

R. 21256

ENTERPRISE HOLDINGS



GLOBAL CORPORATE RATE AGREEMENT

EAN Services, LLC ("EAN") and

Jackson County, Missouri ("Company")

Effective: 06/15/2023 ("Effective Date")

Agreement Details				
Brands	Enterprise Rent-A-Car and National Car Rental (the "Brands")			
Term	This Agreement is effective on the Effective Date and shall remain in effect until terminated by either party by providing thirty days' prior written notice or as otherwise provided for in the General Terms and Conditions (the "Term").			
Rates	The vehicle rental rates extended under this Agreement are set forth on the attached Schedule 1 (the "Rates") and are available for booking by employees and contractors of Company ("Eligible Renters") using the Account Number(s) provided by EAN. Subject to the General Terms and Conditions, the Rates shall be in effect for twelve (12) months from the Effective Date and thereafter may be modified by EAN effective at each anniversary of: (a) the Effective Date; or (b) the date of the last Rate Increase.			
Protection Products and Additional Terms	Schedule 2 sets forth any protection products or other optional products or services included in the Rates and the terms thereof, as well as any additional terms applicable to Company under this Agreement.			
Volume Benchmark	Company intends to spend at least \$320,000.00 annually on Business Rentals with the Brands during the Term ("Volume Benchmark"), and EAN has agreed to Rates and other benefits based on that volume expectation. EAN may renegotiate the Rates and other benefits in the event Company's time and mileage spend during any six (6) month period during the Term does not exceed 40% of the Volume Benchmark.			
EAN Status	Company agrees to recommend the Brands as a preferred option to its personnel and partners.			
Customer Contact	<table border="0"> <tr> <td>Keith Allen keallen@jacksongov.org 415 E 12th St Kansas City, MO 64106</td> <td>EAN Account Manager</td> <td>Drew Wedel, Account Manager Senior drew.wedel@ehl.com 600 Corporate Park Drive St. Louis, MO. 63105</td> </tr> </table>	Keith Allen keallen@jacksongov.org 415 E 12th St Kansas City, MO 64106	EAN Account Manager	Drew Wedel, Account Manager Senior drew.wedel@ehl.com 600 Corporate Park Drive St. Louis, MO. 63105
Keith Allen keallen@jacksongov.org 415 E 12th St Kansas City, MO 64106	EAN Account Manager	Drew Wedel, Account Manager Senior drew.wedel@ehl.com 600 Corporate Park Drive St. Louis, MO. 63105		
Agreement	These Agreement Details together with the attached General Terms and Conditions and the Schedule(s) attached hereto, all of which are incorporated herein by reference, form the entire agreement between EAN and Company. Terms used but not defined herein have the meanings given them in the General Terms and Conditions. EAN enters into this Agreement for itself and as agent for the Renting Entities.			

The undersigned hereby confirms that it is authorized to sign this Agreement on behalf of Company and bind Company to the terms of this Agreement.

EAN
 DocuSigned by:
 Signature: Jody Willfahrt
2A8B7F6535E0466...
 Name: Jody Willfahrt
 Title: Authorized Officer
 Date: 6/1/2023

Company
 Signature: [Handwritten Signature]
 Name: Bob Cloutsiger
 Title: Finance Director
 Date: 5-22-2023

RECEIVED
 June 1, 2023
 Mary Jo Spino
 County Clerk

GENERAL TERMS AND CONDITIONS

Definitions.

Agreement shall mean the Global Corporate Rate Agreement, comprised of the Agreement Details, the Schedules and these General Terms and Conditions. Terms used but not defined in these General Terms and Conditions mean as set forth in the Agreement Details and Schedules.

Additional Authorized Driver shall have the meaning set forth in the applicable Rental Contract and for Business Use rentals shall also include the employer and any fellow employee(s) of the Eligible Renter.

Affiliate means any entity that owns directly or indirectly, is owned by, or is under common control with another entity.

Business Use means rentals which are paid for (including through reimbursement), in whole or in part, by Company or its Affiliates.

Franchisees means EAN's network of independently owned franchisees and licensees operating locations under the Brands.

Location Surcharges means geographic surcharges in addition to the Rate that vary depending on the originating location of rental, as set forth on one or more Schedules and which are determined by and may be changed or modified in the sole discretion of EAN on written notice.

Rental Contract means any agreement between Company or an Eligible Renter and Renting Entity for the rental of a vehicle.

Rates means the rates which differ by rental type, brand and location as set out in the Schedule(s), increased in accordance with this Agreement.

Renting Entity means the provider of the rental, which is the EAN Affiliate or Franchisee operating the facility where the rental originates, as identified in the Rental Contract and available upon request. Each Renting Entity (not EAN) is a principal for purposes of this Agreement.

Rental Program and Rates. Each Renting Entity shall ensure that vehicles are made available to Eligible Renters for rental for Business Use (and leisure use, if applicable and set forth on a particular Schedule) at the Rates provided in the Agreement when the Eligible Renter makes an advance reservation, subject to availability. Rates apply to locations operating under the Brands in the jurisdictions set forth in the applicable Schedule(s). To be eligible for the Rates, eligible rentals must be made through an EAN approved booking channel using the Account Number(s) assigned to Company. Location Surcharges in a Schedule shall apply to all Schedules unless otherwise noted. Except as expressly provided in this Agreement, Rates do not include applicable taxes, fees, surcharges, licensing fees, refueling, drop-off, no-show, delivery, youthful driver, additional driver, pickup charges, one-way charges, or any optional products. Rates may not apply in certain cities during special events, and major holidays, and Rates do not apply in Manhattan, NY Boroughs and certain other NYC Tri-State Area locations from 12:01am Friday to 12:59pm Sunday. Reservations for these rentals may require a financial guarantee and the location's standard, undiscounted daily rates shall apply. DW and liability protection, if included in the Rate, shall not apply for rentals of exotics, high line and premium selection vehicles (each determined by EAN). Vehicles shall not be driven across the U.S.-Canada or U.S.-Mexico borders without Renting Entity's prior written consent. Rental rates may be available for Eligible Renters in car classes and/or jurisdictions not scheduled under the Agreement when Company's Account Number is used, and such rates shall be as quoted at the time of reservation through the EAN designated booking channel(s) and exclude DW and liability protection unless the rate quote specifies otherwise. In general, DW and liability protection are not included in Rates unless and to the extent set forth in the Agreement, the Rate quote or if the Eligible Renter elects to purchase one or both at the origin of the rental (where available).

Entire Agreement; Amendment; Conflicts; Signature. This Agreement (which supersedes any existing business rental agreement) sets forth the entire understanding between the parties with respect to the subject matter hereof and may only be amended in a written document signed by each party. To the extent of a conflict between the terms of the Agreement Details and a Schedule, the terms of the Schedule prevail. To the extent of a conflict between the terms of the Agreement Details or a Schedule and these General Terms and Conditions, the terms of the Agreement Details or Schedule prevail. This Agreement may be executed in any number of counterparts and each counterpart is deemed an original, but all such counterparts together constitute but one and the same agreement. Notices shall be delivered to the addresses set forth in the Agreement Details.

Eligible Renters/Rental Contracts. In order to rent, Eligible Renters must meet the normal renter qualifications of the Renting Entity and shall enter into the applicable Rental Contract of the Renting Entity, which will govern the applicable vehicle rental. If no rental contract is executed but an Eligible Renter or Additional Authorized Driver operates a vehicle, such individual and Company shall be deemed to have entered into the Renting Entity's standard rental contract at the time of the rental. Optional Products are subject to the terms and conditions of the applicable Rental Contract and any applicable insurance policy. Company may be required to confirm the status of any person claiming to be an Eligible Renter or Additional Authorized Driver and whether the rental was Business Use. If, Company does not confirm rental type or status, any Optional Products will be voided for such rental. Company is responsible for controlling access to use of Account Number(s) and booking tools. EAN cannot guarantee the type of rental vehicle, and Renting Entity determines the vehicles within each class. Vehicle classes may be restricted by driver's age. A rental day is any 24-hour period or portion thereof.

Termination. In addition to any other termination rights in this Agreement, (i) EAN and Company may terminate this Agreement in the event of a breach of the Agreement (including nonpayment) by the other, which breach is not cured within thirty days after notice of same, and (ii) EAN may terminate this agreement in the event Company fails to meet the Volume Benchmark and the parties cannot agree on a revised rate structure reflecting same.

Payment and Company Responsibility - Business Use Rentals Unless paid at the time of rental by an Eligible Renter, Company shall pay and reimburse EAN for any and all Rates, Location Surcharges or other amounts owed under a Rental Contract for a Business Use rental (including, without limitation, for amounts arising from traffic violations, tolls, parking fines and fees, excess amounts, vehicle damage and loss not covered by any applicable DW, and reimbursement for third party demands, claims and losses not covered by any applicable liability protection, including attorney's fees, collectively "Unpaid Business Use Charges"). Amounts already paid shall be deducted and Company shall pay and reimburse EAN for all outstanding Unpaid Business Use Charges within thirty days of receipt of invoice. For amounts not paid by Company within thirty days after the date due, Company shall pay a late charge of 1.5% per month on the unpaid amount not to exceed the maximum legal rate. EAN may, from time to time, and upon notice to Company, offset any amounts that are owed to EAN or any Renting Entity by Company against amounts owed by EAN or any Renting Entity to Company.

Insurance. The Schedules may include certain insurance that Company is required to maintain on all Business Use rental vehicles during the Term; provided, however, any such insurance shall only apply to the extent DW and liability protection do not.

Compliance with Laws; Data; Confidentiality. EAN, Company and the Renting Entity shall comply with all laws (including without limitation data protection laws) applicable to their respective businesses; EAN and Renting Entities may use any information provided by Company, its affiliates and Eligible Renters for its own administrative and customer service purposes and for any other purpose set forth in this Agreement, the relevant Rental Contract, the Enterprise Holdings privacy policy and the Emerald Club ((EC) Master Rental Agreement. Company shall maintain the confidentiality of the pricing and the terms of this Agreement. If renter data is transferred to EAN or Affiliates by Company (such as for EC Enrollment), Company shall ensure it is transferred in accordance with applicable laws and EAN is entitled to rely on Company's instructions to send Eligible Renters an EC Welcome Email.

INDIRECT AND CONSEQUENTIAL DAMAGES. EAN, RENTING ENTITY AND COMPANY SHALL NOT BE LIABLE TO ONE ANOTHER FOR ANY LOSS OF REVENUE, PROFITS OR GOODWILL OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES RESULTING FROM A BREACH OF THIS AGREEMENT OR ANY SERVICES PROVIDED THEREUNDER.

Assignment. Company may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of EAN, which shall not be unreasonably withheld or delayed.

Governing law and venue. Except as otherwise set forth in a Schedule, this Agreement and all claims relating to it are governed by the laws of Missouri, without regard to its conflict of laws rules or principles. Rental Contracts are governed by the laws of the jurisdiction in which they are executed, or for EC rentals, the laws of the country in which the rental originates. Except as provided in the Agreement, the parties shall bring any claim or action arising under the Agreement only in the State or Federal Courts located in Missouri. Notwithstanding the foregoing, a Renting Entity or Company can bring any claim or action arising under a Rental Contract in the jurisdiction set forth in the relevant Rental Contract.

**Global Corporate Rate Agreement
Schedule 1
Rates and Rate Terms & Conditions**

This schedule applies to rentals originating and terminating from the same location operating under the Brands in the United States (Including Puerto Rico) and Canada.

(Account Numbers: Business - XZ05365; Kansas City, Missouri Rentals - XZ05344)



When renting with Account Number XZ05365, for rentals in the United States, Puerto Rico, and Canada, the renting location from which the rental originates will apply a ten percent (10%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating National brand locations ("Rate Discount").



When renting with Account Number XZ05365, for rentals in the United States, Puerto Rico, and Canada, the renting location from which the rental originates will apply a five percent (5%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating home city and airport Enterprise brand locations ("Rate Discount").

**Rates for rental transactions at Enterprise brand locations
in Kansas City, Missouri are as follows when renting with Account Number XZ05344:**

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES
ICAR	Intermediate	\$45.00
SCAR	Standard	\$45.00
FCAR	Full Size	\$50.00
PCAR	Premium	\$60.00
MVAR	Minivan	\$60.00
SFAR	Standard SUV	\$60.00
FFAR	Large SUV	\$75.00
PFAR	Premium SUV	\$85.00
SPAR	½ ton Standard Truck	\$65.00
PPAR	½ ton Full Size Truck	\$70.00
SKAR	Cargo Van	\$70.00
RVAR	12 Passenger Van	\$125.00
FVAR	15 Passenger Van	\$125.00

Any location surcharges listed in this Agreement do not apply to the location(s) above.

Rate Terms and Conditions:

Emerald Club Rates: For Emerald Club members using the Emerald Aisle in the United States or Canada, the Rate charged shall be the intermediate car (ICAR) rate. For rentals outside of the Emerald Aisle (including Emerald Club Members renting at non-Emerald Aisle locations), the Rate charged shall be the rate for the vehicle rented.

Weekly and Monthly Rates: When renting with Account Number XZ05344, for rentals by the same Eligible Renter, weekly rates are five (5) times the Daily Rate for the Vehicle Class rented, and the monthly rate will be four (4) times the Weekly Rate for the Vehicle Class rented.

Mileage/Kilometers: When renting with Account Number XZ05365, any mileage/kilometer fees charged by the renting location from which the rental originates will apply.

When renting with Account Number XZ05344, Rates include free miles up to 3,000 miles per rental for all vehicle classes. Any additional miles will incur an additional charge of \$0.20 per mile.

Vehicle Classes: This Agreement shall apply to all rentals hereunder; provided, however, that DW and third party liability, if included in the Rate, shall not apply for vehicle classes not listed herein or for rentals of exotics and high line vehicles, including, without limitation, vehicles available through the Exotic Car Collection by Enterprise and the National Premium Selection, the makes and models of which may be changed from time to time by the applicable Renting Entity in its sole discretion; and provided, further, that any third party liability insurance prescribed by the applicable Canadian province shall apply. For vehicle classes not listed herein, all National brand locations will apply up to a 15% discount off of the then-current rates the Renting Entity charges its business customers, which rate varies from time to time, differs by Renting Entity location, and is provided at the time the reservation is made, and rates for all Enterprise brand locations will be determined by the applicable Renting Entity in its sole determination.

Direct Billing: If EAN and Company have agreed to a direct billing arrangement, Company will ensure the direct billing code provided by EAN is only accessible by Eligible Renters and is not available to or accessible by the general public. In the event EAN identifies irregular or suspicious rental activity, Company shall cooperate with EAN to investigate such activity. If EAN determines in its sole and absolute discretion that such activity is attributable to non-Eligible Renters, then EAN shall have the right (but not any obligation) to take such actions as may be necessary or appropriate to control the activity, including but not limited to suspending this Agreement, and/or cancelling and re-issuing Account Numbers and other direct billing code(s). Except to the extent of fault on the part of EAN, Company shall be responsible for all amounts owed pursuant to, arising out of, or in connection with a rental by any non-Eligible Renter (including, without limitation, amounts arising from traffic violations, tolls, parking fines and fees, vehicle damage and loss, and reimbursement for third party demands, claims and losses, including attorneys' fees) and shall promptly pay EAN all such amounts upon demand.

**Global Corporate Rate Agreement
Schedule 2
Protection Products and Additional Terms**

DRIVER PROTECTION PRODUCTS WHEN RENTING WITH ACCOUNT NUMBER XZ05365:

Damage Waiver (DW): Not included in Rates.

Liability Protection: Not included in Rates.

For rentals originating and terminating in the United States and Puerto Rico, the company shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) and Commercial Automobile Liability Insurance with limits of at least \$1,000,000 combined single limit covering all vehicles rented for Business Use pursuant to this Agreement; provided that such coverage shall only apply to the extent any DW or liability protection is not applicable. Company agrees that each required policy of insurance will be by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies and Franchisees as loss payees under the Physical Damage Insurance and as additional insureds under the liability insurance, as their respective interests may appear.

DRIVER PROTECTION PRODUCTS WHEN RENTING WITH ACCOUNT NUMBER XZ05344:

Damage Waiver (DW): For Enterprise brand rentals to Eligible Renters in Kansas City, Missouri for Business Use only, Rates include DW (may be described as LDW or CDW in the applicable Rental Contract), with a \$1,000 retained responsibility per incident and payable by Company, upon the terms and subject to the limitations set forth in the applicable Rental Contract. Company will advise Eligible Renters that DW applies to their Business Use rentals only. Company will verify that a rental was a Business Use rental in the event of an accident or in the event the vehicle suffers loss or damage. If the Company cannot provide such verification, the applicable Renting Entity is not obligated to provide DW and may void DW.

Liability Protection: For Enterprise brand rentals in Kansas City, Missouri to Eligible Renters for Business Use only, Rates include Liability Protection for accidents arising out of the operation or use of the rental vehicle with a combined single limit of \$1,000,000.00 upon the terms and subject to the limitations set forth in the Rental Contract and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. Liability Protection provides no coverage for physical damage to, or theft of, the rental vehicle. Insurer and policy terms are subject to change without prior notice to Company. Company will advise Eligible Renters that the Liability Protection described herein applies to their Business Use rentals only. Company will verify that a rental was a Business Use rental in the event they are involved in an accident. If Company cannot provide such verification, the applicable Renting Entity is not obligated to provide Liability Protection and may void Liability Protection. For leisure rentals on all rates and discounts, the limits of liability described in the paragraph above do not apply. In these instances, Liability Protection for third party claims, if applicable, will be as specified in the applicable Rental Contract. For rentals in Canada, each applicable Renting Entity has arranged for motor vehicle liability insurance with an authorized insurer, to provide coverage in accordance with the standard automobile insurance policy, to at least the minimum limits for third party liability prescribed by the applicable province, territory, or other jurisdiction. Provincial or other laws determine minimum limits and priority of coverage for motor vehicle liability insurance.

For rentals originating and terminating in Kansas City, Missouri, the company shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) and Commercial Automobile Liability Insurance with limits of at least \$1,000,000 combined single limit covering all vehicles rented for Business Use pursuant to this Agreement; provided that such coverage shall only apply to the extent any DW or liability protection is not applicable. Company agrees that each required policy of insurance will be by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies and Franchisees as loss payees under the Physical Damage Insurance and as additional insureds under the liability insurance, as their respective interests may appear.

Additional Terms:

Bulk Rental Transactions: Requests for multiple or bulk rentals will be considered by EAN on a case-by-case basis and may be subject to cancellations, additional fees and/or surcharges. Your account representative must be contacted in advance of these bookings.

Waive Youthful Driver Surcharge: EAN agrees to waive the youthful driver surcharge for Eligible Renters who are twenty-one (21) to twenty-four (24) years old renting for Business Use pursuant to this Agreement.