

**Amendment No. 1**  
**Hertz Master Agreement for Vehicle Rental Services**

This is Amendment No. 1 to Agreement 9409, dated May 21, 2019, as amended from time to time, NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Hertz Corporation ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

**RECITALS**

1. Revised Section 7 NASPO ValuePoint Summary and Detailed Reports
2. Deleted Exhibit D in its entirety and added the new Exhibit D Attached.

The Master Agreement is amended as follows:

1. Section 7 NASPO ValuePoint Summary and Detailed Usage Reports, of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
  - b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) **Provider name** state; (2) **Renting Entity (State)** entity/customer type, e.g. local government, higher education, K12, non-profit; (3) **City Vehicle Rented in** Purchasing Entity name; (4) **State Vehicle Rented in** Purchasing Entity bill-to and ship-to locations; (4) ~~5~~ **Vendor Rental Agreement Number** Purchasing Entity and Contractor Request for Services identifier/number(s); (5) ~~6~~ **Checkout Date** {e.g. sales order, credit, return, upgrade, determined by industry practices}; (6) Request for Services date; (7) **Vehicle Check in Date** Ship Date; (8) **Miles driven**; (9) **Vehicle Type Reserved**; (10) **Vehicle Type Rented**; (11) **Vehicle Type Charged**; (12) **Master Agreement Rental Price**; (13) **Days Charged** (14) **and Total Charged Renting Entity** and line item description. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Exhibit D.
2. Exhibit D is deleted in its entirety and replaced with Exhibit D attached.
3. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
4. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within thirty (30) days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
5. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Master Agreement, Contractor shall maintain, throughout the duration of this Master Agreement, a policy and practice that

comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.

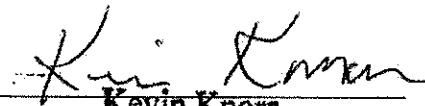
Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Contract.

**Certification:**


Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
  - i. Contractor is exempt from backup withholding;
  - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
  - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
  - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
  - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

**CONTRACTOR**

By:   
          Kevin Knorr  
Title: Director, Government Sales  
Date: 7-8-19  
FEID # 13-1938568

**STATE OF OREGON, acting by and through its  
Department of Administrative Services,  
Procurement Services**

By:   
Title: DAAS CPO  
Date: 7-8-19  
  
Approved pursuant to ORS 291.047  
By: Not needed for this Amendment.  
Assistant Attorney General  
Date: \_\_\_\_\_

## Amendment No. 2 Hertz Master Agreement for Vehicle Rental Services

This is Amendment No. 2 to Agreement 9409, dated May 21, 2019, as amended from time to time, NASPO ValuePoint Master Agreement (“Master Agreement”) is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services (“DAS PS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Hertz Corporation (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

### RECITALS

1. Revised Section 3 Term of the Master Agreement; Non-exclusivity

The Master Agreement is amended as follows:

1. Section 3 Term of the Master Agreement; non-exclusivity, of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
  - a. The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for four (4) additional years at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. **The new expiration date is May 21, 2025.**
2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
3. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor’s employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within thirty (30) days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
4. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Master Agreement, Contractor shall maintain, throughout the duration of this Master Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor’s policy and practice.

Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Contract.


#### Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:


- a. the number set forth in the contract is Contractor correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
  - i. Contractor is exempt from backup withholding;

- ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
- iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
  - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
  - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
  - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

**CONTRACTOR**

By:   
 Title: Director of Government Sales  
 Date: 10/19/2020  
 FEID # 13-1938568

**STATE OF OREGON, acting by and through its  
Department of Administrative Services,  
Procurement Services**

By:   
 Title: Deputy State Chief Procurement Officer  
 Date: 10-19-2020

Approved pursuant to ORS 291.047

By: Not needed for this Amendment.  
 Assistant Attorney General  
 Date: \_\_\_\_\_

## Amendment No. 3 Hertz Master Agreement for Vehicle Rental Services

This is Amendment No. 3 to Agreement 9409, dated May 21, 2019, as amended from time to time, NASPO ValuePoint Master Agreement (“Master Agreement”) is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services (“DAS PS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Hertz Corporation (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

### RECITALS

1. Exhibit B Description of Products and Services, update Section 1.8 Vehicle Demand.
2. Exhibit C Rates, Cargo Vans were added.

The Master Agreement is amended as follows:

1. Exhibit B Description of Products and Services, Section 1.8 Vehicle Demand, of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

~~1.8~~ **Vehicle Demand:** Contractor shall attempt to meet 100% percent of Purchasing Entity or Travelers requests and shall meet 100% of confirmed reservations when ~~24~~ **72** hours’ notice is given. **However, at times, market conditions may exist where rental volume for vehicles exceeds the supply at a given location due to conditions beyond the control of the Contractor. In this case, the Contractor will make commercially reasonable efforts to locate additional fleet inventory to support the needs of the Purchasing Entity or Traveler.** If a reserved vehicle is not available at the time of pickup by the Traveler, Contractor shall substitute a vehicle of similar or greater quality at no additional cost. Contractor shall note on the invoice that a vehicle of same or greater quality was substituted at same or lower price. **Contractor will make commercially reasonable efforts to have service available to accommodate total aggregate volume for Participating States in Master Agreement.** ~~Contractor must have service available to accommodate 95% of estimated total aggregate volume for the Participating States in MA.~~

2. Exhibit C Rates of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

### Exhibit C– Rates

<b><u>Vehicle Type</u></b>	<b><u>Daily Rate</u></b>	<b><u>Weekly Rate</u></b>	<b><u>Monthly Rate</u></b>
<b>Sedans</b>			
Economy/Compact	\$31.00	\$155.00	\$620.00
Intermediate/Standard	\$33.00	\$165.00	\$660.00
Full Size	\$36.00	\$180.00	\$720.00
<b>Passenger Vans</b>			
Mini Van	\$54.00	\$270.00	\$1,080.00
12 Passenger	\$95.00	\$475.00	\$1,900.00
<b>SUV’s</b>			
Mid/Standard SUV	\$54.75	\$273.75	\$1,095.00
Full Size / Premium SUV	\$84.50	\$422.50	\$1,690.00

<b>Pick- Up Truck's</b>			
Small Pick Up Truck	\$57.50	\$287.50	\$1,150.00
Large Pick Up Truck	\$59.00	\$295.00	\$1,180.00
<b>Other Class's Offered</b>			
Premium	\$60.00	\$300.00	\$1,200.00
<b>Cargo Van</b>	<b>\$75.00</b>	<b>\$375.00</b>	<b>\$1,500.00</b>
Jeep/ Crossover	Not Available	Not Available	Not Available
Convertible	Not Available	Not Available	Not Available
Compact Hybrid	Not Available	Not Available	Not Available
Intermediate Hybrid	\$45.00	\$225.00	\$900.00
Full Size Hybrid	Not Available	Not Available	Not Available
15 Passenger Van	Not Available	Not Available	Not Available

3. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
4. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within thirty (30) days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
5. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Master Agreement, Contractor shall maintain, throughout the duration of this Master Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.

Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Contract.

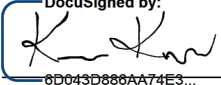
**Certification:**

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
  - i. Contractor is exempt from backup withholding;
  - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
  - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
  - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
  - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

**CONTRACTOR**


By:  DocuSigned by:  
8D043D688AA74E3...

Title: Director of Government Sales

Date: 5/24/2021

FEID # 13-1938568

**STATE OF OREGON, acting by and through its  
Department of Administrative Services,  
Procurement Services**

By:  Digitally signed by Kelly Mix  
Date: 2021.05.24 11:06:49  
-07'00'

Title: Deputy State Chief Procurement Officer

Date: 5/24/2021

Approved pursuant to ORS 291.047

By: Karen J. Johnson  
Sr. Assistant Attorney General

Date: Via email on May 20, 2021

## Amendment No. 4 Hertz Master Agreement for Vehicle Rental Services

This is Amendment No. 4 to Agreement 9409, dated May 21, 2019, as amended from time to time, NASPO ValuePoint Master Agreement (“Master Agreement”) is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services (“DAS PS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Hertz Corporation (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

### RECITALS

1. Modification to Exhibit B Description of Services, Section 4.3 Return of Vehicle

### AGREEMENT

The Master Agreement is amended as follows:

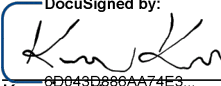
1. Exhibit B Description of Products and Services, Section 4.3 Return of Vehicle, of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

4.3 **Return of the Vehicle:** Traveler shall return the vehicle to the agreed return location as specified on the Standard Rental document. An hourly over time charge at ~~one third~~ **half the** of daily rental rate up to a maximum of the daily rental rate will be charged.


2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

#### HERTZ CORPORATION

By:   
\_\_\_\_\_  
Kevin Knorr  
Title: Director of Government Sales  
Date: 6/9/2021  
FEID # 13-1938568

#### STATE OF OREGON, acting by and through its Department of Administrative Services, Procurement Services

By:   
\_\_\_\_\_  
Digitally signed by Kelly Mix  
Date: 2021.06.11 08:51:31  
-07'00'  
Title: Deputy State Chief Procurement Officer  
Date: 6/11/2021

Approved pursuant to ORS 291.047

By: Karen Johnson  
\_\_\_\_\_  
Sr. Assistant Attorney General  
Date: Via email on 6/9/2021



**Amendment No. 5  
Hertz Master Agreement for Vehicle Rental Services**

This is Amendment No. 5 to Agreement 9409, dated May 21, 2019, as amended from time to time, NASPO ValuePoint Master Agreement (“Master Agreement”) is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services (“DAS PS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Hertz Corporation (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

**RECITALS**

1. Revision to Exhibit C Rates
2. Modification to Section 4.2 Full Fuel Tanks

**AGREEMENT**

The Master Agreement is amended as follows:

1. Exhibit C Rates of the Master Agreement is deleted and replaced with Revised Exhibit C-Rates effective the Amendment Effective Date.
2. Modification of Section 4.2 Full Fuel Tanks of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

4.2 **Full Fuel Tanks**: Traveler shall return a vehicle to the Contractor with a full tank or at the same fuel level at the time of rental pick up, or partially filled if the vehicle is an alternative Fuel Vehicle that uses compressed natural gas. If Participant returns the vehicle to Contractor with less fuel than at the time of pick up, Contractor may invoice Participant for the missing fuel ~~at the average retail cost of fuel for the market at the return location~~ **at the return locations standard Fuel and Service rate charge.**

3. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

**HERTZ CORPORATION**

By: Michael DeRosa  
Title: Sr. Director Government Sales  
Date: 5/10/2022  
FEID # 13-1938568

**STATE OF OREGON, acting by and through its  
Department of Administrative Services,  
Procurement Services**

By: John ANGLEMIER  
John Anglemier  
Title: DAS PS Procurement Manager  
Date: 5/16/2022

Approved pursuant to ORS 291.047

By: Karen Johnson Via Email  
Sr. Assistant Attorney General  
Date: May 10, 2022

## Amendment No. 6 Hertz Master Agreement for Vehicle Rental Services

This is Amendment No. 6 to Agreement 9409, dated May 21, 2019, as amended from time to time, NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Hertz Corporation ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

### RECITALS

1. Revision to Exhibit C Rates

### AGREEMENT

The Master Agreement is amended as follows:

1. Exhibit C Rates of the Master Agreement is deleted and replaced with Revised Exhibit C-Rates effective the Amendment Effective Date.
2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

#### HERTZ CORPORATION

By: DocuSigned by:  
*Michael DeRosa*  
8B7E7A47C333419  
\_\_\_\_\_  
Title: Sr. Director Government Sales  
Date: 7/20/2022  
FEID # 13-1938568

#### STATE OF OREGON, acting by and through its Department of Administrative Services, Procurement Services

By: *John Anglemier*  
John Anglemier  
\_\_\_\_\_  
Title: DAS PS Procurement Manager  
Date: 7/20/2022

Approved pursuant to ORS 291.047

By: Not applicable.  
\_\_\_\_\_  
Sr. Assistant Attorney General  
Date: \_\_\_\_\_

**Amendment No. 7**  
**Hertz Master Agreement for Vehicle Rental Services**

This is Amendment No. 7 to Agreement 9409, dated May 21, 2019, as amended from time to time, NASPO ValuePoint Master Agreement (“Master Agreement”) is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services (“DAS PS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Hertz Corporation (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

**RECITALS**

1. Modification or Exhibit B Description of Product and Services, Section 1.6, Sub-Section 1.6.1
2. Revision to Exhibit C Rates

**AGREEMENT**

The Master Agreement is amended as follows:

1. Modification of Exhibit B Description of Product and Services, Section 1.6, sub-section 1.6.1, language removed is indicated by ~~strike through~~ and new language is indicated with **Bold and underline**;

**1.6.1 Liability for Rental Vehicle:** Contractor shall hold State, Purchasing Entity and Traveler harmless from any physical damage, loss, vandalism, fire, or theft of the rental vehicle provided rental vehicle was not used by the Purchasing Entity or Traveler in any manner listed in Exhibit B Section 4.1. The Contractor shall not charge the State, Purchasing Entity or Traveler any collision/loss damage waiver fee for a vehicle operated in compliance with the terms of the Contract. The loss of use fee is **based on the number of days from the date the vehicle was damaged until the completion of the repairs (industry standard equates 4 hours of repair time to one (1) loss of day use), multiplied by the daily rental rate** in the pricing section of this Master Agreement. Contractor specifically waives any right to submit any claim against the State, Purchasing Entity or Traveler for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses, and other expenses, of a rental vehicle provided under this Contract, provided rental vehicle was not used by the Purchasing Entity or Traveler in any manner listed in Exhibit B Section 4.1. Notwithstanding above, Travelers shall not smoke in Contractor’s vehicles, and Contractor may charge Purchasing Entity for any smoking damages caused by Traveler or Traveler’s passengers in the vehicle while in Traveler’s **possession**.

2. Exhibit C Rates of the Master Agreement is deleted and replaced with Revised Exhibit C-Rates effective December 1, 2022.
3. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

**HERTZ CORPORATION**

By: Michael DeRosa

Title: Sr. Director Government Sales

Date: 10/5/2022

FEID # 13-1938568

**STATE OF OREGON, acting by and through its  
Department of Administrative Services,  
Procurement Services**

By: John ANGLEMIER  
John Anglemier

Title: DAS PS Procurement Manager

Date: 10/5/2022

Approved pursuant to ORS 291.047

By: Karen Johnson via email  
Sr. Assistant Attorney General

Date: October 5, 2022