

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
