

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

State of West Virginia

State Contract Number: PBKCR10A

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

1. Scope: This addendum covers Nationwide Vehicle Rental Services within the scope of the WCSA Master Agreement for State Agencies and Political Subdivisions. A political subdivision/local government is defined as local public bodies, cities, counties, and public schools and institutions of higher education are authorized to utilize this contract under the terms and conditions of this agreement.
2. Changes: Changes as noted in WV-96, attached hereto.

Price Agreement Number: All purchase orders, invoices, issued to or from the State of West Virginia, State Agencies, and/or political subdivisions/local government, shall include the State of West Virginia contract number PBKCR10A, in place of WCSA contract # 9949.

Tax Exemption: The State of West Virginia is exempt from Federal Excise Taxes

Reporting: Contractor will be required to process a quarterly usage report electronically to the Purchasing Division. Quarterly reports are required even if no activity has occurred. The quarterly report shall include, but is not limited to, the following :

Car Class – ECAR, CCAR, ICAR, SCAR, SFAR, SPAR, FCAR, FVAR, FFAR, PCAR, PVAR, PPAR, LCAR, MVAR, and XVAR.

Rental Days per Car Class

Total Miles Driven per Car Class

Average Spent per Rental Day per Car Class

Average Miles Driven Per Rental Day per Car Class

Total Dollars Spent per Car Class



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Purchasing Card: The State of West Virginia currently utilizes a Visa purchasing card program which is issued through a local bank. The Contractor must accept the State of West Virginia Visa Purchasing Card(WV P-card) for payment of all orders placed by a State Agency.

Contractor must accept United Bank Master Card 'ghost' account as payment, WV P-card. Each Agency/Department has a ghost account assigned for travel. The 'ghost' account is just a charging number, as there is no plastic card. When using this account the rental is tax exempt within the State of WV and CDW insurance is included.

West Virginia State Agency Individuals not having access to the WV P-card or a 'ghost' account, the Contractor must accept the individuals personal credit card and extend the rates under this contract PBKCR10A (9949).

3. Primary Contacts:

a. 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

b. 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



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c. The primary contact for the Participating State:

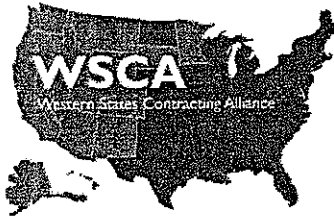
Contact: Jo Ann Adkins
State/Political Entity: West Virginia/DOA Purchasing Division
Address: 2019 Washington Street, East
City, State, Zip: Charleston, WV 25305
Phone: 304.558.2306
Fax: 304.558.4115
Email: jo.a.adkins@wv.gov

d. Contractor's Primary Contact for Participating State:

Contact: Jeanette Bruckner
Entity: The Hertz Corporation
Address: One Greentree Centre, Suite 312
City, State, Zip: Marlton, NJ 08052
Phone: (856) 985-7510 ext. 45
Fax: (866) 879-7793
Email: jbruckner@hertz.com

4. Contract Number: The contract number for the Participating State is PBKCR10A.

This participating addendum and the WSCA Master Price Agreement, (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 thereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum or the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract 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.



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

State of: West Virginia

Signature: *David Fincher*

Name: DAVID FINCHER

Title: Director Purchasing

Date: 5/3/10

Contractor: Hertz Corporation

Signature: *Pamela C. Wright*

Name: PAMELA C. WRIGHT
VICE PRESIDENT

Title: SALES STRATEGY & OPERATIONS

Date: 4/09/10

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: WV DIVISION OF PURCHASING

Signed: [Signature]

Title: STATE ATTORNEY

Date: 4-26-2010

VENDOR

Company Name: HERTZ CORPORATION

Signed: [Signature]

Title: PAMELA C. WRIGHT
VICE PRESIDENT

Date: SALES STRATEGY & OPERATIONS

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: The Hertz Corporation

Authorized Signature: [Signature] Date: 4-09-10

State of New Jersey

County of Bergen, to-wit:

Taken, subscribed, and sworn to before me this 9th day of April, 2010.

My Commission expires CAROLYN FRY
NOTARY PUBLIC OF NEW JERSEY, 20
My Commission Expires 12/6/2014

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]