



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Oregon Master Price Agreement Number: 9949**  
**Hertz Corporation**

**State of IDAHO**  
**State Contract Number: PADD1074**

This Participating Addendum adds the State of IDAHO (hereinafter "Participating State") as a Participating entity to purchase from the WSCA Price Agreement, Number 9949, with Hertz Corporation (hereinafter "Contractor").

1. Scope: This addendum covers nationwide rental of passenger cars, light duty trucks, sport utility vehicles, passenger and cargo vans and other vehicles and related services for State Agencies and political subdivisions.

All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, section 67-2327) are hereby authorized to purchase products and services under the terms and conditions of the Oregon price agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties, school districts, highway districts, port authorities, instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho, and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e. issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. Changes: Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are Hertz Corporation (Contractor) and the State of Idaho by and through this statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the titled "scope" of this Participating Addendum (Procuring Agencies)

Idaho Administration Reporting and Fees:

The Contractor agrees to provide quarterly price agreement utilization report to the Idaho administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Date</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Oregon Master Price Agreement Number: 9949**  
**Hertz Corporation**

**State of IDAHO**  
**State Contract Number: PADD1074**

The Contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements, for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.25% of the gross Idaho sales (less returns and credits) for the quarterly period. The State understands and agrees that Contractor will raise the Oregon Price Agreement prices by this amount. This report will be provided thirty (30) calendar days from the close of the calendar quarter.

Applicable Law:

Notwithstanding (Order of Precedence) the Oregon Price Agreement no. PA9949, WSCA Terms and Conditions is supplemented with the following which shall apply to this PA

The State of Idaho's PA and all purchase orders issued there under by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entail delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

3. Primary Contact: The primary state government contact for this participating addendum is as follows:

Contact:	Anthony Opalka
State/Political Entity:	Division of Purchasing
Address:	650 W State St Rm B-15 Boise Idaho 83720
Phone:	208-332-1603
Fax:	208-327-7320
Email:	<a href="mailto:anthony.opalka@adm.idaho.gov">anthony.opalka@adm.idaho.gov</a>

Contractor's Primary Contact for Participating State:

Contact: Kirk Russell  
Entity: The Hertz Corporation  
Address: 656 South State  
City, State, Zip: Orem, Utah 84058  
Phone: 801-221-1540  
Fax: 888-222-8553



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Oregon Master Price Agreement Number: 9949**  
**Hertz Corporation**

**State of IDAHO**  
**State Contract Number: PADD1074**

Email: [krussell@hertz.com](mailto:krussell@hertz.com)

The primary contact for lead state:

Contact: Tim A. Hay  
State/Political Entity: Oregon Department of Administrative Services, State Procurement Office  
Address: 1225 Ferry St SE U140  
City, State, Zip: Salem, OR 97301-4285  
Phone: 503-378-4650  
Fax: 503-373-1626  
Email: [tim.hay@state.or.us](mailto:tim.hay@state.or.us)

The primary contact for the Contractor:

Contact: Will Cosby  
Entity: The Hertz Corporation  
Address: 6151 W. Century Blvd, Suite 600  
City, State, Zip: Los Angeles, CA 90045  
Phone: 310-568-6490  
Fax: 888-333-1292  
Email: [wcosby@hertz.com](mailto:wcosby@hertz.com)

4. **Contract Number:** The contract number for the Participating State is **PADD1074**.

This participating addendum and the WSCA Master Price Agreement, Number **PA9949**, (administered by the State of Oregon) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

5. **Purchase Orders:**

All purchase orders issued by Authorized Purchasers within Idaho should include a reference to the Price Agreement No. **PA9949** and the State Participating Addendum No. **PADD1074** for order tracking purposes. All



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Oregon Master Price Agreement Number: 9949**  
**Hertz Corporation**

**State of IDAHO**  
**State Contract Number: PADD1074**

Authorized Purchasers issuing valid purchase orders will be bound by the terms and conditions of this Participating Addendum and the Price Agreement. In cases where a Participating State modifies the terms and conditions of the Price Agreement, by execution of a Participating Addendum, the modifications in the Addendum will supersede only those terms and conditions as set forth in the Addendum and only for that particular State. All Authorized Purchasers issuing valid purchase orders will be obligated to pay Contractor for goods and services when the terms of the purchase order have been completed and payment has been approved by the Authorized Purchaser

This Addendum and the Price Agreement together with their exhibits set forth the entire agreement between the parties with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify, add or incorporate terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement together with their exhibits, through a purchase order or other document are null and void and hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of: Idaho

Signature: *Mark Little*

Name: MARK Little

Title: Purchasing Manager

Date: 9/22/10

Contractor: Hertz Corporation

Signature: *Pamela C. Wright*

Name: Pamela C. Wright

Title: Vice President, Sales Strategy & Operations

Date: 9.02.10