

Statewide Information Sheet

Statewide Contract Number	SWC70765	NIGP Code	Multiple- See Tab
Name of Contract	Automotive Capitol Hill Motor Pool & Instate Car Rental		
Effective Date	April 11, 2007	Expiration Date	June 30, 2013
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Contract Information Sheet

Vendor Name: Enterprise Rent-A-Car

Contract Information			
Statewide Contract Number	SWC70765		
Contract Name	Automotive Capitol Hill Motor Pool & Instate Car Rental		
PeopleSoft Vendor Number	000001503 6	Location Code	013
Vendor Name & Address			
585 Molly Lane Woodstock, Georgia 30189 TIN: 59-1271692			
Contract Administrator			
Name: Linda Stubbs Email: Linda.Stubbs@ehi.com Business Rental Sales Executive 3109 Maple Drive Phone: 770-821-0061 Atlanta, GA 30305 Fax: 866-833-2523			
Contract Details			
1. Orders to be mailed to	See car rental reservations below for website (#6)		
2. Payments to be mailed to	SEE INVOICE		
3. Shipping information	Orders will be shipped within one (1) days after receipt of Purchase Order.		
4. Discounts	Bid Offer does not include a cash discount.		
5. Payment Terms	Net 30 days		
6. Car Rental Reservation Link	Enterprise Reservations- State of Georgia		
7. Bid offer includes	Both State and Local Governments		
8. Acceptable payment method	Vendor will accept Direct Monthly billing, Credit card, money orders and cashier checks.		
9. Special Terms and Conditions	Two (2) pages		

Contract Renewals/Extensions/Changes Information

This contract is mandatory for use by State employees traveling on official State business.

Amendment 1 dated 4/1/2009 has been posted. Amendment 1 exercises the first year renewal option and contains price changes. Please refer to the new pricing in the items listing.

Amendment 2 dated 5/1/2009 includes a non exclusive pilot program for leasing vehicles to assess the short and long term leasing of vehicles.

NOAA # 3 dated 2/19/2010 posted to renew the contract for the fourth renewal for the period 5/1/2010-4/30/2011

NOAA #4 dated 11/3/2010 posted with updated Master Walkaway Lease Agreement and Maintenance Agreement forms.

NOAA # 5 dated 8/30/2011 contract extension 12/31/2012 price increase effective 9/14/2011.

NOAA # 6 dated 2/08/2012 deleted 15 passenger van.



NOTICE OF AWARD/AMENDMENT

Agency/Dept.:	Department of Administrative Services	Date:	1 May 2009
Vendor Name:	Enterprise Rent A Car	Vendor ID:	0000027692
Contract Number:	SWC070765	Original Award Date:	4/1/2009
Contract Title:	<u>Automotive Capitol Hill Motor Pool & Instate Car Rental</u>	NIGP Code:	97514
Buyer's Last Name:	Gilbert	Agency Open/Statewide:	<input type="checkbox"/> Open <input checked="" type="checkbox"/> Statewide

Performance Period

Effective Date:	5/1/2009	Expiration Date:	4/30/2009
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Agency				Vendor			
Address:	200 Piedmont Ave, Ste 1308 W. Tower			Address:	205 Butler Street		
City:	Atlanta	State:	GA	City:	Atlanta	State:	GA
Zip:	30334			Zip:	30334		

Amendment

Amendment:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Amendment Number:	2
This amendment is part of the above referenced contract and is accepted under the terms and conditions thereof, except as herein amended.			

Follow-On Actions

Action:			
<input type="checkbox"/> Canceled <input checked="" type="checkbox"/> Amended <input type="checkbox"/> Renewed <input type="checkbox"/> Extended			
Effective Date:	5/1/2009	Expiration Date:	4/30/2010

Special Notes

Notes:
<i>DOAS and Enterprise have agreed to amend the SWC No. 070765 for short term car rental to include a non-exclusive pilot program for leasing vehicles to assess the viability of short and long term leasing of vehicles. If an agency has a need to lease a vehicle and has received approval from OPB and DOAS Office of Fleet Mgmt, agencies are authorized to execute the attached Master Walk away Lease Agreement with Enterprise.</i>

Approved By

State Purchasing Agent Name:	Phone Number:
Terry Doumkos, Strategic Sourcing Director	
Signature:	Date:
	5/1/2009



NOTICE OF AWARD/AMENDMENT

Agency/Dept.:	Department of Administrative Services	Date:	19 Feb 2010
Vendor Name:	Enterprise Rent A Car	Vendor ID:	0000027692
Contract Number:	SWC070765	Original Award Date:	4/1/2007
Contract Title:	Automotive Capitol Hill Motor Pool & Instate Car Rental	NIGP Code:	97514
Buyer's Last Name:	Gilbert	Agency Open/Statewide:	<input type="checkbox"/> Open <input checked="" type="checkbox"/> Statewide

Performance Period

Effective Date:	5/1/2009	Expiration Date:	4/30/2010
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Agency		Vendor	
Address:	200 Piedmont Ave, Ste 1308 W. Tower	Address:	205 Butler Street
City:	Atlanta State: GA	City:	Atlanta State: GA
Zip:	30334	Zip:	30334

Amendment

Amendment:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Amendment Number:	3
This amendment is part of the above referenced contract and is accepted under the terms and conditions thereof, except as herein amended.			

Follow-On Actions

Action:	
<input type="checkbox"/> Canceled <input type="checkbox"/> Amended <input checked="" type="checkbox"/> Renewed <input type="checkbox"/> Extended	
Effective Date:	5/1/2010
Expiration Date:	4/30/2011

Special Notes

Notes:
DOAS and Enterprise have agreed to renew the SWC No. 070765 for short term car rental

Approved By

State Purchasing Agent Name:	Phone Number:
Billy Gilbert, Contract Manager	404-657-4277
Signature:	Date:
	2/19/2010

NOTICE OF AWARD/AMENDMENT

Agency/Dept.:	Department of Administrative Services	Date:	3 November 2010
Vendor Name:	Enterprise Rent A Car	Vendor ID:	000008747
Contract Number:	SWC070765	Original Award Date:	4/1/2007
Contract Title:	State of Georgia Car Rental eRFP	NIGP Code:	97514
Buyer's Last Name:	Gilbert	Agency Open/Statewide:	<input type="checkbox"/> Open <input checked="" type="checkbox"/> Statewide

Performance Period

Effective Date:	3/1/2010	Expiration Date:	3/1/2011
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Agency				Vendor			
Address:	200 Piedmont Ave, Ste 1308 W. Tower			Address:	205 Butler Street		
City:	Atlanta	State:	GA	City:	Atlanta	State:	GA
Zip:	30334			Zip:	30334		

Amendment

Amendment:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Amendment Number:	4
<p>This amendment is part of the above referenced contract and is accepted under the terms and conditions thereof, except as herein amended: New versions of the MASTER WALKAWAY LEASE AGREEMENT and the MAINTENANCE AGREEMENT are contained in this amendment.</p>			

Follow-On Actions

Action:			
<input type="checkbox"/> Canceled <input checked="" type="checkbox"/> Amended <input type="checkbox"/> Renewed <input type="checkbox"/> Extended			
Effective Date:	11/3/2010	Expiration Date:	4/30/2012

Special Notes

Notes:

Approved By

State Purchasing Agent Name:	Phone Number:
Billy R. Gilbert	404-657-4277
Signature:	Date:
<i>Billy R. Gilbert</i>	10/3/2010

MASTER WALKAWAY LEASE AGREEMENT

This Master Walkaway Lease Agreement is entered into this ?MASTERDATE, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

This Agreement supersedes the Master Walkaway Lease Agreement dated as of _____, _____ by and between Enterprise Leasing Company of Georgia as Lessor and Lessee (the "Original Lease"), which Original Lease has been assigned by Enterprise Leasing Company of Georgia to Enterprise FM Trust with respect to the vehicles identified on Exhibit B hereto (such vehicles, the "Previously Leased Vehicles"). Lessor and Lessee hereby terminate the Original Lease with respect to the Previously Leased Vehicles and hereby agree that this Master Walkaway Lease Agreement shall be a continuation of the Original Lease with respect to such Previously Leased Vehicles and the terms hereof shall apply to Previously Leased Vehicles beginning on the date hereof and all references herein to Vehicles (as defined below) shall also be references to Previously Leased Vehicles; provided that each schedule to the Original Lease as it relates to the Previously Leased Vehicles shall be a "Schedule" under this Master Walkaway Lease Agreement and that remaining Term for each such Previously Leased Vehicle shall be as set forth in such schedule.

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Walkaway Lease Agreement and the various Schedules and addenda to this Master Walkaway Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: This Agreement shall commence [as of the day and year first above written and signed by the Lessee] and shall remain in full force and effect until (A) _____ [Initial]; or (B) the close of the then current fiscal year for the State of Georgia (July 1 – June 30) [Initial] whichever is initiated unless sooner terminated as provided herein. This Agreement may be renewed for additional one-year terms, for a total of _____ additional years at the sole discretion of Lessee.

Further, in accordance with OCGA 50-5-64, the parties acknowledge that the Lessee's obligations under this Agreement are payable solely from appropriations from the General Assembly of the State of Georgia. The parties further agree that notwithstanding any other provision of this Agreement, if the source of payment for any obligation under this Agreement no longer exists or is insufficient with respect to any Vehicle, this Agreement as to that Vehicle shall terminate without further obligation of Lessee as of that moment. The determination of Lessee of the events stated above shall be conclusive; provided, however, if the Lessee declares a nonappropriation event pursuant to this Section, Lessee agrees to not replace the Vehicle subject to the nonappropriation event with another vehicle in the same State of Georgia fiscal year.

Lessee will endeavor to notify the Lessor in writing within ten (10) days of receipt of non-appropriation notice but failure to do so shall not be deemed a waiver.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) The monthly rental rate allows the number of miles per month as set forth in the applicable Schedule. Lessee agrees to pay Lessor at the end of the applicable Term (whether by reason of expiration, early termination or otherwise) an excess mileage charge for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(c) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(d) Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will be grounds for termination by the Lessor.

(e) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, terminate this agreement upon thirty (30) days written notice and exercise any remedies under applicable law.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor, in the same repair, condition and working order

as at the commencement of the applicable Term, reasonable wear and tear resulting from proper use excepted. If a Vehicle is not returned in the required condition, Lessee agrees to pay Lessor, at Lessor's option, the estimated cost to restore such Vehicle to such condition, or the actual cost of restoration, if the Vehicle is restored. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all fines, tickets, or penalties incurred in connection with the operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such fines, tickets, or penalties, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacements parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4 so long as Lessee repairs any damage to such Vehicle caused by such removal. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE FOR TEN BUSINESS (10) DAYS WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle. However, in the event of any manufacturer defects or unfitness of any Scheduled Vehicles, Lessor, in good faith, agrees to work with manufacturers on a resolution.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, incidental or consequential damages caused by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the due date of the next following monthly rent payment with respect to such Totaled Vehicle the total of (i) all rent and other amounts, if any, due at the time of such payment and allocable to the Totaled Vehicle plus (ii) the replacement value, as determined by Lessor in good faith, of the Totaled Vehicle immediately prior to the Casualty Occurrence. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability - State of Georgia agencies are covered by the State Tort Claims Policy, a self insured liability insurance program administered by the Department of Administrative Services pursuant to OCGA 50-21-20 et seq., which provides coverage limits in the amount of \$1,000,000 per person and \$3,000,000 per occurrence with no annual aggregate subject only to the funds available in the Tort Claims Fund.

(ii) Commercial Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

Lessee agrees that any Commercial Physical Damage Insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, any Commercial Physical Damage Insurance must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any

of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. A reduction will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within thirty (30) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. RESPONSIBILITY: Each party shall be responsible for its own negligence or other wrongdoing under this agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for thirty (30) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) the occurrence of a material adverse change in the financial condition or business of Lessee.

Upon the occurrence of any Event of Default, Lessor, with thirty (30) days written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations provided appropriations are available to pay such obligations (this clause however shall not be deemed an earmark of appropriated funds for this agreement or any Schedule under this agreement); if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default; (d) Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee (i) either the Vehicle (in the condition required by Section 4) or the estimated undamaged wholesale value of the Vehicle (as determined by Lessor in good faith) plus (ii) all accrued and unpaid rent for such Vehicle for the period ending on, and all other amounts owed by Lessee with respect to such Vehicle as of, the date all of the amounts owed by Lessee to Lessor under this clause (e) (including the amounts owed under this subclause (i)) are paid in full (the "Payment Date"); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. No assignment shall effect Lessee's right to withhold payment for any non-performance by the Lessor or Lessor's assignees, pledgees or transferees. LESSOR AGREES TO COMMUNICATE TO LESSEE

THAT LEASES MAY BE ASSIGNED TO A TRUST FOR THE SOLE PURPOSE OF INSURING PROPER PAYMENT INSTRUCTIONS.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Neither party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by the other party and then only to the extent therein set forth. A waiver by either party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which would otherwise be available on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective upon receipt, duly addressed, with certified mail, postage prepaid. Each party will promptly notify the other party of any change in their address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon the parties and their heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of the other party and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Georgia.

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Walkaway Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Walkaway Lease Agreement as of the day and year first above written.

LESSEE: AGENCY NAME

By: _____
Title: _____

Address: _____

Date Signed: _____

LESSOR:

ENTERPRISE FM TRUST

BY: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

Address: _____

Date Signed: _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this ?TODAY, by ?ECORP, a ?ESTATE ("EFM"), and ?LESSEE ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master ?LEASETYPE Lease Agreement dated as of the ?MASTERDATE, by and between ?ETRUST, a ?TSTATE, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicles includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

Further, in accordance with OCGA 50-5-64, the parties acknowledge that the Lessee's obligations under this Agreement are payable solely from appropriations from the General Assembly of the State of Georgia. The parties further agree that notwithstanding any other provision of this Agreement, if the source of payment for any obligation under this Agreement no longer exists or is insufficient with respect to any Vehicle, this Agreement as to that Vehicle shall terminate without further obligation of Lessee as of that moment. The determination of Lessee of the events stated above shall be conclusive; provided, however, if the Lessee declares a nonappropriation event pursuant to this Section, Lessee agrees to not replace the Vehicle subject to the nonappropriation event with another vehicle in the same State of Georgia fiscal year.

Lessee will endeavor to notify the Lessor in writing within ten (10) days of receipt of non-appropriation notice but failure to do so shall not be deemed a waiver.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will be grounds for termination by EFM. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

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7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: ?LESSEE

LESSOR: ?ECORP

By: ?LBY
Title: ?LTITLE

By: ?EBY
Title: ?ETITLE

Address: ?LADDR1
 ?LADDR2
 ?LADDR3

Address: ?EADDR1
 ?EADDR2
 ?EADDR3

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____

Date Signed: _____

Item Listing and General Information

Automotive Rental prices consisting of three separate standard rate structures:

- 1) Capitol Hill Motor Pool,
- 2) Other instate car rental locations, and
- 3) Airport rentals.

Additional taxes and surcharges may apply.

Capitol Hill Motor Pool (CHMP) Rates						
NIGP Code 97514	Vehicle Class	(\$)^{1/2} Day (hourly)	(\$)¹ Daily	(\$)⁷ Weekly	(\$)³⁰ Monthly	Loss Damage Waiver (LDW/CDW) / Rental Day
	Compact	22.21	32.41	171.71	701.67	-
	Mid-Size	26.76	38.60	188.60	832.18	-
	Full Size	29.03	41.68	204.01	899.97	-
	Mini Van	39.63	55.63	273.84	1027.32	-
	12 Pass Van	80.79	86.41	427.85	1281.43	-
	SUV	53.52	57.26	282.03	1027.64	-
	Box truck (Optional)		16 footer - 65.00- 24 footer 85.00		34.99- full zero deductible - 21.99- \$1000 deductible	

Additional taxes and surcharges may apply.

In State – Off Airport Rates					
NIGP Code 97514	Vehicle Class	(\$) Daily	(\$) Weekly	(\$) Monthly	Loss Damage Waiver (LDW/CD W) / Rental Day
	Compact	32.41	157.80	702.40	-
	Mid-Size	38.59	188.72	838.42	-
	Full Size	41.68	204.18	906.44	-
	Mini Van	54.55	273.74	997.44	-
	12 Pass Van	83.92	444.08	1251.98	-
	SUV	55.58	273.74	997.44	-
	Box truck (Optional)	16 footer - 65.00- 24 footer 85.00		34.99- full zero deductible - 21.99- \$1000 deductible	

Additional taxes and surcharges may apply.

Airport Rates					
NIGP Code 97514	Vehicle Class	(\$) Daily	(\$) Weekly	(\$) Monthly	Loss Damage Waiver (LDW/CD W) / Rental Day
	Compact	33.43	162.77	732.75	-
	Mid-Size	39.61	193.71	868.77	-
	Full Size	42.70	209.19	936.80	-
	Mini Van	56.09	276.21	1027.85	-
	12 Pass Van	84.94	449.48	1282.15	-
	SUV	58.66	289.08	1027.04	-
	Box truck (Optional)	16 footer - 65.00- 24 footer 85.00		34.99- full zero deductible - 21.99- \$1000 deductible	

Standard rates for rentals returned to the originating rental city include unlimited mileage with the exception of monthly rentals.

INSURANCE:

Loss damage waiver (LDW) is provided at no cost when rented at **the standard rate.**

Limits are as follows:

A. LIABILITY & PROPERTY DAMAGE PER PERSON

State minimum applies.

B. COLLISION

Enterprise agrees to provide Loss Damage Waiver at no charge

Special Terms and Conditions

1. All vehicles shall be the property of the Vendor and shall be in good and serviceable condition. Upon completion of each rental, User Agency shall return each vehicle together with all tires and equipment, in the same condition as when received, ordinary wear and tear excepted.

2. The following restrictions are cumulative and each shall apply to every use, operation or driving of any vehicle. Under no circumstances shall any vehicle be used, operated or driven by any person:

- (a) Who is not an employee of a Department , Institution to the State of Georgia nor not students on State business; or
- (b) For the transportation of persons or property for hire; or
- (c) In any race, speed contest, or for any illegal proposes or
- (d) To propel, push or tow any vehicle or trailer; or
- (e) Where the speedometer of the vehicle has been tampered with or disconnected; or
- (f) While under the influence of intoxicants or narcotics.

3. User Agency shall pay promptly all charges for any vehicle rented hereunder, in accordance with all the schedule of charges set out in Attachment A.

4. Vendor shall not be responsible for loss of or damages to any property left, stored or transported by User Agency or any other persons in or upon any premises of Vendor, any service vehicle of any vehicle rented hereunder, either before or after the return thereof to Vendor, whether or not said loss or damage was caused by or related to the negligence of Vendor, its agents or employees. User Agency assumes all risk of such loss or damage and waive all claims against Vendor by reason thereof.

5. User Agency shall be responsible for and shall pay all fines, penalties, and forfeitures imposed for parking or traffic violations which are incurred while any vehicle is rented to any User Agency.

6. User Agency shall supply all gasoline necessary for the operation of the vehicle and shall have the option to refuel or not refuel vehicle at time of

return. Travelers should make every attempt to return vehicles at the same level of gasoline as when checking out the vehicle

7. Should any vehicle be stolen, substantially damaged, or otherwise become unusable, the Vendor shall, upon notification from any user Agency, furnish the User Agency in lieu thereof a substitute vehicle or like make and body.

8. The Department may, at its discretion and with the written consent of the Vendor, renew this contract under the same terms and conditions for three (3) additional one (1) year terms.

9. In the event of an accident, no state employee shall be asked for any monies at time of accident. All state employees will cooperate with Rental Company by completing accident report and giving any information to the proper authorities.

10. The successful bidder shall be able to provide management information reports for rental activity

DOAS Issuing Officer for the State

Debra White

debra.white@doas.ga.gov

Telephone: 404-463-0232