AAA's then-current rules for commercial arbitration.** There is an impartial arbitrator but no judge or jury in arbitration. **BOTH PARTIES WAIVE THE RIGHT TO JURY TRIAL.** Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited.

**YOU AND BUDGET AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATION PROCEEDING.** Notwithstanding any provision in the Rental Agreement to the contrary, if the class action waiver in the prior sentence is deemed invalid or unenforceable, neither you nor we are entitled to pursue dispute resolution by binding arbitration. If you are an individual (instead of, for instance, a partnership, corporation, or other form of entity or non-natural person), in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Budget will pay as much

of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator's award may be entered in any court of competent jurisdiction. Notwithstanding any provision in the Rental Agreement to the contrary, the parties agree that if Budget seeks to delete or materially modify the agreement to arbitrate from this dispute resolution provision, any such deletion or material modification will not apply to any individual claim(s) of which you have already provided notice to Budget. Information on AAA, its rules, and procedures, and how to file an arbitration claim can be found by contacting AAA at 800-778-7879 or on its website at <http://www.adr.org>.

Disputes and claims that are within the scope of a small claims court's authority, as well as disputes and claims regarding personal injury and/or damage to or loss of a vehicle related to your Budget rental, are exempt from the foregoing dispute resolution provision.

## **7. Miscellaneous**

**7.1 Unique Terms for EVs and Tesla EVs. Software Updates.** Your EV may contain onboard computers which periodically suggest software updates. **YOU ARE NOT AUTHORIZED TO UPDATE THE IN-VEHICLE SOFTWARE UNLESS SPECIFICALLY REQUESTED TO DO SO BY BUDGET.** If a software update prompt is received during your rental, disregard or press "cancel". If you update software without authorization from Budget, you do so at your risk and you will be liable for any loss of use, interruption of service, incompatibility or expense incurred by Budget in restoring the EV to operation including, but not limited to, towing, software coding and technological expenses. **No Automatic Carwashes for Tesla EVs. TESLA EVS MAY NOT BE WASHED AT AN AUTOMATIC CARWASH.** Any damage to or loss of the EV caused by an automatic carwash shall be assessed as against you as provided above and will not be covered by LDW or PDW. If you do not purchase LDW or PDW and you rely on your personal insurance to cover your damage to the EV, it is your responsibility to ensure your insurance provides coverage for EVs and/or EV components.

**7.2 Nature of the Agreement.** This Agreement solely grants limited permission, subject to the terms and conditions described in the Agreement, to use the Vehicle. You are not an agent for us, and this Agreement does not transfer any ownership or other interest in the Vehicle. You may not assign or transfer the rights granted under this Agreement under any circumstances and any attempted assignment will breach this Agreement but otherwise will have no force or effect.

**7.3 Waiver of Certain Types of Damages. You waive any claim against us for incidental, special, or consequential damages in connection with the rental.** If a court finds that we have breached this Agreement, your damages shall not exceed the actual charges and fees paid by you to us pursuant to this Agreement.

**7.4 Changes or Amendments.** No changes may be made to this Agreement except in writing and signed by our authorized representative. You further agree that we have the unilateral right to change these Rental Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the Budget web site and will govern all rentals commencing after posting even if the

terms provided at time of reserving the rental Vehicle are different. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the Budget web site, which date will be indicated therein, without any requirement by you to sign the changed Rental Terms and Conditions.

**7.5 Other Important Provisions.** We may transfer our rights and obligations under these Terms and Conditions to another party, but this will not affect your rights or the obligations of the provider under the Agreement. You may transfer your rights or obligations under these Rental Terms and Conditions to another person only if we agree in writing. If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. Each of the provisions of the Agreement operate separately. If any court of competent jurisdiction decides that any discrete provision of them is unlawful or unenforceable, the remaining provisions will remain in full force and effect.

**7.6 Cooperation.** You agree to cooperate and coordinate with Budget generally and to take any actions Budget reasonably requests in connection with (i) this Agreement, (ii) your use and return of the car, and (iii) any disputes, actions, proceedings, suits, and investigations related to this Agreement or your use of the Vehicle, including without limitation, execution and delivery of any documents Budget reasonably requests, giving testimony under oath, and taking any other actions Budget reasonably requests related to this Agreement or your car rental.

**7.7 Contact Information.** You agree that we, or any of our third-party vendors, attorneys or agents in carrying out the terms of this Agreement on our behalf, may use and/or contact you at any telephone numbers (including via text message), email addresses, and physical addresses that you have provided to us in connection with this Agreement.

**7.8 Severability.** If any provision of this Agreement is held or construed to be invalid by any court having jurisdiction over disputes related to this Agreement, such provision shall, if reasonable to do so, be restated to reflect as nearly as possible the original intentions of the Parties in accordance with the law or, if not reasonable to do so, be deemed to be excluded from this Agreement. In any event, all other provisions of this Agreement shall remain in full force and effect.

**7.9 Definitions.** Wherever we have used the following terms throughout this Agreement those terms have the following meaning:

**7.9(a) “Agreement”** refers to the Rental Terms and Conditions, Receipts and e-Receipts, documents signed by you or to which you have electronically consented, and any additional documents from us regarding your rental, and a return record with the computed rental charges.

**7.9(b) “Applicable Law”** means all laws and regulations applicable to this Agreement. You agree that this Agreement will be governed by, interpreted under, and



construed and enforced in accordance with the laws of the state where the rental begins, without reference to its conflict of laws principles.

**7.9(c) “Authorized Driver”** means any person(s) other than you who may be authorized to operate the Vehicle as provided above.

**7.9(d) “Day”** means (i) a 24-hour period, beginning from the time your rental begins as noted in the Agreement, unless “calendar day” is stated on the Agreement, or (ii) each consecutive calendar day, or any part of a calendar day, but only if “calendar day” is stated on the Agreement.

**7.9(e) “Designated Return Location”** means the location identified in your Agreement for return of the Vehicle. If no return location is specified, the Designated Return Location is the same location where your rental commences.

**7.9(f) “Designated Return Time”** means the date and time identified in your Agreement for return of the Vehicle.

**7.9(g) “EV”** means any Vehicle powered by an electric motor.

**7.9(h) “EV Equipment”** means, but is not limited to, cables, batteries, conductors, and other devices used for charging the EV.

**7.9(i) “Rental Terms and Conditions”** means these terms and conditions, along with all included information, provided at the time of Vehicle rental.

**7.9(j) “Vehicle”** means the vehicle assigned to you and any replacement vehicle provided to you pursuant to this Agreement. The term “Vehicle” includes tires, tools, keys, key fobs, equipment, included and optional accessories, plates, documents, and any other products or property provided by Budget with the Vehicle and separately rented to you by Budget unless otherwise explicitly specified in the Agreement.

**7.10 Captions.** The captions or headings in this Agreement are made for convenience and general reference only and may not be construed to describe, define, or limit the scope or intent of the provisions of this Agreement.

**8. State and Country Specific Notices.** The following notices and requirements apply if you rent a vehicle from Budget in any of the following states or Canada or if you take a vehicle into any of the following states or Canada:

**CANADA:**

Valid Driver’s License. As the renter or signatory of this Agreement, you certify that you hold a valid driver’s license for the appropriate class authorizing you to drive the Vehicle(s) described in the contract and you undertake to ensure that any person called upon to drive the said Vehicle(s) also holds a valid driver’s license for the appropriate class pursuant to local law.

Loss Damage Waiver. In Canada, if you accept LDW, there may nevertheless be a non-waivable amount for which you will be responsible in the event of loss or damage to the Vehicle(s), which amount will be specified on the Rental Contract at the time of rental. Currently this amount is a maximum of \$500 CAD.

Liability Protection. Anyone driving the Vehicle who is permitted to drive it by the Rental Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the driver and/or the renter up to the minimum

financial responsibility limits required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by one person includes any claim for loss of that person's consortium or services. Where the law extends this protection to a non-Authorized Driver, the same limits apply. Except where required by law to be primary, any protection provided by us shall be secondary to any applicable insurance available to you or any other driver from any other source, whether primary, excess, secondary or contingent in any way. Such protection will be provided by us according to the terms and subject to all of the conditions of a standard automobile liability insurance policy, issued in the jurisdiction in which the accident occurs, including all requirements as to notice and cooperation on your part, which are hereby made a part of this Agreement. You agree that we can provide this protection under a certificate of self-insurance or an insurance policy or both as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at our main office.

You understand and agree that unless required by applicable law we will not provide: 1. coverage for fines, penalties, punitive or exemplary damages; 2. coverage for bodily injury to you, or your death, while not a driver, or any member of your family or the driver's family; 3. defense against any claim after applicable limits or coverage that you furnish have been tendered; 4. supplementary no fault, non-compulsory uninsured or undersigned motorist coverage, and any other optional or rejectable coverage, and you and we reject all such coverages where and to the extent permitted by law. Where any of these coverages are required or implied by law, the limits shall be the minimum required under the applicable statute.

#### **ARIZONA:**

Return of Vehicle. Arizona Revised Statute Section 13-1806 provides the following, "A person commits unlawful failure to return rented property if, without notice to and permission of the lessor of the property, the person knowingly fails without good cause to return the property within seventy-two hours after the time provided for in the rental agreement. Unlawful failure to return rented or leased property if the property is a motor vehicle is a class 5 felony." The maximum penalty for this offense is imprisonment for 2 years and a fine of not more than \$150,000 for the first offense.

Liability Protection. **YOU ACKNOWLEDGE THAT, PURSUANT TO ARIZONA REVISED STATUTES SECTION 28-2166, BUDGET DOES NOT EXTEND ANY OF ITS MOTOR VEHICLE FINANCIAL RESPONSIBILITY OR PROVIDE PUBLIC LIABILITY INSURANCE COVERAGE TO THE RENTER, ANY PERMITTED DRIVER OR ANY OTHER DRIVER.**

#### **CALIFORNIA:**

**NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER.** You are responsible for all collision damage to the rented vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, and towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the vehicle rental transaction, may cover all or part of your financial responsibility for the rented vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of the deductible, if any, for which you may be liable. Further, if you use a credit card that provides coverage for your potential liability, you should check with the issuer to determine if you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. The cost per day of the optional damage waiver is stated on your Rental Contract, Rental Receipt or other documents which make up the Rental Agreement.

Liability Protection. With respect to rentals commencing in California, the Rental Agreement does not afford you, or any other driver, any insurance or protection against liability in those two states.

You nevertheless agree to promptly notify us of any accident in which the car is involved and to assist and cooperate with us in the investigation, including any police investigation and handing of such accident or claim of liability against you or us arising out of such accident or otherwise out of your rental. You also agree to promptly advise us of any suit, claim or communication you receive, or which you know another driver of the car receives, that is related to any such accident. You will report any accident or loss involving the car to the police and/or motor vehicle department, as required by local law.

**COLORADO:**

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

**CONNECTICUT:**

To determine the annualized charge for Loss Damage Waiver ("LDW" or "PDW"), multiply the daily rate found on the Rental Agreement by 365 days. Loss Damage Waiver covers loss or damage due to theft, collision, vandalism, or any other cause. Whether or not you accept Loss Damage Waiver, or if Loss Damage Waiver is not permitted, you are responsible for the loss or damage to the car that is caused by you or by an authorized additional driver through intentional or willful and wanton misconduct; driving while intoxicated or using drugs; participation in any organized or racing competition; transporting persons or property for hire; commission of a felony or an act that could be a felony; failure to complete an accident or theft report; use or operation by an unauthorized driver; violation of the terms of the Rental Agreement; operating off paved roads, use to push or tow something; or obtaining car through fraud or misrepresentation. You should examine your personal auto insurance policy or credit card, including deductible and limit of coverage, because it may cover loss or damage and personal injury incurred while you are using or operating a rental car. If your responsibility for any loss or damage is covered by your own insurance, you will authorize Budget to deal with the carrier. Budget will refund any sum collected above the amount of the cost of repair.

**DISTRICT OF COLUMBIA:**

**Car Seats for Children. Pursuant to D.C. Code Section: § 50–1703, the operator of a motor vehicle may not transport any child of less than 3 years of age unless the child is properly restrained in a child restraint seat. The operator of a motor vehicle shall not transport any child under 16 years of age unless the child is properly restrained in an approved child safety restraint system or restrained in a seat belt. Children under 8 years of age shall be properly seated in an installed infant, convertible (toddler) or booster child safety seat, according to the manufacturer's instructions. A booster seat shall only be used with both a lap and shoulder belt. A parent or legal guardian may transport his or her own child without restraint if that person is transporting a number of his or her own children of less than 16 years of age which exceeds the number of passenger positions equipped with safety belts in the motor vehicle. However, an unrestrained child may not be transported in the front seat of a motor vehicle.**

**Return of Car. WARNING - Failure to return the car you rent in accordance with the terms of the Rental Agreement may result in a criminal penalty of up to 3 years in jail.**

**FLORIDA:**

Return of Car. Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with § 812.155, Florida Statutes.

Liability protection. The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736, Florida Statutes.

**SEE BELOW FOR A DISCLOSURE ON SUPPLEMENTAL LIABILITY INSURANCE.**

**HAWAII:**

Loss Damage Waiver. LDW is optional. 2. LDW entails an additional charge. 3. The actual charge per day for LDW is stated on your Rental Contract, Rental Receipt or other documents which make up the Rental Agreement. 4. All restrictions, conditions, and provisions of LDW are in Paragraph 3.6. The renter or authorized driver may already be covered for damage to rental vehicle through their own insurance policy and should examine the policy to determine whether the policy provides coverage for damage, loss, or loss of use to a rented vehicle, and the amount of the deductible. 6. By entering into the rental agreement, renter may be liable for damages, loss, or loss of use to rental vehicle. Renter has read, understands and acknowledges this disclosure.

Fuel service option. If you purchase the fuel service option and you return the Vehicle with a full tank of fuel or more fuel than when you received it, we will give you a credit or a refund for the full amount we charged to you for the fuel service option. If you purchase the fuel service option and you drive the vehicle less than 100 miles, we will give you a credit or a refund for the fuel service option, less the per gallon fuel service charge. You will not receive this fuel service credit if (i) for a rental outside of Hawaii, or (ii) for a rental in Hawaii if you elect the fuel service option and drive more than 100 miles and return the Vehicle with less than a full tank. Fuel service charges and fuel service credits will always be calculated using the per-gallon method for rentals in Hawaii.

**ILLINOIS:**

Collision Damage Waiver. This contract offers, for an additional charge, a collision damage waiver to cover your financial responsibility for damage to the rental vehicle. The purchase of a collision damage waiver is optional and may be declined. You are advised to carefully consider whether to sign this waiver if you have rental vehicle collision coverage provided by your credit card or collision insurance on your own vehicle. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under your own insurance coverage.

Operation of the Vehicle in violation of Paragraph 1.5 (including all subparts) is strictly prohibited, regardless of whether it results in a criminal prosecution. Notwithstanding, and solely for renters in Illinois, Loss Damage Waiver or Partial Loss Damage Waiver will not be voided if the driver violates Paragraph 1.5 unless the driver is convicted of violating § 11-501(a) of the Illinois Vehicle Code.

**UNDER ILLINOIS LAW, YOU MAY REQUEST, BASED ON AVAILABLE INFORMATION, AN ESTIMATED TOTAL DAILY RENTAL RATE, INCLUDING TAXES, FEES, AND OTHER**

**CHARGES, OR AN ESTIMATED TOTAL RENTAL CHARGE, BASED ON THE VEHICLE RETURN DATE NOTED ON THIS AGREEMENT.**

**INDIANA:**

**Loss Damage Waiver.** 1. LDW is optional. 2. LDW entails an additional charge. 3. The actual charge per day for LDW is stated on your Rental Contract, Rental Receipt or other documents which make up the Rental Agreement. 4. All restrictions, conditions, and provisions of LDW are in Paragraph 3.6. The renter or Authorized Driver may already be covered for damage to rental vehicle through their own insurance policy and should examine the policy to determine whether the policy provides coverage for damage, loss, or loss of use to a rented vehicle, and the amount of the deductible. 6. By entering into the rental agreement, renter may be liable for damages, loss, or loss of use to rental vehicle. Renter has read, understands and acknowledges this disclosure.

**IOWA:**

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

**KANSAS:**

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

**LOUISIANA:**

**NOTICE: IF YOU HAVE COLLISION COVERAGE UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY WRITTEN IN LOUISIANA, YOUR COLLISION COVERAGE AUTOMATICALLY EXTENDS TO RENTAL MOTOR VEHICLES PURSUANT TO R.S. 22:1296.**

**EVEN IF YOU ARE NOT A LOUISIANA INSURED, THE PURCHASE OF COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER SUCH COVERAGE.**

**MARYLAND:**

**NOTICE: This contract offers, for an additional charge, a collision damage waiver to cover your responsibility for damage to the vehicle. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own automobile insurance affords you coverage for damage to the rental vehicle or shared motor vehicle**

and the amount of the deductible under your own insurance coverage. The purchase of this collision damage waiver is not mandatory and may be waived. Maryland law requires that all Maryland residents' insurance policies with collision coverage automatically extend that collision coverage to passenger cars rented or motor vehicles shared by the insureds named in the policy for a period of 30 days or less.

Your automobile insurance policy may provide coverage for your liability while operating a rental vehicle. You should check the terms and conditions of your automobile insurance policy to determine if coverage is provided for this rental. The purchase of insurance is not required as a condition of renting an automobile. In addition, if you are driving this rental vehicle due to an accident or repairs, state law may require your personal automobile liability policy to provide coverage and purchase of any excess liability coverage may duplicate coverage required by law to be provided by the owner of the rental vehicle.

**NOTICE:** You acknowledge receipt of the Maryland Collision Damage Waiver form included in the Agreement and we will assume, based on your proceeding with the rental, that you understand the disclosures included in that notice.

**NOTICE:** Additional Liability Insurance or Supplemental Liability Insurance could duplicate coverage required to be provided under § 18-102(a)(2) of the Maryland Transportation Article.

#### **MASSACHUSETTS:**

This contract offers, for an additional charge, a Collision Damage Waiver to cover your financial responsibility for damage to the rental vehicle. Your personal automobile insurance may already cover you for damage to a rental car. The purchase of a Collision Damage Waiver is optional and may be declined. For Massachusetts drivers: If you have an automobile policy on your personal vehicle with coverage for collision, your policy will cover collision damage to a rental vehicle, less the deductible on your policy. Drivers who hold policies in other states should check with their insurance agents to determine whether their policies extend to rental vehicles.

#### **MICHIGAN:**

Under Michigan law, Budget is liable for an injury caused by the negligent operation of the rented car only up to the maximum amounts of \$50,000 because of bodily injury to or death of one (1) person in any one (1) accident and \$100,000 because of bodily injury or death of two (2) or more persons in any one accident, and only if the car was being operated by the renter or other authorized driver or by the renter's spouse, domestic partner, father, mother, brother, sister, son, daughter or other immediate family member. The renter may be liable to Budget up to those amounts, and to injured persons for amounts awarded in excess of those amounts.

#### **MINNESOTA:**

Under Minnesota law, a personal automobile insurance policy must: (1) cover the rental of this motor vehicle against damage to the vehicle and against loss of use of the vehicle; and (2) extend the policy's basic economic loss benefits, residual liability insurance, and uninsured and underinsured motorist coverages to the operation or use of a rented motor vehicle. Therefore, purchase of any collision damage waiver or similar insurance affected in this rental contract is not necessary. In addition, purchase of any additional liability insurance is not necessary if your policy was issued in Minnesota unless you wish to have coverage for liability that exceeds the amount specified in your personal automobile insurance policy.

#### **MISSOURI:**

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

**NEW YORK:**

**Loss Damage Waiver.** This contract offers, for an additional charge, optional vehicle protection to cover your financial responsibility for damage or loss to the rental vehicle. The purchase of optional vehicle protection is optional and may be declined. You are advised to carefully consider whether to purchase this protection if you have rental vehicle collision coverage provided by your credit card or automobile insurance policy. Before deciding whether to purchase optional vehicle protection, you may wish to determine whether your credit card or your vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under such coverage. Failure to completely and accurately fill out and return an incident report within ten days of receipt of this notice may make the authorized driver liable for damages sustained to the rental vehicle. Except where the damaged vehicle is determined to be a total loss and subject to salvage, the authorized driver or his or her insurer has seventy-two hours from the return of the vehicle to notify the rental vehicle company that he or she wishes to inspect the damaged vehicle. The inspection must be completed within seven business days of the return date of the vehicle. If the authorized driver or his or her insurer does not request this inspection within the seventy-two hour period, the authorized driver or his or her insurer will be deemed to have waived this right. If the rental vehicle company determines the damaged vehicle to be a total loss and subject to salvage, such seventy-two hour period for notification or waiver of the wish to inspect the damaged vehicle shall not apply, and such right to inspect the damaged vehicle shall expire ten business days from the authorized driver's receipt of this notice from the rental vehicle company at the return of the vehicle or receipt of the first mailing of this notice in the event of return of the vehicle by automation or after hours. Upon request of the authorized driver or his or her insurer, we will provide a copy of our estimate of the costs of repairing the damaged motor vehicle.

**Who May Drive the Car.** New York State Law prohibits the following practices by rental vehicle companies based upon race, color, ethnic origin, religion, disability, sex, marital status, or age: (1) refusal to rent; (2) the imposition of any additional charge (except in certain instances where the renter is under the age of 25). In addition, it is unlawful for any rental vehicle company to refuse to rent a vehicle to any person solely on the requirement of ownership of a credit card.

**OREGON:**

Our contracts offer, for an additional charge, a collision damage waiver to cover your responsibility for damage to the vehicle. Before deciding whether or not to purchase the collision damage waiver, you may wish to determine whether your own vehicle insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under your own insurance coverage. The purchase of this collision damage waiver is not mandatory and may be waived.

**PENNSYLVANIA:**

REJECTION OF UNINSURED MOTORIST PROTECTION: You are rejecting uninsured motorist coverage under this rental or lease agreement, and any policy of insurance or self-insurance

issued under this agreement, for yourself and all other passengers of this car. Uninsured coverage protects you and other passengers in the car for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages.

**RHODE ISLAND:**

**Notice: This contract offers, for an additional charge, a collision damage waiver to cover your responsibility for damage to the vehicle. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own automobile insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under your own insurance coverage. The purchase of collision damage waiver is not mandatory under this contract. Read the collision damage waiver disclosure provision contained in this rental agreement before signing this agreement.**

**Notice About Liability for Damage to the Rental Car**

**The State of Rhode Island requires us to provide the following information about your liability for damage to the rental car and the purchase of a damage waiver.**

**Insurance or Credit Card Coverage**

**Liability for any damage to the rental vehicle may be covered by your personal insurance policy or credit agreement. Check your insurance policy or credit card agreement about coverage.**

**Damage Waiver Coverage**

**A damage waiver is not insurance coverage. You do not have to purchase the Collision Damage Waiver. You can decline it.**

**If you purchase a damage waiver, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy the damage waiver, you and any authorized driver will remain liable for damage if any of the following apply:**

- (1) Damage or loss caused intentionally, willfully or wantonly by an authorized driver;**
- (2) Damage or loss occurring while an authorized driver operates the rental vehicle while legally intoxicated or under the influence of any illegal drug or chemical as defined or determined under the law of the state in which the damage occurred;**
- (3) Damage or loss caused while an authorized driver is engaging in any speed contest;**
- (4) Damage or loss caused while an authorized driver is using the vehicle to push or tow anything or using the vehicle to carry persons or property for hire, unless expressly authorized in the rental agreement;**
- (5) Damage or loss incurred while an authorized driver is driving outside the United States or Canada, or, if state restrictions are imposed by the rental agreement if such damage or loss is incurred outside of those states where operation of the vehicle is expressly authorized in the rental agreement;**



**(6) Damage or loss incurred while the vehicle is driven, with the renter's permission or accession, by anyone other than an authorized driver;**

**(7) Damage or loss incurred after the private passenger automobile was rented or an authorized driver was approved as a result of fraudulent information provided to the rental company;**

**(8) Damage or loss incurred as a result of commission of a felony by an authorized driver; and**

**(9) Damage or loss incurred if the vehicle is stolen and the renter or authorized driver fails to return the original ignition key, fails to file a police report within seventy-two (72) hours of discovering the theft, or fails to cooperate with the rental agency, police or other authorities in all matters connected with the investigation.**

**TEXAS:**

Loss Damage Waiver. Your rental agreement offers, for an additional charge, an optional waiver to cover all or a part of your responsibility for damage to or loss of the vehicle. Before deciding whether to purchase the waiver, you may wish to determine whether your own automobile insurance or credit card agreement provides you coverage for rental vehicle damage or loss and determine the amount of the deductible under your own insurance coverage. The purchase of the waiver is not mandatory. The waiver is not insurance.

Liability Protection. With respect to rentals commencing in Texas, the Rental Agreement does not afford you, or any other driver, any insurance or protection against liability. You nevertheless agree to promptly notify us of any accident in which the car is involved and to assist and cooperate with us in the investigation, including any police investigation and handing of such accident or claim of liability against you or us arising out of such accident or otherwise out of your rental. You also agree to promptly advise us of any suit, claim or communication you receive, or which you know another driver of the car receives, that is related to any such accident. You will report any accident or loss involving the car to the police and/or motor vehicle department, as required by local law.

**UTAH:**

Failure to return the car within 72 hours of the date and time specified in the Agreement may result in criminal penalties up to 15 years imprisonment and a fine of up to \$10,000, or both.

**VERMONT:**

NOTICE: THE FAILURE TO RETURN A RENTED OR LEASED MOTOR VEHICLE WITHIN 72 HOURS AFTER THE DATE AND TIME SPECIFIED IN THE WRITTEN AGREEMENT WITHOUT EXTENDING THE DATE AND TIME IS A CRIME UNDER VERMONT LAW (13 V.S.A. §2592) AND MAY RESULT IN A CRIMINAL PENALTY OF UP TO FIVE YEARS IMPRISONMENT OR A \$5,000.00 FINE, OR BOTH.

**VIRGINIA:**

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

**WISCONSIN:**

**WHAT IF YOU FAIL TO PAY A PARKING TICKET?**

**We Will Charge Your Credit Card For Unpaid Parking Tickets You May Incur While The Vehicle Is In Your Possession.**

**NOTICE ABOUT CHARGES AGAINST YOUR CREDIT CARD FOR UNPAID PARKING TICKETS**

**IF YOU FAIL TO PAY any forfeitures, costs, or towing and storage charges for nonmoving traffic violations incurred while you are in possession of the rental or leased vehicle, the rental company may pay those sums and CHARGE TO YOUR CREDIT CARD the amount paid for the forfeitures, costs, or charges plus an administrative fee of not more than \$30.**

**NOTICE:** The liability protection described in Paragraph 4.4 will in no case be less than that required by § 194.41, Wisconsin Statutes.

**NOTICE ABOUT LIABILITY FOR DAMAGE TO THE RENTAL CAR**

The State of Wisconsin requires us to provide the following information about your liability for damage to a rental car and the purchase of a damage waiver.

**LIABILITY FOR DAMAGE TO THE RENTAL CAR**

The Rental Agreement makes you and any Authorized Driver liable for any damage to the rental car caused by an accident, or by intentional, reckless or wanton misconduct, or by theft that you may have intentionally caused. Total liability for any damage is limited to:

- 1) reasonable repair costs, less discounts available to us, or the fair market value of the car, whichever is less, and
- 2) actual and reasonable towing costs, and for storage costs during the period before you notify the rental company of the damage to the vehicle or for 14 days after the damage occurs, whichever period is shorter.

**LIABILITY FOR DAMAGE AFTER THE RENTAL CAR HAS BEEN STOLEN**

If a person who drives the rental car without your authorization causes damage to the car, you may be liable for the damage as though you or an authorized person was driving the car unless you do all of the following:

- 1) Refrain from leaving the ignition key in the car when you are not in the car.
- 2) Always keep the ignition key in your possession.
- 3) Immediately report to the local police if you learn the car has been stolen, or that an unauthorized person is driving the car.
- 4) Cooperate fully with the local police by providing any information you know that may be helpful.

**INSURANCE OR CREDIT CARD COVERAGE**

Liability for any damage may be covered by your personal insurance policy or credit card agreement. Check your insurance policy or credit card agreement about coverage.

**DAMAGE WAIVER COVERAGE**

A damage waiver is **not** insurance coverage. If you purchase a damage waiver for the price per day indicated in your Agreement, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy a damage waiver, you and any authorized driver will remain liable for damage if any of the following apply: - See Prohibited Uses (Paragraph 1.5, including all subparts), and Misrepresentation/Repossession of the Vehicle (Paragraph 1.6).

### **NOTICE OF RIGHT TO INSPECT DAMAGE**

If the car is damaged, we may not collect any amount for the damage unless you, or an authorized driver against whom we claim liability, have been promptly notified of your and your insurers' right to inspect the unrepaired car within two working days after we were notified of the damage. If you request, we must also give you a copy of any estimate we have obtained from a repair shop regarding any damage claim. Within 2 working days after receiving that estimate, you may request a second estimate from a competing repair shop and we must give you a copy of the second estimate.

### **COMPLAINTS**

If you have any complaints about our attempt to hold you liable for damages or would like a copy of the state law that fully sets forth your rights and obligations, contact:

Bureau of Consumer Protection  
P.O. Box 8911, Madison, WI 53708-8911  
Call toll-free 1-800-422-7128

### **ADDITIONAL FLORIDA NOTICE:**

#### **Supplemental Liability Insurance (SLI)**

**What is Supplemental Liability Insurance (SLI)?** Budget has Supplemental Liability Insurance ("SLI") available at all Florida locations. SLI is a special optional service offered by Budget when you rent a car from Budget. It's an "Excess Automobile Liability Insurance Policy" that provides additional liability insurance, within specified limits, above the limits provided in the Rental Agreement. SLI insures you, and authorized operators as defined in the Rental Agreement against claims made by third parties against you, the customer, for bodily injury/death and property damage caused by the use or operation of a Budget rental vehicle as permitted in the Rental Agreement. SLI is a separate insurance policy issued to Avis by Empire Fire and Marine. If you elect to accept SLI for an additional daily charge as shown on the Rental Agreement. **The purchase of SLI is not required to rent a car from Budget.**

**What are the coverage limits provided by SLI?** The SLI coverage limits equal the difference between the SLI maximum \$1,000,000 combined single limit in all states and the liability protection limits provided under the Budget rental agreement. ***Note, in all states we only offer \$1,000,000 combined single limit on 10, 12, and 15 passenger vans.***

**When and where does SLI coverage apply?** You and Authorized Drivers are covered while driving the rental car within the United States and Canada, but only if the car is rented and returned in the United States. Coverage does not apply in Mexico.

**How do I report a claim?** If you are involved in an accident, you must complete an accident report and deliver it to the Budget rental location. To make a claim or give notice of a claim, send written notice to: Budget Rent A Car System, Inc., Attn: Claims P.O. Box 61247 Virginia Beach, VA 23466 and call 866-446-8376.

### **How does SLI affect the application of your automobile or umbrella insurance policy?**

Your personal insurance policy providing coverage on an owned automobile, or other personal policy, may provide additional coverage, and to that extent, SLI may provide a duplication of coverage. Whether, at what point and to what extent your own policies apply can only be determined by checking the terms of the policies themselves as these terms frequently vary. However, the protection afforded by SLI (if SLI is accepted), like the Budget rental agreement limits of protection, is primary to your own policies. This means that before your own policies would apply to pay a claim, the \$1,000,000 protection afforded by the combination SLI and the Budget rental agreement limits would have to be exhausted. **Note, in all states we only offer \$1,000,000 combined single limit on 10, 12, and 15 passenger vans.**

**What exclusions apply to SLI?** The following highlights some of the exclusions that would preclude SLI. It is important that you read the rental agreement and the policy carefully for all exclusions.

- Any Prohibited Use of the Car as described in Paragraph 1.5 (including all subparts) of the Rental Agreement.
- Bodily injury to or Property Damage to any Insured; nor, to the extent permitted by law in the state where the Rental Agreement is signed, to Bodily Injury or Property Damage to any person who is related to any Insured by blood, marriage or adoption and residing in the same household.
- “Uninsured Motorist”/“Underinsured Motorist” coverage is not provided by the policy except in states where mandated by law up to maximum amount of \$100,000 or in such amounts as mandated by law.
- “No Fault” and other supplemental or optional coverages are not provided by the policy.
- Punitive or exemplary damages to the extent permitted by law.

**Are there any special restrictions on the purchase of SLI?** In Florida, SLI may not be purchased if the term of the Rental Agreement is for more than 30 days, coverage may not be provided for more than 30 consecutive days; and if the Rental Agreement is extended beyond 30 days, the coverage may be extended for one time only, for a period not to exceed 30 days. For more information call Budget toll-free at: 1-800-218-7992. Visit Budget online at [budget.com](http://budget.com).

SLI Coverage in the following states, California, Florida, Hawaii, and New York, is underwritten by Empire Fire and Marine Insurance Company, 1299 Zurich Way, Schaumburg, IL 60196, 1-800-987-3373. S LI Coverage in all other states is underwritten by ACE American Insurance Company, a Chubb company. Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit our website at [www.chubb.com](http://www.chubb.com). This communication contains product summaries only. Coverage is subject to the language of the policies as actually issued. Chubb, 202 Hall’s Mill Road, Whitehouse Station, NJ 08889-1600.

Specific terms and conditions may be different where required by state law. Details are available in the Certificate of Insurance (or Policy in certain states) on file with Budget which is available for inspection upon request.

Budget employees, agents, or endorsees are not qualified to evaluate the adequacy of the renter’s existing coverage.