



Preferred Rate Agreement

Company: City of Coral Springs ("Customer") Company: Enterprise Leasing Company of Florida, LLC ("Enterprise")
 Contact: Roxanne Sookdeo Contact: Tatiana Heredia
 Address: 9551 West Sample Road, Coral Springs, FL 33065 Address: 5105 Johnson Road, Coconut Creek, FL 33073

Contract No: Coral Springs 07-C-169
 Period Covered: 9/1/12 - 8/31/13

BASE RENTAL CHARGES

VEHICLE CLASS (See <u>Exhibit A</u> for makes and models)	RATES
Car Class I	\$31.25/day \$156.25/week \$625.00/month
Car Class II	\$33.75/day \$168.75/week \$675.00/month
Car Class III	\$35.25/day \$176.25/week \$705.00/month
Car Class IV	\$43.75/day \$218.75/week \$875.00/month

EXCLUSIONS: Base Rental Charges do not include any optional products or services such as collision damage waiver ("CDW"), supplemental liability protection ("SLP"), personal accident insurance and personal effects coverage ("Driver Protection Products").

DRIVER PROTECTION PRODUCTS: Base Rental Charges do not include the Driver Protection Product(s) below. The City of Coral Springs is self insured.

MILEAGE CHARGES: No vehicle will be driven over 3,000 miles. Any vehicle approaching said mileage limitation will be returned and a replacement will be issued by Enterprise. If the combined mileage for the original vehicle and any/all replacement vehicles exceed three thousand (3,000) miles within a thirty (30) day rental cycle, the City will pay a \$.17 per mile charge for each mile over three thousand (3,000) miles.

ADDITIONAL TERMS AND CONDITIONS

- Term. The term of this Preferred Rate Agreement ("Agreement") begins September 1, 2012, and ends on August 31, 2013. There are no additional extension periods for this Agreement. Either party may terminate this Agreement at any time by providing the other party with thirty (30) days prior written notice.
- Rental Program. Enterprise agrees to make its vehicles available to Employees for rental from Enterprise's rental facilities for business use.
- Rental Contracts. For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise upon demand for all rental and other charges incurred and all indemnity and other payments owed by an Employee under a Rental Contract relating to a rental for business use not timely paid by the Employee.
- Rental Rates. Enterprise agrees to charge the Base Rental Charges quoted on the cover page of this Agreement. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof.
- Preferred Provider Status. Customer agrees to promote Enterprise as a preferred provider of rental cars, and to recommend Enterprise as an option to Employees renting vehicles for business use.
- Miscellaneous. Except as otherwise required by law, Customer and Enterprise agree to maintain the confidentiality of the terms of this Agreement. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.

7. Third-Party Beneficiary. The parties intend for each subsidiary of Enterprise Rent-A-Car Company, a Missouri corporation, to be accorded the status of third-party beneficiary under this Agreement, and for all rights hereunder to inure to the benefit of each such subsidiary.
8. Maintenance. City of Coral Springs will maintain the vehicles, both as to mechanical repairs and routine maintenance. This maintenance includes but is not limited to oil changes and tire rotations (both to be completed simultaneously every 4,000 miles), fluid replacement and tire replacement. This does not include body repairs or any repairs as a result of an accident. The City of Coral Springs must provide appropriate documentation of consistent maintenance on the vehicles. When a Vehicle is out of operation for service, a replacement or loaner Vehicle will be provided immediately upon return of said vehicle. In the event of an accident, a loaner or replacement vehicle will be provided at no additional charge while the damaged vehicle is repaired.
9. Vehicle Usage. It is understood and agreed that vehicles rented under this Agreement are intended for undercover investigation and surveillance by the Customer. The vehicles rented under this Agreement are not intended for use in traffic control and enforcement, nor are they intended for use in chase and apprehension or transportation of suspects under arrest.
10. Modification of Vehicle. Enterprise specifically agrees that the Customer may, at its own expense, apply tinting to the windows of any vehicle. Any tinting applied must meet the requirements of the Florida Statutes for window tinting under sections 316.2951 through 316.2956. The Customer will maintain the tinting as to not detract from the value of the vehicle. The Customer may, at its own expense, install any electronic equipment it may deem necessary, provided that said installation causes no permanent damage to the vehicle (e.g. holes in sheet metal or dash area of vehicle).
11. Billing and Payments. The Customer will issue a purchase order to cover vehicles under this Agreement. Enterprise will invoice the Customer on a monthly basis and expect payment within Thirty (30) days, following receipt of said invoice by the Customer.
12. Signature on File. The parties acknowledge and agree that for vehicles renewed after thirty (30) calendar days a new rental contract is required for billing purposes. Enterprise shall contact the renter of the vehicle to get a mileage update and the notation "Signature on File" will substitute for the signature or initials of the Employee intended as renter for each applicable part of the Rental Agreement.
13. Insurance and Liability. City of Coral Springs Contractor shall maintain business automobile liability insurance with limits of at least \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned.) Enterprise shall be included as an additional insured under the auto policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs, bonds or cash deposits afforded to Enterprise. City of Coral Springs agrees to pay all claims, losses and associated expenses (including reasonable attorney fees) attributed to its and its employees and agents acts or omissions and shall defend ENTERPRISE against all such claims and losses. City of Coral Springs shall be responsible for any and all physical damage to a vehicle under this Agreement when City of Coral Springs is found at fault or due to phantom vehicle loss. In the event that City of Coral Springs is not at fault, ENTERPRISE will exercise due diligence in its effort to subrogate the physical damages against the third party. Within 45 calendar days from the accident, Enterprise will provide City of Coral Springs's risk management with a detailed report substantiating its diligence in pursuing the subrogation action. If after ninety (90) calendar days ENTERPRISE is unsuccessful in such efforts to subrogate the physical damages claim and does not foresee the likely subrogation of such damages within a reasonable time thereafter, ENTERPRISE may invoice City of Coral Springs and City of Coral Springs shall pay ENTERPRISE for the cost of repairing the physical damage and assign rights of subrogation to the City of Coral Springs.

[Signature page follows]

ENTERPRISE

By [Signature]

Name: Gary L. Behm

Title: Vice President of Rental

Date: 5/8/12

CUSTOMER

By [Signature]

Name: Roy Gold

Title: Mayor

Date: 6/5/12

Approved as to Form.

[Signature]
Assistant City Attorney

Here is an overview of the vehicles available through Enterprise Rent-a-Car. With Enterprise having the largest and most diversified fleet in the industry, our inventory is always rotating. Therefore, specific vehicles may or may not always be available on a given date. Conversely new models are always being added. * Vehicles are subject to change bases on available purchase by Enterprise Rent-A-Car and by a model being discontinued or updated

Car Class I \$31.25/day \$156.25/week \$625.00/month

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Ford	Fusion	Dodge	Caliber
Chrysler	Sebring	Mazda	5
Dodge	Avenger	Kia	Forte
Chevy	HHR		

Car Class II \$33.75/day \$168.75/week \$675.00/month

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Nissan	Altima	Dodge	Nitro
Toyota	Camry	Hyundai	Sonata
Chevy	Malibu	Dodge	Dakota
Chevy	Impala	Jeep	Compass
Jeep	Liberty	Nissan	Rouge
Toyota	Rav 4	GMC	Canyon
Jeep	Patriot	Chevy	Colorado
Dodge	Charger	Kia	Sportage

Car Class III \$35.25/day \$176.25/week \$705.00/month

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Dodge	Journey	Kia	Sorrento
Chevy	Equinox	Chevy	Silverado
Nissan	Pathfinder	GMC	Terrain
Dodge	Grand Caravan	Chevy	Traverse
Nissan	Xterra	Dodge	Ram
Nissan	Murano	Ford	Edge
Ford	F150	Mazda	CX-7
Hyundai	Santa Fe	Ford	Explorer
Jeep	Grand Cherokee		

Car Class IV \$43.75/day \$218.75/week \$875.00/month

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
GMC	Yukon	Chevy	Tahoe
Ford	Expedition	Dodge	Durango
Nissan	Maxima	Ford	Taurus
GMC	Acadia	Buick	Lucerne