



**Yuma County Intergovernmental  
Public Transportation Authority  
YCIPTA**

**May 1, 2026  
4:00 p.m. AT**

**COMMUTE**

with **enterprise**

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Confidential Document

May 2026

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# Statement of Non-Binding Nature

## Statement of Non-Binding Nature, Bidder Party and Rental Providers

This document and subsequent communications are proposals only and should be considered non-binding until a final agreement may be reached. The terms of any final agreement will be subject to further negotiations between the parties and not completed until incorporated into a written agreement executed by both parties. Any verbal or written undertaking prior to a final executed agreement will have no legal effect and any reliance upon the same is disclaimed by recipient. The information and data provided in this bid are reflective of Enterprise Leasing Company of Phoenix, LLC and its Affiliates (“Enterprise Holdings”) to provide an overall picture of our organization as a whole, who we are, and how we operate, including, among other things, our financial strength, employment practices and policies, diversity and environmental stewardship, and sustainability initiatives. However, in the event we are the successful bidder, the agreement will be entered into by Enterprise Leasing Company of Phoenix, LLC. Vehicle rentals under the agreement would be provided by affiliates of Enterprise Leasing Company of Phoenix, LLC (the “Enterprise Leasing Company of Phoenix, LLC Affiliates”).

## Statement of Offer

Unless otherwise stated herein, any final agreement between the parties may be subject to further negotiations and modification, and no agreement shall be considered final until incorporated into a written agreement executed by both parties.

Offer is firm and valid 90 days from May 1, 2026.

## Period of Performance

Contract term is for one year and upon approval for extension thereafter.

## Trademark and Copyright Information

Enterprise Rent-A-Car, National Car Rental, Alamo Rent A Car, Emerald Club, Enterprise Truck Rental, Enterprise Rideshare, Commute with Enterprise, Enterprise CarShare, and all associated features, processes, logos, phone numbers, websites, and promotional programs and/or phrases in any language or format are registered trademarks of their respective companies and Enterprise Holdings, which hold copyrights where applicable.

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# Cover Letter

Dear Shelly Kreger,

RE: YCAT Vanpool Program

On behalf of Enterprise Leasing Company of Phoenix, LLC, d/b/a Commute with Enterprise, I would like to thank you for the opportunity to present our proposal to continue to provide Yuma County Intergovernmental Public Transportation Authority's (YCIPTA) with vanpool services for Yuma County Area Transit (YCAT).

Commute with Enterprise is the best solution for YCAT's vanpool program, as we provide quality, turn-key services and the ability to partner with YCIPTA to substantially improve the program over time. We consistently bring the following expertise to support and grow your vanpool program, including:

- Fleet Maintenance & Management
- Invoicing & Fare Collection
- Marketing & Outreach
- Insurance & Driver Underwriting
- Transit Funding Expertise
- Award Winning Customer Service

We know that many commuters in the YCAT area are searching for a way to save money while traveling to work — without sacrificing comfort or convenience. Commute with Enterprise leverages our local support infrastructure, combined with the size and flexibility of our fleet, to provide exceptional value.

Enterprise's award-winning customer service is available 24 hours a day, seven days a week — and locally at any Enterprise branch. This level of on-the-ground service is simply unmatched in the vanpool industry. Vanpoolers can drive without worry, knowing that maintenance and support is provided locally through our extensive network of Enterprise Rent-A-Car locations.

Commute with Enterprise will provide a turnkey solution for YCAT's vanpool program. For those who are not yet aware that a solution exists, our local sales team has unprecedented access to employers as an established and trusted business partner. Coupled with our proprietary vanpool marketing strategies and our unique ability to advertise in local rental branches, more people will hear about YCAT's vanpool program and will be excited to sign up and keep money in their pocket.

Our expertise and commitment to customer service have helped us become the fastest-growing vanpool provider in the nation. We are particularly excited at the opportunity to partner with YCIPTA to provide a program structure that is cost effective for both the riders and YCAT while providing a high level of service.

As an authorized officer, I, Peter Fleming, attest that all information in the proposal is true and correct at the time of submittal. I am also able to bind Enterprise to the terms and conditions that result from award and negotiation of the offer. I am located at 4100 W Galveston Street, Suite 1, Chandler, AZ 85226, and can be reached by telephone (480-785-4300) or email ([peter.a.fleming@em.com](mailto:peter.a.fleming@em.com)).

Becky Carlson, Group Commute Manager for Commute with Enterprise, will be the primary point of contact regarding YCAT's day-to-day operations. Their office is located at 4100 West Galveston Street Chandler, AZ 85226, and they can be reached by telephone (480-785-4408) or email ([becky.carlson@em.com](mailto:becky.carlson@em.com)). Sarah Garth, Public Sector Account Manager for Commute with Enterprise, will be the primary point of contact regarding our response to this offer. They can be reached by telephone (270-227-8790) or email ([sarah.e.garth@em.com](mailto:sarah.e.garth@em.com)).

Exceptions have been outlined under 7. [Exceptions](#). Please see the [Table of Contents](#) for the page number.

We also note that Enterprise is neither an MBE nor WBE; however, we utilize many suppliers that certify as MBE, WBE, DBE, or similar categories and prioritize these vendors for our vanpool vehicles. We currently engage in thousands of dollars of work annually with DBEs in the state of Arizona and will include our vanpool program in the utilization of these vendors where appropriate. Because there is not an established goal for this contract, we will provide a good faith effort and report any utilization of DBEs to YCIPTA on a consistent basis agreeable by both parties.

Furthermore, we acknowledge that we are in receipt of Addendum 1, dated 4/28/2026 regarding this offer.

Please contact us if you have any questions. We look forward to a mutually beneficial partnership with YCIPTA.

Sincerely,

DocuSigned by:  
*Peter Fleming*  
B38359728BE34B3

Peter Fleming, Vice President/General Manager

Becky Carlson, Group Commute Manager

# 1. Introduction



Commute with Enterprise provides world-class customer service and a premier vanpooling choice for commuters across the country. Enterprise gives vanpoolers an easy and convenient method to get to work, backed by an expansive fleet, extensive location network, and 24/7 customer service — producing the most hassle-free vanpooling environment

possible. We have more than 40 years' experience providing vanpoolers with a positive experience for their daily commute.

## A Turnkey Solution for Any Program

Enterprise's teams are experts at managing vanpool programs of any size — and with more than 1.3 million rental vehicles in North America, vanpool groups can choose from passenger vans, crossovers, minivans, or SUVs and arrive to work in style.

Our local account management team and locally established operations give the program a complete, turnkey solution for exactly what its commuters need. Commute provides:

- Vehicle Choice
- Driver Approvals
- Program Marketing
- Ride-Matching Technology
- National Transit Data Reporting
- Comprehensive Maintenance
- Insurance Coverage
- Dedicated Local Teams
- Invoicing & Fare Collection

## Customer Service

Our award-winning customer service is available to every vanpool, no matter where their daily commute may be. With our extensive network of locations, we have more employees available to assist riders at more times and in more places than any other vanpool provider.

Typically, Enterprise has a location within 15 miles of 90 percent of the U.S. population — an unprecedented level of support for a vanpool program. Each location delivers consistent, quality customer service with quick reaction times — which has led to accolades from transit agencies, companies, and vanpoolers alike.

With a strong presence in Arizona, the local account management team also markets and supports each vanpool program. How we operate is what separates us from other providers. Backed by our dedicated corporate team, Commute's multiple layers of service foster the growth and well-being of our programs.

## Financial Stability

We are committed to managing our business sustainably and for the long term — continuously working to balance the interests of our customers, our employees, and the parts of the world we touch with our business. Enterprise Mobility is a nearly 70-year-old company with the experience and leadership to manage through numerous economic cycles, political turmoil and natural disasters. This has been reinforced by the rating agencies Moody's and DBRS, recently reaffirming our current credit ratings.

Enterprise has the expertise and industry-leading value to provide your travelers the most comprehensive option in the marketplace. We are committed to providing a wide array of options to more YCIPTA travelers in 2026 and beyond.

## Experience in Multiple Markets

Commute with Enterprise currently operates in more than 100 markets with over 10,000 vehicles on the road and is quickly growing. Our dedication to service has helped drive Commute to become one of the fastest-growing providers in the nation.

While we operate nationwide, some of our primary markets include Nebraska, Michigan, Los Angeles, San Diego, San Francisco, Austin, San Antonio, Atlanta and Washington D.C.

With our comprehensive program, impeccable customer service, extensive nationwide experience, and strong financial base, you can be sure that Commute will be able to fully support your vanpooling needs for years to come. We look forward to the opportunity to partner with YCIPTA and build a robust YCAT vanpool program for your commuters.

## 2. Scope of Work

### Vanpool Management Services

Every one of our more than 100 public contracts all started with just one van, regardless of if it started as a directly operated program or if the program was started by Enterprise. When Enterprise assumes existing programs, they are able to grow quicker because of our efficiencies of scale. Below you will find details describing how our program manages some of our most successful programs that are similar to YCAT in one way or another. Also, you will find details on how we will accomplish the individual tasks contained in the scope of work.

### Program Administration Management

At the local level, YCIPTA will have three dedicated employees supporting your account, including experts in sales, operations, and management. Management oversight will come from the Corporate team, the local General Manager/Vice President, and the local Commute branch management team.

Day-to-day operations will be handled by Kieran Noe, Commute Branch Manager. Kieran reports to the Group Commute Manager, Becky Carlson. The local team ultimately reports to the General Manager/Vice President. The Corporate team acts as a consultant to the local group structure for general oversight and expertise in creating or expanding vanpool programs, as well as contract and reporting compliance.

### Account Management

Enterprise's local team in Arizona will manage YCIPTA's account and encourage YCAT's program growth from within the community. The sales and marketing activities we will use include:

- Assessing the needs of the community
- Using our website as a marketing platform
- Increasing worksite usage
- Creation of a customized landing page
- Creating and distributing marketing materials
- Leveraging our current workforce
- Advertising in local rental branches
- Forming vanpools online and with in-person meetings
- Employer outreach
- Vanpool group formation efforts for initiating new vanpools
- Maintaining ridership
- Incentives for new and existing groups
- Targeting existing Enterprise employer clients

Administrative and operational functions like reporting and driver approval are handled locally and at the corporate level, whichever is most beneficial to the program's needs, which makes each program run smoothly.

## Administrative Support

Commuter will provide administrative support for the YCAT program through a variety of means. First, Enterprise's local teams in Arizona will manage YCIPTA's account and encourage program growth from within the community. The sales and marketing activities we will use include:

- Working with individual groups
- Marketing to work sites
- Demonstrating vehicles
- Collecting start-up paperwork
- Attending Commuter events
- Assisting points of contact

The local teams can support the program between 8 a.m. and 5 p.m. at a minimum.

Commuter's dedicated Corporate team, whose sole focus is vanpooling, supports the local team. This team provides additional support and advisement, such as:

- Marketing materials
- Vanpooling program strategy
- Fund allocation
- FTA compliance
- Management reports
- Customer and account support

Members of our Corporate team will also travel to the region when necessary, furthering our commitment to comprehensive customer service. The local Enterprise Rent-A-Car branches will be able to provide additional support through vehicle provision or switches, guaranteed ride home activities or everyday operational questions. Finally, our website gives current and potential vanpoolers the ability to contact us regarding administrative matters. They may also call our dedicated line at 1-800-VAN-4-WORK.

Please see [Page 31](#) under [3. Project Personnel](#) for information regarding the individuals supporting the YCAT program at the local and corporate levels.

## Safeguards Against Errors and Omissions

Commuter is run on a proprietary operating system that was purpose built for the unique aspects of managing vanpools. All aspects of our vanpools including riders, driver approvals, vehicle maintenance, billing, and more is integrated into a single system.

Not only can the Enterprise team update and maintain rider information, but our riders can also manage many aspects of their vanpools via our online participant portal. Commuter developed a mobile app for our customers that has proven successful. The app allows ride matching amongst existing and potential groups and allows vanpool coordinators to input rider log data for National Transit Database (NTD) and other reporting requirements directly from their smartphones, saving time and effort. By using the app or our website, we eliminate the need for paper log sheets and time-consuming data submission.

Commuter has multiple methods for collecting mileage from our vanpools, including for programs that require collection of NTD data. Our systems estimate the current mileage of each vanpool daily. All vanpool drivers have access to this information on our website and update the actual odometer reading of their vehicle on a regular basis. In addition, we can require mileage to be entered at the gas pump for an additional point of validation.

For those without internet access or for technologically adverse participants, we will work with them on an individual basis to determine the best process to input vanpool data. As a company that values technology, we have developed several systems for easily inputting monthly reporting data but understand that not every vanpooler's situation allows for easy access to those online functions.

### Backup Plans / Staff Replacement

Enterprise can find replacement staff quickly to ensure smooth transition between account managers. As one of the largest employers in the United States, we are best equipped to train and develop staff in the event someone is promoted or leaves the company.

Should a key member of YCIPTA's project management team leave or otherwise be removed from their duties, existing Enterprise staff and new team members will be trained as replacement personnel.

Our local branch managers are already thoroughly experienced in managing a local fleet of vehicles. Therefore, should we need a vanpool project manager replacement, we have a wide pool of qualified employees to fill the position.

Our staff members' successful experience running Enterprise rental branches include:

- Planned or unplanned customer service needs
- Front- and back-end business management
- Sales and marketing
- Employee development and training
- Multiple levels of skill assessment tests and interviews.

Our rental branches operate many vehicles at any given time, along with hundreds of customer, vendor, and employee transactions each day. The people who run these branches achieve:

- Measurable fleet growth (typically 10 to 20 percent year over year)
- Above-average ratings on our Commute Service Quality index (CSQi)
- Employee retention and development
- Consistent demonstration of Enterprise culture and values

We will require the same standards as any other promotion within our company, including minimum requirements in their key performance categories and positive overall marks in recent reviews.

### Coordination of Plans with YCIPTA

We have found that some of the biggest impact is made when we have support from chief executives and other members of an organization's upper management. When they support and even attend targeted vanpool formation meetings — and push for employee attendance at those meetings — interest and enrollment rise significantly.

Additionally, if leadership of YCIPTA proactively assists with our efforts to market and promote the vanpool program, vanpools are formed quicker and the program quickly becomes ingrained in the local multimodal system. This helps with establishment, growth and continued success of YCAT's program.

Commute with Enterprise will furnish, insure, and administer vehicles for YCIPTA while also providing superior customer service. Enterprise will provide administrative support for the YCAT vanpool program through a variety of means.

First, Enterprise enters into rental agreements with its vanpoolers, which allows for flexible vehicle changes and termination of the vanpool, if necessary. Maintenance, billing, and other scenarios are also handled easily by our complete, turnkey approach.

Enterprise provides vehicles on a month-to-month basis. When vehicles are switched in or out of service part way through the month, costs will be prorated based on the number of days in that month, with "in service" defined as the first to the last day the group uses the vehicle to commute

Commute with Enterprise will retain ownership of the vehicles in addition to taking responsibility for vehicles at the termination of any rental agreements or schedules. YCIPTA and vanpool participants will not be required by Enterprise or any other party to be obligated in any vehicle lease or purchase agreement as a condition to acquire a vehicle to participate in a County subsidized vanpool arrangement.

## Administration

YCAT's local account management team will be located in Chandler, AZ, to easily support and manage the vanpool program.

### Number of Employees and Office Locations

Our local market in and around the Yuma County service area has two branch locations, 11 local team members, and more than 700 vehicles in service. All our staff in the area will be notified of the continued YCAT vanpool program and can maintain support for our partnership in various ways.

Our access to Enterprise and its affiliates' large, shared rental fleet means that we can have loaner or replacement vehicles to our customers quicker than ever, getting them on the road as soon as possible. Because we are the largest private purchaser of vehicles in the country, we add new, exciting vehicles to our Commute offering for the comfort and pleasure of the riders.

Additionally, Enterprise and its affiliates have more vehicles of various makes and models than any other provider, so riders can arrive at work in nearly any vehicle they desire. We feature lower-mileage vehicles, and our vanpoolers appreciate the safety and cleanliness for their daily commute.

### Administrative Equipment at Locations

Each Enterprise office is equipped with all necessary equipment to manage and operate the YCAT's vanpool program. This includes furniture, office supplies, computers, high-speed internet, access to rental systems, among others. Because our brands have existing infrastructure in YCIPTA's top markets, your travelers can be assured that all our locations can handle any need that may arise in the course of the program. Our centralized corporate support also means that any new equipment or information needed to operate the YCAT vanpool program will be disseminated to each location.

## Other

It is our policy to meet with our accounts no less than once per quarter to conduct productivity and cost saving reviews. Our account management team will direct and oversee implementation and operation of the YCAT program.

Our quarterly meetings help ensure the most efficient implementation of your vanpooling program. Because our team is located in Chandler, AZ, we are always available for reviews or meetings with short notice.

## Experience

We look forward to the opportunity to continue our partnership with YCIPTA and maintain a robust YCAT vanpool program for your commuters.

Commute with Enterprise will continue to furnish, insure, and administer vehicles for YCIPTA while also providing superior customer service. Our dedicated account management team will work closely with YCIPTA's outreach staff and transportation management association partners to ensure that the program is marketed appropriately to the community.

### Qualifications and Past Performance

Enterprise began offering vanpool services in 1994 and has become a national leader in providing best-in-class vanpool services and programs to individual vanpool groups, employers, and municipalities.

We give vanpoolers an easy and convenient method to get to work, backed by a broad fleet, extensive location network, and 24/7 customer service — producing the most hassle-free vanpooling environment possible. We have more than 40 years of experience providing vanpoolers with a positive experience for their daily commute.

Please see [Page 31](#) under [3. Project Personnel](#) for information regarding the experience of YCIPTA's account management team at the local and corporate levels.

## Business Development

### New Business Development

We have several methods to help form vanpools, including employee commute mapping exercises, in-house vanpool formation meetings called Commute Connection Meetings (CCM), and matching via our Commute with Enterprise website. Additionally, our local team can conduct promotional events, fairs, Q&As, lunch and learns, or other activities that seem appropriate for the market.

Commute with Enterprise's website uses a sophisticated geographical database to help riders find vanpools with a few clicks. It can also find reverse ride matches to those in the database, which become matched with new vanpools created after they sign up. Beyond promoting use of the website, our sales team can also leverage this resource to help turn potential riders into long-term vanpoolers by showing them how quick and easy it is to locate a vehicle and join the program or help them sign up at onsite events.

### Targeting Existing or Potential Enterprise Clients

Enterprise already has corporate accounts in and around Yuma County, and we are constantly adding more names to that list. With an unparalleled client base in the industry, we can solicit:

- Existing clients who already know and trust our service
- Potential clients who we can introduce to the benefits of vanpooling

This guarantees that we can offer more opportunities to increase ridership than any other provider in the industry.

### Increasing Worksite Usage

Enterprise will target existing worksites in the Yuma County service area to uncover vanpooling potential by maintaining points of contact, hosting Q&A seminars, coordinating onsite events, and other efforts. We will also maintain consistent communication with existing employers in the program to ensure our vans are running at full capacity and that we are continuing to build new groups. This approach has proven successful in increasing overall vanpool usage.

### Maintaining Ridership

By monitoring ridership in each vanpool, we can proactively engage in advertisements or consultation with previous riders or potential riders in your area. We are in constant and consistent contact with our vanpool groups, and if a vanpool might be at risk of losing riders, we will work closely with them to retain existing riders or quickly find new riders. We request 30 days' notice for drivers or passengers leaving a program, particularly so that we can be sure that vanpools do not fall below the threshold required to receive a subsidy.

The local Enterprise team will promote the program through area employers, as well as other marketing techniques described in this proposal. We will also continually analyze formation meeting information to initially match riders and in the future.

### Account Management

Enterprise will work with employers in the Yuma County service area to uncover vanpooling potential by fostering points of contact, deploying mapping exercises, hosting Q&A seminars or Commute Connection Meetings (CCM) and coordinating other efforts and onsite events. This approach has proven successful in increasing overall vanpool creation and usage.

Please see [Page 6](#) under [Management](#) for more details on account management and [Page 31](#) under [3. Project Personnel](#) for more details on the YCIPTA account management team.

## Marketing and Public Relations

Commute with Enterprise offers a comprehensive marketing plan. Our local team can seek out and develop opportunities to create or expand your vanpool program with the help of YCIPTA's team. We provide templates that our customers can customize to best suit their business market. The total dollar value of referral incentives and advertising support will be decided by both YCIPTA and Enterprise annually based on the needs of the market, program, and vanpool groups.

Our marketing plan consists of:

- Assessing the needs of the community
- Using our website as a marketing platform
- Increasing worksite usage
- Creation of a customized landing page
- Creating and distributing marketing materials
- Leveraging our current workforce
- Advertising in local rental branches
- Forming vanpools online and with in-person meetings
- Employer outreach
- Vanpool group formation efforts for initiating new vanpools
- Maintaining ridership
- Incentives for new and existing groups
- Targeting existing and potential business rental clients

### Assessing the Needs of the Community

Enterprise will assess the entire market to determine the needs of the community. This includes but is not limited to analyzing commute corridors, analyzing employees' commutes, and assessing how likely an individual community or employer is to adopt a vanpool program. We are here to be your partner and grow your program, and the first step is to assess the community and target where we will be most successful.

### Employer Outreach

As previously mentioned, Enterprise will work with employers in the Yuma County service area to uncover vanpooling potential by fostering points of contact, deploying mapping exercises, hosting Q&A seminars or Commute Connection Meetings (CCM) and coordinating other efforts and onsite events. This approach has proven successful in increasing overall vanpool creation and usage.

### Creating and Distributing Marketing Materials

Our in-house marketing team and creative agency can develop high-quality marketing materials based on the needs of your organization and commuters. These materials can include mass media, marketing flyers, web marketing (including social media), vehicle branding (vinyl decals which are professionally applied and removed), and more. All of our marketing efforts described in this proposal are at no additional cost for YCIPTA as they are built into our rate structure. However, Enterprise is open to discussing larger marketing campaigns and cost sharing options if necessary.

### Using Our Website as a Marketing Platform

Our state-of-the-art website is clean, attractive, and easy to interact with — providing information about and a positive impression of the YCAT program and vanpooling in general. We can also develop a landing page with program information and links to the YCIPTA website.

### Leveraging Our Current Workforce

Enterprise has many employees in the Yuma area, most of whom were born and raised locally. Because these employees are familiar with and dedicated to the local area, it will be easy for them to develop a relationship with our employers and vanpoolers.

## Promotion and Publicity

Commute with Enterprise will support the advertisement and promotion of the YCAT vanpool program by displaying the appropriate logos, advertisements, or marketing materials as dictated by YCIPTA. However, we request the opportunity to create co-branding options with YCIPTA. We are happy to work with YCIPTA to determine new or reconstructed designs and follow the agreed-upon cost allocation process moving forward if a new design is created.

As mentioned previously, all of our marketing efforts described in this proposal are at no additional cost for YCIPTA as they are built into our rate structure. However, Enterprise is open to discussing larger marketing campaigns and cost sharing options if necessary.

## Customer Service

Commute is committed to providing quality service to our customers and obtaining feedback on our programs. To that end, Enterprise uses the Commute Service Quality index (CSQi) to measure performance and customer service satisfaction.

Our customers are asked to rate their experiences on a five-point scale from Completely Satisfied to Completely Dissatisfied. Independent research specifically shows that customers who say they are completely satisfied are three times more likely to use our brands again.

For this reason, our Enterprise employees and teams are determined to maintain high SQi scores by providing top-notch, personalized customer service. All promotions, pay raises, and individual and team recognition are determined by success in completely satisfying our customers. Therefore, our teams will make YCAT's program as successful as possible.

The local team will also touch base with the vanpool coordinators at 30-, 60- and 90-days post-delivery to ensure that there was a smooth transition, billing is accurate, and that we have satisfied all of the vanpool's needs. After this initial term, the Enterprise team will contact the coordinators quarterly to gauge feedback while sharing an update on any wait-listed riders and potential seat openings. We believe this communication and feedback is key to maintaining ridership.

## General Customer Service Issues

A comfortable commute is paramount to our service. If there are any issues with our products or services, such as vehicle performance, vehicle replacement, billing issues, personal matters, or other concerns, we will address the issue as quickly as possible.

A list of customer service contact information will be provided to the coordinator of the program upon delivery of the vehicle.

## Website and Toll-Fee Number

Our website, [CommuteWithEnterprise.com](https://www.commutewithenterprise.com), is an excellent resource for both users and potential participants. Potential users can search for vanpools, form a vanpool, or apply to be a driver or coordinator through this site. Current participants can log in and obtain information related to their vanpool or their individual account, make payments, and more. If they would like to speak to an Enterprise employee, they can call 1-800-VAN-4-WORK to get their questions answered.

Please see [Page 6](#) under [Management](#) for more details on account management and [Page 31](#) under [3. Project Personnel](#) for more details on the YCIPTA account management team.

## Vanpool Group Formation

Please see [Page 10](#) under [New Business Development](#) for more information on vanpool formation and the response under [Customer Service](#) directly above for more information on vanpool support.

## Vanpool Maintenance

Regular maintenance of our vehicles plays an important role in the safety and comfort of YCAT's vanpoolers. Our maintenance program provides your commuters with a convenient system for consistent vehicle upkeep.

When it is approaching time for a vehicle's scheduled maintenance, our system will send an email to the vanpool coordinator, notifying them of the upcoming service along with their assigned service provider. The vanpool coordinator will then contact the service provider to set up a convenient time to have the maintenance completed. On the day of the scheduled maintenance, any approved driver can bring the vehicle to the service provider. In most cases, service can be completed while the driver waits.

Each vanpool is given two Commute with Enterprise maintenance cards, one large and one small. These cards can be found in the glove compartment of the vehicle. They approve and pay for maintenance through the Commute program at any of the authorized service centers listed on the larger card. When the coordinator drops the vehicle off for maintenance, the smaller card should be attached to car keys.

The maintenance cards can only be used to pay for scheduled and emergency maintenance services. They may not be used for fuel, cleaning, or any other non-maintenance related purchases.

### Maintenance Procedures

Our maintenance procedures are designed to ensure the vehicles being driven by your vanpoolers are always operating safely and in accordance with all laws, standards, and regulations. The following maintenance provided covers all aspects of vanpool vehicle upkeep:

- **Preventive Maintenance:** Our Rideshare Operating System (ROS) monitor vehicle mileage and alert the vanpool coordinator by email of any required routine maintenance two weeks before the due date. Automatic reminders are sent one week prior and on the due date if maintenance has not been completed.
- **Warranty or Recall Maintenance:** Our operating systems are linked to manufacturer data feeds to ensure we are alerted to any manufacturer mandated recalls or maintenance. In addition, our fleet size and local infrastructure allow us to respond to recalls faster than any other vanpool provider.
- **Unscheduled Repairs:** Unscheduled repairs can be performed at any authorized, local maintenance facility.

Our maintenance practices create a seamless system that reduces vanpooler responsibility, while increasing efficiency and our ability to meet maintenance deadlines. The result is safer, better-maintained vehicles, as well as increased convenience and comfort for your vanpoolers.

### Rideshare Operating System (ROS) Maintenance Procedures

Commute keeps an extensive database of maintenance files and records. When vehicles reach a certain age or mileage, our system automatically flags them for maintenance.

Vanpools are provided with Commute maintenance cards. The coordinator simply presents the card when taking the vehicle to an authorized shop. The maintenance facility is required to call Enterprise to provide maintenance details and current mileage. All repairs and maintenance to the vehicles are approved by ASE-certified technicians at Enterprise's National Service Department. These technicians have access to full vehicle maintenance histories and manufacturer recommended services. This ensures that the right maintenance is performed at the right time, keeping your vanpools on the road longer.

Past-due service reminders are sent to vanpool coordinators from data collected by our National Service Department. Additionally, direct telephone contact is made to verify that a Commute vehicle has been taken for preventive maintenance.

Commute's maintenance system is seamless and requires no involvement from YCIPTA. Because everything is billed directly to Enterprise, there is no need for additional reimbursement steps.

### Vehicle Repair Network

Enterprise has an established network of hundreds of servicing and repair shops across the state. These facilities include dealerships, Firestone, Goodyear, and a large number of independent shops. This network allows for local servicing. Your vans will never have to travel more than a few miles for scheduled service and repairs.

### Maintaining Existing Vanpools

Please see [Page 10](#) under [New Business Development](#) for more information on maintain ridership and [Page 12](#) under [Customer Service](#) for more information on vanpool support.

### Maintenance Fees

Please see [Page 40](#) under [7. Exceptions](#) for information on the requested annual reconciled maintenance fees.

### Experience

Please see [Page 31](#) under [3. Project Personnel](#) for information regarding the experience of YCIPTA’s account management team.

### Services

#### Equipment

Enterprise has more vehicles of various makes and models than any other provider, so riders can arrive to work in nearly any vehicle they desire. We feature lower-mileage vehicles, and our vanpoolers appreciate the safety and cleanliness for their daily commute.

Enterprise also operates one of the largest rental fleets in North America. Our large, shared fleet means that we can quickly deliver new, loaner, or replacement vehicles to our customers. As the largest private purchaser of vehicles in the country, we add new, exciting vehicles to our Commute with Enterprise offerings for the comfort and pleasure of the riders. Our fleet includes, but is not limited to:

SUV	Minivan	Large Van
Nissan Pathfinder	Toyota Sienna	Ford Transit
Hyundai Santa Fe		
Toyota Highlander	Honda Odyssey	
Kia Sorento		

Vanpool groups can choose the vehicle they want while remaining in compliance with YCAT’s program. Our vehicle selection creates a positive impression of vanpooling, which will encourage more ridership and ultimately lead to reduced single-occupancy vehicle miles traveled in the region.

### Fleet Markings

Commute will support the advertisement and promotion of the YCAT Vanpool Program by displaying the appropriate fleet markings on the side and rear of each vehicle or another mutually agreed upon design.

Because we would like to ensure that our co-branding effort benefits both Commute and YCIPTA, we request the artwork and the proposed dimensions be submitted and approved before application.

## Subcontracted Services and Repairs

Commute with Enterprise does not use subcontractors.

### Repairs

Enterprise has an established network of hundreds of servicing and repair shops across the state. These facilities include dealerships, Firestone, Goodyear, and a large number of independent shops. This network allows for local servicing. Your vans will never have to travel more than a few miles for scheduled service and repairs. All repairs and maintenance to the vehicles are approved by ASE-certified technicians at Enterprise's National Service Department. These technicians have access to full vehicle maintenance histories and manufacturer recommended services. This ensures that the right maintenance is performed at the right time, keeping your vanpools on the road longer.

### Tire Purchasing and Maintenance

Commute with Enterprise has read and understands this provision. Commute with Enterprise maintains tires within our maintenance program.

### Road Calls

In the event of a vehicle breakdown, time is of the essence. We have discovered that the two biggest factors in roadside assistance response time are:

- The distance between the replacement transportation and the vanpool vehicle
- How the replacement vehicle is transported (driven or towed)

One of our greatest advantages is that we have 48 locations and more than 900 employees in the area that can respond to a breakdown almost immediately. Replacement transportation will be driven (not towed) to the vanpoolers and will typically come from a location less than five miles from the breakdown.

Roadside Assistance is available 24 hours a day, seven days a week — through either our local or after-hours services. Instructions for contacting Roadside Assistance are located in the glove box and include information on accident services, provision of loaner vehicles, transportation of a disabled vehicle (towing or otherwise), repair of flat tires, battery jumps, gas delivery, and lock-out services. Vanpool groups are responsible for any negligence-related acts, such as running out of gas or locking keys inside the vehicles.

Incidents will be reported on the S&S40 or S&S50 reports as required by the National Transit Database (NTD). If YCIPTA's needs are different from those reports, we welcome the opportunity to work with YCIPTA on mutually agreeable solutions.

### Accident Services

Accidents are handled in the same efficient and professional way as our general Roadside Assistance. This guarantees that all accidents and claims-related issues are managed in a safe and timely manner.

If a vanpool is involved in an accident, the police and Emergency Road Service should be notified immediately. The vanpool driver should collect information from all parties involved in the accident and provide this to Emergency Road Service.

Enterprise claims management handles all:

- Towing arrangements
- Third-party claims
- Physical damage repairs
- Other details related to the accident

We will work directly with the driver of the vanpool to coordinate temporary transportation until the original vehicle is repaired. If the vehicle is totaled, a new vehicle will be issued to the vanpool group.

There should be no gap in service due to vehicle breakdowns or replacements due to accidents. In the unlikely event that there is an interruption in service, we will compensate the vanpool group for the time period that its participants lack a vehicle.

## Systems

Commute with Enterprise is run on a proprietary operating system that was purpose-built for the unique aspects of managing vanpools. All aspects of our vanpools, including riders, driver approvals, vehicle maintenance, billing, and more is integrated into a single system.

Not only can the Enterprise team update and maintain rider information, but riders can also manage many aspects of their vanpools via our online member portal. For example, Vanpool Coordinators can manage their rider list, invite new riders, see who is approved to drive, see when maintenance is next due, and update their route. Of course, riders can always call us when they prefer to have personalized customer service.

## Billing and Financial Administration

Financial records are tracked and maintained through internal, proprietary systems at our Corporate office. We have different teams designated to handle various parts of the billing process depending on the invoice recipient.

Billing for our contract sponsors starts in the Corporate office and is compared against information in our Rideshare Operating System (ROS). It is then verified by the local office as to the number of vans, expenses, etc. and sent to contract sponsors after the close of the month of service.

Billing for our groups is slightly more complex and also starts in our Corporate office but is heavily tracked by the local Enterprise operating group. Information about the vans, ridership, and optional fuel cards are pulled together to create our vanpool group invoices, reconciled from the previous invoice, and then sent to the group by the 20th of the month preceding service. The vanpool groups then have until the fifth day of the month of service to pay their bill.

In either case, recipients can reach their local point of contact with questions during working hours and results are achieved quickly if there are issues or concerns with the invoice.

## Fare Collection

Groups can easily login to the account management area of our website to make one-time payments, create reoccurring payments, split the invoice among the group and much more.

Employers can also administer an automatic payroll deduction from each of the riders' paychecks as a means of fare collection. This simplifies the process of taking advantage of the Commuter Benefit under IRS Section 132(f) that is available to all commuters through their employer.

## Subsidy and Cost per Rider

Rider fees can be deducted from Enterprise's proposed rate structure, less subsidy, divided by the number of riders per van. For example, we will take into account any subsidy available for each vehicle and deduct that amount from the monthly vehicle cost. The remaining monthly cost can be split equally among the vanpoolers – the more riders per vehicle, the lower the actual cost per person.

Furthermore, if there are any employer- or TMA-provided subsidies, we can bill employers directly for that cost, then recoup the remainder from vanpoolers.

## Commuter Benefits

Enterprise will bill the various stakeholders for our services. We have many flexible billing methods, such as billing transit agencies for a portion of the cost, if applicable, or billing employers for financial assistance, and/or employees through direct pay or through a commuter benefit program.

Commuter benefits are popular and offer several important benefits that are attractive to employees:

- Lowers their tax burden
- Helps them easily set aside vanpool costs on a regular basis
- Eliminates the need to manually submit payment to a company or coordinator

Companies also benefit from commuter benefits:

- Save on FICA taxes and potentially offset overhead costs related to administering payroll deductions
- Gain employee loyalty for saving on taxes because employees cannot get a commuter benefit without the company allowing it to be done
- Reduce net cost of vanpooling for employees, again garnering loyalty and morale

## Billing

Commute with Enterprise provides vanpool groups and employers easy ways to pay. Our company is responsible for both billing and payment collection.

We accept:

- Personal and cashier's check
- Transportation Incentive Program (TIP) Cards
- ACH and wire payments
- Credit cards
- Commuter checks, such as Commuter Bucks and TransBens

We do not perform credit checks on our drivers or riders, so more people can participate. Enterprise takes on all collections risk while YCIPTA benefits from the increased ridership.

## Other Services

### Flexible Vanpool Program Offering

Commute with Enterprise may offer flexible vanpools to eligible participants in the vanpool program. Flexible vanpools are vanpools that allow for individual payment by each vanpool participant and the ability of vanpool participants to ride fewer than five days per week. Each flexible vanpool participant will sign up for a monthly subscription plan to participate in a flexible vanpool through the Commute with Enterprise program, either as a Driver, Rider, or a Coordinator ("Flex Pass"). The price of each Flex Pass is referred to as the "Flex Pass Charge" and is subject to change periodically in Enterprise's sole discretion based on a variety of pricing factors and the specific subscription plan chosen. The then current program vanpool rates will be used as a starting point to calculate each flexible vanpool participant's Flex Pass Charge. The Flex Pass Charge will be calculated by adding any variable costs (i.e. fuel), subtracting any financial assistance provided by the YCIPTA, and factoring in target occupancy as well as the type of Flex Pass selected (i.e. how many rides per month vanpool participant purchases or status of vanpool participant as a coordinator, driver, or rider). Each flexible vanpool participant will be informed of the full details about their selected Flex Pass and Flex Pass Charges in their Participant Agreement.

### Shuttle Offering

Commute with Enterprise can provide a modified shuttle, otherwise known as paid driver program solution. Today, the Commute shuttle program includes the vehicles, maintenance, and operational/logistical support but not the drivers. To provide a complete shuttle solution, we work with local and nationally recognized driver management organizations to provide the drivers necessary to operate shuttle services. We welcome the opportunity to discuss this additional program option with YCIPTA, assess the need for shuttle operations and attain a mutually agreeable solution for the Yuma, AZ community.

## Experience

Please see [Page 31](#) under [3. Project Personnel](#) for information regarding the experience of YCIPTA's account management team.

## Operating Requirements

The vanpools established through the YCAT vanpool program can be open to the public if desired and can be advertised as such on the Commute with Enterprise website. The website shows all available routes and instructs interested participants to contact the coordinator to discuss the process in which to become an active rider. The Vanpool Coordinator will bridge the gap between interested riders and Commute, enabling a seamless expansion of vans when the time comes. As interest in the vanpool program grows, we will establish new routes, form a wait list, and then connect with those interested in taking part in the program.

Commute with Enterprise will comply with all state and federal laws and regulations including but not limited to the Americans with Disabilities Act (ADA).

### Americans with Disabilities Act (ADA) Modifications

Enterprise takes every Americans with Disabilities Act (ADA) request seriously and will develop a plan on a case-by-case basis — assessing the exact needs of the vanpool group and providing reasonable accommodations based on those parameters. There is no additional cost to the monthly vanpool rental rate to perform modifications to meet the ADA requirements listed below:

- Removing the seat nearest the side door of the vehicle.
- Providing telescoping ramps so that a wheelchair can be rolled into the vehicle.
- Installing tie-downs on the vehicle floor so the wheelchair can be secured safely and used by the passenger as a seating position.
- Adding hand-controlled accelerator, brakes, steering knobs, or pedal extensions.
- Adding grab bars for entering and exiting the vehicle.

More extensive modifications, such as wheelchair lifts, can be made to a vehicle upon request. However, the additional costs would be passed on to YCIPTA. If a more extensive modification is required, Enterprise will provide the options to YCIPTA and the vanpool group. Cost allocations between Enterprise and YCIPTA will be agreed upon by both parties before the vehicle is placed into service.

Once the vanpool group's needs are assessed and specific modifications are identified, Commute with Enterprise will either provide the modifications/conversions or rent/lease vehicles directly from ADA-specific providers should an extensive conversion be needed. This relationship will provide ADA vehicles at an efficient price point and rental terms congruent with typical vanpool provision options. This will also increase options for vanpool groups and allow compliance with the typical vehicle delivery timeline of 30 days from the execution of paperwork.

## Driver Requirements

We understand the value of drivers who are safe, reliable, and pleasant — this makes for a happier and more relaxed trip for the entire vanpool. That is why Commute takes our driver selection process very seriously. All drivers will be required to complete and submit an application and be approved in writing prior to operating the vehicle. Once the signed agreement is received, our systems automatically run a full MVR and checks it against the underwriting criteria listed below. Only drivers that have been approved in writing are authorized to drive vanpool vehicles.

If there are no other requirements for the state or program, the driver applicant can receive an email response in as little as two minutes.

To meet our underwriting requirements, vanpool drivers must:

- Possess a valid U.S. driver's license for at least five years.
- Be 25 years of age or older.
- Have no more than two moving violations and/or at-fault accidents in the previous three years and no more than three moving violations and/or at-fault accidents in the previous five years.
- Have no major automobile-related convictions in the past five years (e.g., driving under the influence of alcohol or drugs, failure to stop and report an accident, driving while license is suspended or revoked, reckless driving, etc.).
- Meet and comply with any laws and criteria required by the state where the vanpool is operated (e.g., medical requirements, drug screens, etc.).

Drivers must report any changes in their motor vehicle registration or licensing status that may affect their eligibility as approved vanpool drivers in writing to their Commute Representative. Our systems automatically re-run driving records annually and upon license expiration to verify that drivers continue to meet the aforementioned standards. To share the responsibility of driving and to ensure that a vanpool is never left without an authorized driver, we encourage at least a few riders in each vanpool to become drivers. There is no additional cost to add drivers to a vanpool.

## Driver Training

Tutorial videos for drivers can be found at [CommuteWithEnterprise.com](https://www.commutewithenterprise.com) through the following path: Commuters > FAQs > Customer Tips > Tips for Driving a Commuter Vehicle.

## In-house materials / languages

Enterprise has in-house materials for drivers which can be translated into multiple languages upon request.

## Vehicle Acquisition and Delivery

Commute with Enterprise agrees to provide vehicles on a month-to-month basis. When vehicles are switched in or out of service, costs will be prorated based on the number of days in that month, with “in service” defined as the first day to the last day the group uses the vehicle to commute. Extra days due to early drop-off or late pick-up will not be included when the prorated time is calculated.

Commute with Enterprise will retain ownership of the vehicles while assuming full risk for any deficiency between vehicle sales prices and residual values, in addition to full responsibility for vehicles at the termination of any rental agreements or schedules. We will continue to provide vehicles to YCAT vanpool groups at YCIPTA’s discretion based on the needs of the YCAT vanpool program. Neither YCIPTA, nor vanpool participants, nor other agencies will be obligated in any vehicle lease or purchase agreement as a condition of acquiring a vehicle to participate in the YCAT vanpool program.

Upon delivery, our employees will perform a full vehicle inspection and orientation with the drivers to describe basic operating and safety procedures of the vehicle. We will also provide gas and maintenance cards to the driver and/or vanpool coordinator, as well as provide any necessary reference paperwork and a supplemental guidebook. We will ensure the coordinator understands all the safety features of the vehicle and will answer any questions regarding operation of the vanpool vehicle.

Commute also offers our own video training content for initial or ongoing training requirements. All vanpool applicants may access our training tutorials via our website and are instructed to reference the videos at various intervals or upon reported incidents over the life of their participation in the program. In addition to our person-to-person orientation, these videos will enhance each participant’s knowledge and understanding of vanpooling and how to create a safe and pleasant vanpool commute.

## Vehicle Delivery Summary

Anytime we deliver a vanpool vehicle, a vehicle condition checklist is completed and signed by both the Vanpool Coordinator (primary driver) and the Enterprise employee. Our system stores the document so that when the vehicle is scheduled for pick up, the original signed vehicle condition checklist can be printed and used for check in.

When it is time for us to retire a vehicle, we will contact both the Vanpool Coordinator to let them know about the scheduled delivery of a new vehicle. We will confirm that the same vehicle type continues to be the right fit for the vanpool and provide them with our updated vehicle options then schedule the delivery. An Enterprise employee will drive the new vehicle to the agreed-upon address, complete the necessary paperwork with the Vanpool Coordinator, and then drive the old vehicle back to an Enterprise location for disposal.

Also, as needs change, vanpool groups can request a different vehicle type at any time.

## Maintenance

Please see [Page 13](#) under [Vanpool Maintenance](#) for more details on our maintenance program.

### Insurance Coverage

Enterprise builds the cost of insurance into the rate structure, creating a simplified program for YCIPTA and your vanpoolers. Enterprise will maintain the following insurance limits for YCIPTA.

Enterprise has self-insured Collision and Comprehensive risk coverage for the actual cash value of the equipment, so these coverages will not be evidenced on the Certificate of Insurance (COI). Please note that these coverages do not apply to the vanpool drivers.

Type of Coverage	Limits of Coverage
Employer’s Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability (owned and non-owner), Bodily Injury, and Property Damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Commercial General Liability, including broad-form contractual Liability products / completed Operations, Bodily Injury and Property Damage	\$2,000,000 aggregate \$1,000,000 each occurrence

Drivers are not required to have personal insurance. Commute with Enterprise will maintain the following insurance for approved vanpool drivers:

Type of Coverage	Limits of Coverage
Commercial Automobile Liability	\$1,000,000 combined single limit for 8- to 15-passenger vehicles \$500,000 combined single limit for 7-passenger vehicles Required State Minimum Uninsured Motorist Coverage Required State Minimum Underinsured Motorist Coverage

Before the vanpool can be insured, all drivers are required to complete our Commute Driver Application and Agreement. Once the drivers are approved, these coverages are provided to the vanpool groups.

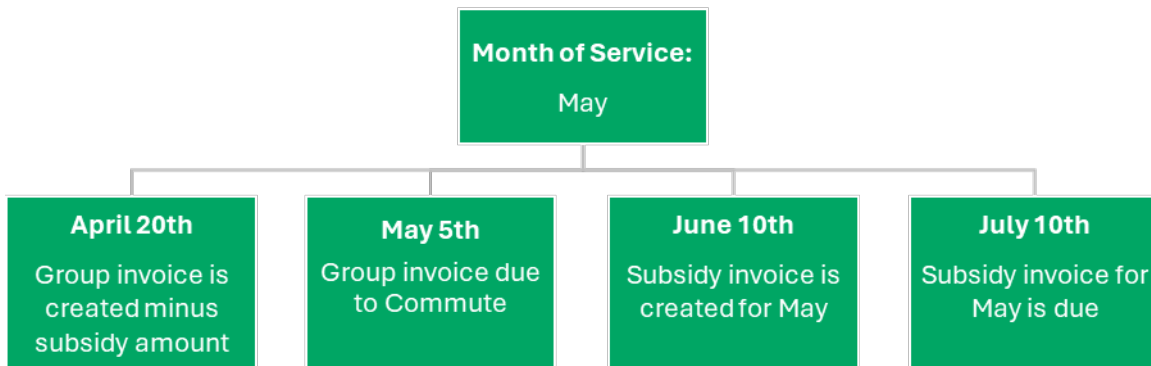
### Billing and Invoicing

Enterprise has years of billing and payment processing experience at the corporate level in vanpool situations. The invoicing will begin at our corporate billing department in St. Louis, Missouri and will be reviewed by Becky Carlson and her team at the local level before it is sent to both YCAT vanpool groups (if applicable) and YCIPTA.

Monthly invoicing to YCIPTA includes all costs related to the administration of the program, management fees, vanpool subsidies, emergency ride home expenses and other costs as approved by YCIPTA. Invoices are provided to YCIPTA in arrears so that YCIPTA can be assured it is only being billed for services performed for vans on the road. Invoices will be sent around the 10<sup>th</sup> of the month following service and due on net 30 payment terms upon receipt of the invoice.

Please see [Page 16](#) under [Billing and Financial Administration](#) for more details on billing and invoicing.

## Billing Timeline Sample



## Record Keeping on Vehicles

A variety of maintenance and accident reports will be available to ensure our vehicles remain in top working condition. Our system has a sophisticated query tool that provides a list of options for running customized reports. Our data collection system focuses on creating something that best serves the requirements of each individual customer. Our Commute team will work with YCIPTA to develop specifically tailored reports that fit your program.

## National Transit Database (NTD) Reporting

Your Commute with Enterprise team is experienced in working with programs of all sizes across the country to provide timely and accurate data for the NTD. Our local teams work with each transit agency to ensure we are meeting any specific local reporting needs and our corporate team provides oversight to affirm accuracy and adherence to the NTD guidelines prior to submission to our transit agency partners.

All NTD figures will be calculated for reporting requirements as determined by the NTD calendar submission process and will follow the collection guidelines outlined by the Federal Transit Administration (FTA).

Upon award of the contract and delivery of vehicles, Commute will provide reports that include but are not limited to:

- Total service expenditures
  - Vehicle Operation
  - General Administration
- Revenues
  - Subsidized payment, if applicable
  - Passenger share of rental
  - Fuel card payments
- Service statistics
  - Vehicle enrollment/program participant levels
  - Service start/end times
  - Maximum numbers of operating vehicles per month
  - Passenger trips
  - Passenger miles traveled, per day of each week
- Revenue vehicle inventory
  - Inventory of vehicles available for operation as of a specified date each year.

## NTD Analysis and Reporting

Commute currently employs a full-time NTD analysis team that receives data from all of our vanpool groups associated with a public vanpool program, performs audits and then reports this information to our transit agency partners on a monthly and annual basis. The accuracy of this reporting is paramount to the continuation of many of our publicly funded programs as well as future funding for our public contract sponsors, so we take it seriously.

We collect data from our groups through our online data collection portal. Groups can easily sign in via computer or mobile device and input data such as miles traveled, passengers participating, fuel consumption, safety issues, and maintenance information. This allows us to extrapolate information regarding vehicles, commutes, and environmental impact, which can help promote the impact and effects of the vanpool program at the employer, regional, state or nationwide level.

Commute with Enterprise has extensive data collection, auditing, and reporting functions at all levels of our company. We will work with YCIPTA to determine the exact reporting deliverables required by all parties and a reporting timeline of those deliverables.

## NTD Policies and Oversight

Enterprise employs extensive teams in subject matter expert areas such as government affairs, legal, finance and many more to ensure we are in compliance with any changing legislation or policy requirements in regard to vanpools.

## Branding

Branding is a key component for any Commute program. Logos need to be prominent enough for identification while remaining discrete, since vanpool groups can be apprehensive about large decals on the vehicles.

However, we request the opportunity to create co-branding options with YCIPTA. We are happy to work with YCIPTA to determine new or reconstructed designs and follow the agreed-upon cost allocation process moving forward if a new design is created.

## Driver Agreements

Our written agreements comply with YCIPTA's requests regarding vanpoolers' payments and the "shared cost" environment of vanpools.

Please see [Page 62](#) under [Sample Driver and Coordinator Agreements](#) for sample copies.

## Back-Up Drivers

To share the responsibility of driving and to ensure that a vanpool is never left without an authorized driver, we encourage at least a few riders in each vanpool to become drivers. There is no additional cost to add drivers to a vanpool.

## Project Manager for YCAT Vanpool Program

Becky Carlson will be the primary point of contact regarding YCAT's day-to-day operations and contact information can be found in the [Cover Letter](#) on [Page 4](#).

Please see [Page 31](#) under [3. Project Personnel](#) for information on YCIPTA's full account management team.

## Local Commute Branch

Please see [Page 9](#) under [Number of Employees and Office Locations](#) for more details of our Commute office spaces.

## Storage of Fleet Vehicles

Vehicles used for the YCAT Vanpool Program will be owned by Commute with Enterprise. Because no vehicles are owned by the agency, there is no cost passed on to YCIPTA for storage. However, the responsibility for vehicles will fall upon the contractor.

Please see [Page 20](#) under [Vehicle Acquisition and Delivery](#) for more details.

## Monthly Reporting

Please see [Page 22](#) under [National Transit Database \(NTD\) Reporting](#) and [Record Keeping on Vehicles](#) for more details on reporting provided to YCIPTA.

We can also provide reports that meet YCIPTA's local requirements or illustrate the impact of the program locally that include, but are not limited to:

- Total activity summary
  - Vanpool rosters by worksite
  - Vanpool capacities with seat availability
- Impact Report
  - Employee commuter cost savings
  - CO2 emissions
  - Commuter miles
  - Parking spaces

Please see [Page 31](#) under [3. Project Personnel](#) for information on YCIPTA's account management team.

## Passenger Fares and Fare Collection

Please see [Page 16](#) under [Fare Collection](#) for more details. The Cost Proposal Detail has been omitted in this response as per Addendum #1.

Please see [Page 40](#) under [7. Exceptions](#) for more details on exceptions taken for this section.

## Contractor Management Responsibilities

Please see [Page 31](#) under [3. Project Personnel](#) for information on YCIPTA's account management team.

## Quarterly Account Review

It is our policy to meet with our accounts no less than once per quarter to conduct productivity and cost saving reviews. Our account management team will direct and oversee implementation and operation of the YCAT vanpool program.

Our quarterly meetings help ensure the most efficient implementation of your vanpooling program. Because our team is located in Chandler, AZ, we are always available for reviews or meetings.

Please see [Page 11](#) under [Employer Outreach](#) and [Leveraging Our Current Workforce](#) for more details about how Commute coordinates service with other public and private agencies.

## Project Manager and Office Space

Please see [Page 9](#) under [Number of Employees and Office Locations](#) for more details on our Commute office spaces.

Please see [Page 23](#) under [Project Manager for YCAT Vanpool Program](#) for more details on YCIPTA's day-to-day contact.

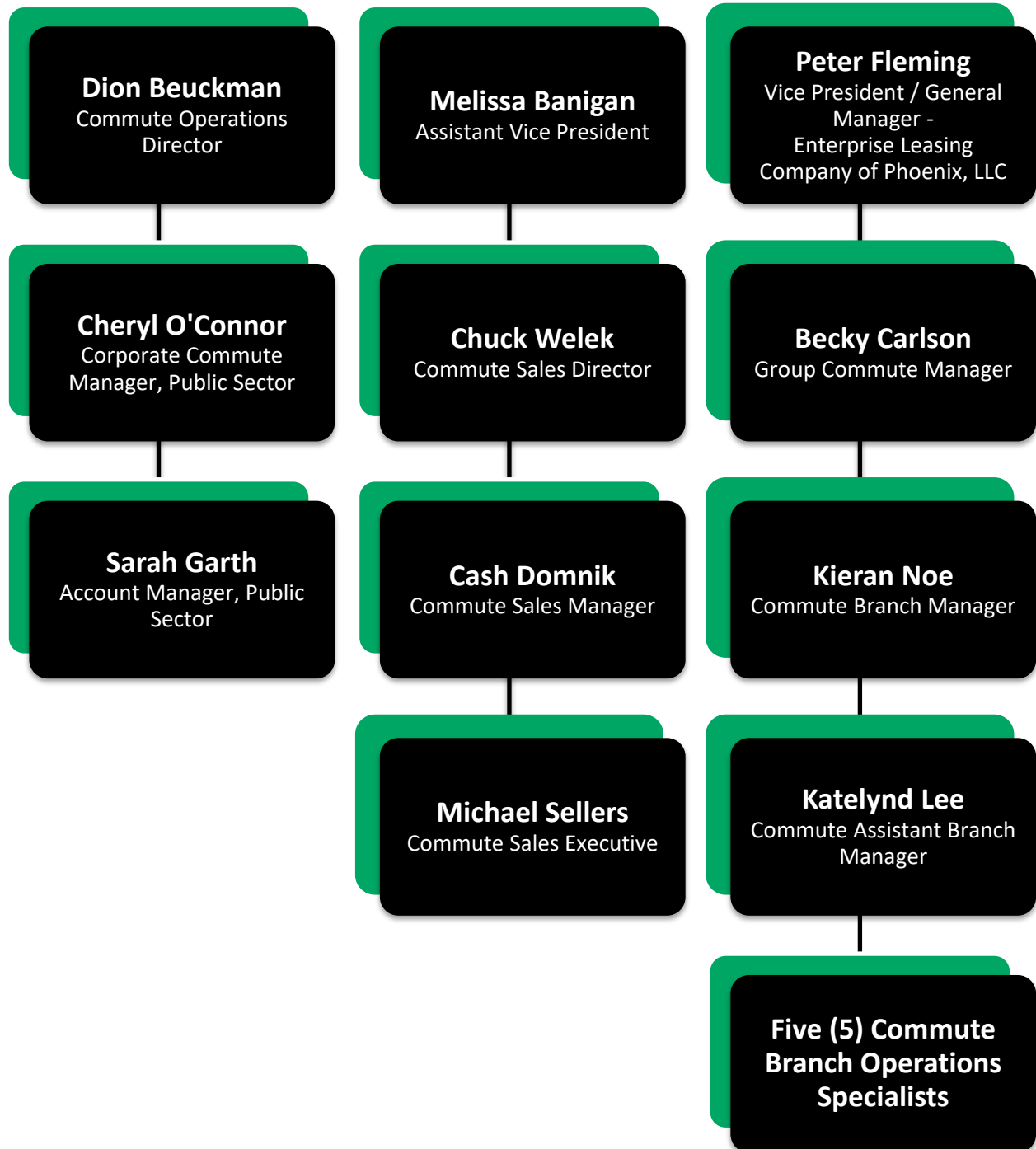
Please see [Page 31](#) under [3. Project Personnel](#) for more information on YCIPTA's account management team.

## Human Resources

Commute with Enterprise has read and understands this provision.

## Organizational Structure

Please see the following organizational chart for details on our corporate team in columns one and two and our local team in column three.



## Training and Professional Development

Please see [Page 8](#) under [Backup Plans / Staff Replacement](#) for details on how Commute promotes from within a qualified and experienced team to fill open positions.

Please see [Page 31](#) under [3. Project Personnel](#) for more information on YCIPTA's qualified and experienced account management team.

## Service Continuity

Commute with Enterprise has read and understands this provision. Please see [Page 40](#) under [7. Exceptions](#) for more details on exceptions taken for this section.

## Warranty

Please see [Page 13](#) under [Maintenance Procedures](#) for more information on warranty handling.

## Safety, Accidents and Incidents

Commute with Enterprise operates a program like this for YCIPTA currently.

Please see [Page 22](#) under [Record Keeping on Vehicles](#) and [National Transit Database \(NTD\) Reporting](#) for more details on reporting provided to YCIPTA.

## Accident Reports

We can provide initial accident reports to YCIPTA within two business days. We will update YCIPTA as we gain more information about individual accidents.

## Liability Claims

Enterprise will manage the repair of our owned vehicles through our network of local repair vendors, all of which are approved based on their ability to meet Original Equipment Manufacturer (OEM) standards for maintenance and repair. All vendors are required to provide proof of insurance and to comply with state and federal laws related to the management of their business. Administration of first-party physical damage claims will be handled by Enterprise's internal Damage Recovery Unit (DRU). Third-party liability claims will be handled by Enterprise's internal Rental Claims Services Team. Occasionally claims will be serviced by a qualified third-party administrator, currently Sedgwick Claims Management Services, Inc. This vendor, which is based in Cleveland, Ohio, is approved by our insurance carrier to provide claims management services.

## Property Damage

Commute with Enterprise has read and understands this provision.

## Accidents/Incidents Notification Requirement and Process

Please see [Page 26](#) under [Accident Reports](#) for more details.

### Vehicle Specifications and Servicing

Commute with Enterprise purchases vehicles straight from the manufacturers to keep our customers in cleaner, trendier ways to get to work. We will provide a variety of factory-equipped and after-market conversion vans appropriate for vanpools.

Our large fleet allows us to provide loaner or replacement vehicles to our customers quickly, getting them back on the road sooner and reducing the level of inconvenience to the vanpool group. We are continuously adding new, exciting vehicles to our Commute fleet. Below are examples of options we can provide. This is not a complete list and actual vehicles provided are contingent on regulations such as Buy America. Please see the pricing section for specific options proposed for this procurement.

SUV	Minivan	Large Van
Nissan Pathfinder	Toyota Sienna	Ford Transit
Dodge Durango		
Ford Explorer	Dodge Caravan	
VW Atlas		

Commute with Enterprise will guarantee contract compliance with regard to vehicle color and graphics used on the YCAT program vehicles. Vanpool groups may choose from a number of vehicles, all of which will be compliant with the YCAT program requirements.

Federal Motor Vehicle Safety Standards (FMVSS) are updated annually, and the size and flexibility of our fleet allows us to respond to any potential safety issues such as recalls faster than any other provider.

#### Storage of Vehicles

Please see [Page 23](#) under [Storage of Fleet Vehicles](#) for more details.

#### Preventative Maintenance

Please see [Page 13](#) under [Vanpool Maintenance](#) for more details on our maintenance program and our vehicle repair network.

#### Fleet Vehicles (YCIPTA Owned or Contractor Owned)

Please see [Page 27](#) under [Vehicle Specifications and Servicing](#) for more details on vehicles.

Please see [Page 40](#) under [7. Exceptions](#) for more details on exceptions taken for this section.

#### Period of Notice

We require 30 days’ notice from coordinators to terminate their vanpool. The local Enterprise team will market the program and analyze formation meeting information and online ride-matching data to fill spots in vans after a rider leaves the program.

#### Storage of Vehicles

Please see [Page 23](#) under [Storage of Fleet Vehicles](#) for more details.

#### Bicycle Racks

Enterprise does not supply or install vehicle additions such as bicycle racks. The additional costs for these bicycle racks would be the responsibility of YCIPTA.

#### ADA Accessibility

Please see [Page 18](#) under [Americans with Disabilities Act \(ADA\) Modifications](#) for more details.

## Maintenance and Operating Costs

Please see [Page 13](#) under [Vanpool Maintenance](#) for more details on our maintenance program and our vehicle repair network.

## Registration, License and Title

Commuter ensures all vanpool vehicles are inspected, licensed, and registered in accordance with all federal, state, and local laws. We send registration stickers at no charge by certified mail directly to the vanpool coordinator to affix to the license plate, so there is no waiting at a DMV for vanpool registration.

## Road Calls

Please see [Page 15](#) under [Road Calls](#) for more details.

## Warranty

Please see [Page 13](#) under [Maintenance Procedures](#) for more information on warranty handling.

## Vehicle Maintenance Software

Please see [Page 13](#) under [Rideshare Operating System \(ROS\) Maintenance Procedures](#) for more details on our maintenance system and [Page 22](#) under [Record Keeping on Vehicles](#) for more details on reporting.

## Preventative/Predictive Maintenance Program

Please see [Page 13](#) under [Vanpool Maintenance](#) for more details on our maintenance program.

## Subcontracted Services and Repairs

Please see [Page 13](#) under [Vanpool Maintenance](#) for more details on our maintenance program and our vehicle repair network.

## Tire Purchasing and Maintenance

Please see [Page 15](#) under [Tire Purchasing and Maintenance](#) for more details.

## Maintenance Fees/Costs

Please see [Page 22](#) under [Record Keeping on Vehicles](#) for more details on reporting.

## Driver Selection and Group Formation

Please see [Page 19](#) under [Driver Requirements](#) and [Driver Training](#) and [Page 23](#) under [Driver Agreements](#) and [Back-Up Drivers](#) for more details on vanpool drivers.

Please see [Page 40](#) under [7. Exceptions](#) for more details on exceptions taken for this section.

## Vanpool Requirements

Our vanpools are compliant with the FTA definition of a vanpool, meaning they must have at minimum seven seats (including the driver) and must be used 80 percent of the time for the commute-to-work trip. Additionally, we must be compliant with IRS Section 132(F), which incorporates the FTA definition and adds 50 percent ridership requirements. Our underwriting requirement for drivers maintains that they must be at minimum 25 years old. We do not allow the use of the vanpools as service for hire. Vanpools may not be used to transport school-aged children to a school function. These requirements cause challenges providing vanpools for students (elementary or college), job training groups, day care centers, and churches, social service agencies, temporary staffing agencies, and charter schools, unless employees are using vanpools to get to those jobs. We do not have any challenges providing ADA accommodations for persons with disabilities who wish to vanpool for commuting purposes.

## Personal-Use Miles

Enterprise offers drivers a set amount of personal-use miles per month as part of our standard offering. This may be limited for lower-mileage vanpools (less than 800 commute miles per month) to ensure they remain compliant with federal guidelines.

## Termination

Please see [Page 27](#) under [Period of Notice](#) for more information on terminating a vanpool.

## Mileage Charges

Please see [Page 34](#) under [Pricing](#) for more information.

## Customer Services – Complaint Resolution

A comfortable commute is paramount to our service. If there are any issues with our products or services, such as vehicle performance, vehicle replacement, billing issues, personal matters, or other concerns, we will address the issue as quickly as possible.

A list of customer service contact information will be provided to the coordinator of the program upon delivery of the vehicle.

### Collecting Complaints

We always have our Commute logo and partner agencies' information. Therefore, complaints may come in via phone or email to Commute or the partner agencies and are easily directed to the appropriate Enterprise staff member to respond quickly. In some instances, our toll free number 800-VAN-4-WORK is also utilized on vehicle decals. The 800 number is an easy way for anyone to directly contact the local Commute team.

Our local representative, will log all calls and complaints concerning YCAT vanpools, take appropriate action, and provide a summary report each month to YCIPTA.

## Accounting and Auditing

Please see [Page 16](#) under [Billing and Financial Administration](#) for more details on billing and financial records.

### Financial Information on Enterprise Mobility

Ranked in terms of revenue among the largest on the *Forbes* America's Largest Private Companies list, Enterprise Mobility is unparalleled in size, strength, and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry. This has made us an investment-grade car rental company. Our current credit ratings are as follows: Standard and Poor's — A-, Moody's — A3.

Please see [Page 5](#) under [Financial Stability](#) for more details.

## Project Management and Coordination (YCIPTA's Expectations of Contractor)

Commute with Enterprise has read and understands this provision.

### Authorization

Commute with Enterprise has read and understands this provision.

### Coordination

Please see [Page 6](#) under [Account Management](#) and [Page 7](#) under [Administrative Support](#) for more details and [Page 24](#) under [Quarterly Account Review](#) for details on meeting with YCIPTA.

## Work Plans and Task Requests

Commute with Enterprise has read and understand this provision. Please see [Page 40](#) under [7. Exceptions](#) for more details on exceptions taken for this section.

## Quarterly Review Process

Please see [Page 24](#) under [Quarterly Account Review](#) for more details.

## Interface with YCIPTA

Our team of seasoned travel management experts will be committed to managing the YCAT vanpool program. They will oversee the implementation and management processes, with additional support coordinated from administrative staff. Our process ensures the most efficient implementation and maintenance of your program.

## Staff Training and Familiarization

A strong working relationship with YCIPTA and joint communication to the YCAT vanpool groups will be the key to your program's success. Please see [Page 82](#) for a [Sample Project Schedule Timeline](#).

## Reports and Deliverables

Our team at Enterprise fully complies with and monitors:

- Federal Transit Administration (FTA) & Federal Highway Administration (FHWA) requirements
- Infrastructure Investment and Jobs Act (IIJA), State and Local legislation (where applicable)
- All other transit program requirements and policy pertaining to vanpools.

Our team of experts will work from the corporate down to the local level, ensuring that our customers are receiving the maximum possible funding and meeting all reporting requirements. Our goal is to save you money and simplify the vanpool experience for YCIPTA and YCAT commuters.

### Collecting and Reporting Auditable Data

As previously mentioned, Commute is run on a proprietary operating system that was purpose built for the unique aspects of managing vanpools. All aspects of our vanpools including riders, driver approvals, vehicle maintenance, billing, and more is integrated into a single system. This allows us to comply with all reporting requests for this program.

Not only can the Enterprise team update and maintain rider information, but our riders can also manage many aspects of their vanpools via our online participant portal. Commute developed a mobile app for our customers that has proven successful since its relaunch in November 2018. The app allows ride matching amongst existing and potential groups and allows vanpool coordinators to input rider log data for National Transit Database (NTD) and other reporting requirements directly from their smartphones, saving time and effort. By using the app or our website, eliminated the need for paper log sheets and time-consuming data submission.

Commute has multiple methods for collecting mileage from our vanpools, including for programs that require collection of NTD data. Our systems estimate the current mileage of each vanpool daily. All vanpool drivers have access to this information on our website and update the actual odometer reading of their vehicle on a regular basis. In addition, we can require mileage to be entered at the gas pump for an additional point of validation.

For those without internet access or for technologically adverse participants, we will work with them on an individual basis to determine the best process to input vanpool data. As a company that values technology, we have developed several systems for easily inputting monthly reporting data but understand that not every vanpooler's situation allows for easy access to those online functions.

### Annual Reporting

Commute with Enterprise agrees to provide YCIPTA with an annual report. Commute with Enterprise will work in coordination with YCIPTA to ensure the reports are compliant with YCIPTA, FTA, and NTD reporting requirements.

### Additional Reporting Information

Please see [Page 85](#) under [Sample Reporting](#) for more details.

Please see the following pages for more information on reporting provided to YCIPTA on these topics:

- [Page 22](#) under [Record Keeping on Vehicles](#)
- [Page 22](#) under [National Transit Database \(NTD\) Reporting](#)
- [Page 23](#) under [NTD Analysis and Reporting](#)
- [Page 24](#) under [Monthly Reporting](#)
- [Page 26](#) under [Accident Reports](#)

### Miscellaneous Project Requirements

Commute with Enterprise has read and understands this provision. Please see [Page 40](#) under [7. Exceptions](#) for more details on exceptions taken for this section.

## 3. Project Personnel

### Key Personnel

#### Local Team

##### Kieran Noe – Commute Branch Manager

Kieran Noe began her Enterprise career in 2015 as a Management Trainee in the Daily Rental division. In 2017, she joined the Commute with Enterprise division as a Commute Branch Operations Specialist and provided excellent customer service to more than 175 accounts. She was responsible for day-to-day operations such as facilitating vanpool starts, vehicle/driver switches, maintenance issues, roadside assistance and loaner vehicles.

In 2019, she was promoted to Commute Assistant Manager and worked closely with Valley Metro's Commute Solutions Vanpool Program Coordinator to fulfill operational needs for the Valley Metro vanpool program. This included sending monthly activity reports, fleet reporting, and NTD reporting. Kieran was also responsible for all operational aspects of the Valley Metro Vanpool Contract which includes maintenance scheduling, billing issues, fleet logistics and customer service. Furthermore, she offers support to Valley Metro marketing efforts by attending Employer outreach events and Employer Vanpool Fact-Finding calls scheduled by Valley Metro. In November 2022, she was promoted to Commute Branch Manager.

Kieran graduated from the University of Arizona with a Bachelor of Science in Biology focusing on environmental sustainability and climate change. Since joining the Commute with Enterprise team, Kieran has been excited to promote vanpooling and reducing the amount of single occupant vehicles on the road to improve air quality in Maricopa County. She hopes to continue using her knowledge of environmental sustainability to grow the vanpool program and educate customers and employers on the importance of having robust Trip Reduction Programs.

##### Becky Carlson – Group Commute Manager

Becky Carlson has been working in the transportation community for 17 years. Becky started as the Project Manager with vRide, now Enterprise, in Phoenix, Arizona managing the Valley Metro vanpool contract. Shortly afterwards, Becky became the Regional Business Manager for the Southwest Region where she led 15 offices and over 4,000 customers throughout New Mexico, Arizona, Nevada, California, Oregon, Alaska and Hawaii. She oversaw the management of several agency and TMA contracts as well as several private employer contracts within the region. Becky is dedicated to operational excellence and customer experience. Her region has always ranked in the top five largest vanpool programs in the company.

Currently, Becky is the Group Commute Manager for Enterprise. She oversees the PAG, YCAT, NAIPTA and the current Valley Metro vanpool contract in the state of Arizona.

Becky has been a part of the Association for Commuter Transportation (ACT) for 14 years and has assumed a leadership role within her local chapter as Vice President in 2016-2017. She is also involved in Women's Transportation Seminar (WTS) and has gone through their mentorship program to advance women in the transportation industry. Becky is often called upon to participate in internal committees through her employer that are designed to enhance the customer experience.

#### Corporate Team

##### Michael Sellers – Sales Executive

Michael Sellers has been with Enterprise since 2021, joining the Commute team in April 2025. Michael oversees all programs south of the Salt River in Arizona, spanning from central Phoenix all the way to the border. Michael is tasked with generating new employer partnerships, managing and communicating with existing partnerships, and attending networking events across Southern Arizona.

##### Cash Domnik – Sales Manager

Cash Domnik has been with Enterprise since 2017. After joining the Commute team in 2020, Cash had great success as a Sales Executive in San Diego and was later promoted to Sales Manager in 2024, relocating to Chandler, AZ. He now oversees a team of five Sales Executives spanning Arizona, SoCal, and Hawaii. He is tasked with oversight of new employer partnerships and expansion of existing employer partnerships to increase vanpool count and participation. Cash spearheads our external networking presence and is involved in economic development efforts throughout his territory.

### Chuck Welek – Director of Sales

Chuck Welek is the Director of Sales for the Commute Division overseeing our sales team for the West Coast. Chuck has been with the Commute Division for 10 of his 25 years with Enterprise. His role with the SANDAG program would continue to be supporting the San Diego sales team from the corporate office with marketing, legal, technology, and reporting resources for new and existing vanpool programs.

Prior to joining the Commute team, Chuck worked his way through the Daily Rental division serving as an Area Rental Manager for three years and a Senior Business Rental Sales Executive for five years. This blended experience is valuable in bringing the sales and operations teams together along with our customers to create win-win-win scenarios.

### Sarah Garth – Commute Account Manager: Public Sector

Sarah Garth graduated from Murray State University in Murray, KY in 2014 with a bachelor's degree in liberal arts and a minor in English. Sarah started her career with Enterprise Holdings as a Management Trainee in 2015. From 2015-2019, she successfully managed several rental operations. In 2019, she was promoted to Business Rental Account Manager where she managed business rental contracts with corporate partners across Eastern Kentucky. In August 2022, Sarah was promoted to Public Sector Account Manager and is responsible for creating and expanding public sector partnerships across the southern United States.

### Cheryl O'Connor – Corporate Commute Manager: Public Sector

Cheryl O'Connor has been in the Transportation Demand Management (TDM) industry for more than 15 years and specifically in the vanpool segment for more than 11 years. She brings Commute with Enterprise and our partners a wealth of knowledge about not only ride sharing but also creating a complete transportation toolbox through a mix of transportation modes.

All of Cheryl's time is dedicated to contracting for vanpools. She served on the National Board of Directors for the Association for Commuter Transportation (ACT) for six years and is a fellow of ACT Leadership Academy, class of 2009. A 40 Under 40 Award recipient, she is also involved at the local chapter level of ACT as well as the Membership Director for the Washington State Rideshare Organization (WSRO) board of directors, AMPO, APTA, and other national and local transportation advocacy associations.

Cheryl holds a bachelor's degree in business administration from Stetson University and a Master of Business Administration from St. Edward's University.

### Dion Beuckman – Corporate Rental Manager

Dion Beuckman began his career in Southern California in 2004. Over the years he has held various management positions across operations, business development, business management, and technology, including overseeing Commute's centralized NTD reporting function. He moved to St Louis in 2011 to lead the team developing the next generation of systems for Commute with Enterprise. Before moving to St. Louis, he had business management responsibility for our largest Commute market in Southern California.

In 2014, Dion transitioned from leading the technology team to overseeing U.S. operations and sales for Commute. With the acquisition of vRide in 2016, Dion spent 18 months focused on the merger of the two operations.

Since 2018, Dion has been in his current role overseeing Commute with Enterprise operations on the West Coast. He works closely with the operating groups and the Corporate team to provide direct support and guidance to local teams. In addition to his primary role supporting our operations, Dion remains engaged in the industry and sits on the Association for Commuter Transportation's Public Policy Committee.

### Melissa Banigan – Assistant Vice President

As Assistant Vice President, Melissa supports the Commute with Enterprise division in developing strategy, sales, and additional enhancements for our programs. She works with teams across North America to share ideas and best practices for implementing successful programs and processes to grow Commute with Enterprise.

Melissa began her Enterprise career as a Management Trainee in 1994 in Portland, Oregon, and then promoted to branch management and business rental sales before becoming the Director of Business Rental Sales in 2000. Three years later in 2003, she ran the Business Rental Program in the Dallas, Texas area and again from 2007 to 2013 as the Sales Director in Wisconsin.

In June 2013, Melissa moved to the company's corporate headquarters in St. Louis as Corporate Rental Manager for the Enterprise CarShare Division, overseeing the North American operations. Melissa was then promoted to Corporate Rental Manager in 2016 of Commute with Enterprise and then Director of Sales soon after and now oversees all sales activities for the division as Assistant Vice President.

### **Subcontractors**

Commute with Enterprise does not utilize subcontracts for vehicles or account management.

### **Project Personnel Hours of Work**

Your account management team will dedicate the time necessary to maintain a healthy program for YCIPTA and YCAT.

## 4. Project Costs

### Advance Subsidy

Commuter with Enterprise agrees to advance the stated subsidy to the vanpool groups to directly buy down the cost of vanpool service for the vanpool groups.

The costs to the vanpool groups for traditional vanpools will be the remaining monthly rental rate, fuel, and applicable taxes and fees after the agency subsidy and any applicable financial assistance from employers has been deducted from the invoice.

### Pricing

The monthly cost is based on the vehicle option chosen by a YCAT group, ridership, commute length, any added features chosen by the group, and fuel usage. Once these factors have been identified and the monthly vehicle cost has been established, Commuter will work with YCIPTA to determine the proper subsidy funds available to help reduce the direct expense of the ridership. Once subsidies have been determined the total amount of the subsidy is applied to the monthly vanpool group invoice to reduce the cost.

Rates are exclusive of taxes, fees, surcharges and other optional products that may be included in the delivery of the YCAT Vanpool Program.

Please see the pricing table on the following page.

<u>Mileage Range</u>	<u>MRTM</u>	<u>Non-Hybrid Mini Van</u>	<u>Hybrid Mini Van</u>	<u>7/8 Pass SUV/Crossover</u>	<u>8, 9, &amp; 10 Transit Van</u>	<u>12 Passenger Full Size Van</u>	<u>15 Passenger Full Size Van</u>
<b>0 - 2000</b>	<b>2000</b>	\$1,400.00	\$1,550.00	\$1,400.00	<i>Quoted based on availability.</i>	\$2,000.00	\$1,900.00
<b>2001 - 2500</b>	<b>2500</b>	\$1,525.00	\$1,650.00	\$1,500.00		\$2,100.00	\$2,000.00
<b>2501 - 3000</b>	<b>3000</b>	\$1,650.00	\$1,750.00	\$1,600.00		\$2,200.00	\$2,100.00
<b>3001 - 3500</b>	<b>3500</b>	\$1,775.00	\$1,850.00	\$1,700.00		\$2,300.00	\$2,200.00
<b>3501 - 4000</b>	<b>4000</b>	\$1,900.00	\$1,950.00	\$1,800.00		\$2,400.00	\$2,300.00
<b>4001 - 4500</b>	<b>4500</b>	\$2,025.00	\$2,050.00	\$1,900.00		\$2,500.00	\$2,400.00

*Rates are exclusive of taxes, fees, surcharges, and other optional products that may be included in the delivery of the service to Eligible Renters*

*Mileage bands exceeding 4,500 miles per month will be quoted on an individual basis.*

## 5. Experience and References

### References

#### San Antonio Metropolitan Transit (VIA)

**Contact Name:** Albert Gonzales

**Address:** San Antonio, TX

**Phone Number:** 210-362-2408

In 2006, VIA issued an RFP for the start-up of a subsidized vanpool program. With multiple providers responding, Commute with Enterprise was chosen as the exclusive provider for the program. Since beginning the program VIA and Enterprise have partnered in working with entities such as the City of San Antonio, Toyota Manufacturing and Boeing along with multiple local universities. Commute and VIA have also expanded their service area to local businesses in eight surrounding counties. VIA just recently renewed their contract with Commute with Enterprise through 2027.

#### El Paso County

**Contact Name:** Reyna Mayorga,

**Address:** El Paso, TX

**Phone Number:** 915-549-1149, 915- 549-2015

**Email:** RMayorga@epcounty.com

EL Paso County has sponsored the Vamonos Vanpool program in the El Paso area in partnership with Commute since 2015. Together, Commute with Enterprise and El Paso County provide all the services necessary to enjoy a comfortable, convenient, and economical commute to work. Vamonos Vanpool has seen growth in the program and continues to work with Enterprise with 135 vanpools in the program currently.

#### Regional Transportation Commission of Washoe County (RTC)

**Contact Name:** Scott Miklos

**Address:** Reno, NV

**Phone Number:** 775-348-0400

**Email:** spudmiklos@msn.com

The RTC VANPOOL Program is a component of RTC SMART TRIPS, the regional trip reduction program in Washoe County, and is funded by the RTC. The RTC operates the program to reduce traffic congestion and improve air quality. Commute with Enterprise provides turnkey vanpool operations to RTC. To participate in the Program, vanpools must begin, end, or traverse through Washoe County, Nevada for their commute. RTC subsidy is \$500 per van per month. The program currently has 284 vans. The current contract ends in 2027.

### Ability to Complete Scope of Work

As previously mentioned, your account management team has the ability to dedicate the time necessary to maintain a healthy program for YCIPTA and YCAT.

## 6. Insurance Documents

Please see the following pages for the Certificate of Insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, LLC. 800 Market Street, Suite 1800 St. Louis, MO 63101		<b>CONTACT NAME:</b> Marsh   U.S. Operations	
		<b>PHONE (A/C, No., Ext):</b> 866-966-4664	<b>FAX (A/C, No):</b> 212-948-0811
		<b>E-MAIL ADDRESS:</b> StLouis.CertRequest@Marsh.Com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
CN101321765-Comm-GAW-25-26      50VP    EHI		<b>INSURER A:</b> The Travelers Indemnity Company of Connecticut	25682
<b>INSURED</b> Enterprise Holdings, Inc. 600 Corporate Park Drive St. Louis, MO 63105		<b>INSURER B:</b> Travelers Property Casualty Company of America	25674
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-011155173-01      **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE   <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Fire Damage (Any One Fire)  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY   <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HC2E-GLSA-474M7351-TCT-25	09/01/2025	09/01/2026	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 15,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COMMUTE <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			HC2ECAP-475M147A-TCT-25 Commute Units Only	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED   <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-8P765351-25-NC-R (WI,MA)	09/01/2025	09/01/2026	<input checked="" type="checkbox"/> PER STATUTE   <input type="checkbox"/> OTHER	
B		Y/N		HWXJUB-474M7074-TIL-25 (OH)	09/01/2025	09/01/2026	E.L. EACH ACCIDENT	\$ 1,000,000
B		N	N/A	UB-8P137346-25-NC-T (AOS)	09/01/2025	09/01/2026	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
				*SEE ATTACHED*			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: T-000053 GPBR: 50VP Street Address: 4100 W Galveston St Chandler AZ 85226

## CERTIFICATE HOLDER

YCIPTA  
Attn: Shelly Kreger, Transit Director  
2715 East 14th Street  
Yuma, AZ 85365

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marsh USA LLC*

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA, LLC. ♦		NAMED INSURED Enterprise Holdings, Inc. ♦ 600 Corporate Park Drive ♦ St. Louis, MO 63105	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

♦  
 Workers' Compensation Continued: ♦

♦  
 Carrier: The Standard Fire Ins. Co. ♦  
 Policy #: UB-3S878596-25-NC-F (Excess MN) ♦  
 Effective Date: 09/01/2025 ♦ Expiration  
 Date: 09/01/2026 ♦

♦  
 Workers Compensation coverage for employees in Puerto Rico and in the States of North Dakota, Washington and Wyoming is provided through the Monopolistic State programs. Workers Compensation coverage for employees in Ohio is self-insured. Workers Compensation policy# UB-8P137346-25-NCT provides Employers Liability for all States with the exception of Wisconsin. Policy# UB-8P765351-25-NCR provides Employers Liability for Wisconsin. ♦

## 7. Exceptions

Please see the following pages for our exceptions.

## YCAT Vanpool Program Exceptions

We respectfully request that all instances of “lease” are replaced with “rental” or “lease/rental” to accurately reflect the nature of the transactions.

To avoid any confusion regarding the current program structure, please remove any reference to agency owned vehicles.

### OBJECTIVE OF THIS RFP & SCOPE OF WORK

#### 1. Page 8. Vanpool Maintenance

We request to strike the following language as it is inapplicable to the structure of our turn-key vanpool service:

“Describe the vanpool maintenance resources and efforts proposed for maintaining existing vanpools, including new rider solicitation and support options. ~~Once annually, within 15 days of the expiration of the Agreement year, Contractor shall reconcile maintenance fees collected from vanpool groups vs. maintenance fees expended.~~”

#### 2. Page 10. Operating Requirements.

Commute with Enterprise does not require a credit check for individual participants. We request to strike the following requirement:

~~“Conducting a credit check to ensure a responsible entity (driver, rider or employer).”~~

#### 3. Page 10. Operating Requirements.

Commute with Enterprise’s underwriting requirements include ~~an~~ MVR check and possession of a valid US drivers license for at least 5 years. Therefore we request the following revision:

“Conducting **Motor Vehicle Record checks for all vanpool drivers.**” ~~driving record checks through Arizona MVD for all drivers.~~

#### 4. Page 10. Operating Requirements.

We currently compile ridership information on a monthly and annual basis and provide it to YCAT in the required NTD format. We request to maintain this process and therefore request the following changes to this language:

“National Transit Database (NTD) reporting, **audited and provided to YCIPTA on a monthly and annual basis in the required NTD format.** ~~to the Federal Transit Administration reviewed and approved by YCIPTA.~~”

#### 5. Page 11. Operating Requirements.

Vanpool vehicles are rented directly to the Coordinator, and approved drivers sign a driver agreement. Therefore we request the following change this this section:

“Provision of a ~~driver and back-up driver~~ **Coordinator** agreement (a.k.a ~~lease-rental~~ agreement with a 30 day termination provision).”

#### 6. Page 11. Passenger Fares and Fare Collection.

While we are open to a non-exclusive contract, we cannot agree to providing the same rates as alternative providers due to differences in vehicles, service levels, and operating structure. Therefore, we request the following revision:

“Vanpool Fares are set by Contractor and are calculated separately for each type van based on the monthly commute mileage. Proposals should include a spreadsheet detailing the cost for: insurance, maintenance, and any other associated cost for each type of van at established monthly mileages. ~~YCIPTA may require that fares be the same between multiple contractors to provide a balanced level of costs to the vanpool~~”

group.”

7. Page 11. Passenger Fares and Fare Collection.

We will be entirely responsible for collecting fares from passengers, security of these funds, and reimbursement of expenses to driver, and disbursements of funds under this Agreement. However, we request to include the following language:

“Contractor is to be entirely responsible for collecting fares from passengers, security of these funds, and reimbursement of expenses to drivers, and disbursements of funds under this Agreement. The Contractor shall be required to establish records and books of account in accordance with generally accepted accounting principles, and make all financial records **relevant to this contract** available for review and audit.”

8. Page 13. Service Continuity.

We will do our due diligence in transitioning the program should YCIPTA choose to do so, however we cannot contractually agree to training another vendor on our processes or facilitating the hiring of our employees by another provider. Therefore, we respectfully request the following revision to this section:

“Contractor should, upon YCIPTA’s written notice , (1) furnish phase-in, phase-out services for up to 60 days after this Agreement expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase -in, phase--out services required. The plan shall specify a ~~training program and~~ a date for transferring responsibilities for each division of work described in the plan, and shall be subject to YCIPTA’s approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

~~Contractor should allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.”~~

9. Page 14. Safety, Accidents and Incidents.

We request the following revision to this language:

“Contractor shall inform YCIPTA ~~immediately~~ **promptly** of all major incidents and provide a full written preliminary report of each major incident to YCIPTA within ~~24 hours~~ **two (2) business days**. Contractor shall provide an interim incident report within 15 days of the incident. A final report shall be submitted at the conclusion of the investigation. Contractor shall provide the monthly report of safety incidents required by NTD no later than the 10th day of the month following the reporting period.”

10. Page 14. Safety, Accidents and Incidents. Property Damage

We request the following revision to this language:

“In the case of damage to YCIPTA property caused by Contractor, their Subcontractors or anyone acting as agents of Contractor, Contractor shall inform YCIPTA ~~immediately~~ **promptly** of said property damage, provide any incident investigation reports, police reports, property damage reports and photographs, and work with the YCIPTA to resolve the property damage claim. YCIPTA reserves the right to obtain their own appraiser for the purposes of valuing YCIPTA property.”

11. Page 14. Safety, Accidents and Incidents. Accidents/Incidents Notification Requirement and Process.

We request the following revisions to this language in order to feasibly comply with this requirement:

“For purposes of reporting accidents to YCIPTA, accidents are defined per the Federal Motor Carrier Safety Administration (FMCSA) Regulation Part 390.5 Definitions. Contractor shall notify YCIPTA ~~immediately~~ **promptly** of all accidents involving vehicle damage, property damage, passenger injury or fatality, an emergency or other non-routine event. The Contractor shall follow up with specific details from the accident or incident investigation ~~within three (3) hours from the time YCIPTA was originally notified~~ **as soon as reasonably possible**. The Contractor shall prepare all reports as required, including pictures, ~~and compress into a file that does not exceed 10 megabytes,~~ for delivery to YCIPTA. The file shall be labeled in order of: Vanpool number, date and Driver Name. Contractor shall comply with all applicable laws and regulations as required under this Agreement.

12. Page 15. Vehicle Specifications and Servicing

We respectfully request the following revision, as it is our understanding the YCIPTA will not be providing vanpool vehicles under this contract.

“At a minimum, Contractor will provide a combination of new or used eight, nine, twelve, fourteen, and fifteen passenger vans. ~~At its sole discretion, YCIPTA may procure new vehicles through a competitive process separate from this Agreement.~~ The Contractor is responsible and should describe how all vehicles (Contractor owned ~~or YCIPTA owned~~) will be stored.”

13. Page 15. Fleet Vehicles (YCIPTA Owned or Contractor Owned)

We request the following revision, as our fleet changes consistently based on new model years.

“All vehicles will meet or exceed any and ~~all specifications, and configurations as specified in any other YCIPTA document circulated for competitive bids.~~ The life cycle for the vehicles shall be at least four years or 100,000 miles, pursuant to FTA regulations. ~~Contractor shall be required to keep vans in operational service beyond these minimum requirements at the sole discretion of YCIPTA.~~ Any and all YCIPTA owned vehicles retired from service shall be removed in accordance with YCIPTA Purchasing Policy. Contractor will be responsible for pre-disposal records filing, and removal from service.”

14. Page 15. Fleet Vehicles (YCIPTA Owned or Contractor Owned)

Since all the vehicles operating in the program will be Contractor Owned, and Enterprise maintains responsibility for our assets we request to delete this portion of this provision:

~~Contractor shall provide a solution to parking and storage of out of service vehicles in a well secured, fenced and lighted area. Access to the area will be limited to authorized personnel only but will need not be part of office space for project manager and staff.~~

15. Page 15. Fleet Vehicles (YCIPTA Owned or Contractor Owned)

We respectfully take the following exception to this provision:

"Fleet vehicles provided by Contractor shall have ~~an option for bicycle racks and~~ ADA accessibility, if requested by the vanpool group."

16. Page 17. Driver Selection and Group Formation.

We request the following revision to this section to align with the standardized underwriting requirements of our vanpool driver coverages. In addition, many military vanpool participants are not required to update their driver's license when they are stationed in a new state.

"The work plan must describe how vanpool drivers and back-up drivers will be selected, the selection criteria, training procedures, and proposed driver and passenger agreements. The selection requirements should also include verification that all drivers have acceptable driving records, showing no more than three moving violations or ~~one~~ at fault accidents in the past three year period, a valid ~~Arizona or California~~ US driver's license and state any minimum age requirements for primary and alternate drivers. (Arizona law does not require a chauffeur or commercial driver's license to operate a 15- passenger (or smaller) vanpool.)"

17. Page 17. Driver Selection and Group Formation. A

We request the following changes to this language. Our standard personal mileage allowance is 200 miles per van per month to help ensure compliance with 132(f). Mileage is tracked in total for the purposes of contracted mileage. In addition, we do not promote drivers riding for free. Promoting an equitable share of both driving responsibilities and costs leads to much healthier, long-term vanpools.

"Driver benefits: ~~The Primary~~ Approved Drivers will be allowed free personal use of the van ~~calculated by the difference between the monthly commute miles and the contract mileage -- up to 300~~ 200 miles per month. The driver will be expected to pay for gasoline used during personal use. ~~Any unused personal miles in a monthly billing cycle will carry over to the next month, therefore personal miles accumulate. It is suggested that the Primary Driver gets to ride for free.~~"

18. Page 17. Driver Selection and Group Formation. C.

We request to strike the following section, as excess mileage handling is built into our contracts and does vary over time and by vehicle type.

~~"A twenty five cent per mile charge is levied monthly for mileage in excess of billed contracted mileage. Operating vanpools will be notified within 10 days for excess mileage charges. Any mileage fees levied by Contractor for mileage in excess of billed contracted mileage shall be summed and included in vehicle maintenance revenue and subject to the Maintenance Fees/Costs paragraph above."~~

19. Page 10. Work Plans and Task Requests.

We request the following addition to this section to ensure feasibility of this requirement.

"The Contractor shall submit written work plans and task requests for YCIPTA's approval, as applicable, concerning operation of vanpools, including program administration, business development, and services including all of the elements of these functions described in this scope of services, the Contractor's proposal to the extent accepted by YCIPTA, YCIPTA requests and Contractor's recommendations for operation of vanpool. YCIPTA will review and respond to official work plans and task requests submitted by Contractor to reject, approve or partially approve plans or requests within 30 calendar days of receipt from Contractor, or within 14 calendar days of receipt

from Contractor if identified as an emergency work plan or request by Contractor or YCIPTA. Work Plans are intended to cover all operations for a designated period. Task Requests are intended to provide supplemental authorization for individual tasks that may be required in addition to the Work Plan”

20. Page 19. Accounting and Auditing.

Our standard record retention is seven years. Therefore we request the following addition to this provision:

“For the purposes of record retention requirements, each renewal term shall be considered a new contract period.”

21. Page 19. Accounting and Auditing.

As a privately held company, we respectfully take exception to the following requirement:

~~“Also, include an audited copy of both your company's Balance Sheet and Statement of Earnings for its last completed Fiscal Year in the proposal.”~~

22. Page 22. Status Reports.

The vast majority of this information is included in our monthly and annual NTD reporting process. Any additional information requested by YCIPTA may be provided on an Ad Hoc basis.

<del>Driver name</del>	<del>Employer</del>	<del>Employer phone number</del>
<del>Home address</del>	<del>Email for primary driver</del>	<del>Van number</del>
<del>In service date of Van</del>	<del>License plate number</del>	<del>Van type</del>
<del>Model year</del>	<del>Daily round trip mileage</del>	<del>Number of riders</del>
<del>Odometer reading</del>	<del>Total van cost</del>	<del>Subsidy amounts</del>
<del>Itemized van costs</del>	<del>Driver switches</del>	<del>Equipped with bike rack Y/N</del>
<del>New van starts</del>	<del>Van terminations</del>	<del>Current inventory</del>
<del>Total fleet status</del>	<del>Fleet size (in &amp; out of service)</del>	<del>Numbers of riders</del>
<del>Fleet rider capacities</del>	<del>Commute mileage</del>	<del>Personal mileage/Excess Mileage Fee</del>
<del>Fuel consumption</del>	<del>Fuel costs</del>	<del>Fare costs</del>
<del>Average fare costs</del>	<del>Vehicle miles reduced</del>	<del>Pollution saved</del>
<del>Fuel savings</del>	<del>Total fleet cost</del>	<del>Vehicle miles traveled</del>

23. Page 22. Status Reports.

We respectfully request to maintain the current reporting processes in place, and therefore request the following revision:

Monthly reports are due on or before the 15th day of the following month. A ~~quarterly and monthly~~ maintenance and maintenance exception report ~~is also required~~ **will be provided upon request**. A fiscal yearend report shall be required that summarizes the fiscal year activity.

24. Page 24. Miscellaneous Project Requirements.

We respectfully request to strike the following language as it is inapplicable to purchased vanpool service:

~~“YCIPTA requires Contractor to provide audited annual financial statements, including computations of Contractor’s burden, fringe and both field and home office overhead rates for establishing the billing rates of Contractor labor resources.”~~

25. Page 24. Miscellaneous Project Requirements.

We respectfully take exception to this provision as it is too broad, we request a conversation regarding this requirement to clarify what duties this provision entails.”

“YCIPTA may require Contractor to perform other duties deemed necessary for the effective operation of the YCAT Vanpool program.”

GENERAL TERMS AND CONDITIONS

1. Page 31. 2. Insurance.

We request the following changes to this section based on our insurance guidelines:

YCIPTA shall be furnished a copy of ~~the policy~~ **a certificate of insurance and** an endorsement that the “YCIPTA, its officers, employees, and agents are ~~named~~ included as additional insureds” ~~prior to PROPOSER commencing duties under this Agreement~~ **A evidence only certificate shall be provided prior to commencing work.** Said policy of liability insurance shall include that ~~state~~ “coverage thereunder as applied to YCIPTA, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by YCIPTA.” The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide YCIPTA with thirty (30) calendar days advance written notice of cancellation, non-renewal, or material change in coverage.

2. Page 32. 6. Assignment/Subcontracting.

We request the following revision to this section to establish mutual rights to assignment:

~~“The selected PROPOSER shall not assign or subcontract services or responsibilities without the prior written consent of YCIPTA~~ **Neither party may assign this Contract without the prior written consent of the other Party, which shall not be unreasonably withheld.”**

FEDERAL REQUIREMENTS

1. Page 38. Federal Requirements.

We have identified that many of these requirements do not apply to purchased vanpool service. However, since the requirements include “Contractor warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and issued by YCIPTA with jurisdiction in all aspect of its performance of this Agreement” we have not taken individual exception to all non-applicable clauses.

2. Page 47. Y. Breaches and Dispute Resolution

We respectfully take exception to the following because we cannot agree to representative’s decision being final.

~~“Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of YCIPTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the YCIPTA Manager. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of YCIPTA Transit Director shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision. Nothing in this section shall limit either party’s right to file a claim or pursue an appeal in a court of competent jurisdiction.”~~

3. Page 47. Y. Breaches and Dispute Resolution. Remedies.

We respectfully request the following changes to this section as we will not agree to arbitration as an initial remedy for dispute resolution.

~~“Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between YCIPTA and the Contractor arising out of or relating to this agreement or its will breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which YCIPTA is located.”~~

4. Page 49. Access to Records and Reports.

For record retention reason mentioned above, we request the following addition to this section:

~~“Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. For the purposed of record retention requirements, each renewal term shall be considered a new contract period.”~~

5. Page 65. Termination. Termination for Convenience (General Provision)

We respectfully request mutual termination rights for Convenience. Therefore, we request to strike this section and replace with the following:

~~“Either party may terminate this Agreement, without cause, upon no less than 180 days’ prior written notice to the other Party. “~~

6. Page 66. Termination. Termination for Default (Breach or Cause) (General Provision)

We respectfully request mutual termination right for Default. Therefore, we request to strike this section and replace with the following:

~~“Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement. The non-breaching Party must provide the breaching Party with written notice of such breach and a minimum of 30 days to cure such breach prior to termination. If it is determined that the Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience.”~~

7. Page 66. Termination. Opportunity to Cure (General Provision)

We respectfully request 30 days to cure a material breach. Therefore we request the following revision to this section.

“If the Contractor fails to remedy to Agency’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within (10–30) days after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor.”

## INSURANCE REQUIREMENTS CERTIFICATION

1. We respectfully request the following revision to the Insurance Requirements Certification Form

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the Contractor, its agents, representatives or employees. **The following coverages do not apply to vanpool drivers.**

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability Coverage (occurrence Form CG0001).
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, ~~Code 1 (any auto).~~
- Workers’ Compensation insurance as required by the State of Arizona (A.R.S. § 23-901, et. seq.) and Employer’s Liability Insurance.
- ~~Errors and Omissions Liability insurance appropriate to the Contractor’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.~~

### Minimum Limits of Insurance

Contractor shall maintain limits of no less than:

General Liability           \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability   \$1,000,000 per accident for bodily injury and property damage.

Employer’s Liability    \$1,000,000 per accident for bodily injury or disease.

~~Errors and Omissions Liability \$1,000,000 per occurrence~~

### Deductibles and Self-Insured Retentions

~~Any deductibles or self insurance retentions must be declared to and approved by YCIPTA, and either; the insurer shall reduce or eliminate such deductibles or self insured retentions as it pertains to YCIPTA, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to YCIPTA guaranteeing payment of losses and related investigations, claims administration and defense expenses.~~

### Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. YCIPTA, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to: **where there interests may appear for** liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respect to YCIPTA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by YCIPTA, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days' prior written notice has been given to YCIPTA ~~by certified mail, return receipt requested.~~
4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Arizona law.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-:VII, unless otherwise acceptable to YCIPTA.

#### Verification of Coverage

Contractor shall furnish YCIPTA with the ~~original~~ certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by YCIPTA, however, other forms may be acceptable so long as those endorsements conform to YCIPTA requirements. All certificates and endorsements are to be received and approved by YCIPTA before work commences. ~~YCIPTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, be submitted at any time.~~

#### Indemnification

Contractor shall indemnify and hold harmless YCIPTA and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subContractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of YCIPTA.

*I hereby certify that I have received, reviewed, and agree to abide by the insurance requirements herein.*

## 8. Certification Forms

Please see the following pages for the requested Certification Forms.

**NON-COLLUSION AFFIDAVIT FOR CONTRACTOR**

STATE OF ARIZONA

COUNTY OF YUMA

Peter Fleming declares and says:

1. That he/she is the (owner, partner, representative, or agent) of Enterprise Leasing Company of Phoenix, LLC, hereinafter referred to as (Contractor) or (subContractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in Yuma County, State of Arizona.
3. That his/her proposal is genuine, and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against YCIPTA, or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this 5/1/2026 day of April, 2026, at Chandler, Arizona.

Signed:  \_\_\_\_\_

Title: Vice President / General Manager

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**CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)**

The Enterprise Leasing Company of Phoenix, LLC (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

Signed:

DocuSigned by:  
*Peter Fleming*  
P38359728BE34B3

Title:

Vice President / General Manager

Date:

5/1/2026

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant Enterprise Leasing Company of Phoenix, LLC (Name of CONTRACTOR) certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.

**THE PRIMARY PARTICIPANT, Enterprise Leasing Company of Phoenix, LLC (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.**

Signature of Authorized Official:  Title: Vice President / General Manager

The undersigned chief legal counsel (or corporate secretary) for the Enterprise Leasing Company of Phoenix, LLC hereby certifies that the Enterprise Leasing Company of Phoenix, LLC has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary:

 Date: 4/29/2026

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Peter Fleming, hereby certify on behalf of Enterprise Leasing Company of Phoenix, LLC that:


a. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing, or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made, or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 5/1/2026 day of April, of 2026

Signature of Authorized Official:  \_\_\_\_\_  
B38359728BE34B3...

Title of Authorized Official: Vice President / General Manager

## CERTIFICATION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM/ EQUAL EMPLOYMENT OPPORTUNITY

We also note that Enterprise is neither an MBE nor WBE; however, we utilize many suppliers that certify as MBE, WBE, DBE, or similar categories and prioritize these vendors for our vanpool vehicles. We currently engage in thousands of dollars of work annually with DBEs in the state of Arizona and will include our vanpool program in the utilization of these vendors where appropriate. Because there is not an established goal for this contract, we will provide a good faith effort and report any utilization of DBEs to YCIPTA on a consistent basis agreeable by both parties.

CONTRACTOR: Enterprise Leasing Company of Phoenix, LLC

1. CONTRACTOR overall DBE participation rate: \_\_\_\_\_

2. Names/Locations of DBEs contacted by CONTRACTOR:

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3. Names/Locations of DBEs selected by CONTRACTOR:

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As stated previously, Enterprise Leasing Company of Phoenix, LLC is not an M/W/DBE and we believe that this requirement is not applicable for this procurement. However, if YCIPTA determines that it is a requirement this information can be provided at a later date.

4. CONTRACTOR work force breakdown by race and gender: TOTAL EMPLOYEES (as

of

---

): \_\_\_\_\_

JOB CATEGORIES

EMPLOYEES

Male

Female

Wht Blk Hsp Asn Nat

Wht Blk Hsp Asn Nat

Officials & Managers:

Professional:

Technical:

Sales:

Office/Clerical:

Craftsmen:

Laborers:

Service:

Note: The above DBE/EEO Affidavit is part of CONTRACTOR Proposal.  
Signing this Proposal, on the signature portion thereof, shall also constitute  
signature of this DBE/EEO Affidavit.

By:  \_\_\_\_\_

Title: Vice President and General Manager

Date: 5/1/2026

## 9. Insurance Documentation

Please see [Page 37](#) under [Insurance Documents](#) for a current Certificate of Insurance. An updated form can be provided after award of the contract to Commute with Enterprise.

Please see the following page for the [Insurance Requirement Certification](#). Please see [Page 40](#) under [7. Exceptions](#) for more details on exceptions taken for this form.

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## INSURANCE REQUIREMENTS CERTIFICATION

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the Contractor, its agents, representatives or employees. The following does not apply to vanpool drivers.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability Coverage (occurrence Form CG0001).
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, ~~Code 1 (any auto).~~
- Workers' Compensation insurance as required by the State of Arizona (A.R.S. § 23-901, et. seq.) and Employer's Liability Insurance.
- ~~Errors and Omissions Liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.~~

### Minimum Limits of Insurance

Contractor shall maintain limits of no less than:

General Liability \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability \$1,000,000 per accident for bodily injury or disease.

~~Errors and Omissions Liability \$1,000,000 per occurrence.~~

### Deductibles and Self-Insured Retentions

~~Any deductibles or self-insured retentions must be declared to and approved by YCIPTA, and either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it pertains to YCIPTA, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to YCIPTA guaranteeing payment of losses and related investigations, claim administration and defense expenses.~~

### Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. YCIPTA, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to: where there interests may appear for liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respect to YCIPTA, its officers, officials, employees and volunteers. Any

insurance or self-insurance maintained by YCIPTA, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days' prior written notice has been given to YCIPTA ~~by certified mail, return receipt requested.~~
- 4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Arizona law.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-:VII, unless otherwise acceptable to YCIPTA.

**Verification of Coverage**

Contractor shall furnish YCIPTA with the ~~original~~ certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by YCIPTA, however, other forms may be acceptable so long as those endorsements conform to YCIPTA requirements. All certificates and endorsements are to be received and approved by YCIPTA before work commences. ~~YCIPTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, be submitted at any time.~~


**Indemnification**

Contractor shall indemnify and hold harmless YCIPTA and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subContractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of YCIPTA.

*I hereby certify that I have received, reviewed, and agree to abide by the insurance requirements herein.*

Date: 5/1/2026

Contractor: Enterprise Leasing Company of Phoenix, LLC

By:  \_\_\_\_\_  
Signature

## 10. Conflict of Interest

Commute is not aware of any conflict of interest with YCIPTA or the YCAT vanpool program at this time. Commute does not represent any labor unions or any public employee bargaining agents.

# Sample Driver and Coordinator Agreements

Please see the following pages for the [Sample Driver Agreement](#) and for the [Sample Coordinator Agreement](#).

# Commute with Enterprise

## DRIVER AGREEMENT

This DRIVER AGREEMENT (this "Agreement") is made and entered into as of the date of execution on the signature page hereto, by and between Enterprise Leasing Company of Phoenix, LLC, doing business as Commute with Enterprise ("Enterprise"), and the individual whose name and address is set forth on the signature page of this Agreement (the "Driver"). Driver is further defined as an individual who has completed this Agreement and who has been approved by Enterprise in writing to operate the Vehicle and only as permitted in this Agreement. Driver agrees that electronic signatures have the same force and effect as manual signatures.

Enterprise and Driver agree as follows:

1. **Vanpool Coordinator.** For purposes of this Agreement, Vanpool Coordinator is defined as the person or entity that enters into a Vanpool Coordinator Agreement with Enterprise and signs the Vehicle Condition Checklist ("VCC") attached thereto.
2. **The Vehicle.** During the term of this Agreement and subject to the terms of the applicable Vanpool Coordinator Agreement, Enterprise will provide a Vanpool Coordinator with the use of the vehicle(s), inclusive of vehicle as equipped and furnished by the manufacturer and any equipment added by Enterprise, identified in the Vanpool Coordinator's VCC ("Vehicle"). A Vanpool Coordinator may grant use of Vehicle to an approved Driver. Enterprise may from time to time at its option substitute a replacement vehicle for the Vehicle and such replacement vehicle will then become the "Vehicle" for purposes of this Agreement.
3. **Ownership and Use of Vehicle.** Enterprise or an entity affiliated with Enterprise is the sole and exclusive owner of the Vehicle and Driver does not have any right, title or interest in or to the Vehicle except as to the use of the Vehicle subject to the terms and conditions of this Agreement and pursuant to applicable law.
4. **No Agency or Employment Arrangement.** Driver is an independent party participating with others in a vanpool/carpool arrangement and is not an agent, servant or employee of Enterprise. Enterprise is not an agent of Driver. Nothing in this Agreement shall establish any joint venture or other such relationship between Enterprise and Driver or Vanpool Coordinator.
5. **Rental Period and Driver's Rights.** The Rental Period begins on the date the first Vehicle is delivered to or is made available for pickup by the Vanpool Coordinator associated with the Vehicle and continues on a month-to-month basis until terminated under the applicable Vanpool Coordinator Agreement. Enterprise hereby agrees to allow Driver to use and operate the Vehicle as a Driver upon and subject to the terms and conditions of this Agreement. Driver understands that Enterprise may terminate Driver's right to use the Vehicle at any time with or without cause.
6. **Driver's Responsibilities.** Driver hereby consents and agrees to the terms of this Agreement. Driver hereby assumes and agrees to perform and observe all the obligations, duties and responsibilities of a Driver under this Agreement. Driver agrees that Enterprise may from time to time amend this Agreement with notice to Driver. Driver shall be responsible for prompt and complete payment to Driver's Vanpool Coordinator for Driver's portion or share of the Vanpool charges and expenses.
7. **Use of Vehicle.**
  - a. The Vehicle will be used solely to pick up, transport and deliver individuals who participate in a vanpool/carpool arrangement to and from their residences (or other similar locations agreed to by the Vanpool Coordinator, as set forth in the Vanpool Coordinator Agreement, and the passengers) and their places of employment. The Driver may use the Vehicle for occasional and limited personal use so long as the total of personal miles plus commute miles for the month does not exceed the monthly mileage allowance for the Vehicle. The Driver will, at all times, operate the Vehicle in accordance with all applicable laws, rules and regulations. Driver will not operate any Vehicle if there is any concern regarding the safe operation of such Vehicle or maintenance issues which could cause damage to the Vehicle. No smoking will be allowed in any Vehicle. A fee to clean the Vehicle's interior upon return may be charged if there are excessive stains, pet hair/fur, trash, odors or other soilage.
  - b. Driver agrees not to use the Vehicle or allow use of, the Vehicle under any of the following conditions:
    - i. Vehicle shall not be driven by any person other than an Enterprise-approved Driver.
    - ii. Vehicle shall not be operated by a Driver in the course and scope of his/her employment.
    - iii. Vehicle shall not be used for transporting persons for hire; as a school bus; for driver training or testing. The costs of the vanpool/carpool shall be borne by the participants without a profit to Vanpool Coordinator or Driver.
    - iv. Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property.
    - v. Vehicle shall not be used for: any illegal purposes; in any illegal, fraudulent, or reckless manner; in a race or speed contest; or to tow or push anything.

- vi. Vehicle shall not be used to carry passengers in excess of the number of seat belts provided with Vehicle at the time of delivery or outside of the passenger compartment.
  - vii. Driver shall not remove any seats from Vehicle.
  - viii. Vehicle shall not be driven by any person under the influence or impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
  - ix. Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and / or guidelines.
  - x. Vehicle shall not be driven or taken outside the United States unless authorized in writing by Enterprise.
  - xi. Vehicle shall not be driven, except in an emergency, upon other than paved public highways or paved or suitable graded private roads or driveways, or over bridges posted for a maximum weight of three (3) tons or less;
  - xii. Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license has become invalid; who has obtained the keys without written permission of Enterprise; or who misrepresents or withholds facts to/from Enterprise material to rental, use or operation of Vehicle.
  - xiii. Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
  - xiv. Vehicle shall not be driven outside of a two hundred (200) mile radius of the applicable Driver's home.
  - xv. Vehicle shall not be parked overnight, other than at a Driver's residence, unless so stated in the VCC.
  - xvi. Vehicle shall not be operated without the Driver making reasonable efforts to ensure that all occupants including the Driver are wearing their seat belts.
  - xvii. Vehicle shall not be used or operated to transport groups, such as church groups, scout troops, athletic teams, or any other non-profit organizations.
- c. In the event of any violation of the limits on use or any other provision of this Agreement, Enterprise automatically, without any further notice to Driver, terminates Driver's right to use Vehicle and Enterprise retains any other rights and remedies provided by law. Enterprise has the right to seize Vehicle without legal process or notice to Driver. Driver hereby waives all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Enterprise in returning Vehicle to the original rental office.
- d. If Driver continues to operate Vehicle after the right to do so is terminated, Enterprise has the right to notify police Vehicle has been stolen. Driver hereby releases and discharges Enterprise from and agrees to indemnify, defend and hold Enterprise harmless against any liability arising from such notice.
- e. If Vehicle has a seating capacity of ten (10) or more including the driver, the following is applicable:

**U.S. DEPARTMENT OF TRANSPORTATION LARGE VAN ADVISORY**

The risk of a rollover crash in a 15-passenger van dramatically increases as the number of occupants increases to full capacity. Placing a load on the roof also contributes to this increased risk of rollover. These two conditions change the van's center of gravity. As a result, the van has less resistance to rollover and handles differently from other passenger vehicles making it more difficult to control in an emergency situation. Most vehicle rollovers are single vehicle crashes in which the vehicle runs off the road and overturns when it strikes a ditch, embankment, soft soil, or other object.

**TIPS FOR PREVENTING ROLLOVER**

Drivers must be well rested and maintain a safe speed for weather and road conditions. Drivers must be especially cautious on curved rural roads and maintain a safe speed to avoid running off the road. If the van's wheels drop off the roadway, gradually reduce speed and steer back onto the roadway when it is safe to do so.

**BUCKLE UP FOR SAFETY**

Eighty percent of people killed in rollover crashes in 15-passenger vans were not wearing seat belts. Passengers can dramatically reduce their risk of being killed or seriously injured in a rollover crash by simply using their seat belts. All vehicle occupants should always wear seatbelts. Drivers should be responsible for enforcing the use of seatbelts.

**OTHER TIPS FOR SAFE DRIVING**

When a 15-passenger van is not full, passengers should sit in seats that are in front of the rear axle. More than 15 people should never be allowed to ride in a 15-passenger van. Because 15-passenger vans are substantially longer and wider than cars, they: require more space and additional reliance on the side-view mirrors for passing; do not respond as well to abrupt steering maneuvers; require additional braking time.

8. **Insurance and Risk of Loss.**

If Employer is providing automobile liability insurance, as indicated on the VCC, the provisions below in 8(a) through (c) do not apply.

- a. During the term of this Agreement, and while Vehicle is operated during Driver's
  - i. Commute to or from the Driver's regular workplace location, which shall include picking up and dropping off other passengers
  - ii. Movement of Vehicle to a maintenance or repair facility,
  - iii. Movement of Vehicle to an Enterprise location for replacement or return, or
  - iv. Movement to a refueling or car wash facility in the normal course of a commute,  
With the exception of instances wherein the VCC specifies employer insured, Enterprise will, at its expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage and Uninsured/Underinsured Motorist Coverage with no deductible in the amount stated on the VCC applicable to the Vehicle. At its option, Enterprise may provide this insurance coverage either through a third-party insurance carrier or through self-insurance.
- b. This insurance will not apply to
  - i. any obligation for which a Driver, employer or any insurance carrier may be responsible or held liable under any Worker's Compensation law or any similar law, rule or regulation;
  - ii. no fault benefits or personal injury protection (unless required by law), and the Driver expressly waives any right the Driver may have to claim these benefits from this insurance;
  - iii. any obligation assumed by a Driver under any express or implied contract or agreement;
  - iv. any liability of a Driver, or any employer of a Driver, arising while the Vehicle is being operated or used in violation of any of the terms of this Agreement; or
  - v. the extent a claim is not covered under or excluded by the applicable policy of insurance. Driver agrees that any misrepresentation, false or misleading information supplied to Enterprise or Enterprise's Representatives and/or refusal to cooperate with Enterprise or Enterprise's representatives during any claim, suit or proceeding may result in the declination of any such claim.
- c. Subject to the limits on use outlined in Paragraph 7 above, if Vehicle is used or operated for any purpose not specifically set forth in 8 (a) i-iv above, Enterprise will, at its own expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage with no deductible in the amount of the lesser of \$250,000 combined single limit per claim or the limits set forth on the VCC. Under these same circumstances, Uninsured/Underinsured Motorist coverage shall be maintained with no deductible in the amount of the lesser of state minimum limit per claim or the limits set forth on the VCC. At its option, Enterprise may provide this insurance coverage either through a third-party insurance carrier or through self-insurance.
- d. The condition of Vehicle will be documented on the VCC at time of delivery. With the exception of the items listed in 8 (i) below, Enterprise agrees, subject to the actions set forth below, to contractually waive Driver's responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence, except to the extent such loss or damage occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement, including, but not limited to, section 7 hereinabove. The Driver will be responsible for any loss of or damage to the Vehicle which occurs while the Vehicle is being operated or used by Driver in violation of any of the terms of this Agreement.
- e. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle. Driver acknowledges and agrees that no bailment is or shall be created upon Enterprise, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle. Enterprise is not liable for and Driver shall defend, indemnify and hold Enterprise harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Enterprise that in any way arises out of Driver's or passengers' failure to remove personal property, including but not limited to data or records of Driver or passengers downloaded or otherwise transferred to Vehicle. Enterprise is not responsible for and Driver releases from any claim or cause of action which may arise from a prior operator's or passenger's failure to remove any personal property, data or records from Vehicle. In addition, the Driver, to the extent allowable by law, will be responsible for all loss of or damage to the Vehicle which results from
  - i. Driver's misrepresentation of the facts to Enterprise pertaining to rental, use, or operation of Vehicle whether before or after any loss and/or damage, or
  - ii. leaving the Vehicle and failing to remove all keys (unless directly instructed to do so by Enterprise related to maintenance or a breakdown);
  - iii. otherwise aiding or abetting to the vandalism or theft of the Vehicle.

- f. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. DRIVER WILL BE HELD RESPONSIBLE FOR DAMAGES WHICH ARE NOT REPORTED TO ENTERPRISE BY THE END OF THE FOLLOWING BUSINESS DAY. Driver must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Driver shall cooperate fully with Enterprise and its representatives. Cooperation shall include, but not be limited to, consent to: (i) examinations under oath at Enterprise's or Enterprise's representatives' request and furnishing a signed statement of testimony. and; (ii) including any request for statements, written or oral, including under oath, and/or other matters Enterprise or its representatives deems related to the adjustment of any claim, suit or proceeding. Vehicle may be equipped with an Event Data Recorder (EDR), infotainment system and/or similar technology for the purpose of recording data about the operation and/or use of Vehicle. To the extent permitted by law, Driver consents to Enterprise or its representatives retrieving and using such data from the EDR or otherwise, including during the adjustment of any claim, suit or legal proceeding.
- g. The insurance and protections provided by this paragraph 8 apply only to the Vehicle and the use and operation of the Vehicle by the Driver.
- h. The Driver is responsible for the replacement of keys and/or key fobs. Additionally, if indicated as included in delivery on the VCC, the Driver will be responsible for the cost of replacing or repairing the following items:
- i. Decals, if removed without written approval from Enterprise
  - ii. Keys and Key Fobs
  - iii. Fire extinguisher
  - iv. Spare tires, inflator kits
  - v. Jacks and jack stands
  - vi. First Aid Kit
  - vii. Snow Chains
  - viii. Or any other Optional Accessories listed on the VCC
9. **Agreements of Driver. Driver agrees that:**
- a. Driver will maintain an appropriate, valid driver's license and any necessary medical certificate or certification to operate the Vehicle for its intended use required of any applicable license class and will at all times comply with all applicable restrictions contained in Driver's license, as well as in any regulatory restrictions based upon intended use.
- b. Driver's eligibility for the Commute with Enterprise Program and Driver's access to use any Vehicle may be subject to periodic checks, either manually or electronically, of the validity of Driver's official driving record and to the verification of any Vehicle insurance information as may be required by the insurance provider underwriting this program, this Agreement or the Commute with Enterprise Program. If applicable, you authorize Commute with Enterprise or its authorized agent to verify and/or obtain through one or more credit agencies or other sources your driving record in order to confirm your eligibility for the Commute with Enterprise Program. Such checks shall be performed periodically as deemed appropriate by Enterprise at its sole discretion. Because the Vanpool Coordinator is responsible for ensuring all Drivers are approved, if Driver's application is denied, Enterprise may notify Vanpool Coordinator that Driver is no longer eligible to act as a Driver in the Commute with Enterprise Program.**
- Driver will be ineligible to be a driver in the Commute with Enterprise Program: 1) If Driver's driving record does not meet the criteria established by the insurance provider underwriting this program, this Agreement or the Commute with Enterprise Program, or II) if Driver's license is suspended, revoked, or expired. If Driver refuses this authorization or wishes to revoke at any time, then Driver must do so by notifying Enterprise in writing at: Commute with Enterprise, 600 Corporate Park Drive, St. Louis, MO 63105. Any revocation or refusal may result in suspension or termination from the Commute with Enterprise Program at the sole discretion of Enterprise.**
- c. Driver will within twenty-four (24) hours notify Enterprise in the event of
- i. cancellation or lapse of the Driver's license or,
  - ii. failing to maintain any required medical certification or
  - iii. termination of Driver's principal employment;
- Without notice from Enterprise, Driver's right to operate Vehicle is automatically revoked upon the occurrence of any of the items listed in 9(c) above.**
- d. Driver warrants and represents that he/she will maintain in his/her presence or in any Vehicle being used or operated any licenses, statements or certifications as may be required by law. For any Vehicle being operated in California, Driver shall keep in Vehicle a statement, signed under penalty of perjury, that he or she has not been convicted of reckless driving, drunk driving, or a hit-and-run offense in the last five years.

- e. Driver will be solely responsible for all fines, costs, charges and attorneys' fees paid or to be paid by Enterprise, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations), except for tows related to accidents as provided for in paragraph 8 above. Without advance notice, Driver agrees to the payment of all Fines, Tolls and Violations by Enterprise, its affiliates or a third party, and that such amounts, plus Processing Fees, may be collected from Driver by Enterprise, its affiliates or a third party. Driver agrees that such collection is not a transfer of liability where prohibited. Driver agrees that such payment may prejudice, waive, and relinquish (and Driver agrees to waive and relinquish) Driver's ability and right to contest Fines, Tolls and Violations and/or any legal violation underlying same (Violative Action) with the applicable authority. Enterprise, its affiliates or a third party may assess a fee of up to \$35 per each of the Fines, Tolls and Violations (Processing Fees) to apply towards all costs incurred in connection with the Fines, Tolls and Violations and their administration.
- f. Driver certifies under penalty of perjury that he or she has not been convicted of any major traffic violations, including but not limited to Drunk Driving, Reckless Driving, or a Hit-and-Run offense, in the past 5 years. Driver further agrees to notify Enterprise within twenty-four (24) hours if he or she is convicted of these violations.
- g. Driver will not make any additions, alterations or modifications to the Vehicle (including removing the decals) without Enterprise's prior written consent.
- h. Driver will promptly and completely provide payment to Driver's Vanpool Coordinator for Driver's portion or share of the Vanpool charges and expenses.

**Driver will indemnify Enterprise from and against any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) which Enterprise may incur by reason of Driver's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or as a result of any loss, damage, theft, destruction or fraudulent rental of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle unless caused by the sole negligence of Enterprise or its employees. Any and all indemnity provisions shall survive the termination of this Agreement. Driver's indemnity obligations hereunder shall not apply to the extent Driver is covered under paragraph 8 hereunder.**

- 10. **Operation outside of the United States.** Vehicle shall not be taken outside of the United States without Enterprise's prior written consent.
- 11. **Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Driver under this Agreement, Driver hereby assigns to Enterprise Driver's right to receive such payment. Only those amounts actually paid by a third party to Enterprise shall reduce the amount owed by Driver under this Agreement.
- 12. **Power of Attorney.** Driver hereby grants and appoints to Enterprise a Limited Power of Attorney:
  - a. to present insurance claims of any type to Driver's insurance carrier and / or credit card company if:
    - i. Vehicle is damaged, lost, stolen, or not returned, and if Driver fails to pay for any damages; or
    - ii. Any liability claims against Enterprise arise in connection with this rental transaction and Driver fails to defend, indemnify and hold Enterprise harmless from such claims.
  - b. to endorse Driver's name to entitle Enterprise to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.
- 13. **No Assignment.** Driver may not assign or delegate any of his or her rights, duties or obligations under this Agreement. Driver shall not allow another individual the right to operate the Vehicle, unless such individual has been an approved Driver by Enterprise and such individual has a valid Driver Agreement in place with Enterprise with respect to the Vehicle.
- 14. **Entire Agreement; Modification.** This Agreement embodies the entire Agreement between the parties. Any amendments to this Agreement must be in writing and signed by Enterprise.
- 15. **Notices.** Except as provided in 9 above, all notices and/or other correspondence under this Agreement must be in writing and delivered in person or sent by email or regular mail to the applicable party at its address set forth on the signature page of this Agreement or to such other address as such party may provide in writing from time to time. Enterprise may also provide notice by posting information to [www.commutewithenterprise.com](http://www.commutewithenterprise.com)
- 16. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- 17. **Limitation of Remedy/No Consequential Damages.** If Enterprise breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Vanpool Coordinator or Driver(s) and if Enterprise would otherwise be liable under applicable law for such breach or Vehicle failure, Enterprise's sole liability to Driver and Driver's sole remedy is limited to the substitution of another similar Vehicle by Enterprise. **DRIVER WAIVES ALL OTHER CLAIMS, INCLUDING FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO DRIVER. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO DRIVER.**
- 18. **Personal Information; Enterprise's Collection and Use of Vehicle Data; Vanpool Driver's Use of Vehicle's Navigation**

**and Infotainment Systems and Vehicle Manufacturer Apps.**

- A. **Customer Privacy:** Driver understands and agrees to the collection, use, disclosure and storage of personal information by Enterprise for the purposes of: (i) providing assistance with reserving, renting, purchasing and leasing motor vehicles; (ii) providing roadside assistance, emergency and other services; (iii) providing information on Enterprise's car sales, ride-sharing and fleet services; (iv) providing Vanpool Driver by mail, email and other electronic messages with discounts, coupons, offers and information that may be of interest; (v) obtaining Vanpool Driver's feedback on satisfaction with Enterprise's services by contacting Driver by e-mail, mobile phone or other phone number provided on the Rental Contract; (vi) compiling statistics and analysis about Drivers' use of Enterprise's sites, products and services; (vii) helping operate, maintain and improve systems and sites; and (viii) as otherwise set out in Section 26(a) and in Enterprise's privacy policy ("Privacy Policy"), as may be amended from time to time and which is incorporated herein by reference and available at <https://www.commutewithenterprise.com/en/privacy-policy.html>. Driver may opt out of receiving commercial electronic communications, including for marketing purposes, or from receiving telemarketing or customer satisfaction calls. If Driver wishes to exercise this opt out, request access or corrections to their personal information, or otherwise make an enquiry about Enterprise's privacy practices, Driver can contact Enterprise through its Global Privacy Portal, at <https://www.commutewithenterprise.com/en/privacy-policy.html> call 1(877) 858-3884, or by mail at Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.
- B. **Telematics Data:** Driver acknowledges that Vehicle may be equipped with pre-installed event data recorders, global positioning devices, OnStar® and other communications systems that may be connected to the Internet or cellular services, or other similar technology ("Telematics Devices"). Driver acknowledges and agrees to (1) the collection of data from Telematics Devices ("Telematics Data") by Enterprise and, in certain instances, the Vehicle manufacturer and other authorized third parties, including vehicle location information, collision information, and vehicle information, such as vehicle operational condition, mileage, tire pressure, fuel status, and other diagnostic and performance information; and (2) the use and disclosure of Vehicle location data and other Telematics Data: (i) to generate vehicle usage, performance and other similar information, including to fulfill the Vehicle rental services; (ii) to provide Driver or other passengers with roadside assistance, emergency and other services; (iii) to locate the Vehicle when the Vehicle is suspected to be lost, stolen or abandoned; or (iv) where required by law. Data may be used and stored by Enterprise after the expiration of the Contract. Further details about Enterprise's treatment of Telematics Data are set out in Enterprise's Privacy Policy at <https://www.commutewithenterprise.com/en/privacy-policy.html>.
- C. **Driver's Use of Vehicle's Navigation and Infotainment Systems and Vehicle Manufacturer Apps:**
1. If Driver, or any passenger pairs a mobile device with the Vehicle's navigation or infotainment systems and chooses to use OnStar, Apple CarPlay, Android Auto or other similar third-party software or services on the Vehicle, personal information and other data may be transferred from the mobile device to and stored on these systems. Enterprise cannot guarantee the privacy or confidentiality of such information. It is Driver's sole responsibility to delete all such personal information and other data from these systems before returning Vehicle to avoid subsequent occupants of Vehicle accessing this information.
  2. If Driver downloads a mobile application made available by the Vehicle manufacturer or other third party and Driver registers the Vehicle in that application, Driver's use of the application may result in the sharing of Telematics Data and other information (including location information and personal information) with the Vehicle manufacturer or other third party, as applicable. Driver's use of these applications is strictly governed by the mobile application's terms and conditions and privacy policy and Enterprise is not in any way responsible for, and Driver releases Enterprise from, any claim or cause of action which may arise from Driver's use of these applications. Prior to returning the Vehicle, it is Driver's responsibility to either remove the application or delete the Vehicle from the application.
19. **Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.
20. **Dispute Resolution Provision - Mandatory Arbitration Agreement: DRIVER AND ENTERPRISE EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. DRIVER AND ENTERPRISE AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO ENTERPRISE'S PRODUCTS AND SERVICES, COMMUNICATIONS WITH DRIVER, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "DRIVER" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF DRIVER'S AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "ENTERPRISE" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. DRIVER AND ENTERPRISE AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY.** This Dispute Resolution Provision is to be broadly interpreted

and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Agreement. However, Enterprise and Driver agree that either Enterprise or Driver may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Driver only and is not made part of a class action, private attorney general action or other representative or collective action. Enterprise and Driver also agree that claims against or by a third-party insurance company ostensibly providing coverage to Driver or any AAD or the application of Enterprise's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

- a. Procedure. Enterprise or Driver, as applicable must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to Enterprise or Driver. The Notice to Enterprise should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Enterprise and Driver do not resolve the claim within thirty (30) days after the Notice is received, Enterprise or Driver may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Driver or by Enterprise that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both Enterprise and Driver with due consideration of their ability to travel and other pertinent circumstances. If Enterprise and Driver are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at [www.adr.org](http://www.adr.org). Except as required by law, neither Enterprise or Driver nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both Enterprise and Driver.
  - b. Arbitrator's Authority: The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. Enterprise and Driver agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual claimant, whether Enterprise or Coordinator.
  - c. Arbitration Costs: Driver will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Driver would incur if the claims were filed in court. Enterprise will be responsible for all additional arbitration fees. Driver is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Driver will not be required to reimburse Enterprise for any fees unless the arbitrator finds that the substance of Driver's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Enterprise may seek reasonable attorney's fees. Enterprise will pay all fees and costs it is required by law to pay.
  - d. Governing Law and Enforcement: Notwithstanding anything in paragraph 24, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.
21. **Text & Call.** By signing on the front of this Agreement, Driver agrees to the Text & Call Terms and Conditions, and thereby provides express consent for Enterprise or Enterprise's representative to contact Driver at the phone number(s) provided in connection with this Agreement to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Driver's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For questions about privacy, please see paragraph 18.a.
  22. **Transactional Emails.** Enterprise, its affiliates and/or their agents will provide you with certain transactional emails as a benefit of ridership. Transactional emails will include confirmation emails for a reservation request made on any of the public websites of Enterprise's affiliates and will be sent out immediately after you place a reservation request. Transactional emails may also include, but are not limited to the following: (a) maintenance reminders, (b) a reminder that your online monthly statement is available, (c) toll and citation charges, (d) payment notifications, and (e) notification that your driver's license or credit card has expired.
  23. **Choice of Law.** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State where this Agreement is executed by Driver without giving effect to the conflict of laws or provisions of such State.

**[TO BE COMPLETED BY DRIVER]**

Printed Name: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

# Commute With Enterprise

## VANPOOL COORDINATOR AND OPTIONAL DRIVER AGREEMENT

This VANPOOL COORDINATOR AGREEMENT (this "Agreement") is made and entered into as of the date of execution on the signature page hereto, by and between Enterprise Leasing Company of Phoenix, LLC, doing business as COMMUTE WITH ENTERPRISE ("Enterprise"), and

(company or individual whose name and address is set forth on the signature page of this Agreement, the "Vanpool Coordinator").

Enterprise and Vanpool Coordinator agree as follows:

### 1. **Definitions.**

- a) **Vehicle.** During the term of this Agreement, Enterprise will provide the Vanpool Coordinator with the use of the vehicle(s) and optional accessories and inclusive of vehicle as equipped and furnished by the manufacturer and any equipment added by Enterprise as agreed upon in writing at the time of delivery in the "Vehicle Condition Checklist" (VCC). The vehicles set forth on the VCC are referred to as "Vehicle." Enterprise may from time to time at its option substitute a replacement vehicle for the Vehicle and such replacement vehicle will then become the "Vehicle" for purposes of this Agreement.
- b) **Vanpool Coordinator.** The "Vanpool Coordinator" is the company or individual listed as "Vanpool Coordinator" above.
- c) **Coordinator's Representative.** If a company is the Vanpool Coordinator, then an employee or representative of the company ("Coordinator's Representative") will accept and sign for the Vehicle in this Agreement and the Vehicle Condition Checklist.
- d) **Vehicle Condition Checklist (VCC)** is a document provided to the Coordinator at the time of Vehicle delivery that details Vehicle information, Insurance Coverage, monthly mileage counts, rates. Any VCC and any Addenda thereto are made part of and incorporated by reference in-to this Agreement.

### 2. **Ownership and Use of Vehicle; Vanpool Coordinator as Driver.** Enterprise or an entity affiliated with Enterprise is the sole and exclusive owner of the Vehicle and the Vanpool Coordinator has no right, title or interest in or to the Vehicle except as to the use of the Vehicle subject to the terms and conditions of this Agreement and applicable law. Driver, as used hereinafter, means any individual who has completed the approval process and who has been approved in writing by Enterprise.

- a) Vanpool Coordinator agrees:
  - i. Enterprise may from time to time amend this Agreement with notice to Vanpool Coordinator. Vanpool Coordinator shall be responsible for prompt and complete payment for Vanpool Coordinator's portion or share of the Vanpool charges and expenses.
  - ii. Vanpool Coordinator will within twenty-four (24) hours notify Enterprise in the event Vanpool Coordinator becomes aware of any of the following involving a Driver
    - a. cancellation or lapse of their driver's license;
    - b. failing to maintain any required medical certification or
    - c. termination of their principal employment.

**Without notice from Enterprise, Vanpool Coordinator's right to operate or authorize others to operate the Vehicle is automatically revoked upon the occurrence of any of the items listed in 2(a)(ii) above.**

- iii. Vanpool Coordinator warrants and represents that any licenses, statements or certifications as may be required by law will be kept in the Vehicle. For any Vehicle being operated in California, Vanpool Coordinator and all Drivers shall keep in the Vehicle a statement, signed under penalty of perjury for each Driver, that no Driver has been convicted of reckless driving, drunk driving, or a hit-and-run offense in the last five years.
- iv. Vanpool Coordinator will be responsible for any citations, and any resulting fines, fees and expenses, in connection with any Driver's use or operation of the Vehicle, unless employer has agreed to pay these citations, resulting fines, fees, and expenses in the Vanpool Services Agreement/Commute Program Agreement.
- v. Subject to the terms of paragraph 10, hereunder, Vanpool Coordinator will indemnify Enterprise from and against any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) which Enterprise may incur by reason of Vanpool Coordinator's breach or violation of, or failure to observe or perform, any term,

provision or covenant of this Agreement or as a result of any loss, damage, theft, destruction or fraudulent rental of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle unless caused by the sole negligence of Enterprise or its employees. Any and all indemnity provisions shall survive the termination of this Agreement.

- vi. Vanpool Coordinator agrees Vanpool Coordinator received Vehicle in the physical and mechanical condition set forth in the VCC. Vanpool Coordinator, OR VANPOOL COORDINATOR'S DRIVER, ACTING WITH AUTHORITY OF THE VANPOOL COORDINATOR, SHALL TAKE POSSESSION OF Vehicle AND ANY OPTIONAL ACCESSORIES "As Is" and WILL HAVE AN adequate opportunity to inspect Vehicle AND ANY OPTIONAL ACCESSORIES and THEIR operation. ENTERPRISE excludes all warranties, both express and implied, with respect to the Vehicle AND ANY OPTIONAL ACCESSORIES, including any implied warranty of merchantability or fitness for a particular purpose.
  - vii. If the vanpool reports NTD data, Coordinator agrees to review daily trip data and update as necessary to ensure the accuracy of reported hours and mileage.
- b) If Enterprise is providing insurance and Vanpool Coordinator is also a Driver, **Vanpool Coordinator agrees that Vanpool Coordinator's eligibility for the Commute with Enterprise Program and Vanpool Coordinator's access to use any Vehicle may be subject to periodic checks, either manually or electronically, of the Vanpool Coordinator's official driving record as may be required by the Insurance provider underwriting this program, this Agreement or the Commute with Enterprise Program. If applicable, you authorize Commute with Enterprise or its authorized agent to verify and/or obtain through one or more credit agencies or other sources your driving record, in order to confirm your eligibility for the Commute with Enterprise Program. Such checks shall be performed periodically, as deemed appropriate by Enterprise at its sole discretion. Vanpool Coordinator will be ineligible to be a driver in the Commute with Enterprise Program: 1) if Vanpool Coordinator's driving record does not meet the criteria established by the insurance provider underwriting this program, this Agreement or the Commute with Enterprise Program, or 2) if Vanpool Coordinator's driver's license is suspended, revoked, or expired. If Vanpool Coordinator refuses this authorization or wishes to revoke at any time, then Vanpool Coordinator must do so by notifying Enterprise in writing at: Commute with Enterprise, 600 Corporate Park Drive, St. Louis, MO 63105. Any revocation or refusal may result in suspension or termination from the Commute with Enterprise Program at the sole discretion of Enterprise.**
- c) If Coordinator is also a Driver, Coordinator agrees:
- i. He/she will maintain an appropriate, valid driver's license and any necessary medical certificate or certification to operate the Vehicle for its intended use required of any applicable license class, and will at all times comply with all applicable restrictions contained in their license and regulatory restrictions based upon intended Vehicle use.
  - ii. Coordinator certifies under penalty of perjury that he or she has not been convicted of any major traffic violations, including but not limited to Drunk Driving, Reckless Driving, or a Hit-and-Run offense, in the past 5 years. Coordinator further agrees to notify Enterprise within twenty-four (24) hours if he or she is convicted of these violations.
- d) If Coordinator is a company, the Coordinator's Representative signing this Agreement on behalf of Coordinator warrants and represents that he/she has the authority to bind Coordinator to the terms of this Agreement and any applicable VCC.
- e) Enterprise hereby agrees to allow Drivers to use and operate the Vehicle upon and subject to the terms and conditions of this Agreement and pursuant to applicable laws. Vanpool Coordinator understands that Enterprise may terminate Vanpool Coordinator's right to use the Vehicle at any time with or without cause, notwithstanding anything to the contrary provided in paragraph 15.
3. **Rental Period.** The Rental Period begins on the date the first Vehicle is delivered to or is made available for pickup by Enterprise to the Vanpool Coordinator or Driver, as indicated by the delivery date on the VCC, and continues on a month-to-month basis until terminated as provided in this Agreement.
4. **Rent**
- a. The Vanpool Coordinator will pay Enterprise rent for the Vehicle in the amount of per month as stated on the VCC, plus applicable taxes, fees, fuel, tolls and required mandatory charges imposed by states, counties, and other governmental authorities. The rent is payable monthly in advance on the fifth (5th) day of the month covered by the statement from Enterprise. Partial months will be pro-rated based on a full calendar month.
  - b. The Vanpool Coordinator agrees that Enterprise may change the monthly rent at any time upon forty-five (45) days prior written notice to the Vanpool Coordinator.
  - c. If any financial institution returns a check, the Vanpool Coordinator will pay Enterprise a dishonored check fee of the lesser of \$50.00 or the highest amount permitted by applicable law. In addition, if Enterprise

receives two (2) dishonored checks during the period of this agreement, then personal checks will no longer be allowed as payment, and a money order or bank cashier's check will be required.

5. **Additional Obligations of Vanpool Coordinator** - Unless prohibited by law, and except when arising from the negligence of Enterprise or its employees, Vanpool Coordinator shall pay Enterprise, its affiliates or agents:

- a. All fines, costs, charges and attorneys' fees paid or to be paid by Enterprise, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations), except for tows related to accidents as provided for in Paragraph 10 below. Without advance notice, Vanpool Coordinator agrees to the payment of all Fines, Tolls and Violations by Enterprise, its affiliates or a third party, and that such amounts, plus Processing Fees, may be collected from Vanpool Coordinator by Enterprise, its affiliates or a third party. Vanpool Coordinator agrees that such collection is not a transfer of liability where prohibited. Vanpool Coordinator agrees that such payment may prejudice, waive, and relinquish (and Vanpool Coordinator agrees to waive and relinquish) Vanpool Coordinator's ability and right to contest Fines, Tolls and Violations and/or any legal violation underlying same (Violative Action) with the applicable authority. Enterprise, its affiliates or a third party may assess a fee of up to \$35 per each of the Fines, Tolls and Violations (Processing Fees) to apply towards all costs incurred in connection with the Fines, Tolls and Violations and their administration.

VANPOOL COORDINATOR EXPRESSLY AUTHORIZES ENTERPRISE OR ITS AFFILIATE TO TRANSFER AND PROVIDE TO ANY THIRD PARTY, WITHOUT NOTICE TO VANPOOL COORDINATOR, VANPOOL COORDINATOR'S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO PROCESS PAYMENT FOR, ENABLE THE COLLECTION OF, OR TRANSFER LIABILITY FOR ALL AMOUNTS VANPOOL COORDINATOR IS OBLIGATED TO PAY UNDER THIS PARAGRAPH 5.a, INCLUDING, WITHOUT LIMITATION, TOLLS AND ASSOCIATED CHARGES INCURRED DURING THE RENTAL PERIOD, AND ANY FINES, TOLLS, VIOLATIONS, PROCESSING FEES, OR ANY VIOLATIVE ACTION.

- b. Any costs associated with
- i. Failure to return Vehicle to Enterprise with a full tank of gas, or
  - ii. Roadside services such as emergency fuel replacement or lockout services.
- c. A late charge of 1½% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the issuance of the invoice for the applicable Rental Period.
- d. All expenses incurred by Enterprise in the collection of amounts due Enterprise under this Agreement or in regaining possession of Vehicle or in enforcing any term or condition of this Agreement, including attorneys' fees, Enterprise's administrative fees, and any other costs or expenses incurred by Enterprise;
- e. A drop-charge equal to the greater of \$100.00 or \$.50 per mile (between the actual return location and originally agreed upon return location), if Vanpool Coordinator returns Vehicle to a location other than the originally agreed upon return location, as stated in the VCC;
- f. If applicable, the Vehicle License Fee Recovery (VLF REC) which is Enterprise's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon Enterprise or its affiliates to title, register and plate all vehicles in its rental fleet. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.
- g. IF A CREDIT CARD OR DEBIT CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY, VANPOOL COORDINATOR AUTHORIZES ENTERPRISE TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS AGREEMENT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. WHERE APPLICABLE, FOR A VEHICLE RENTED WITH A CASH, CHECK OR MONEY ORDER DEPOSIT, ANY EXCESS DEPOSIT WILL BE REFUNDED BY CHECK ISSUED WITHIN 20 BUSINESS DAYS OF THE END OF RENTAL PERIOD. All charges are subject to final audit by Enterprise.

6. **Drivers.** The Vanpool Coordinator is fully responsible for ensuring that only Drivers will be allowed to use or operate the Vehicle and only as permitted in their Driver Agreement. Enterprise has the continuing right to approve Drivers according to Enterprise's driver qualification standards. The Vanpool Coordinator agrees to notify Enterprise of and remove any Driver who either fails to meet Enterprise's driver qualification standards, or who has operated the Vehicle unsafely, as determined by Enterprise.

7. **Use of Vehicle.**

- a. The Vehicle will be used solely to pick up, transport and deliver individuals who participate in a vanpool/carpool arrangement to and from their residences (or other similar locations agreed to by the Vanpool

Coordinator, as set forth in this Agreement, and the passengers) and their places of employment. The Drivers may use the Vehicle for occasional and limited personal use so long as the total of personal miles plus commute miles for the month does not exceed the monthly mileage allowance for the Vehicle. The Drivers will, at all times, operate the Vehicle in accordance with all applicable laws, rules and regulations. Drivers

will not operate any Vehicle if there is any concern regarding the safe operation of such Vehicle or maintenance issues which could cause damage to the Vehicle. No smoking will be allowed in any Vehicle. A fee to clean the Vehicle's interior upon return may be charged if there are excessive stains, pet hair/fur, trash, or other soilage.

**b. In addition to the other restrictions in this Agreement, Vanpool Coordinator agrees not to allow use of the Vehicle under any of the following conditions:**

- i. Vehicle shall not be driven by any person other than an Enterprise approved Driver.
  - ii. Vehicle shall not be operated by a Driver in the course and scope of his/her employment.
  - iii. Vehicle shall not be used for transporting persons for hire; as a school bus; or for driver training or testing. The costs of the vanpool/carpool shall be borne by the participants without a profit to Vanpool Coordinator or Driver.
  - iv. Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property.
  - v. Vehicle shall not be used for: any illegal purposes; in any illegal, fraudulent, or reckless manner; in a race or speed contest; or to tow or push anything.
  - vi. Vehicle shall not be used to carry passengers in excess of the number of seat belts provided with Vehicle at the time of delivery or outside of the passenger compartment.
  - vii. Vanpool Coordinator shall not remove or allow the removal of any seats from Vehicle.
  - viii. Vehicle shall not be driven by any person impaired by or under the influence by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
  - ix. Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and / or guidelines.
  - x. Vehicle shall not be driven or taken outside the United States unless authorized by Enterprise.
  - xi. Vehicle shall not be driven, except in an emergency, upon other than paved public highways or paved or suitable graded private roads or driveways, or over bridges posted for a maximum weight of three (3) tons or less;
  - xii. Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid; who has obtained the keys without written permission of Enterprise; or who misrepresents or withholds facts to/from Enterprise material to rental, use or operation of Vehicle.
  - xiii. Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
  - xiv. Vehicle shall not be driven outside of a two hundred (200) mile radius of the applicable Driver's home.
  - xv. Vehicle shall not be parked overnight, other than at a Driver's residence, unless stated in the VCC.
  - xvi. Vehicle shall not be operated without making reasonable effort to ensure that all occupants including the Driver are wearing their seat belts.
  - xvii. Vehicle shall not be used or operated to transport groups, such as church groups, scout troops, athletic teams, or any other non-profit organizations.
- c. In the event of any violation of the limits on use or any other provision of this Agreement, Enterprise automatically, without any further notice to Vanpool Coordinator or Driver(s), terminates their right to use Vehicle and Enterprise retains any other rights and remedies provided by law. Enterprise has the right to seize Vehicle without legal process or notice to Vanpool Coordinator or any Driver. Vanpool Coordinator hereby waives all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Enterprise in returning Vehicle to the original rental office.
- d. If Vanpool Coordinator or any Driver(s) continue to operate Vehicle after the right to do so is terminated, Enterprise has the right to notify police Vehicle has been stolen or not returned. Vanpool Coordinator hereby releases and discharges Enterprise from and will indemnify, defend and hold Enterprise harmless against any liability arising from such notice. Vanpool Coordinator remains responsible for all charges, costs, taxes, fees and obligations as set forth in Paragraph 5.
- e. If Vehicle has a seating capacity of ten (10) or more including the driver, the following is applicable:

**U.S. DEPARTMENT OF TRANSPORTATION LARGE VAN ADVISORY**

The risk of a rollover crash in a 15-passenger van dramatically increases as the number of occupants increases to full capacity. Placing a load on the roof also contributes to this increased risk of rollover. These two conditions change the van's center of gravity. As a result, the van has less resistance to rollover and

handles differently from other passenger vehicles making it more difficult to control in an emergency situation. Most vehicle rollovers are single vehicle crashes in which the vehicle runs off the road and overturns when it strikes a ditch, embankment, soft soil, or other object.

#### **TIPS FOR PREVENTING ROLLOVER**

Drivers must be well rested and maintain a safe speed for weather and road conditions. Drivers must be especially cautious on curved rural roads and maintain a safe speed to avoid running off the road. If the van's wheels drop off

the roadway, gradually reduce speed and steer back onto the roadway when it is safe to do so.

#### **BUCKLE UP FOR SAFETY**

Eighty percent of people killed in rollover crashes in 15-passenger vans were not wearing seat belts. Passengers can dramatically reduce their risk of being killed or seriously injured in a rollover crash by simply using their seat belts. All vehicle occupants should always wear seatbelts. Drivers should be responsible for enforcing the use of seatbelts.

#### **OTHER TIPS FOR SAFE DRIVING**

When a 15-passenger van is not full, passengers should sit in seats that are in front of the rear axle. More than 15 people should never be allowed to ride in a 15-passenger van. Because 15-passenger vans are substantially longer and wider than cars, they: require more space and additional reliance on the side-view mirrors for passing; do not respond as well to abrupt steering maneuvers; require additional braking time.

8. **No Agency or Employment Arrangement.** The Vanpool Coordinator and Enterprise are independent parties participating with one another in a vanpool/carpool arrangement and neither party shall be an agent, servant or employee of the other. Nothing in this Agreement shall establish any joint venture or other such relationship between Enterprise and Vanpool Coordinator.
  
9. **Maintenance**
  - a. The Vanpool Coordinator agrees to maintain the Vehicle in safe, clean condition and in accordance with the manufacturers recommended maintenance guidelines and the Enterprise recommended maintenance requirements and all legal requirements. Vanpool Coordinator will require each Driver to perform a daily inspection of each Vehicle, including
    - i. inspecting the Vehicle to identify any damage or potential safety concern
    - ii. inspecting headlights, running lights, brake lights and turn signals and ensuring proper operation,
    - iii. checking and maintaining all fluid levels,
    - iv. checking tires to ensure proper tread depth and tire wear and
    - v. checking tire pressure and maintaining tire pressure per the manufacturer's recommendations.
  
  - b. Vanpool Coordinator will not permit the operation of any Vehicle if there is any concern regarding the safe operation of such Vehicle or maintenance issues which could cause damage to the Vehicle. In the event access to a Vehicle is needed for a manufacturer recall, Vanpool Coordinator shall make the Vehicle available to Enterprise immediately. Enterprise agrees to pay directly or reimburse Vanpool Coordinator for all maintenance and repair expenses (other than gasoline and washes which are the responsibility of the Vanpool Coordinator) incurred in connection with the normal use and operation of the Vehicle in accordance with the terms of this Agreement. Maintenance that exceeds normal wear and tear standards would be the responsibility of the Vanpool Coordinator. Enterprise shall provide a VCC which will be used to determine Vehicle condition at the time of delivery and at time of return of the Vehicle.
  
  - c. Except in an emergency,
    - i. all maintenance and repair work on the Vehicle must be performed only at facilities selected or approved by Enterprise and
    - ii. The Vanpool Coordinator must obtain Enterprise's express authorization prior to having maintenance or repair work performed. The Vanpool Coordinator will permit representatives of Enterprise to inspect the Vehicle at any time. If the Vehicle becomes inoperable, Enterprise will provide the Vanpool Coordinator with substitute transportation.
  
  - d. The Vanpool Coordinator agrees that neither they nor their Drivers will make any additions, alterations or modifications to the Vehicle (including removal of the decals) without Enterprise's prior written consent.
  
  - e. Vanpool Coordinator hereby acknowledges receipt of the manufacturer's owner's manual for the Vehicle and agrees to retain a copy of the manual. Vanpool Coordinator agrees to give notice to Enterprise in writing of the loss of the owner's manual so that a replacement may be provided.

- f. Vanpool Coordinator agrees to give notice to Enterprise in writing of any problems or concerns, safety or otherwise, related to the Vehicle.
- g. Vanpool Coordinator agrees and acknowledges Vehicle is being provided for their personal benefit and use to get to and from work. Coordinator's operation of Vehicle is not in the course and scope of their employment.

10. **Insurance and Risk of Loss.**

If Employer is providing automobile liability insurance, as indicated on the VCC, the provisions below in 10(a) through (c) do not apply. If Employer is providing automobile physical damage coverage, as indicated on the VCC, the provisions below in 10(d) do not apply.

- a. During the term of this Agreement, and while the vehicle is operated during Driver's Commute to or from the Vanpool Coordinator's regular workplace location, which shall include picking up and dropping off other passengers
  - i. Movement of Vehicle to a maintenance or repair facility,
  - ii. Movement of Vehicle to an Enterprise location for replacement or return,
  - iii. Movement to a refueling or car wash facility in the normal course of a commute,
  - iv. With the exception of instances wherein the VCC specifies employer insured, Enterprise will, at its expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage and Uninsured/Underinsured Motorist Coverage with no deductible in the amount stated on the VCC applicable to the Vehicle. At its option, Enterprise may provide this insurance coverage either through a third-party insurance carrier or through self-insurance.
- b. This insurance will not apply to:
  - i. any obligation for which a Driver, employer or any insurance carrier may be responsible or held liable under any Worker's Compensation law or any similar law, rule or regulation;
  - ii. no fault benefits or personal injury protection (unless required by law), and the Vanpool Coordinator waives any right the Vanpool Coordinator may have to claim these benefits from this insurance;
  - iii. any obligation assumed by a Driver under any express or implied contract or agreement;
  - iv. any liability of a Driver, or any employer of a Driver, arising while the Vehicle is being operated or used in violation of any of the terms of this Agreement; or
  - v. the extent a claim is not covered under or excluded by the applicable policy of insurance. Vanpool Coordinator agrees that any misrepresentation, false or misleading information supplied to Enterprise or Enterprise's Representatives and/or refusal to cooperate with Enterprise or Enterprise's representatives during any claim, suit or proceeding may result in the declination of any such claim.
- c. Subject to the limits on use outlined in Paragraph 7 above, if Vehicle is used or operated for any purpose not specifically set forth in 10 (a) above, Enterprise will, at its own expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage with no deductible in the amount of the lesser of \$250,000 combined single limit per claim or the limits set forth on the VCC. Uninsured/Underinsured Motorist coverage shall be maintained with no deductible in the amount of the lesser of state minimum limit per claim or the limits set forth on the VCC. At its option, Enterprise may provide this insurance coverage either through a third-party insurance carrier or through self-insurance.
- d. The condition of Vehicle will be documented on the VCC at time of delivery. With the exception of the items listed in 10 (i) below, Enterprise agrees, subject to the actions set forth below, to contractually waive Vanpool Coordinator's responsibility for all of the cost of additional damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence, except to the extent such loss or damage occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement, including, but not limited to, section 7 hereinabove. The Vanpool Coordinator and the applicable Driver (and, if different, the person driving the Vehicle) will be jointly and severally responsible for any loss of or damage to the Vehicle which occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement.
- e. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle. Coordinator acknowledges and agrees that no bailment is or shall be created upon Enterprise, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle. Enterprise is not liable for and Coordinator shall defend, indemnify and hold Enterprise harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Enterprise that in any way arises out of Driver's or passengers' failure to remove personal property, including but not limited to data or records of Driver or passengers downloaded or otherwise transferred to Vehicle. Enterprise is not responsible for and Coordinator releases from any claim or cause of action which may arise from a prior operator's or passenger's failure to remove any personal property, data or records from Vehicle.

- f. The Vanpool Coordinator and the applicable Driver, to the extent allowable by law, will be responsible for all loss of or damage to the Vehicle which results from
- i. Vanpool Coordinator's or Coordinator's agent's/representative's misrepresentation of the facts to Enterprise pertaining to rental, use, or operation of Vehicle whether before or after any loss and/or damage, or
  - ii. leaving the Vehicle and failing to remove all keys (unless directly instructed to do so by Enterprise related to maintenance or a breakdown);
  - iii. Otherwise aiding or abetting the vandalism or theft of the Vehicle.
- g. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. VANPOOL COORDINATOR MAY BE HELD RESPONSIBLE FOR DAMAGES WHICH ARE NOT REPORTED TO ENTERPRISE BY THE END OF THE FOLLOWING BUSINESS DAY. Vanpool Coordinator, Coordinator's Representative, and any authorized Driver must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Vanpool Coordinator, Coordinator's Representative, and Driver shall cooperate fully with Enterprise and its representatives. Cooperation shall include, but not be limited to, consent to: (i) examinations under oath at Enterprise's or Enterprise's representatives' request and furnishing a signed statement of testimony. and; (ii) including any request for statements, written or oral, including under oath, and/or other matters Enterprise or its representatives deems related to the adjustment of any claim, suit or proceeding. Vehicle may be equipped with an Event Data Recorder (EDR), infotainment system and/or similar technology for the purpose of recording data about the operation and/or use of Vehicle. To the extent permitted by law, Vanpool Coordinator consents to Enterprise or its representatives retrieving and using such data from the EDR or otherwise, including during the adjustment of any claim, suit or legal proceeding.
- h. The insurance and protections provided by this paragraph 10 applies only to the Vehicle and the use and operation of the Vehicle by a Driver.
- i. Vanpool Coordinator will be responsible for the cost of replacing or repairing the following items
- i. Decals, if removed without written approval from Enterprise
  - ii. Keys and Key Fobs
  - iii. Fire extinguisher
  - iv. Spare tires, inflator kits
  - v. Jacks and jack stands
  - vi. First Aid Kit
  - vii. Snow Chains
  - viii. Or any other Optional Accessories listed on the VCC
11. **Titling and Registration of Vehicle.** Enterprise will title, register and license the Vehicle.
12. **Operation outside of the United States.** Vehicle shall not be taken outside of the United States without Enterprise's prior written consent.
13. **Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Vanpool Coordinator under this Agreement, Vanpool Coordinator hereby assigns to Enterprise Vanpool Coordinator's right to receive such payment. Only those amounts actually paid by a third party to Enterprise shall reduce the amount owed by Vanpool Coordinator under this Agreement.
14. **Power of Attorney.** Vanpool Coordinator hereby grants and appoints to Enterprise a Limited Power of Attorney:
- a. to present insurance claims of any type to Vanpool Coordinator's insurance carrier and / or credit card company if:
    - i. Vehicle is damaged, lost or stolen and if Vanpool Coordinator fails to pay for any damages; or
    - ii. Any liability claims against Enterprise arise in connection with this rental transaction and Vanpool Coordinator fails to defend, indemnify and hold Enterprise harmless from such claims.
  - b. to endorse Vanpool Coordinator's name to entitle Enterprise to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.
- The foregoing power of attorney is binding on Coordinator and his/her successor and assigns and is coupled with an interest and shall be irrevocable until all of Coordinator's obligations under this Agreement have been paid and performed in full.
15. **Termination.** In addition to the other termination conditions set forth in this Agreement, this Agreement shall be terminated by:

- a. The Vanpool Coordinator giving Enterprise thirty (30) days' notice in writing; once the notice has been submitted in writing by mail or fax, it is the Vanpool Coordinator's responsibility to verify that it has been received by Enterprise. The 30-day notice period will begin from the time that Enterprise has received the notice in writing.
  - b. Enterprise giving thirty (30) days' notice in writing to the Vanpool Coordinator, without cause; or
  - c. Enterprise giving twenty-four (24) hours' notice in writing to the Vanpool Coordinator for cause (including, but not limited to);
    - i. the Vanpool Coordinator's failure to pay any of the charges under this Agreement when due; and
    - II. Vanpool Coordinator or any Driver's breach of any of the other terms, provisions or conditions of this Agreement; and
    - III. Vanpool Coordinator (if approved as a Driver) or any Driver's operation of the Vehicle unsafely, as determined by Enterprise.
  - d. Termination of this Agreement, for any reason, shall not relieve Vanpool Coordinator of any payment obligations as set forth in this Agreement.
  - e. Termination of this Agreement may, in the sole discretion of Enterprise, automatically terminate any Driver Agreement held by an individual or individuals participating as Drivers in Vanpool Coordinator's vanpool. Enterprise shall have the right, but not the obligation, to so terminate all or some of such Driver Agreements.
  - f. Whenever Vanpool Coordinator or Coordinator's Representative fails to return the Vehicle to Enterprise within five days after the term of this Agreement has expired, that person may be presumed to have embezzled the Vehicle. Enterprise may notify police the Vehicle has been stolen or not returned and Vanpool Coordinator releases and discharges Enterprise from any liability and all claims of any nature arising therefrom. Enterprise has the right to seize, without legal process, at any place, the Vehicle after twenty-four (24) hours' notice has been given to Vanpool Coordinator regardless of whether the Vehicle is presumed embezzled and Vanpool Coordinator waives all claims for damages connected with such seizure or repossession.
  - g. If multiple Vehicles are subject to this Coordinator Agreement, the termination notice must specify whether it applies to this entire agreement or only to specific Vehicles.
16. **Return of Vehicle.** The Vanpool Coordinator agrees to return the Vehicle upon termination of this Agreement or upon the demand of Enterprise. Vanpool Coordinator agrees to return the Vehicle to the location indicated on the VCC or other location as designated by Enterprise in writing, in the same condition as when delivered, except for ordinary wear and tear and damage which is the subject of a pending physical damage claim for which Vanpool Coordinator's responsibility has been contractually waived pursuant to paragraph 10(d) of this Agreement. Upon delivery and return of the Vehicle, the Vanpool Coordinator and Enterprise will inspect the Vehicle and jointly sign the VCC. The Vanpool Coordinator is solely responsible, at their own time and expense, for retrieving any and all personal items left in the Vehicle.
17. **Changing Vehicles.** If the Vanpool Coordinator decides to change to a different size Vehicle (subject to availability) due to a permanent change in the number of riders in the Vehicle, the Vanpool Coordinator agrees to return, at their own time and expense, the original Vehicle back to the Enterprise address listed on the VCC. Upon return of the Vehicle to Enterprise, the Vanpool Coordinator and Enterprise will inspect the Vehicle and jointly sign the VCC. Enterprise and the Vanpool Coordinator will inspect a new Vehicle and jointly sign a new VCC for that Vehicle.
18. **No Assignment.** The Vanpool Coordinator may not sublease the Vehicle. The Vanpool Coordinator cannot assign or delegate any rights, duties or obligations under this Agreement.
19. **Entire Agreement; Modification.** This Agreement embodies the entire Agreement between the parties except for any Vanpool Services Agreement/Commute Program Agreement to which Vanpool Coordinator may be a party. Any amendments to this Agreement must be in writing and signed by Enterprise.
20. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
21. **Notices.** Except as provided in 15(a) above, all notices and/or other correspondence under this Agreement must be in writing and delivered in person or sent by email or regular mail to the applicable party at its address set forth on the signature page of this Agreement or to such other address as such party may provide in writing from time to time. Enterprise may also provide notice by posting information to [commutewithenterprise.com](http://commutewithenterprise.com).
22. **Waiver.** No extension given by Enterprise of the time for payment of any monthly payments hereunder, no waiver by Enterprise of any default of the Vanpool Coordinator hereunder, and no failure of Enterprise to enforce its rights against the Vanpool Coordinator for any breach of this Agreement by the Vanpool Coordinator, shall be construed as a waiver on the part of Enterprise of any subsequent breach or default, or impair

Enterprise's rights to require strict performance by the Vanpool Coordinator of all the terms and conditions stated herein.

23. **Mileage Provisions.** Monthly rate is based on the allotted commute miles per month as stated in the VCC. Over-mileage will be calculated as the difference between the allotted commute miles and the actual mileage traveled. The actual mileage is the difference between the check-out odometer reading on the VCC and the monthly reported mileage and/or the final check-in odometer reading. Over mileage will be charged to the Vanpool Coordinator at a rate not greater than the amount set forth in the VCC. These fees may be collected from the Vanpool Coordinator periodically, but no later than the time at which the Vehicle is returned by the Vanpool Coordinator to Enterprise at the address listed on the VCC.
24. **No Authorization to Drive.** Execution of this Agreement between Enterprise and the Vanpool Coordinator does not authorize the Vanpool Coordinator to drive the Vehicle, unless the Optional Driver selection is appropriately made during the application process and Enterprise approves Vanpool Coordinator as a Driver. If such selection is not made, the Vanpool Coordinator is not authorized to drive the Vehicle (or covered by any of the insurance on the Vehicle) unless they complete a Driver Application and Agreement and are authorized in writing by Enterprise as a Driver (separate from this Agreement).
25. **Limitation of Remedy/No Consequential Damages.** If Enterprise breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Vanpool Coordinator or Driver(s) and if Enterprise would otherwise be liable under applicable law for such breach or Vehicle failure, Enterprise's sole liability to Vanpool Coordinator and Driver(s) and Vanpool Coordinator's and Driver(s)' sole remedy is limited to the substitution of another similar Vehicle by Enterprise to Vanpool Coordinator and to recovery by Vanpool Coordinator of the pro rata rental rate for the period in which Vanpool Coordinator did not have use of Vehicle or substitute Vehicle. **VANPOOL COORDINATOR WAIVES ALL OTHER CLAIMS, INCLUDING FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO VANPOOL COORDINATOR. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO VANPOOL COORDINATOR.**
26. **Personal Information; Enterprise's Collection and Use of Vehicle Data; Vanpool Coordinator's Use of Vehicle's Navigation and Infotainment Systems and Vehicle Manufacturer Apps.**
  - A. **Customer Privacy:** Vanpool Coordinator understands and agrees to the collection, use, disclosure and storage of personal information by Enterprise for the purposes of: (i) providing assistance with reserving, renting, purchasing and leasing motor vehicles; (ii) providing roadside assistance, emergency and other services; (iii) providing information on Enterprise's car sales, ride-sharing and fleet services; (iv) providing Vanpool Coordinator, by mail, email and other electronic messages with discounts, coupons, offers and information that may be of interest; (v) obtaining Vanpool Coordinator's feedback on satisfaction with Enterprise's services by contacting Vanpool Coordinator by e-mail, mobile phone or other phone number provided on the Rental Contract; (vi) compiling statistics and analysis about Vanpool Coordinator's use of Enterprise's sites, products and services; (vii) helping operate, maintain and improve systems and sites; and (viii) as otherwise set out in Section 26(a) and in Enterprise's privacy policy ("Privacy Policy"), as may be amended from time to time and which is incorporated herein by reference and available at <https://privacy.ehi.com>. Vanpool Coordinator may opt out of receiving commercial electronic communications, including for marketing purposes, or from receiving telemarketing or customer satisfaction calls. If Vanpool Coordinator wishes to exercise this opt out, request access or corrections to their personal information, or otherwise make an enquiry about Enterprise's privacy practices, Vanpool Coordinator can contact Enterprise through its Global Privacy Portal, at <https://www.commutewithenterprise.com/en/privacy-policy.html> call 1(877) 858-3884, or by mail at Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.
  - B. **Telematics Data:** Vanpool Coordinator acknowledges that Vehicle may be equipped with pre-installed event data recorders, global positioning devices, OnStar® and other communications systems that may be connected to the Internet or cellular services, or other similar technology ("Telematics Devices"). Vanpool Coordinator acknowledges and agrees to (1) the collection of data from Telematics Devices ("Telematics Data") by Enterprise and, in certain instances, the Vehicle manufacturer and other authorized third parties, including vehicle location information, collision information, and vehicle information, such as vehicle operational condition, mileage, tire pressure, fuel status, and other diagnostic and performance information; and (2) the use and disclosure of Vehicle location data and other Telematics Data: (i) to generate vehicle usage, performance and other similar information, including to fulfill the Vehicle rental services; (ii) to provide Vanpool Coordinator with roadside assistance, emergency and other services; (iii) to locate the Vehicle when the Vehicle is suspected to be lost, stolen or abandoned; or (iv) where required by law. Data may be used and stored by Enterprise after the expiration of the Contract. Further details about Enterprise's treatment of Telematics Data are set out in Enterprise's Privacy Policy at <https://www.commutewithenterprise.com/en/privacy-policy.html>.
  - C. **Vanpool Coordinator's Use of Vehicle's Navigation and Infotainment Systems and Vehicle Manufacturer Apps:**

1. If Vanpool Coordinator or any passenger pairs a mobile device with the Vehicle's navigation or infotainment systems and chooses to use OnStar, Apple CarPlay, Android Auto or other similar third-party software or services on the Vehicle, or if you choose to use any navigational features on the vehicle's infotainment systems or other device (including Optional Accessories), your personal information and other data may be transferred and/or stored on these systems. Enterprise cannot guarantee the privacy or confidentiality of such information. It is Vanpool Coordinator's sole responsibility to delete all such personal information and other data from these systems or devices before returning Vehicle to avoid subsequent occupants of Vehicle accessing this information.

2. If Vanpool Coordinator downloads a mobile application made available by the Vehicle manufacturer or other third party and Vanpool Coordinator registers the Vehicle in that application, Vanpool Coordinator's use of the application may result in the sharing of Telematics Data and other information (including location information and personal information) with the Vehicle manufacturer or other third party, as applicable. Vanpool Coordinator's use of these applications is strictly governed by the mobile application's terms and conditions and privacy policy and Enterprise is not in any way responsible for, and Vanpool Coordinator releases Enterprise from, any claim or cause of action which may arise from Vanpool Coordinator's use of these applications. Prior to returning the Vehicle, it is Vanpool Coordinator's responsibility to either remove the application or delete the Vehicle from the application.

27. **Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.
28. **Text & Call.** By signing this Agreement, Vanpool Coordinator agrees to the Text & Call Terms and Conditions, and thereby provides express consent for Enterprise or Enterprise's representative to contact Vanpool Coordinator at the phone number(s) provided in connection with this Agreement to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Vanpool Coordinator's consent to receiving these calls or texts is not a condition of any purchase or Agreement. For questions about privacy, please see paragraph 26.a.
29. **Transactional Emails.** Enterprise, its affiliates and/or their agents will provide you with certain transactional emails as a benefit of ridership. Transactional emails will include confirmation emails for reservations made on any of the public websites of Enterprise's affiliates and will be sent out immediately after you place a reservation request. Transactional emails may also include, but are not limited to the following: (a) maintenance reminders, (b) a reminder that your online monthly statement is available, (c) toll and citation charges, (d) payment notifications, and (e) notification that your driver's license or credit card has expired.
30. **Dispute Resolution Provision - Mandatory Arbitration Agreement:** VANPOOL COORDINATOR AND ENTERPRISE EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. VANPOOL COORDINATOR AND ENTERPRISE AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO ENTERPRISE'S PRODUCTS AND SERVICES, COMMUNICATIONS WITH COORDINATOR, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "VANPOOL COORDINATOR" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF VANPOOL COORDINATOR'S AGENTS, EMPLOYEES, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, VENDORS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "ENTERPRISE" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. VANPOOL COORDINATOR AND ENTERPRISE AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. **This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Agreement. However, Enterprise and Vanpool Coordinator agree that either Enterprise or Coordinator may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Vanpool Coordinator only and is not made part of a class action, private attorney general action or other representative or collective action. Enterprise and Coordinator also agree that claims against or by a third-party insurance company ostensibly providing coverage to Vanpool Coordinator or any AAD or the application of Enterprise's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.**
- a. Procedure. Enterprise or Coordinator, as applicable must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to Enterprise or Coordinator. The

Notice to Enterprise should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Enterprise and Vanpool Coordinator do not resolve the claim within thirty (30) days after the Notice is received, an Enterprise or Coordinator may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Vanpool Coordinator or by Enterprise that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both Enterprise and Coordinator with due consideration of their ability to travel and other pertinent circumstances. If the Enterprise and Coordinator are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at www.adr.org. Except as required by law, neither Enterprise or Coordinator nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both Enterprise and Coordinator.

b. Arbitrator's Authority: The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. Enterprise and Coordinator agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual claimant, whether Enterprise or Coordinator.

c. Arbitration Costs: Vanpool Coordinator will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Vanpool Coordinator would incur if the claims were filed in court. Enterprise will be responsible for all additional arbitration fees. Vanpool Coordinator is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Vanpool Coordinator will not be required to reimburse Enterprise for any fees unless the arbitrator finds that the substance of Vanpool Coordinator's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Enterprise may seek reasonable attorney's fees. Enterprise will pay all fees and costs it is required by law to pay.

d. Governing Law and Enforcement: Notwithstanding anything in paragraph 31, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

31. **Choice of Law.** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the state where the Vehicle(s) are required to be returned as stated in the VCC, without giving effect to the conflict of laws or provisions of such state.

**[TO BE COMPLETED BY Coordinator or Coordinator's Representative (if on behalf of Company)]**

Printed Name: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

# Sample Project Schedule Timeline

ITEM REF	TASK DESCRIPTION	RESPONSIBLE PARTY				TARGET DATE OF COMPLETION	STATUS
		CONTRACT SPONSOR	CWE	CWE STAFF	CONTRACT SPONSOR STAFF		
<b>1. CONTRACT EXECUTION</b>							
1.1	Notice of Award						
1.2	Notice to Proceed						
1.3	Contract negotiation						
1.4	Contract execution						
1.5	Contract reporting deliverable set-up and finalization (invoicing, internal NTD account, upload Contract to database)						
1.6	Contract Sponsor Invoicing set-up finalized						
1.7	Provide Certificate of Insurance (COI)						
1.8	Review Contract and discuss outstanding items not listed below in initial meeting.						
<b>2. MEETING SCHEDULE (In Person/Phone)</b>							
2.1	Post Award - Implementation plan review/discussion						
2.2	Establish frequency and meeting types to provide briefings on activities associated with launch						
2.3	Develop/finalize agenda & format for program launch						
2.4	Agree on existing vanpool group communication plan and timing, attach to this document						
2.5	Set cadence for ongoing update meetings - set quarterly and annual meeting dates for the first year						
<b>3. INFORMATION SHARING AND MARKETING ITEMS- to determine eligibility of existing vans for the program</b>							
3.1	Existing Vanpool Route Data – Exchange information to determine eligibility of exiting vanpools in the area						

3.2	CWE Internal: Existing Vanpool Rosters -Ensuring existing vans are healthy and eligible for program i.e minimum ridership, etc						
3.3	Discuss existing employer relationships and determine outreach plan based on that information						
3.4	Identify employers where it makes sense to host on-site informational meetings about the program launch						
3.5	Overview of the current process of collecting NTD statistics from vanpool groups and demo to Contract Sponsor as well as existing groups entering the Contract Sponsor program.						
<b>4. CWE I.T.</b>							
4.1	Preliminary review of IT needs prior to program launch						
4.2	Determine if a landing webpage is needed - show the existing options, work with CWE MarCom to complete if necessary, obtain logo or content desired from Contract Sponsor.						
4.3	CWE Internal setup of NTD Reporting						
<b>5. CONTRACT SPONSOR I.T.</b>							
5.1	Link Contract Sponsor website to CWE. CWE to provide linking URL						
5.2	Other						
<b>6. LAUNCH RESOURCE MATERIALS</b>							
6.1	Update Vanpool "Handbook" if necessary - changes in maintenance procedures, etc						
6.2	Prepare presentation (PPT) overview of the program launch - timeline, what to expect, process for starting vanpool groups with CWE and completing driver approval process if/when applicable.						

6.3	Identify Contract Sponsor communication plans for program launch						
6.4	Develop FAQ, update as new questions are identified.						
<b>7. INFORMATION SESSIONS</b>							
7.1	Program Launch information sessions (as applicable)						
<b>8. VANPOOL GROUP COMMUNICATION &amp; ACTION ITEMS</b>							
8.1	CWE communication of program launch to existing program participants. Release schedule for informational meetings.						
<b>9. VEHICLE BRANDING</b>							
9.1	Obtain logo/artwork from Contract Sponsor and confirm decal size, placement, design for all van types						
9.2	(If applicable) Secure Contract Sponsor acceptance of decals.						
9.3	Determine if existing CWE groups will need Contract Sponsor decals installed or if they can wait until their next scheduled vehicle replacement. May have more follow-up items/questions based on the response to this.						
9.4	Order all decals for transitioning groups plus extra (if needed). (If Applicable) Secure quote, W9, purchase order.						
9.5	(If applicable) Create plan for graphic installation upon vehicle arrival.						

# Sample Reporting

Please see the separately attached file [Sample NTD Reporting](#).