

**AMENDMENT # 3 to
PRICE AGREEMENT# 9949**

I. This is Amendment No. 3 to Price Agreement # 9949 (as amended from time to time, the "Price Agreement") dated October 19, 2009 between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Office, hereafter called "DAS SPO" or "State" and The Hertz Corporation ("Contractor"), 225 Brae Blvd., Park Ridge, NJ 07656 hereafter called "Contractor". This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law.

II. The Price Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets with strikethrough)

4.0 PRICING; BILLING OPTIONS, INVOICING AND PAYMENT:

The base rate for vehicle rental, differential fees and prices for other the Services are listed in Exhibit E. Billing options, and invoicing and payment terms and conditions are set forth in Exhibit B. The Exhibit E prices are exclusive of fuel for re-fueling, optional Services or features purchased by Traveler, local and state sales and federal excise taxes, airport concession fees, city surcharges or city differential fees applicable in certain cities, and do not include refueling charges, legislative or mandated taxes and fees, bond issues imposed by government bodies and similar charges controlled by third party(ies). The Exhibit E ~~price~~ base rates for vehicle rental and differentials include ~~includes~~ the .05% WSCA Administration fee. The Participating State rebate or VCAF fee, as described in this Price Agreement shall be added to the Exhibit E base rates for vehicle rental and differentials ~~price~~ as defined in Participating State Participating Addendum. Exhibit E-1 contains the prices for Services for Oregon Participants; the base rates for vehicle rental and differentials include ~~including~~ the VCAF fee. Where the Participant is not exempt from taxes on sales within Participant's state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor agrees to look only to the purchasing Participant for payment of account charges.

Exhibit A, Scope of Services

4.2 VOLUME SALES REPORTS.

4.2.1 Reports to Lead State. Contractor shall provide to the WSCA Contract Administrator at Lead State quarterly reports of all sales at base rates for vehicle rental and differentials ~~Services sold under~~ the Price Agreement and Participating Addenda nationwide ("Volume Sales Report"). Contractor is not obligated to report or pay VCAF for sales of fuel or other Goods and Services. Contractor shall subtotal the Volume Sales Report by Participating State and shall include for each Participating State:

Participating State Name
Locations of rentals
Dollar volume of Services by locations subtotaled by month
Total dollar volume of Services.

4.2.2 Reports to Oregon. For vehicle rentals to the State, State Agencies, and other Oregon Participants, Contractor shall provide to the DAS SPO Contract Contact Person quarterly reports of all Services sold at base rates for vehicle rental and differentials under the Price Agreement. ("Total Dollar Amount for Quarter") Contractor shall report for each transaction:

Contractor transaction #
Location of rental

Vehicle size classification
Date of rental
Length of rental
Miles driven on vehicle
Unit price (rental rate) and extended total

Contractor shall compute the Total Dollar Amount for Quarter. Contractor is not obligated to report or pay VCAF for sales of fuel or other Goods and Services.

4.2.3 Reports to Participating States. For vehicle rentals to the Participating State other than Oregon and to other Participants in that Participating State, Contractor shall provide to the Contract Administrator named in the Participating Addendum quarterly reports of all Services sold at base rates for vehicle rental and differentials under the Price Agreement and Participating Addendum. ("Total Dollar Amount for Quarter") Contractor shall report for each transaction:

Contractor transaction #
Location of rental
Vehicle size classification
Date of rental
Length of rental
Miles driven on vehicle
Unit price and extended total

Contractor shall compute the Total Dollar Amount for Quarter. Contractor is not obligated to report or pay VCAF for sales of fuel or other Goods and Services.

4.2.4 Reportable Sales or Not. Contractor shall submit a Volume Sales Report each quarter to the WSCA Contract Administrator and the DAS SPO Contract Contact Person, whether or not there are reportable sales of Services. Participating State may specify in its Participating Addendum whether or not it requires a report in a quarter with no reportable sales. The report must contain complete and accurate details of the Services sold Reportable Sales for the quarter just ended and (ii) such other information as Participating State may informally request. "Reportable Sales" means the dollar value of Services delivered at base rate plus daily surcharges charged pursuant to Section 1.16.3. For purposes of the Volume Sales Report and administrative fees based on the Services sold, Contractor shall report the dollar volume of all Goods and Services for which Contractor charges Participant including optional purchases by Traveler but excluding fuel. Contractor is not obligated to report or pay administrative fees to WSCA or any Participating State on taxes, assessments, fees, surcharges, or other charges itemized on the invoice which Contractor is required by a third party to collect.

4.6.2 Oregon Administrative Fee.

4.6.2.1 After the end of each quarter during the term of this Price Agreement, Contractor shall pay to State of Oregon, Department of Administrative Services (DAS) State Procurement Office (SPO), a Vendor Collected Administrative Fee (VCAF), in an amount equal to One Percent (1%) of Contractor's total Reportable Sales made to Oregon Participants (State, State Agencies, ORCPP, other Oregon Participants) using this Price Agreement during the preceding quarter. DAS SPO will invoice Contractor for the VCAF based on the Volume Sales Report generated by the Contractor. Contractor is responsible for timely reporting and payment, regardless of entity that actually reports or makes VCAF payment to DAS SPO. This fee is in addition to the WSCA Administrative Fee.

Exhibit F

Throughout Exhibit F, Reportable Sales is substituted for "sales."

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

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) 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; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor data is true and accurate.

CONTRACTOR: The Hertz Corporation

By:

Name: Pamela C. Ufford

Title: VP, Sales Strategy + Operations

11/16/10

Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PROCUREMENT OFFICE:

Approved By:

Name: Melissa Carfield

Title: Ops Mgr.

11/18/10

Date

APPROVED AS TO LEGAL SUFFICIENCY

Approved by Sharman Meiners by email, dated 9/29/2010