

**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 ~~striketrough~~):

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
