



## CITY of NOVI CITY COUNCIL

Agenda Item K  
June 8, 2015

**SUBJECT:** Approval of Master Equity Lease Agreement between the City of Novi and Enterprise FM Trust, and related Maintenance Agreement between the City and Enterprise Fleet Management, and also Corporate Partner Program Services Agreement between the City and EAN Services, L.L.C., all relating to lease segments of the City's light equipment vehicle fleet, subject to final review as to form, including minor non-substantive changes, by the City Attorney and City Manager.

**SUBMITTING DEPARTMENT:** City Manager's

**CITY MANAGER APPROVAL:** 

### **BACKGROUND INFORMATION:**

The City has planned and purchased sparingly each year to replace, judiciously, municipal vehicles. Every year these vehicles are paid in full in accordance with the amount approved in the annual City Budget. When new replacement vehicles are acquired, older vehicles are evaluated to determine if they are viable to remain in the City's fleet to meet the needs of another department. Researching the methods and successes of other municipalities, City Administration began investigating the merits of *leasing* vehicles for a defined period of time in order to ensure that the right vehicles are purchased for the specific task for which they are intended. Under a lease program, the City's Older Adult Transportation service, for example, could be stocked with vehicles that cater to the needs of the City's Older Adults instead of former building inspector or police vehicles. When the initial lease term has expired, the City would have the option to purchase the vehicle or have it sold on the open market. After the lease term, the vehicle would be worth significantly more and garner more value than what the City currently receives from sale at auction after 10-15 years. In addition, the leasing company would sell the leased vehicle by determining the best channel to remarket the vehicle in. The sale dollars over and above the City's initial "purchase" price would be returned to the City and be utilized for future vehicle acquisitions. The leasing company can also assist in selling the City's current fleet.

After investigating the merits of municipal leasing, City Administration advertised for vehicle leasing services. Three bids were received and evaluated by a committee of representatives from the Department of Public Services, Finance, and City Manager's Departments. Enterprise Fleet Management came in as the most qualified bid with the lowest price for a proposed vehicle, and is also the company with the most regional presence with the best references from municipalities in Michigan. There are two separate components of the Enterprise arrangement: (a) the leasing program, which will relate to specific "fleets" of vehicles and which has a separate maintenance component; and (b) the "short-term" rental program under which the City could obtain use of vehicles for shorter periods and specified activities.

The proposed contracts are open ended and the City can opt-out at any point. The plan is to utilize the leasing program specifically for the City's light-equipment fleet (full size pick-up trucks, AWD cross over inspection vehicles, sedans) excluding Police Cruisers. Lease terms will span five (5) years. The City determines annually the number of vehicles acquire. After five years the City

will return the vehicle to Enterprise who will market and ultimately sell the vehicle on the open market. The City would take advantage of the short-term rentals to meet the need, for example, for transporting seasonal employees during peak times, as opposed to purchasing a vehicle just to satisfy the seasonal needs. The City will pilot the leasing method for the next couple of fiscal years to determine if it meets the goals of acquiring more vehicles for a similar amount that has been budgeted in years past. Per the Fiscal Year 2015-16 Budget, six vehicles will be acquired through this new arrangement.

**RECOMMENDED ACTION:**

Approval of Master Equity Lease Agreement between the City of Novi and Enterprise FM Trust, and related Maintenance Agreement between the City and Enterprise Fleet Management, and also Corporate Partner Program Services Agreement between the City and EAN Services, L.L.C, all relating to lease segments of the City's light equipment vehicle fleet subject to final review as to form, including minor non-substantive changes, by the City Attorney and City Manager.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Markham</b>				

	1	2	Y	N
<b>Council Member Mutch</b>				
<b>Council Member Poupard</b>				
<b>Council Member Wrobel</b>				





## FLEET MANAGEMENT

# COPY

Enterprise Fleet Management for the City of Novi  
RFP Light Duty Fleet Leasing | May 2015

### Statement of Confidentiality

The information contained in this proposal and in subsequent communications relating to this proposal, whether or not expressly marked as confidential, are and shall be deemed confidential by both Enterprise Fleet Management, Inc. and the recipient of such proposal. The contents shall only be disclosed where required by applicable law and only to the extent required by the applicable law or any applicable open records law (for government proposals) and only after prior written notice to Enterprise Fleet Management, Inc. Disclosure and misuse of such information would result in immediate and irreparable harm to Enterprise Fleet Management, Inc. and would provide Enterprise Fleet Management, Inc. with a competitive disadvantage in its marketplace should its confidential business, operational and financial information be released.

Notwithstanding any separate agreement to the contrary, the recipient shall protect and keep the provisions of this proposal and any subsequent communications confidential and will not disclose such provisions, except to its employees or agents who require the information for the purpose expressly authorized by Enterprise Fleet Management, Inc. and for no other purpose whatsoever. Such individuals shall be bound by the same confidentiality requirements — to the same extent and on the same basis — as these obligations are imposed upon and assumed by the recipient.

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### Contingency Language for the City of Novi's Request For Proposal

It is Enterprise Fleet Management Inc.'s intention to work with the City of Novi to arrive at a mutually beneficial solution regarding contract negotiations of the City's Terms and Conditions. Enterprise Fleet Management utilizes Enterprise FM Trust as the lessor in the asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a trust as the lessor, it would not be possible to enter this debt market. Additionally, certain terms and conditions that obligate the trust may prohibit entering this debt market. Due to this, we would like to negotiate certain terms of the City's Standard Contract Terms and Conditions.

Additionally, our Master Lease Agreement must supersede all other agreements.

All pricing is subject to successful contract negotiations and dependent on credit worthiness.

### Trademark and Copyright Information

Enterprise Fleet Management, National Car Rental, Enterprise Rent-A-Car, Alamo Rent A Car, Emerald Club, Enterprise Commercial Trucks, Enterprise Rideshare, Enterprise CarShare, Zimride, 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, Inc. and affiliate Enterprise Fleet Management, Inc., which hold copyrights where applicable.

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For more information, please visit our websites [efleets.com](http://efleets.com) and [enterpriseholdings.com](http://enterpriseholdings.com).

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City of Novi

Mr. Victor Cardenas, Assistant City Manager

45175 Ten Mile Road

Novi, MI 48375

Mr. Cardenas,

On behalf of Enterprise Fleet Management, I thank you for the opportunity to respond to this RFP. With more than 50 years of fleet management experience, along with managing approximately 300,000 vehicles currently, Enterprise is uniquely qualified to fulfill your needs. By partnering with us on your fleet needs, you will be able to save time, money, and effort throughout your organization.

Enterprise will specifically tailor a program based on the needs of the City of Novi. We have the ability to offer programs consisting of leasing, rental, maintenance, fuel, insurance enrollment, disposal, and more. Our goal is to provide the same value to your agency that we have to many others across the nation.

Our resources are available to our customers through a professional and personalized approach. You will have access to a local account team that is specifically assigned to you, to ensure the highest level of customer service. Your account team will meet with you regularly, and in person, to develop and evolve your customized transportation solutions.

Our local Fleet Management team, with the experience of managing approximately 11,000 vehicles, stands ready to meet the transportation needs outlined in this RFP.

We have received and reviewed Addendum 1 and Addendum 2.

We look forward to competing to be your transportation solution provider.

Thank you,



**FLEET MANAGEMENT**

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X Adam S. Beattie Director 5/11/15

Name, Title, Date





## FLEET MANAGEMENT

Enterprise Fleet Management is a nationally recognized solution for both public and private entities looking to improve cash flow, free up credit, and save time by offloading their fleet. Enterprise has more than 300,000 vehicles on lease, with an additional 50,000 under management. When combined with our affiliate Enterprise Rent-A-Car, that number exceeds 1,500,000. Our volume makes us one of the largest purchasers of vehicles in the country — and as a privately owned company, Enterprise is not tied to any one manufacturer, so our customers receive a pleasing mix of vehicles at a low price.

### Your Total Transportation Solution

Enterprise is your complete transportation services specialist. With divisions in Fleet Management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your transportation needs under one company.

We provide our customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting. This means the City of Novi will receive constant evaluation of your holding costs to assure minimal operating expenses.

### Dedicated, Local Account Management

The City of Novi will have a dedicated, local Account Team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs. Our staff, which has extensive experience working with governments and municipalities, is within 10 miles of the City's office, so we can quickly arrive in person to address any of your needs.

Enterprise will also provide monthly management reports consisting of a single invoice of all charges — lease, maintenance, and insurance. These reports may also be viewed online for immediate access. Our team will meet with the City of Novi quarterly — or more often, if necessary — to discuss these reports and ensure your program is working exactly as intended.

### Peace of Mind Maintenance

Enterprise's Full Maintenance program will handle all factory-recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer (oil changes, tune-ups, etc.), as well as all incidentals and parts required for preventative maintenance (fluids, belts, hoses, wheel alignments, etc.), and all unscheduled and common repairs (engines, transmissions, battery, etc.).

The cost of the program is fixed, budgeted, and inflation-proof, which can significantly reduce overall maintenance expenses. It also includes 24-hours-a-day, 7-days-a-week emergency roadside assistance, reducing administrative effort and vehicle downtime.

Enterprise partners with more than 65,000 ASE-accredited maintenance providers nationwide, which allows us to pass along cost savings and provide convenience to the City.

### Looking Toward the Future

Ranked No. 16 on the *Forbes* America's Largest Private Companies list, we are, together with our affiliate Enterprise Holdings, unparalleled in size, strength, and stability — the only investment-grade company in the car rental industry. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your program.

Enterprise Fleet Management combines our expertise and industry-leading value to provide the City with the most comprehensive option in the marketplace. We are committed to providing a wide array of options to City of Novi employees in 2015 and beyond.



**1. Qualifications, related experience and a minimum of three (3) references of the proposer on the form provided herein. This section of the proposal should establish the ability of the proposer to satisfactorily perform the lease and fleet management services by reason of:**

- a. Experience in performing work of a similar nature**
- b. Demonstrated competence in the services to be provided**
- c. Strength and stability of the firm**
- d. Staffing capability**
- e. Supportive client references**

Enterprise Fleet Management has been providing fleet services to both private and public entities since the company's founding in 1957. Together with Enterprise Holdings, our affiliate, we own and manage more than 1.5 million vehicles worldwide, which allows us to offer efficient and cost-effective fleet management solutions.

Ranked No. 16 on the Forbes America's Largest Private Companies list, Enterprise Fleet Management Inc., together with our affiliate Enterprise Holdings Inc., 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.

The City of Novi will have a dedicated, local Account Team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs. Our staff, with many people who can support various aspects of the account, is within 10 miles of the City's office, so we can quickly arrive in person to address any of your needs.

Please see [Appendix A](#) for a list of references on the provided form.

**2. Proposers shall provide a brief profile of the individual or firm, the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.**

In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.

In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses, government agencies and municipalities with small-to-mid-sized fleets.

In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.

Using the expertise that comes from managing a worldwide fleet of more than 1.5 million vehicles, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with agencies to develop customized fleet programs which are proven to drive down costs and streamline the processes. Enterprise Fleet Management offers a global reach, with local support in each market, ensuring our ability to completely satisfy our customers.

Enterprise Fleet Management, a privately-held corporation, currently has 55 offices and more than 1,600 employees across North America. We are currently expanding our presence in Canada and will continue to grow and add locations to meet demand.



**3. Proposers shall provide a detailed description of the fleet management services offered as described in the Scope of Services including but not limited to:**

**a. Open-ended lease**

Many municipalities have difficulties funding a healthy vehicle life cycle. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:

- Improved cash flow
- No mileage restrictions or wear-and-tear charges
- Flexible financing options (off-balance-sheet financing available)
- Customized terms for use and type of vehicle
- Retention of ownership rights

In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows municipalities to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.

Options at completion of an open-ended lease term:

- Enterprise can renew your vehicles with new models and apply any gains to the replacement vehicle
- The City of Novi can extend the term of the lease
- The City of Novi can obtain the vehicle at the Reduced Book Value

Enterprise Fleet Management can sell the aged vehicles in a process that accommodates a competitive process. Gains are defined as the difference between the resale proceeds from our remarketing efforts and the open-market sale and the Reduced Book Value. There are no mileage charges or excessive wear-and-tear charges.

The vehicle can be resourced back into the City's owned fleet at any time during the lease period. As a result, resourcing is just as simple as outsourcing.

**b. Maintenance program**

The Full Maintenance Program is available nationwide for all makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.



- Monthly cost is fixed for the term and anticipated mileage of the vehicle
- Covers all routine service recommended by the manufacturer
- Covers all unexpected repairs — from fuses to engines and transmissions
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included

All repairs are coordinated through Enterprise using the support of our vast local network of repair facilities. This reduces the City's involvement on fleet repairs because estimates for repair time and costs are eliminated.

The Maintenance process is controlled by an Enterprise team of ASE-certified technicians. Each of our more than 65,000 vendor shops carries \$1 million liability insurance coverage for protection of vehicles on their premises when serviced.



### c. Physical damage program

Enterprise can provide Physical Damage Coverage for the leased vehicles upon receipt of loss runs. The Physical Damage Program is designed to minimize the City of Novi's losses and help get the fleet vehicles back on the road. With one phone call, the towing, bodywork, loaner car, subrogation, and reporting will all be handled by our Loss Control Team.

- **One-Call Service** — Enterprise has a single phone number for both maintenance and insurance issues. Through this number, we can quickly arrange towing, provide repair estimates, and reserve rental vehicles. Enterprise handles all details of each incident for the convenience of the City.
- **Discounted Parts and Labor Pricing** — When a vehicle is repaired at an approved facility, Enterprise negotiates lower rates on parts and labor. Our shops work to minimize downtime while vehicles are in repair.
- **Monthly Billing with No Interest Cost** — Fees are paid monthly, along with vehicle payments. There are no large cash deposits upfront nor any interest assessed on the unpaid portion, which reduces costs and increases cash flow.
- **Strong Commitment to Quality Repair** — Poor work can affect resale value. Our shops guarantee their work, and will fix any problems that arise from a recent repair free of charge.
- **Total Losses Handled** — The City of Novi will not be at risk if the book value exceeds the market value of the vehicle.
- **Consolidated Billing** — No additional check writing or administration time is required. Any expenses appear on the regular monthly billing statement.
- **Windshield repair** — Glass repairs can be included in this program

### d. Vehicle resale process/vehicle disposal procedures (dedicated remarketing program)

Your local account team will work directly with your drivers to schedule a convenient time to have the vehicles dropped off or picked up and taken to our remarketing lot. At this lot, vehicle condition will be assessed and a marketing strategy unique to each unit will be put into place.

#### *Multiple Sales Channels*

Enterprise will determine the best channel or channels to remarket your vehicle, whether it is dealer-direct, online, or in the auction lane. We will work to maximize the sale of your vehicles, returning the greatest amount of equity as quickly as possible.

We use multiple channels to remarket our vehicles, and we employ an industry-leading 400 remarketing professionals to remarket vehicles directly to both franchise and independent dealers. We also retain a professional staff that specializes in auctions for both straight and damaged vehicles. Whether it is in the auction lanes or online, we have solid relationships with most of the major and independent auction houses in the country.

#### *Quick Turnaround at the Best Price*

Our team has consistently outsold the industry-standard Black Book Commercial Value Index, and we rank our staff based on the time taken to pick up, assess, market, and sell your vehicles, in order to return your equity as quickly as possible. We currently average 22 days from the time we are notified until the vehicle has been sold. In addition, as opposed to some of our competitors, we stop lease charges as soon as the vehicle is in our possession — not when the vehicle sells //

### e. Ability of proposer to sell vehicles in the City's current fleet

We will utilize our vast network of resources and remarketing staff to quickly and efficiently sell the City's fleet vehicles, whether they are currently in the City's fleet or are leased through Enterprise Fleet Management. Titles must be returned with no liens before we are able to sell; there are fees for this service.



**f. Short-term rentals (several days or several months, in Novi or throughout the United States)**

Through our affiliate Enterprise Holdings, we are able to offer an easy, discounted rental solution through the Enterprise Rent-A-Car brand. The driver will simply need to contact their Enterprise representative, who will then reserve a rental vehicle at one of our more than 6,000 locations across the United States.

**4. Proposers shall provide a narrative regarding the process by which the Contractor would work with the City.**

The City of Novi will be provided with an Account Manager, who will be your single, dedicated point of contact, and will proactively manage and develop your fleet while delivering the highest level of day-to-day customer service. Your account manager will be supported by a local and corporate staff, with many people who can support various aspects of the account. The local Enterprise office is within 10 miles of the City's office, so we can quickly arrive in person to address any of your needs.

Enterprise will also provide monthly management reports consisting of a single invoice of all charges — lease, maintenance, and insurance. These reports may also be viewed online for immediate access. Our team will meet with the City of Novi quarterly — or more often, if necessary — to discuss these reports and ensure your program is working exactly as intended.

**5. Proposers shall provide a general description of the individual or firm's finance condition and identify any conditions, e.g., bankruptcy, pending litigations, planned office closures, impending merger, which may impede proposer's ability to provide lease and fleet management services.**

Ranked No. 16 on the Forbes America's Largest Private Companies list, Enterprise Fleet Management Inc., together with its affiliate Enterprise Holdings Inc., 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. Enterprise Fleet Management is not under any financial or legal condition that might affect our ability to fully serve this program.

Standard and Poor's Rating Services recently raised Enterprise Fleet Management Inc.'s credit rating to BBB- due to our improved financial profile, with "stronger credit ratios due to continued strong cash flow...and substantial debt reduction."

Please see the attached [Enterprise Fact Sheet](#) for more information.

Fiscal Year	Annual Revenue (Worldwide)
2014	\$17.8 billion
2013	\$16.4 billion
2012	\$15.4 billion
2011	\$14.1 billion
2010	\$12.6 billion
2009	\$12.1 billion
2008	\$13.1 billion

*All reported numbers include Enterprise Holdings and its affiliate Enterprise Fleet Management.*

**6. Proposer shall describe the firm's experience in performing like services of a similar nature for public transportation agencies, municipalities, or other government agencies.**

Enterprise Fleet Management serves more than 15,900 customers, many of which are government agencies and municipalities. Please see the case study below for an example of a recent partnership with a government agency, which is similar in size to the City of Novi program.

**CASE STUDY | LUCAS METROPOLITAN HOUSING AUTHORITY**



**LMHA estimates saving more than \$247,000 in first year after implementing a managed fleet program.**

**BACKGROUND**

Location: Toledo, OH  
Industry: Housing Authority  
Total vehicles: 60 vehicles

**THE PROBLEM**

With an aging fleet that was large and underutilized, the Lucas Metropolitan Housing Authority (LMHA) found that as maintenance costs were steadily increasing, the reliability of their vehicles was steadily decreasing.

**THE SOLUTION**

LMHA worked with Enterprise Fleet Management to find an optimal Total Cost of Ownership for its vehicles. An initial plan was established to cycle out vehicles at regular intervals, and LMHA saw large gains from the sale of the under-utilized portion of their fleet, which freed up funds to be used in other areas.

**"Coming from 25 years of government experience, I have found that every entity with a fleet of vehicles, at a minimum, needs to conduct this analysis with Enterprise Fleet Management to see where money is being spent and where money can be saved."**

*— Terri Mayle, Director of Finance*

The agency also took advantage of Enterprise's Full Maintenance program, which increased efficiency and simplified their budgeting process. Additional funds were saved during the vehicle acquisition process since Enterprise negotiated directly with the manufacturer.

**THE RESULTS**

Since partnering with Enterprise on a managed vehicle program, LMHA reduced long-term expenses by 44 percent and saw total savings of \$247,605 per year. With the reduction of fleet-related expenses, the agency's cash flow improved. As a result of its fleet program, LMHA was able to acquire newer vehicles that not only improved the agency's image but also increased employee satisfaction.

**To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.**



**Key Results**

**MORE THAN  
\$247,605  
SAVINGS  
PER YEAR**



**INCREASED  
VISIBILITY  
& TRACKING**



**44%  
EXPENSE  
REDUCTION**

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**7. Proposers shall identify subcontractors (maintenance facilities) by name, address and telephone number.**

Enterprise Fleet Management uses a nationwide network of vendors such as Firestone, Goodyear, Jiffy Lube, Pep Boys, Valvoline, and NTB, along with many dealers and independent repair facilities. Because we work with more than 65,000 individual shops, it is not feasible to list them all. A listing of local maintenance facilities that are within our network is attached as [Appendix B](#).

The provided listing includes approved facilities within the City of Novi and surrounding cities. If the City of Novi requires a broader list of approved shops, we will be happy to provide it.

**8. Proposer shall provide a copy of their lease agreement form.**

A [Master Equity Lease Agreement](#) is attached.

**9. Proposer shall provide a Delivery Schedule (period of time within which the vehicle will be delivered after receipt of order).**

We track orders with the manufacturers throughout the process. Once the vehicles arrive, our Account Fleet Coordinator team will work with each driver to coordinate the most convenient method of pickup or delivery. Your drivers will be able to check the status of their vehicles through our website or through the Enterprise mobile app.

## A. Lease Requirements

### **Vehicle Leasing**

For evaluation purposes, the City is requiring all Contractors to use the following lease parameters. Upon award, the City will negotiate with the awarded vendor the appropriate lease parameters the City deems necessary for each individual vehicle leased.

The following represents the City's requirements for a lease:

- **Five (5) year Open-Ended Lease with no mileage restrictions.**

Please see attached pricing schedule.

- **Contractor must supply End of Term Balance at the end of the 60-month term.**

Please see attached pricing schedule.

- **List all other applicable fees and charges.**

Please see attached pricing schedule.

- **Define reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.**

Our system can produce many types of custom and standard reports, including:

- Invoices
- Statements
- Fleet Summary Data
- Maintenance Report (if applicable)
- Deletion Reports
- Vehicle Order Status Reports
- Mileage Reports
- My Notices Information (provides information about upcoming lease renewals, license renewals and oil changes that are needed, where applicable)

The City of Novi can work with your local account team to customize reports on our website, including deleting columns of data that may not be desired, moving data around on the report, modifying the desired sort, etc. This format is then saved and can be viewed or downloaded in the formats noted above.

We have a very flexible customer hierarchy, along with a customer vehicle identifier, which can be used to satisfy most reporting and sorting needs. Please see [Appendix C](#) for sample reports.

- **Maintenance as specified in "Service and Maintenance Requirements" based on 5 years and 60,000 miles (if City chooses to exercise this option)**

Please see attached pricing schedule.

### **Additional Services**

- **Rental program: short-term of several days to several months. Must be able to use program throughout the U.S.**

Through our affiliate Enterprise Holdings, we are able to offer an easy, discounted rental solution through the Enterprise Rent-A-Car brand. The driver will simply need to contact their Enterprise representative, who will then reserve a rental vehicle at one of our more than 6,000 locations across the United States. Enterprise has a rental location within 15 miles of 90 percent of the U.S. population, ensuring nationwide coverage for your drivers.



## B. Service and Maintenance Requirements

The City shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance, and repair are performed to maintain the warranty. As the City deems necessary it may request maintenance services to be included on select leased vehicles. Does your company provide a program in which the maintenance costs are fixed and guaranteed during the life of the lease?

YES  NO

If yes, please include the cost of program(s) in the pricing section and provide detail on program(s) including but not limited to:

- **Location of facilities that will perform services**

Please see [Appendix B](#) for a list of repair shops in the area that are part of our nationwide network.

- **Monitoring, tracking, and service needed notification capabilities / procedures**

The only preventative maintenance notices we provide are for oil changes. A notice is posted online for the National Service Department contact to alert the driver when an oil change is past due.

- **Included and excluded items / coverage**

A full list of what is and is not covered under the Full Maintenance program is provided within the attached [Master Equity Lease Agreement](#).

- **Compatibility with manufacturer's warranty**

Most warranty repairs are handled by the dealer network, with minimal assistance from the National Service Department (NSD). The dealers are not required to call for approval if the repair is covered by the manufacturer. If a repair is covered by warranty, Enterprise will handle all paperwork and document the repair. The NSD can assist with repeat problems, parts delays, and extended downtime. Enterprise maintains a strong working relationship with the manufacturers, and will seek assistance from our service representatives for part delivery escalation or similar issues, when necessary.

- **Qualification requirements for those performing work on leased vehicles**

All Maintenance Coordinators and Service Advisors in the National Service Department have some level of automotive education and experience. Some are recent graduates from technical colleges with associate degrees, others have bachelor degrees in automotive technology, and some have many years of hands-on experience repairing vehicles in dealerships and independent repair shops. Automotive Service Excellence (ASE) certifications are required in the Service Advisor position and highly encouraged for Maintenance Coordinators.

The National Service Department was the first fleet management company to earn the ASE Blue Seal of Excellence. To qualify, 75 percent of our technical staff must be ASE certified and we must maintain certifications in all repair areas that we handle. NSD has achieved the Blue Seal status for the past 15 years.

All personnel performing actual work are held to the standards of the vendors we select and can perform any repairs necessary.



## C. Description/Work Statement

### ***Project Organization and Management***

The Contractor shall establish and maintain an appropriate organizational structure to enable local management of this contract. Documentation supporting the Contractor's ability to service the contract (including but not limited to office locations) should be included with the bid submission. All ordering will originate directly from the City.

The City of Novi will have a dedicated, local Account Team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs. Our staff, with many people who can support various aspects of the account, is within 10 miles of the City's office, so we can quickly arrive in person to address any of your needs.

The EFM office at 29301 Grand River Ave., Farmington Hills, will be the office servicing the City of Novi account. A list of preferred repair shops in the area that can service your fleet vehicles has been provided.

### ***Vehicle Quantities and Locations***

The City fleet targeted to be satisfied by this lease contract consists of approximately up to sixty-six (66) vehicles. **THIS IS A NON-GUARANTEED AMOUNT CONTRACT. The City reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the City. Please see Attachment B for a list of the City's current light duty fleet. See Attachment C for specifications for several of the types of vehicles that could be leased.**

We will work with the City to develop a complete fleet solution that is cost-efficient and allows for a comfortable mix of vehicles. Our relationships with all the major manufacturers allow us to offer a wide variety of makes and models, including those listed in attachments B and C.

### ***Vehicle Mileage and Term***

The Contractor shall be able to support vehicle return and replacement as specified in the contract. The awarded Contractor may propose, and the City may consent to, a desired timeframe or mileage interval different than levels requested by the City, if such intervals provide advantages to the Contractor, the City, or both, such as lower lease prices due to better vehicle resale potential.

Your Account Manager will perform a cost analysis to make sure we are cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that the City of Novi is using the most cost-efficient vehicle for their needs. Enterprise can support vehicle return and replacement at whatever interval will best suit the City of Novi program, and we will leverage our experience and company-wide resources to help you lower the cost of your fleet.

### ***Vehicle Inspection***

**All vehicles leased under this contract shall be inspected, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle.**

As the largest purchaser of vehicles in North America, Enterprise can acquire vehicles directly from any of the major manufacturers. We can also offer both new and used vehicles. Enterprise Fleet Management will become your personal car shopper by locating the vehicle, negotiating the price, and preparing a quote. If the vehicle is used, we will provide any relevant documentation and information about the vehicle's condition.

### ***Condition of Leased Vehicles***

**Each vehicle furnished under this contract shall be of good quality and in safe operating condition. The City shall accept or reject the vehicles promptly after receipt. If the City determines that any vehicle is defective or unsafe at delivery, the City shall promptly inform the Contractor in writing.**

We understand and agree to this. We will work with the City to ensure that every vehicle is up to the expected standards.



## Deliveries or Performance

### ***Term of Contract and Period of Performance***

**This contract consists of a one (1) year period with four (4) 1-year option period(s). Vehicles ordered at any point under this contract are expected to remain in use for approximately 5 years. The Contractor's responsibilities under this contract and period of performance will cease when the last vehicle furnished under the contract has been returned to the Contractor, provided there are no remaining issues in dispute.**

### ***Option to Extend the Term of the Contract***

**The City may extend the term of this contract by written notice to the Contractor within 60 days prior to the expiration of the current initial contract. If the City exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.**

We understand and agree to this.

### ***Delivery Schedule***

**The Contractor proposes to deliver vehicles within the following period after receipt of an order for a given vehicle.**

Order-to-delivery times can vary based on the manufacturer's production schedule and the make and model of the vehicles ordered. EFM will provide you updates before and after the order is placed with the manufacturer, and will give an estimated timeframe for vehicle pickup or delivery.

**In the event delivery cannot be completed within this period, the Contractor shall notify the City when it becomes aware it cannot meet the schedule and shall indicate the reason for delay and a projected delivery date. The City reserves the right to cancel the order at that time without cost to the City. In any event, the City's obligation to pay does not commence until the City accepts delivery of a vehicle from the Contractor.**

Enterprise Fleet Management will provide you updates before and after the order is placed with the manufacturer, and will give an estimated timeframe for vehicle pickup or delivery. In the event that a manufacturer cannot complete the order within the estimated timeframe given, we can work to provide an alternative solution, including pulling from manufacturer pool vehicles or other inventories.

Our corporate office has assigned contacts at each vehicle manufacturer, and we have established relationships with many sub-code dealers and manufacturers which allow us to place orders directly within the manufacturers ordering systems. These systems also allow us to research questions that arise in the ordering process, ensuring a seamless ordering process.

### **Reporting Requirements**

The third and ninth months in each ordering period, the Contractor shall meet with the City to discuss a contract status report. This report shall cover all vehicles delivered, or otherwise in the possession of the City at any time during the previous six-month period. A separate section of the report shall address outstanding undelivered orders. The reports shall include, at a minimum, the following information for each vehicle: vehicle year, make and model; vehicle identification number; cost center (assigned by the City); date of delivery; months in service. This report should be presented in spreadsheet product compatible with Microsoft Excel and is preferred to be accessible online monthly. The Contractor shall provide two hard copies and two electronic copies of the report. The City will review this information and compare it to the City records to detect potential inconsistencies requiring resolution.

The City may also request additional meetings with the Contractor in relation to this agreement. The Contractor will work in good faith to meet with the City for any additional meetings in a timely fashion.

We regularly hold client review meetings to review the overall performance of your fleet. At that time, members of your account management team will provide recommendations regarding maintenance, fuel, insurance, acquisition, and resale based upon industry standards. We will work to review this information and any other items the City requires, and meet as often as needed to make the City of Novi program a success.

Our system can produce many types of custom and standard reports, including:

- Invoices
- Statements
- Fleet Summary Data
- Maintenance Report (if applicable)
- Deletion Reports
- Vehicle Order Status Reports
- Mileage Reports
- My Notices Information (provides information about upcoming lease renewals, license renewals and oil changes that are needed, where applicable)

Our customers can work with their local account team to customize reports on our website, including deleting columns of data that may not be desired, moving data around on the report, modifying the desired sort, etc. This format is then saved and can be viewed or downloaded in the formats noted above.

We have a very flexible customer hierarchy, along with a customer vehicle identifier, that can be used to satisfy most reporting and sorting needs.



## End of Lease Options (Open-End Lease)

**At the end of lease term, the City may**

### **(1) Offer the vehicle for sale to a third party**

We can facilitate sales to employees or a third party associated with our customer. This process can help provide a degree of separation between the driver, the City of Novi, and the end buyer of the vehicle. Typically, this process is initiated by the driver upon termination of the lease, and with approval from the City, we handle the sale from beginning to end.

### **(2) Purchase the vehicle from the Contractor for the end of term obligation (Reduced Book Value plus other charges)**

The City of Novi and your employees have the option of purchasing the vehicles at the end of the lease. The purchase price is based on the current market value of the vehicle. In an open-end lease scenario, we would suggest a market value for you, but ultimately the City of Novi would determine the price.

### **(3) Turn the vehicle in to be disposed of by Contractor. When turning vehicles into the Contractor, the Contractor will: (1) Check vehicle in with a written report (2) within four weeks, Contractor will communicate to the City a minimum market value for vehicle based on at least two offers or bids.**

Enterprise's strategy is to utilize multiple channels to remarket our vehicles. We employ an industry-leading 400 remarketing professionals to remarket our vehicles directly to both franchise and independent dealers. We also retain a professional staff that specializes in auctions for both damaged and undamaged vehicles. Whether it is in the auction lanes or online, we have solid relationships with most of the major and independent auction houses in the country, and will get your vehicles sold quickly and at the best possible price.

Your assigned account team will work directly with your drivers to schedule a convenient time to have the vehicle dropped off or picked up and taken to our remarketing lot. At this lot, vehicle condition will be assessed and a marketing strategy unique to each unit will be put into place. Enterprise will determine the best channel or channels to remarket your vehicle whether it is dealer direct, online, or in the auction lane. We will work to maximize the sale of your vehicles, returning the greatest amount of equity as quickly as possible.

We currently average 22 days from the time we are notified until the vehicle has been sold.

### **Funding Information**

**This contract does not, in itself, order any specific vehicles, nor does it create an obligation of funds.**

### **Notice Regarding Availability of Annual Appropriations**

**Orders placed under this contract will be funded by annual appropriations. Regulations permit agencies to obligate annual appropriations for a period not exceeding twelve months, and the City is budgeting resources for this program and intends to obligate amounts sufficient to cover projected payments over twelve-month periods coinciding with the ordering periods. Depending on the negotiated alternative selected, orders may be subject to availability of appropriations for future fiscal years. Federal law prohibits agencies from obligating the District to make payments in advance of appropriations, i.e., beyond the permitted 12-month window. Notwithstanding the City does indicate, by placement of orders under this contract, its intent to continue to lease the ordered vehicles for the length of time specified in the contract. Other than for reasons of default or convenience as authorized by applicable termination clauses, the parties acknowledge that orders will be cancelled, and obligations of the parties will cease, only in the event of non-appropriation or if the City's requirement no longer exists.**

We understand these provisions.

### ***Invoice Instructions***

Detailed invoicing instructions will be negotiated between the City and the tentatively selected contractor. Any credits due the City shall be separately identified on the invoice and shall be applied against outstanding charges due to the Contractor.

We will work with the City to produce invoices that meet all of your needs.

### **Special Contract Requirements**

#### ***Insurance and Liability***

**(a) The City is insured for liability coverage. The City shall be responsible for damage to:**

**(1) Leased vehicles where such damage is not beyond economical repair, but the Contractor shall be liable for the following:**

- i. normal wear and tear,**
- ii. loss or damage caused by the negligence of the Contractor, its agents, or employees, and**
- iii. damage covered by the manufacturer's warranty or damage attributable to a manufacturing defect; and**

**(2) Property of third persons, or the injury or death of third persons, where such damage results from the fault, negligence, or wrongful act or omission of the Government, its agents, or employees.**

**(b) The Contractor shall provide and maintain insurance covering its liabilities as indicated in Attachment A.**

We understand these provisions. Please refer to the [Master Agreement](#) and [Enterprise Insurance Certificate](#), which are attached.




**LEASE PRICING FORM**

**Type of Vehicle:** 2015 Ford F350 Pickup, as specified in Sample Specifications  
 or equivalent: 2016 Ford F350 XL 4x4 SD Regular Cab 8ft box 137 in WB SRW

**Base Purchase Price** \$40,695 MSRP   
**Lease Term** 60  
**Inservice Date** 7/1/2015  
**Annual Mileage** 15,000

**Discounts off Base Purchase Price:** Description of discount

Discount (1)	\$3297	MSRP reduction to Factory Invoice
Discount (2)	\$8858	Ford Government "Bid Assistance" incentive
Discount (3)		
Discount (4)		
Discount (5)		
Discount (6)		
<b>Stipulated Cost</b>	\$28,540.00	


**Additional Fees:** Description of fees (include additional sheet, if needed)

Fee (1)	\$66.18 (optional)	Full Maintenance Amount Per month (includes 2 sets of brakes/ 0 tires)
Fee (2)	\$14.27 mo *See below	Monthly Management Fee calculated at .05% of vehicle capitalized price
Fee (3)		
Fee (4)		
Fee (5)	\$350 **See below	Resale Fee
<b>Total fees</b>	\$416.18	

<b>Interest Rate</b>	3.91%
<b>Depreciation rate</b>	1.25% ***See below
<b>Monthly payment</b>	\$430.85 

Lease Year	Annual Interest Paid	Annual Principal Paid	Maintenance Cost (if option exercised)	*Other fees (please specify below)
Year 1	718.00	4280.88	66.18x12= 794.16	14.27x12 = 171.24 (Mgt Fee)
Year 2	718.00	4280.88	66.18x12= 794.16	14.27x12 = 171.24 (Mgt Fee)
Year 3	718.00	4280.88	66.18x12= 794.16	14.27x12 = 171.24 (Mgt Fee)
Year 4	718.00	4280.88	66.18x12 = 794.16	14.27x12 = 171.24 (Mgt Fee)
Year 5	718.00	4280.88	66.18x12 = 794.16	14.27x12 = 171.24 (Mgt Fee)
<b>TOTAL</b>	3590.40	21,404.40	3970.80	856.20

**\*Other fees:**

\*Monthly Management Fee is already included in the total monthly payment of \$430.85  
 \*\* \$350 resale fee applies to end of term units as well as any non-leased units Enterprise sells on behalf of City of Novi.  
 \*\*\*Enterprise Policy is to use a minimum of 1.25% depreciation because A) the aggressive depreciation protects the City against any significant downturn in the used vehicle market going forward or a reduction in vehicle resale due to more miles driven than anticipated, and/or vehicle damage that could affect the resale amount and B) it provides the City additional flexibility with it's provision for a 1 year contract with 4 annual renewals.  
 If you use historical used vehicle values, the actual anticipated rate of depreciation would be .81%. If this percentage were to be used, the new monthly payment would be \$317.35. As a reminder, any and all equity will be refunded to the City of Novi. The specifics of this provision are covered within our Master Equity Lease Agreement. 



# Open-End (Equity) Lease Rate Quote

Quote No: 2888720

Prepared For: City of Novi

Date 05/11/2015

AE/AM JAW

**Unit #**

Year 2016 Make Ford Model F-350

Series XL 4x4 SD Regular Cab 8 ft. box 137 in. WB SRW

Vehicle Order Type Ordered Term 60 State MI Customer# 471492

\$ 28,539.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax 0.0000% State MI
\$ 103.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00	Extended Service Contract

**Order Information**

<b>Driver Name</b>
<b>Exterior Color</b> (0 P) Race Red
<b>Interior Color</b> (0 I) Steel w/Cloth 40/20/40 Split Bench Seat
<b>Lic. Plate Type</b> Unknown
<b>GVWR</b> 0

\$ 28,539.00	Total Capitalized Amount (Delivered Price)
\$ 356.74	Depreciation Reserve @ 1.2500%
\$ 74.11	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 430.85</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management
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Comp/Coll Deductible 0 / 0

\$ 66.18	Full Maintenance Program <sup>3</sup> Contract Miles 60,000
	Incl: # Brake Sets (1 set = 1 Axle) 2

OverMileage Charge \$ 0.0550 Per Mile

# Tires 0 Loaner Vehicle Not Included

**\$ 66.18 Additional Services SubTotal**

\$ 0.00	Use Tax 6.0000% State MI
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**\$ 497.03 Total Monthly Rental Including Additional Services**

\$ 7,134.60 Reduced Book Value at 60 Months

\$ 350.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** City of Novi

<b>BY</b>	<b>TITLE</b>	<b>DATE</b>
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\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.





# Open-End (Equity) Lease Rate Quote

Quote No: 2888720

## VEHICLE INFORMATION:

2016 Ford F-350 XL 4x4 SD Regular Cab 8 ft. box 137 in. WB SRW - US

Series ID: F3B

### Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 33,284.00	\$ 36,080.00
Total Options	\$ 2,919.00	\$ 3,420.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
<b>Total Price</b>	<b>\$ 37,398.00</b>	<b>\$ 40,695.00</b>

## SELECTED COLOR:

Exterior: PQ - (0 P) Race Red

Interior: 1S - (0 I) Steel w/Cloth 40/20/40 Split Bench Seat

## SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$ 85.00	\$ 100.00
137WB	137" Wheelbase	STD	STD
18B	6" Angular Black Molded in Color Running Board	\$ 273.00	\$ 320.00
1S_02	(0 I) Steel w/Cloth 40/20/40 Split Bench Seat	NC	NC
41P	Transfer Case & Fuel Tank Skid Plates	\$ 85.00	\$ 100.00
44P	Transmission: TorqShift 6-Speed Automatic	Included	Included
473	Snow Plow Prep Package	\$ 73.00	\$ 85.00
52B	Trailer Brake Controller	\$ 230.00	\$ 270.00
54K	Manual Telescoping 2-Way Fold Trailer Tow Mirrors	Included	Included
587	Radio: AM/FM Stereo w/Digital Clock	Included	Included
592	Roof Marker/Clearance Lamps	\$ 48.00	\$ 55.00
610A	Order Code 610A	NC	NC
61S	Front & Rear Splash Guards/Mud Flaps (Pre-Installed)	\$ 111.00	\$ 130.00
64A	Wheels: 17" Argent Painted Steel	Included	Included
66S	Upfitter Switches (4)	\$ 107.00	\$ 125.00
68D	GVWR: 10,000lb Payload Package	NC	NC
85S	Tough Bed Spray-In Bedliner	\$ 422.00	\$ 495.00
90L	Power Equipment Group	\$ 763.00	\$ 895.00
90LACD	Accessory Delay	Included	Included
90LPAA	Perimeter Anti-Theft Alarm	Included	Included
90LPLK	Power Locks	Included	Included
90LPWN	Power 1st Row Front-Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
996_	Engine: 6.2L 2-Valve SOHC EFI NA V8 w/68D	NC	NC
PAINT	Monotone Paint Application	STD	STD
PQ_01	(0 P) Race Red	NC	NC
TCD	Tires: LT265/70R17E OWL A/T	\$ 389.00	\$ 455.00
X3E	Electronic Locking w/3.73 Axle Ratio	\$ 333.00	\$ 390.00

## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 2  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Skid Plates: skid plates  
Side Steps: yes  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front and rear tow hooks  
Front License Plate Bracket: front license plate bracket  
Front Mud Flaps: front and rear mud flaps  
Bed Liner: bed liner  
Box Style: regular  
Body Material: fully galvanized steel body material  
Trailer Hitch: class V trailering with harness, hitch, brake controller  
Grille: black grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Front Cupholder: front cupholder  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Dashboard Storage: dashboard storage  
IP Storage: bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Speakers: 4 speakers  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: aero-composite halogen headlamps  
Cab Clearance Lights: cab clearance lights  
Cab Clearance Lights: cargo bed light  
Underhood Light: underhood light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Tachometer: tachometer  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: low-tire-pressure warning  
Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Transmission Oil Temp Gauge: transmission oil temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Oil Pressure Warning: oil-pressure warning



Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st row overhead airbag  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock  
Ignition Disable: SecuriLock immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest with storage  
Leather Upholstery: cloth front seat upholstery  
Headliner Material: full cloth headliner  
Full Carpet Floor Covering: vinyl/rubber floor covering  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

**Address the following issues:****1. How the City is to be billed or otherwise pay for the leases, and how any subsequent rate increases are determined, e.g., CPI-based.**

Enterprise sends invoices on a monthly basis; they are available on the fourth business day each month and due on the 20<sup>th</sup> of that same month.

Invoices are available on the website in csv, excel and pdf formats. Physical invoices can also be mailed if the customer desires. We will work with the City of Novi to come up with an invoicing format and process that best works for you.

**2. How residual values for the vehicles are determined at any point during the lease.**

We use Black Book's Commercial Value Index, along with a multitude of industry and internal sales tools, to determine pricing and track against the industry. We are able to work with your drivers to determine the residual value of vehicles at any point during the lease.

**3. How net sales proceeds (i.e., the revenues from the remarketing sale of the vehicles after they are turned in by the City) will be maximized, and whether the City has the right to remarket the vehicles if its track record of net sales proceeds is superior to that of the vendor's.**

Enterprise maintains working relationships with a wide variety of remarketing resources. Our staff of more than 400 remarketing professionals interacts with thousands of these dealers and auctions on a daily basis. This allows us to consistently monitor the market and truly understand your vehicles' highest value. We use this knowledge to capitalize on geographic variations in the market, enabling us to outperform national averages.

We remarket vehicles directly to franchise and independent dealers; we also use auctions as a remarketing channel.

Our strategies allow us to generate a better return than Black Book, on average gaining \$1,016 more per vehicle, based on vehicles with an average of 72,338 miles.

**4. What the City's liability / benefit would be for the vehicles once the replacement parameters have been reached, and how net sales proceeds may create such a liability (proceeds below residual value) or benefit (proceeds above residual value).**

Our local full time Remarketing Manager keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our clients' vehicles are coming off lease just as demand is high in the used car markets. We are always looking to take advantage of peaks to help reduce our clients' total cost of ownership.

The City of Novi will benefit from any Equity returned for proceeds above residual value and will be responsible for any loss of Equity upon final sale.

**5. What the City's liability would be for the vehicles if they're turned in before the replacement parameters have been reached or the vehicle is totaled.**

In the event that the Term for any vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

**6. What the City's liability would be for vehicles that are totaled in an accident.**

Please see the above response to question 5.

**7. Assurances that the finalist(s) will provide insurance coverages as described.**

We comply. Please see the attached [Enterprise Insurance Certificate](#).



As required per the Specifications, below is a list of at least three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

**1. Company name:** City of Ferndale

**Address:** 300 East Nine Mile, Ferndale, MI 48220

**Business phone:** 248-546-2363; ddelacourt@ferndale-mi.com

**Contact person:** Mr. Derrick Delacourt, Economic Development Director

**Type of service provided:** The City of Ferndale utilizes the Full Maintenance and Remarketing programs and currently has 13 open-end leases with Enterprise.

**Length of time services provided:** Customer since June 2008

**2. Company Name:** City of Fraser

**Address:** 33000 Garfield, Fraser, MI 48026

**Business phone:** 248-293-3100; richh@fraser.govoffice.com

**Contact person:** Mr. Rich Haberman, City Manager

**Type of service provided:** The City of Fraser utilizes our Full Maintenance, Maintenance Management, and Remarketing services, and currently has 23 open-end leases with Enterprise.

**Length of time services provided:** Customer since July 2011

**3. Company Name:** Taylor Schools

**Address:** 23033 Northline Road, Taylor, MI 48180

**Business phone:** 734-374-1200; stirls@taylor.k12.mi.us

**Contact person:** Ms. Shawn Sterling, Chief Financial Officer

**Type of service provided:** Customer since September 2007

**Length of time services provided:** Taylor Schools utilizes our Full Maintenance and Remarketing services, and currently has 18 open-end leases with Enterprise.

## Appendix B. Local Repair Shops

The following listing includes approved facilities within the City of Novi and surrounding cities. Enterprise Fleet Management utilizes a nationwide network of more than 65,000 approved facilities, and if the City of Novi requires a broader list of approved shops, we will be happy to provide it.

Shop Name	Address	City	Postal	Phone
Arieo Automotive	33014 Grand River	Farmington Hills	48335	477-0670
Belle Tire #17	42409 Grand River Ave.	Novi	48375	348-4348
Belle Tire #85	30567 Milford Road	South Lyon	48165	437-1200
Big Ray's Quick Lube	39190 Grand River	Farmington Hills	48335	427-9444
Bob Sellers Pontiac-Gmc	38000 Grand River Ave.	Farmington Hills	48335	478-8000
Cook Automotive	28060 Pontiac Trail	South Lyon	48178	264-6338
Dan's Auto Repair Inc.	43151 Grand River Ave.	Novi	48375	348-1230
Darrell's Firestone	23534 Farmington Road	Farmington Hills	48336	477-9090
Davis Auto Care	807 Doheny Drive	Northville	48167	349-5115
Discount Tire #Mid01	42990 Grand River Ave.	Novi	48375	347-1501
Discount Tire #Mid04	30720 West 12 Mile Road	Farmington Hills	48334	737-7812
Feldman Kia	42235 Grand River Ave.	Novi	48375	478-3800
Firestone Complete Auto Care	20175 Haggerty	Northville	48167	347-3158
Garrett Auto & Truck Service	24175 Industrial Park Dr.	Farmington Hills	48335	478-8382
Hal's Auto Clinic	24795 Hathaway	Farmington Hills	48335	477-5951
Jaguar Of Novi	24295 Haggerty Road	Novi	48327	478-1111
Jim's Oil Depot	807 Doheny Drive	Northville	48167	349-7884
Kenny's Lakes Area Auto Experts	490 N Pontiac Trail	Walled Lake	48390	668-1200
Landrover Farmington Hills	38200 Grand River Ave	Farmington Hills	48335	474-9900
Maggie Oil Change #5	1679 E West Maple Rd	Walled Lake	48390	669-6980
Marty Feldman Chevrolet	42355 Grand River Ave.	Novi	48375	348-7000
Mercedes Benz Of Novi	39500 Grand River Ave.	Novi	48375	426-9600
Midas Muffler	43421 West 12 Mile Road	Novi	48377	348-3140
Novi Motive	21530 Novi Road	Novi	48375	349-0290
Pep Boys #0286	28210 West 8 Mile Road	Farmington Hills	48336	476-5210
Quality Express Lube	38410 Grand River Ave.	Farmington Hills	48335	474-2555
Sears Auto Center #6432	27600 Novi Road	Novi	48377	344-0580
Sellers Buick Gmc	38000 Grand River Ave.	Farmington Hills	48335	478-8000
Sellers Truck Center	24501 Hathaway St.	Farmington Hills	48335	477-6457
Serra Toyota	35200 Grand River	Farmington Hills	48335	699-7100
Shuman Motor Sales	1111 S Commerce	Walled Lake	48390	669-2010
South Lyon Auto Maint. Center	501 S. Lafayette St.	South Lyon	48178	437-6919
Speedy Auto Service	598 S. Main St.	Northville	48167	675-1156
Suburban Acura	25000 Haggerty Road	Farmington Hills	48335	471-9200
Suburban Chrysler-Jeep	38123 10 Mile Road	Farmington Hills	48335	476-7900
Suburban Honda	25100 Haggerty Road	Farmington Hills	48335	477-1700
Suburban Imports Of Farmington	37911 Grand River Ave.	Farmington Hills	48333	471-0800
Suburban Infiniti	24355 Haggerty Road	Novi	48276	471-2220
Thayer's Complete Auto Service	1771 E West Maple Road	Walled Lake	48390	669-4800
Tire One	32418 W 8 Mile Rd	Farmington Hills	48336	442-7934
Tom Holzer Ford	39300 W Ten Mile Rd	Farmington Hills	48335	474-1234



Shop Name	Address	City	Postal	Phone
Tommy's Auto Repair	43111 Grand River	Novi	48375	348-2080
Uncle Ed's Oil Shoppe #1111	24086 Middlebelt	Farmington Hills	48336	474-7348
Uncle Ed's Oil Shoppe #1116	30740 W 12 Mile Road	Farmington Hills	48024	851-6530
Uncle Sams Q-Lube	31322 Orchard	Farmington Hills	48334	932-0341
V.I.P. Tire & Automotive Inc.	48705 Grand River	Novi	48050	348-5858
Valvoline Instant Oil Change	24400 Novi Road Ste.101	Novi	48375	348-3451
Valvoline Instant Oil Change	32686 Grand River	Farmington Hills	48336	474-5990
Varsity Lincoln-Mercury	49251 Grand River Ave.	Novi	48376	305-5400
Victory Lane Quick Oil Change	703 South Lafayette	South Lyon	48178	486-4451
Victory Lane Quick Oil Change	37751 West 12 Mile Road	Farmington Hills	48331	848-9423

Sample Invoice

Invoice Number: FBN938508 Billing Contact: Leasing/Fleet Services  
 Accts. Receivable  
 Total Amount Due: \$39,837.94 Billing Phone: 314-512-5000  
 Due Date: 10/20/2009 Bill To Number: 123456

Please Remit To:  
 Enterprise Fleet Services  
 123 Fake Corporate Blvd  
 Suite 500  
 St. Louis, MO 63146  
 United States

Invoice, 10-03-09 Due upon receipt, late if not paid by 20th of October

Line	Customer Number	Customer Vehicle ID	Unit Number	Term	Mos. In Svc.	Year	Make	Model	Driver	Base Lease(\$)	Main Fee(\$)	Insurance(\$)	Tax/Other Chgs(\$)	Misc(\$)	Total(\$)	Due Date
1	123456	Activity Dates 09/15/2009	KMJ123	16	0				THOMAS SCHOOT	0.00	0.00	0.00	0.00	0.00	97.10	10/20/2009
			Description ALIGNMENT (THRUST ANGLE)	489964 IP-OT							0.00	0.00	0.00	0.00	0.00	97.10
2	123456	Activity Dates 10/01/2009-10/01/2009	DEG989	48	18	08	BUIC	LACR	STEVEN HUMMER	536.43	86.24	121.00	52.28	0.00	797.97	10/20/2009
			Description MONTHLY LEASE CHARGES	BL0808-1009-MR							536.43	86.24	121.00	52.28	0.00	797.97
3	123456	Activity Dates 10/01/2009-10/01/2009	HMB777	48	17	08	FORD	F15E	JOHN ROBINS	603.48	81.93	121.00	0.00	0.00	806.41	10/20/2009
			Description MONTHLY LEASE CHARGES	BL0804-1009-MR							603.48	81.93	121.00	0.00	0.00	806.41
4	123456	Activity Dates 10/01/2009-10/01/2009	DEG989	48	16	08	FORD	F15E	SCOTT COHEN	599.45	81.93	121.00	12.22	0.00	814.60	10/20/2009
			Description MONTHLY LEASE CHARGES	BL0805-1009-MR							599.45	81.93	121.00	12.22	0.00	814.60
5	123456	Activity Dates 10/01/2009-10/01/2009	DEG989	36	17	08	BUIC	LUCE	THOMAS SCHOOT	638.61	65.31	121.00	57.74	0.00	882.66	10/20/2009
			Description MONTHLY LEASE CHARGES	BL0805-1009-MR							638.61	65.31	121.00	57.74	0.00	882.66
			HMB777	36	17	08	BUIC	LUCE	LOUIS CORTEZ	638.61	65.31	121.00	57.74	0.00	882.66	10/20/2009

Website Dashboard



**EXAMPLE COMPANY**  
 Customer Number: ABC123 ([change](#))

USER NAME

**Dashboard** | [Reports](#) | [Enter Mileage](#) | [Requests](#) | [Contacts](#) | [User Profile](#)

[Report Manager](#)

**Services Overview**

<b>Lease Type</b>	<b>Units</b>
<a href="#">Equity (open-end)</a>	50
<a href="#">Net (closed-end)</a>	0
<b>Total</b>	<b>50</b>
<b>Maintenance</b>	
Full Maintenance	1
<a href="#">Maintenance Management</a>	40
<b>Enrollment Coverage</b>	
Physical Damage	0
Liability	0

[Vehicle Order Status](#) | [Risk Management](#)

**Total Repair Costs:** \$240.00  
**Average Cost of Repair:** \$20.00

**Fuel**

**Total Spent:** \$480.20

**Billing Overview**

[View Statement](#) | [View Invoice](#)

<b>Current Statement</b>	
Previous Balance	\$8,000.00
Payments Received	(-)\$8,000.00
Current Month Charges	\$8,000.00
Adjustments	\$0.00
Finance Charges	\$0.00
<b>Statement Total:</b>	<b>\$8,000.00</b>
<b>Current Invoice</b>	
Recurring Charges	\$6,000.00
Non-Recurring Charges	\$2,000.00
<b>Invoice Total</b>	<b>\$8,000.00</b>

**Notices** | [View](#)

<b>Renewals</b>	Past	Current	Future
<a href="#">Lease</a>	19	1	2
<a href="#">License</a>	1	0	0
<b>Reminders</b>			
<a href="#">Oil Changes</a>	28	0	--

**Fleet Mix** | [View](#)

1/2 Ton Cargo Van	1	(3%)
Cab Chassis	3	(8%)
Coupe	35	(88%)
SUV	11	(3%)
<b>Total Units</b>	<b>50</b>	

**Vehicle Model Year Mix**



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# Fleet Summary Report

## Fleet Summary, Current

Customer Number	Customer Vehicle ID	Unit Number	VIN (last 5)	Driver	Year	Make	Model	Li. State	Plate #	Delivery Date	Lease Type	Term (Mths.)	Mos. in Svc.	Mos. Paid	Delivered Price (\$)	Rent (\$)	Use Tax (\$)	Depn. (%)	Depn. (\$)	Lease Chgs. (\$)	Lit./Tol. (\$)	Inv. Chg. (\$)	Reduced Book Value* (\$)	Contract Mileage	Last Mileage	Mileage Date	Master Cust. #
123456	CAR0000	DE8889	A13D37	THOMAS SCHOOT	2009	CHEV	GCHE	MD	22H3J12	09-16-2006	Lease	24	3	1	736.16	832.87	0.00	3.47	90.33	139.32	0.00	1.71	3958.07	36000	16818	03/16/2010	123456
123456	CAR0001	DE8889	A13D36	JIM CALLEN	2004	CHEV	EGU1	MD	42M3J17	10/30/2006	Lease	60	10	11	989.68	320.18	0.00	8.02	90.27	72.89	0.00	9.82	4276.27	100000	15466	03/30/2010	123456
123456	CAR00010	DE8889	A13D38	DAN SPATT	2004	AUDI	GCHE	MD	82M3J17	03/24/2008	Lease	48	14	13	912.16	410.41	0.00	9.06	83.04	81.66	0.00	7.30	3821.38	100000	89892	03/24/2010	123456
123456	CAR00011	H88877	A13D31	ROBERT LOBLAY	2006	TOYOT	GCHE	MD	82M3J18	03/17/2008	Lease	48	24	16	1286.31	127.10	0.00	6.80	83.26	14.56	0.00	2.01	3008.41	36000	33424	03/17/2010	123456
123456	CAR00012	KHJ123	A13D33	LOUIZ CORTIZ	2004	TOYOT	ARUN	MD	32M3J17	10/18/2007	Lease	36	6	19	1248.86	197.63	0.00	5.90	87.70	79.06	0.00	3.78	191.97	80000	15468	03/16/2010	123456
123456	CAR00013	DEH783	A13D31	JOHN SMITH	2010	JEEP	ARUN	MD	12M3J18	12/06/2006	Lease	48	32	6	262.98	402.21	0.00	8.79	41.94	127.78	0.00	3.82	1731.82	80000	28982	03/26/2010	123456
123456	CAR00022	DEV434	A13D31	JOEY MOOT	2008	FORD	EDCAP	MD	12M3J13	09/27/2008	Lease	36	8	1	922.66	260.62	0.00	6.66	96.13	96.78	0.00	1.74	4214.97	80000	46606	03/27/2010	123456
123456	CAR00033	DEP321	A13D33	SCOTT COHEN	2008	GMC	EDCAP	MD	72M3J12	03/20/2009	Lease	48	16	4	489.33	917.31	0.00	2.03	98.38	68.23	0.00	2.93	3402.03	100000	63789	03/20/2010	123456
123456	CAR00044	DEP440	A13D32	HAURO LOPEZ	2007	JEEP	EDCAP	MD	82M3J10	10/26/2008	Lease	24	38	18	804.20	188.84	0.00	4.27	94.47	87.06	0.00	1.33	278.34	36000	10237	03/26/2010	123456
123456	CAR00055	DEG979	A13D36	BILL SCHUTZ	2009	TOYOT	EGU1	MD	82M3J10	06/06/2006	Lease	48	22	18	191.89	458.87	0.00	1.10	93.87	137.73	0.00	0.36	4083.66	100000	29974	04/06/2010	123456
123456	CAR00066	DEH664	A13D38	MICHAEL RIDER	2008	AUDI	ARUN	MD	82M3J18	06/24/2004	Lease	48	4	22	1802.46	317.04	0.00	8.40	79.99	100.03	0.00	4.08	4721.49	80000	214	03/24/2010	123456
123456	CAR00077	DEH2340	A13D38	STEVEN HUMBER	2008	FORD	ARUN	MD	82M3J18	08/03/2004	Lease	24	18	10	1998.01	160.03	0.00	4.62	2.78	90.88	0.00	0.78	2388.82	36000	14306	04/03/2010	123456
123456	CAR00088	DEH440	A13D32	GEORGE WILLS	2008	TOYOT	EGU1	MD	42M3J17	09/22/2008	Lease	24	10	2	896.97	649.61	0.00	3.65	82.20	138.14	0.00	9.95	3934.89	100000	6310	03/22/2010	123456
123456	CAR00099	DEH2320	A13D38	JOHN ROBIN	2006	TOYOT	ARUN	MD	42M3J12	08/07/2009	Lease	60	8	2	1724.78	108.90	0.00	8.64	13.67	167.44	0.00	8.47	4230.90	80000	21400	04/07/2010	123456

# Fleet Replacement Schedule

## City of Novi

### Fleet Profile

### Fleet Replacement Schedule

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2015	2016	2017	2018	2019	Under-Utilized
Compact Pickup Reg 4x2	2	6.8	11,500		1	1			
1/2 Ton Pickup Reg 4x2	3	6.1	9,000		2			1	
1/2 Ton Pickup Reg 4x4	4	6.0	4,500	1			2	1	
3/4 Ton Pickup Reg 4x4	7	10.2	8,000	2			1		
1 Ton Pickup Reg 4x4	2	8.8	5,000	1		4		1	
Minivan-Passenger	1	7.8	16,500	1					
Minivan-Cargo	2	2.7	5,000					2	
Full-size Van-Passenger	1	3.8	11,500		1				
1/2 Ton Van Cargo	1	12.8	6,000	1					
3/4 Ton Van Cargo	1	7.8	4,000		1				
Mid-size Sedan	3	4.1	6,500				3		
Full-size Sedan	11	7.1	11,000	2	4	2	1		2
Compact SUV 4x4	12	7.1	5,000	4	3	3		2	
Mid Size SUV 4x4	5	3.8	7,000	1		1		3	
Full Size SUV 4x4	7	3.9	8,500	2		1	2	2	
<b>Totals/Averages</b>	<b>62</b>	<b>6.5</b>	<b>7,000</b>	<b>15</b>	<b>12</b>	<b>12</b>	<b>9</b>	<b>12</b>	<b>2</b>

#### Replacement Criteria:

- \* Fiscal Year 2015 = Model Year 2006 and older, or odometer over 90,000
- \* Fiscal Year 2016 = Model Year 2008 and older, or odometer over 83,000
- \* Fiscal Year 2017 = Model Year 2010 and older, or odometer over 76,000
- \* Fiscal Year 2018 = Model Year 2012 and older, or odometer over 65,500
- \* Fiscal Year 2019 = Remaining Vehicles
- \* Underutilized = Annual Mileage less than 2,000

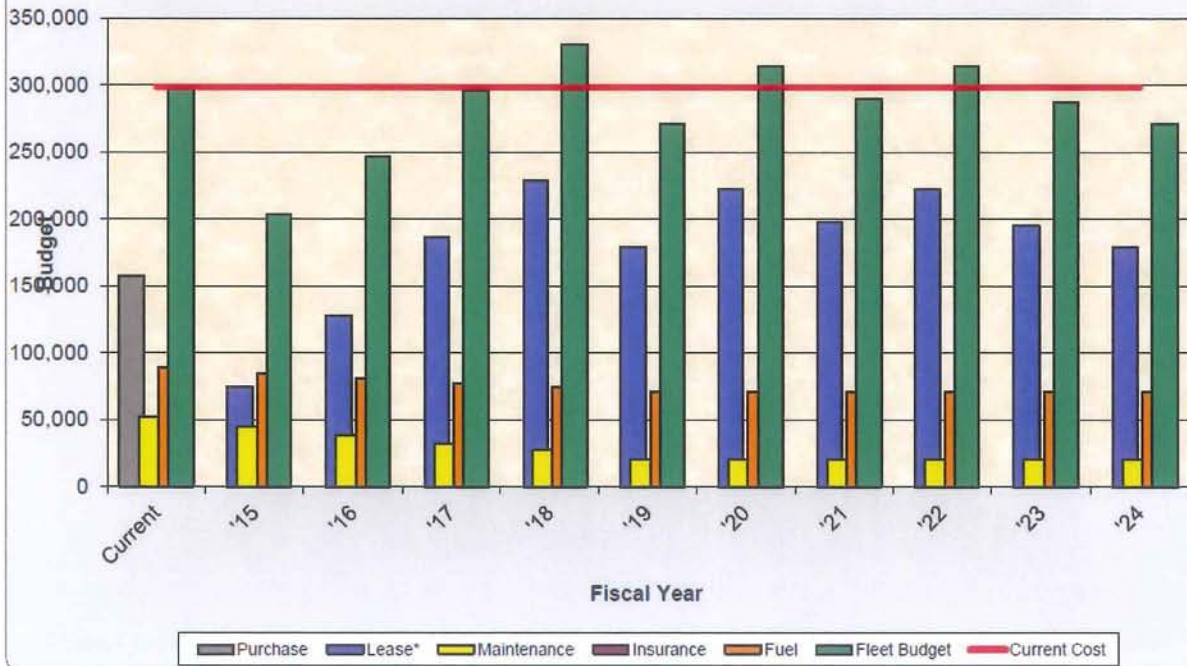
**City of Novi - Fleet Planning Analysis**



<b>Current Fleet</b>	62	<b>Fleet Growth</b>	-0.74%	<b>Proposed Fleet</b>	60	<b>10 yr Savings</b>	\$158,724
<b>Current Cycle</b>	10.00	<b>Annual Miles</b>	7,400	<b>Proposed Cycle</b>	5.00	<b>Long Term Avg. Savings</b>	\$3,090/yr
<b>Current Maint.</b>	\$70.00	<b>Insurance</b>	\$0.00	<b>Proposed Maint.</b>	\$28.97		1.0%
<b>Fuel Info</b>	-	<b>MPG</b>	15	<b>Price/Gallon</b>	\$3.00		

Fiscal Year	Fleet Mix				Fleet Cost					Fleet Budget	Annual Savings
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Insurance	Fuel		
Current	62	6.2	62	0	157,645	0	52,080	0	88,800	298,525	0
'15	62	15	47	15	0	74,546	44,717	0	84,503	203,767	94,758
'16	61	12	34	27	0	127,838	38,499	0	80,939	247,275	51,249
'17	61	12	22	39	0	185,950	32,628	0	77,445	296,024	2,501
'18	60	9	12	48	0	229,009	27,260	0	74,592	330,861	-32,336
'19	60	12	0	60	0	179,524	20,861	0	71,040	271,425	27,100
'20	60	15	0	60	0	222,287	20,861	0	71,040	314,188	-15,664
'21	60	12	0	60	0	198,442	20,861	0	71,040	290,343	8,182
'22	60	12	0	60	0	222,243	20,861	0	71,040	314,145	-15,620
'23	60	9	0	60	0	195,168	20,861	0	71,040	287,069	11,456
'24	60	12	0	60	0	179,524	20,861	0	71,040	271,425	27,100

**10 Year Budget Forecast**







**SIGNATURE SHEET**

**CITY OF NOVI  
LIGHT DUTY FLEET LEASING**

I, the undersigned, do hereby acknowledge I have read all the requests listed herein and have submitted my proposal accordingly. I have submitted all documentation required.

Company Name: Enterprise Fleet Management, Inc.

Principal Location of the Company: 600 Corporate Park Drive, St. Louis, MO 63105

Authorized Principal in Charge of Project: Adam Beattie, Director of Fleet Management

Type or print name as signed above: Adam Beattie

Direct telephone: ( 248 ) 426-1437

Fax Number: ( 248 ) 426-1453

Cell Phone: ( 734 ) 845-1564

Email Address: Adam.S.Beattie@efleets.com

Local Location if different from above: 29301 Grand River Ave., Farmington Hills, MI 48336

Authorized Person in Charge of Project at this Location: Same as above

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

Type or print name as signed above: Adam Beattie

Direct telephone: ( \_\_\_\_\_ ) Same as above

Fax Number: ( 866 ) 547-6625

Cell Phone: ( 734 ) 845-1564

Email: adam.s.beattie@efleets.com

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

## WORLD HEADQUARTERS

Enterprise Holdings, Inc.  
 600 Corporate Park Drive  
 St. Louis, Missouri 63105  
 (314) 512-2880  
[www.enterpriseholdings.com](http://www.enterpriseholdings.com)

	<b>Alamo Rent A Car</b> <a href="http://www.alamo.com">www.alamo.com</a>
	<b>Enterprise Rent-A-Car</b> <a href="http://www.enterprise.com">www.enterprise.com</a>
	<b>National Car Rental</b> <a href="http://www.nationalcar.com">www.nationalcar.com</a>
	<b>Enterprise Car Sales</b> <a href="http://www.enterprisecarsales.com">www.enterprisecarsales.com</a>
	<b>Enterprise Commercial Trucks</b> <a href="http://www.enterprisetrucks.com">www.enterprisetrucks.com</a>
	<b>Enterprise CarShare</b> <a href="http://www.enterprise-carshare.com">www.enterprise-carshare.com</a>
	<b>Enterprise RideShare</b> <a href="http://www.enterpriserideshare.com">www.enterpriserideshare.com</a>
	<b>Zimride</b> <a href="http://www.zimride.com">www.zimride.com</a>
	<b>Enterprise Fleet Management</b> <a href="http://www.efleets.com">www.efleets.com</a>

Enterprise Holdings and its affiliate Enterprise Fleet Management together offer a total transportation solution. Combined, these businesses – which include extensive car rental and car sharing services, commercial truck rental, corporate fleet management, and retail car sales – accounted for \$17.8 billion in revenue and operated more than 1.5 million vehicles throughout the world in fiscal year 2014.

Enterprise Holdings, through its regional subsidiaries, operates the largest fleet of vehicles in the world through a global network of nearly 8,600 airport and neighborhood locations under the Enterprise Rent-A-Car, National Car Rental, and Alamo Rent A Car brands. Its affiliate, Enterprise Fleet Management, provides full-service fleet management to companies and organizations with medium-sized fleets. Other transportation services marketed under the Enterprise brand name include Enterprise CarShare, Enterprise Rideshare, Enterprise Car Sales, and Enterprise Commercial Trucks.

Enterprise Holdings is the largest car rental company in the world as measured by revenue, fleet, and employees. Enterprise Holdings' annual revenues also place it near the top of the travel industry, exceeding all other rental car companies, and most airlines, cruise lines, hotels, tour operators and online travel agencies.

An Enterprise Holdings brand has ranked highest in rental car customer satisfaction among North American airport rentals in the J.D. Power Rental Car Satisfaction Study for 13 of the past 15 years.

## HIGHLIGHTS

- 83,000 employees\*
- More than 1.5 million vehicles, the world's largest fleet\*
- Approximately 8,600 neighborhood and airport locations worldwide
- More than 6,000 neighborhood and airport locations in the U.S.
- Ranked by *Forbes* as one of America's Largest Private Companies

\*Employee and fleet numbers include Enterprise Fleet Management

For more information about Enterprise Holdings' [Corporate Sustainability Report](#) or the company's environmental stewardship and long-term commitment to the sustainability of its business, visit [www.DrivingFutures.com](http://www.DrivingFutures.com).





## FAST FACTS

### Alamo Rent A Car

- Founded in 1974
- Attracts value-oriented international and U.S. leisure travelers looking for an easy and hassle-free rental experience
- Largest car rental provider to international travelers visiting North America
- Launched the industry's first real-time Internet booking engine in 1995 and first online check-in system in 2005; today, operates 171 self-service kiosks at 63 U.S. locations
- Earned *Budget Travel* magazine's "Extra Mile Award" for self-serve kiosks
- Official rent a car of *Walt Disney World*® Resort and *Disneyland*® Resort

### Enterprise Rent-A-Car

- Founded in 1957
- Rental locations throughout North America and Europe
- More than 5,500 U.S. neighborhood and airport branch offices located within 15 miles of 90 percent of the U.S. population
- Known for great rates, neighborhood convenience and outstanding service, including picking up local customers at no extra cost
- Ranked highest in rental car customer satisfaction among North American airport rentals by J.D. Power and Associates eight times in the past ten years
- Official Corporate Partner of the NCAA, NHL and NHLPA

### National Car Rental

- Founded in 1947
- Premium, internationally recognized brand serving the daily rental needs of the frequent airport traveler seeking choice, convenience and time savings for their personal and business trips
- Helped pioneer the corporate account business with the car rental industry's first comprehensive frequent-renter program ("Emerald Club")
- Introduced "Emerald Aisle," where members can bypass the rental counter and select their own vehicles without stopping for any paperwork
- Earned 2010 and 2011 *SmarterTravel* Editors' Choice Award as the "Best Rental Car Loyalty Program"
- Official Partner and Official Rental Car of The PGA of America
- Named Best Rental Car Company in North America for 2012 by *Business Traveler* magazine
- Recognized as best overall car rental service by *Executive Travel* magazine
- Ranked highest in rental car customer satisfaction among North American airport rentals in the J.D. Power 2013 Rental Car Satisfaction Study
- Scored highest in the car rental industry in the 2014 Forrester Research Customer Experience Index

## EXECUTIVES

Andrew C. Taylor  
EXECUTIVE CHAIRMAN

Donald Ross  
VICE CHAIRMAN

Pamela Nicholson  
PRESIDENT AND  
CHIEF EXECUTIVE OFFICER

Jo Ann Taylor Kindle  
PRESIDENT, ENTERPRISE  
HOLDINGS FOUNDATION

Greg Stubblefield  
EXECUTIVE VICE PRESIDENT  
AND CHIEF STRATEGY OFFICER

William Snyder  
EXECUTIVE VICE PRESIDENT  
AND CHIEF FINANCIAL OFFICER

Christine Taylor-Broughton  
SENIOR VICE PRESIDENT,  
NORTH AMERICAN OPERATIONS

Steve Bloom  
PRESIDENT, ENTERPRISE FLEET MANAGEMENT  
AND SENIOR VICE PRESIDENT, CAR SALES

Lee Kaplan  
SENIOR VICE PRESIDENT  
AND CHIEF ADMINISTRATIVE OFFICER

Craig Kennedy  
SENIOR VICE PRESIDENT  
AND CHIEF INFORMATION OFFICER

Edward Adams  
SENIOR VICE PRESIDENT,  
HUMAN RESOURCES

Rose Langhorst  
SENIOR VICE PRESIDENT AND  
TREASURER

Carolyn Kindle  
VICE PRESIDENT AND  
EXECUTIVE DIRECTOR  
ENTERPRISE HOLDINGS FOUNDATION

Patrick T. Farrell  
CHIEF MARKETING AND  
COMMUNICATIONS OFFICER



## ANNUAL REVENUE

### WORLDWIDE

<b>FY 2014</b>	\$17.8 billion*
<b>FY 2013</b>	\$16.4 billion*
<b>FY 2012</b>	\$15.4 billion*
<b>FY 2011</b>	\$14.1 billion
<b>FY 2010</b>	\$12.6 billion
<b>FY 2009</b>	\$12.1 billion
<b>FY 2008</b>	\$13.1 billion
<b>FY 2007</b>	\$9.5 billion
<b>FY 2006</b>	\$8.9 billion
<b>FY 2005</b>	\$8.2 billion

\*FY 2012, FY 2013 and FY 2014 revenue includes revenue from Enterprise Fleet Management, which was spun out from Enterprise Holdings on August 1, 2011.



## CHRONOLOGY/KEY MILESTONES

- 1947** Group of 24 independent car rental operators with 800 vehicles and 60 locations come together to found National Car Rental
- 1954** National becomes first car rental brand to offer one-way rentals for customers wishing to rent cars in one town and leave them in another
- 1957** Jack Taylor founds Executive Leasing, the company that eventually would become Enterprise Holdings, operating with a fleet of seven cars
- 1962** Executive Leasing begins rental operation with a fleet of 17 cars
- 1966** National is first in car rental industry to bring computers into daily reservation operations
- 1969** Jack Taylor names the company Enterprise as a salute to a WWII aircraft carrier he served on – the USS Enterprise
- 1974** Alamo Rent A Car founded with four locations in Florida, pioneering the concept of unlimited free mileage
- 1982** Alamo opens state-of-the-art rental plaza in Tampa, Fla.
- 1987** National introduces “Emerald Club,” industry’s first comprehensive frequent-renter program
- 1991** Jack Taylor’s son, Andy Taylor, named Enterprise CEO
- 1995** Alamo is first in car rental industry with real-time Internet booking capabilities
- 2000** Enterprise fleet nears 500,000 vehicles; revenue surpasses \$5.6 billion
- 2005** Alamo launches industry’s first and only online check-in system; Enterprise fleet surpasses 665,000 vehicles
- 2006** Enterprise announces 50 Million Tree Pledge in celebration of first 50 years in business; makes commitment to plant 50 million trees over next 50 years, at a cost of \$50 million
- 2007** Taylor family acquires Alamo and National brands
- 2008** Enterprise receives Global Vision Award from *Travel Leisure*; total fleet surpasses 1.1 million vehicles (including Alamo, Enterprise and National)
- 2009** Taylor family of companies adopts Enterprise Holdings name as parent of Alamo Rent A Car, Enterprise Rent-A-Car and National Car Rental brands
- 2010** Enterprise adds first all-electric vehicles to fleet
- 2011** Enterprise Holdings’ brands named top rental car services of 2011 by *Executive Travel* readers; company publishes its inaugural Corporate Sustainability Report
- 2012** Enterprise Holdings further expands its European presence with its acquisition of Citer and Atesa car rental brands, enters the car rental market in China through a strategic investment in eHi Auto Services; President and COO Pam Nicholson again named one of *Fortune* magazine’s 50 Most Powerful Women in Business (2007-12); company franchises Enterprise Rent-A-Car brand for first time in Portugal, rebrands locations in France and Spain to Enterprise Rent-A-Car
- 2013** Enterprise Holdings receives “Outstanding Achievement Award for Sustainability” from the Global Business Travel Association (GBTA) Foundation; *Human Resource Executive* magazine names company one of top 100 corporate employers in U.S. by size of workforce; US Veterans Magazine recognizes Enterprise Holdings as a Top Veteran-Friendly Company; Pam Nicholson named CEO, the first from outside the Taylor family; ride-matching business of Zimride acquired
- 2014** Enterprise Rent-A-Car and National Car Rental brands are recognized as J.D. Power 2014 Customer Champions; Enterprise Rent-A-Car is voted favorite rental car agency in TripAdvisor® Travelers’ Choice Awards.

## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this sixth day of May, 2015, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.



**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee'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 or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights



under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Novi

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc., its attorney in fact

By: x  
Title: City Manager

By: Adam Beattie  
Title: Director of Fleet Management

Address: 45175 Ten Mile Road  
Novi, MI 48375-3024

Address: 29301 Grand River Avenue  
Farmington Hills, MI 48336

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

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

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT  
(Physical Damage Only)**

This Addendum is made to the Master Equity Lease Agreement dated the sixth day of May, 2015, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Novi

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc., its attorney in fact

\_\_\_\_\_  
By: x  
Title: City Manager

\_\_\_\_\_  
By: Adam Beattie  
Title: Director of Fleet Management

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

## MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this sixth day of May, 2015, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Novi ("Lessee").

### WITNESSETH

**1. LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the sixth day of May, 2015, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

**2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

**3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

**5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

**6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.



**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. 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. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Novi

EFM: Enterprise Fleet Management, Inc.

\_\_\_\_\_

\_\_\_\_\_

By: x  
Title: City Manager

By: Adam Beattie  
Title: Director of Fleet Management

Address: 45175 Ten Mile Road  
Novi, MI 48375-3024

Address: 29301 Grand River Avenue  
Farmington Hills, MI 48336

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2014

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 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 Inc. 701 Market Street Suite 1100 St. Louis, MO 63101  ENTER -STND-GAW-14-15	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C. No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Enterprise FM Trust 600 Corporate Park Dr. St. Louis, MO 63105	<b>INSURER A :</b> The Travelers Indemnity Company of Connecticut	NAIC # 25682
	<b>INSURER B :</b> Travelers Property Casualty Co. of America	NAIC # 25674
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> CHI-005060385-01	<b>REVISION NUMBER:</b> 3
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			HC2E-GLSA-474M7351-TCT-14	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> SIR 2,000,000			HE-EAP-474M7302-TCT-14	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HC2J-UB-474M7050-14 (AOS) HRJ-UB-474M7062-14 (WI) HWXJ-UB-474M7074-14 (OH XS WC) SEE ATTACHED	09/01/2014 09/01/2014 09/01/2014	09/01/2015 09/01/2015 09/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Evidence of Insurance

<b>CERTIFICATE HOLDER</b> Enterprise FM Trust 600 Corporate Park Drive St. Louis, MO 63105	<b>CANCELLATION</b> 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: ENTER

LOC #: St. Louis



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Enterprise FM Trust 600 Corporate Park Dr. 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 coverage for employees 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. The Workers Compensation policies shown on this Certificate of Insurance provides Employers Liability for all states. Employers Liability limits on the Ohio Excess Workers Compensation policy are \$3,000,000 XS of a \$2,000,000 S.I.R.



**Corporate Partner Program Services Agreement ("Agreement")**

City of Novi  
("Customer")

This Corporate Partner Program Services Agreement ("Agreement") is between Customer and EAN Services, LLC ("EAN"). Customer and EAN agree as follows:

- Affiliates; Scope of Agreement.** Customer understands that EAN intends to, and shall have the right to, delegate the performance of certain of its obligations and duties under this Agreement (including, without limitation, all obligations and duties relating to the rental of vehicles) to one or more affiliates of EAN (each, an "Affiliate" and collectively, the "Affiliates") and to make available to Customer a network of independently owned franchisees and licensees (collectively "Franchisees") operating Enterprise Rent-A-Car and National Car Rental brand vehicle rental locations from which Customer may rent vehicles at the Rates provided herein in locations where EAN itself does not operate. This Agreement shall only apply to and cover vehicle rentals to an employee of Customer or its affiliates ("Eligible Renter") from a car rental facility which is located in the jurisdictions set forth in the Schedules attached hereto and which is operated under the brand name as set forth on each applicable Schedule. The particular brand (Enterprise and/or National) will be specified on each applicable Schedule and/or on the Rate Sheet for each applicable country. This Agreement shall not apply to rentals in jurisdictions not specified on a particular Schedule, to rentals by another brand not identified under the particular Schedule, to any rentals under the "Alamo Rent A Car" brand or, unless otherwise provided herein, to any truck rentals operated by Enterprise Commercial Truck. This Agreement shall not apply to any program or rentals by EAN or an Affiliate to an Eligible Renter under Rideshare by Enterprise or Enterprise Vanpool or such other similar brand names or programs providing similar services as are provided under such brands. Except as may otherwise be specifically stated in this Agreement, this Agreement shall not apply to any program or rentals by EAN or an Affiliate to an Eligible Renter under the Enterprise Car Sharing or Enterprise CarShare or WeCar or Mint or PhillyCar Share brand names or programs providing similar services as are provided under such brands.
- Term.** The term of this Agreement begins June 22, 2015 ("Effective Date") and shall continue thereafter until terminated by either party by providing no less than thirty (30) days' prior written notice to the other party. Notwithstanding the foregoing, if either party (including, in the case of Customer, any Renter) shall default in the performance of any of its obligations or duties under this Agreement or any "Rental Contract" (as hereinafter defined) and such failure shall continue for a period of ten (10) days after written notice thereof from the non-defaulting party, then the non-defaulting party shall have the right to immediately terminate this Agreement by written notice to the defaulting party, which right of termination shall be in addition to any and all other rights and remedies which the non-defaulting party may have at law or in equity.
- Rental Program.** EAN agrees to make vehicles available to Eligible Renters for rental for business use and leisure use at the Rates provided herein when the Eligible Renter makes an advance reservation, subject to availability. "Business Use" rentals shall be defined as rentals which are paid, in whole or in part, by Customer or for which the Eligible Renter is reimbursed, in whole or in part, by Customer. Eligible Renters must use the Account Number(s) assigned by EAN to Customer (XZ20Z16 for National and Enterprise brand Business Use rentals and XZ20Z16 for National and Enterprise brand leisure rentals) when making the reservation for the rental. For rentals originating at an FBO, as defined herein, Eligible Renters shall make reservations 48 hours in advance of the rental. All rentals under this Agreement shall be made through a booking channel or channels approved by EAN or its designee in writing. Under no circumstances shall EAN or its Affiliates be responsible to pay any fees or charges to Customer or any other third party in order for EAN or its Affiliates to connect to such approved booking tool or channel used by Customer. In the event an Eligible Renter does not use the applicable Account Number or approved booking channel as set forth herein for a rental, the terms and conditions of this Agreement shall not apply to such rental. Reservations for rentals in certain cities during special events, major holidays, and peak seasonal demand periods may require a financial guarantee. Rentals originating in the United States shall not be driven to Mexico or Canada unless otherwise agreed to by the



applicable Affiliate. Rentals originating in Canada shall not be driven into the United States unless otherwise agreed to by the applicable Affiliate.

4. Preferred Provider Status. Customer agrees to recommend, the Affiliates and Franchisees of the National Car Rental brand in the U.S., Canada, Latin America and the Caribbean and the Enterprise Rent-A-Car brand as options to, Eligible Renters renting vehicles for Business Use in the jurisdictions set forth under this Agreement. Furthermore, Customer agrees to promote the preferred provider status on its internal website and through other company-wide internal communication networks, where applicable. Customer intends to produce **\$25,000** ("Volume Benchmark") in time and mileage revenue for car rental services under this Agreement during each twelve-month period during its term. Customer agrees that EAN may increase Rates set forth herein by \$1.00 per day on each car class if, at the end of the first 6 months of this Agreement, the time and mileage revenue is not equal to or greater than forty percent (40%) of the Volume Benchmark.
5. Rental Contracts. For each vehicle rented, the Eligible Renter must execute the then-standard rental agreement of the applicable Affiliate at the rental facility at which the vehicle rental occurs (or, for National brand rentals only, the National Emerald Club Agreement) (each, regardless of brand, a "Rental Contract"). In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. In the event EAN or any Affiliate or any agent of EAN or an Affiliate delivers a rental vehicle to an Eligible Renter at a Fixed Based Operator airport facility ("FBO"), Customer shall be obligated to and bound by the terms and conditions of the applicable Affiliate's Rental Contract whether or not Eligible Renter executed such Rental Contract. By its signature below, the signatory represents and warrants that Customer agrees to be bound to such terms and conditions for such Eligible Renters as if an Eligible Renter had signed such Rental Contract. Customer agrees to pay EAN or the applicable Affiliate, as directed by EAN, upon demand for all rentals and other amounts owed by an Eligible Renter under a Rental Contract relating to a Business Use rental not timely paid by such Eligible Renter. For amounts not paid within thirty (30) days after the end of the rental transaction date of invoice/statement, Customer agrees to pay a late charge of 1-1/2% per month, not to exceed the maximum rate allowable by law.
6. Rental Rates. For the first twelve (12) months commencing on the Effective Date of this Agreement, EAN agrees to charge the base rental rates ("Rates") and Location Surcharges, which differ by brand, and rental location, set forth in the Rate Summary for National and Enterprise rentals in the United States and Puerto Rico, Schedule 1 for Canadian rentals, and Schedule 2 for rentals outside of the United States, Puerto Rico and Canada, and attached hereto and incorporated herein and if applicable, Rates for twelve and fifteen passenger vans at Enterprise and National brand locations shall be set forth on the 12/15 Passenger Van Rental Schedule, attached hereto and incorporated herein. For Emerald Club members using the Emerald Aisle, the Rate charged shall be the ICAR rate. For rentals outside of the Emerald Aisle (including Emerald Club Members renting at non-Emerald Aisle locations), the Rate charged shall be the rate for the vehicle rented. In each successive 12-month period, EAN shall increase the Rates by \$1 above the Rates set forth for the preceding 12-month period and modify the Location Surcharges in its sole discretion. In addition to such rate increases provided for herein, if the aggregate amount of costs incurred by EAN or the Affiliates on a collective basis for or with respect to their fleet of rental vehicles for a given model year increases by more than 10% of the aggregate amount of costs for such vehicles during the prior model year, EAN shall increase the Rates by providing Customer with thirty (30) days notice of such increase in Rates. Rates may not apply in certain cities during special events, major holidays, and peak seasonal demand periods. Vehicle classes are subject to availability. This Agreement shall apply to all vehicles rented in the United States, Puerto Rico and Canada, regardless of whether the car class is listed on an attached schedule, except that, for rentals in the United States and Puerto Rico, DW and third party liability, if included in the Rate, shall not apply for rentals of exotics and high line vehicles, and for rentals in Canada, DW, if included in the Rate, shall not apply to any vehicle class not listed on an attached schedule. When Customer books a truck rental using its Account Number on [www.enterprisetrucks.com](http://www.enterprisetrucks.com) for a rental from any truck rental facility operated by an Affiliate, a five percent (5%) discount off the renting location's standard, undiscounted daily, weekly and monthly rates shall apply. Additional mileage charges and additional terms and conditions shall apply for such truck rentals. In the event an Eligible Renter makes a reservation for car classes not listed on an attached schedule, all National brand locations will apply up to a 15% discount off of the National Business Rate for the originating rental location, and rates for all Enterprise brand locations will be determined by the applicable originating location in its sole determination. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof ("Day"). All Rates and surcharges are supplied in local currency.

7. Indemnification. Each party hereby agrees to defend, indemnify and hold harmless the other party and its parent corporations, subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any and all claims made by any third party (including, without limitation, any governmental or regulatory body, instrumentality, authority, agency or official) against any indemnified party (including any and all damages, losses, liabilities, costs and/or expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by such indemnified party in connection therewith) relating to or arising out of or in connection with (a) the negligent, wrongful, tortuous, civil violations or criminal acts or omissions of the indemnifying party or any of its parent corporations, subsidiaries or affiliates or any of their respective directors, officers, and/or employees, (b) the use or operation of any rental vehicle by the indemnifying party or any of its parent corporations, subsidiaries or affiliates or any of their respective directors, officers, and/or employees while on a rental for Business Use and/or (c) any breach of this Agreement or any Rental Contract by the indemnifying party or any of its parent corporations, subsidiaries or affiliates or any of their respective directors, officers, and/or employees.
8. Emerald Club. EAN will offer Eligible Renters membership in the National Emerald Club. EAN will supply customized paper applications and/or a customized direct link to the Emerald Club enrollment web site, which will be placed on Customer's intranet site and distributed through its internal system upon execution of this Agreement.
9. Franchisees. This Agreement does not bind Franchisees, but each Franchisee will honor the applicable Rates (as well as Damage Waiver and Liability Protection to the extent included in the Rate) as set forth in this Agreement and the applicable Schedule(s) for the Franchisee's jurisdiction of operation.
10. Offsets. The parties agree that EAN and each Affiliate may, from time to time, and upon notice to Customer, offset any amounts that are owed to EAN or any Affiliate from Customer against amounts owed by EAN or any Affiliate to Customer.
11. Assignment. Subject to Paragraph 1 above, neither party may assign or otherwise transfer any of its rights or delegate the performance of any of its obligations or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
12. Eligible Renters. In order for an Eligible Renter to be eligible to rent from EAN or an Affiliate, he/she must possess a valid driver's license issued by the state or province in which such person resides, be age 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law; and 25 or older for luxury, sport utility, and 12 and 15 passenger vans), and meet the other normal renter qualifications of the applicable Affiliate at the applicable renting location. Customer may be required to verify the status of any person claiming to be an Eligible Renter or Additional Authorized Driver, as defined herein, in the event that person has or causes an accident. If Customer does not verify the status of the person in question, the applicable Affiliate will not provide any of the Driver Protection Products afforded to Eligible Renters or Additional Authorized Drivers hereunder to that person unless required by applicable law. Unless applicable law requires otherwise, the Vehicle may NOT be driven by anyone except any Additional Authorized Driver or the Eligible Renter. An "Additional Authorized Driver" is an individual who (i) is a capable and validly licensed driver, (ii) is at least 21 years of age (a young renter fee may apply for drivers under age 25), (iii) has the Eligible Renter's prior permission to drive the Vehicle, and (iv) is either an immediate family member, business partner, employer, or fellow employee of the Eligible Renter who drives the rental vehicle for business purposes. Customer will not allow use of the rental vehicle by any driver in violation of the requirements set forth above.
13. Miscellaneous. Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement, including but not limited to the Account Number(s) assigned to Customer. Customer agrees that EAN and the Affiliates and Franchisees may share information provided by Customer to EAN or any Affiliate with their respective Affiliates and Franchisees. This Agreement (which supersedes any existing corporate car rental agreements between Customer and EAN or any Affiliate) and any Rental Contract and any addendum thereto entered into between an Affiliate and an Eligible Renter sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. To the extent of a conflict between the terms of this Agreement and a Schedule hereto, the terms of the Schedule shall prevail. To the extent of a conflict between the terms of this Agreement and a Rental Contract, the terms of this Agreement shall prevail. This Agreement shall be governed by the substantive laws of Michigan, without taking into account any conflict of law principles which would require application of another law. Rental Contracts shall be governed by the substantive laws of the jurisdiction in which they are executed, or for Emerald Club rentals, the laws of the jurisdiction in which the rental



originates. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile, pdf or other electronic transmission shall constitute effective delivery thereof.

14. Notices. Notices or other communications under this Agreement shall be in writing and shall be effective when delivered personally or by overnight courier, or mailed, postage prepaid, by certified or registered mail to each party at the addresses set forth below (or to such other address(es) as either party may from time to time provide the other).

EAN Services, LLC  
Attn: Business Rental Sales Department  
600 Corporate Park Drive  
St. Louis, MO 63105

With a copy to:  
Enterprise Holdings, Inc.  
Attn: General Counsel  
600 Corporate Park Drive  
St. Louis, MO 63105

Company: City of Novi  
Attn: Victor Cardenas  
Address: 45175 W 10 Mile Rd  
City, State/Province: Novi, Mi  
Zip/Postal Code: 48375  
Email: vcardenas@cityofnovi.org

The signatory below for Customer represents that he/she is authorized to enter into this Agreement on behalf of Customer, and, by placing his/her signature on this Agreement, agrees to bind Customer to the terms of this Agreement.

**EAN SERVICES, LLC**

**CUSTOMER**

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

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

Name: Authorized Officer

Name: \_\_\_\_\_

Title: Secretary or Assistant Secretary

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Corporate Partner Program Services Agreement**

**Schedule 1**

**This schedule applies to rentals at locations of the Affiliates in Canada**



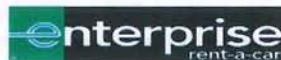
**Rates for rental transactions originating and terminating at a National brand location, except as provided for herein, are as follows:**

<b>VEHICLE SIPP CODES</b>	<b>VEHICLE CLASS</b>	<b>DAILY RATES</b>
ECAR	Economy	C\$41.00
CCAR	Compact	C\$42.00
ICAR	Intermediate	C\$43.00
SCAR	Standard	C\$44.00
FCAR	Full Size	C\$46.00

**Location Surcharges**

For rental transactions originating at National brand locations in the following areas (as determined by EAN in its sole discretion), an additional surcharge will be assessed as provided for each day:

<b>Surcharge Amount</b>	<b>National Brand Surcharge Locations</b>
C\$3.00	Montreal; Toronto; Charlottetown; Moncton; Fredericton and St. John
C\$5.00	Calgary; Edmonton and Fort McMurray
C\$10.00	Wabush



**Rates for rental transactions originating and terminating at an Enterprise brand location, except as provided for herein, are as follows:**

<b>VEHICLE SIPP CODES</b>	<b>VEHICLE CLASS</b>	<b>DAILY RATES</b>
ECAR	Economy	C\$38.00
CCAR	Compact	C\$39.00
ICAR	Intermediate	C\$40.00
SCAR	Standard	C\$41.00
FCAR	Full Size	C\$43.00
PCAR	Premium	C\$45.00
MVAR	Minivan	C\$69.00
IFAR/SFAR	Intermediate/Standard SUV	C\$69.00
FFAR	Large Sport Utility	C\$79.00

### Location Surcharges

For rental transactions originating at Enterprise brand locations in the following areas (as determined by EAN in its sole discretion), an additional surcharge will be assessed as provided for each day:

Surcharge Amount	Enterprise Brand Surcharge Locations
C\$5.00	Alberta; British Columbia; Newfoundland; Nova Scotia; Labrador; and New Brunswick (unless otherwise indicated)
C\$6.00	Charlottetown; Moncton; Fredericton; St. John and Sydney
C\$12.00	Cold Lake; Cranbrook; Fort McMurray; Grande Prairie; Fort St. John; Lloydminster; Prince George and Thompson

#### **Terms and Conditions:**

1. **Weekly and Monthly Rates:** Weekly rates are six (6) times the Daily Rate for the Vehicle Class rented. For rentals of twenty-four through thirty-one consecutive days by the same Eligible Renter ("Monthly Rental"), the monthly rate will be four (4) times the Weekly Rate for the Vehicle Class rented.

2. **Kilometre Charges:**

**For Enterprise brand rentals:**

Except for rentals in Prince George, Fort St. John, Cranbrook, and Castlegar, Rates for Economy through Full size vehicle classes include unlimited free kilometres per day and per week, and 3,500 free kilometres per month; all other vehicle classes include 200 free kilometres per day, 1,400 free kilometres per week, and 3,500 free kilometres per month, as applicable. Any additional kilometres will be charged at the rate of C\$0.20 per kilometre.

Rentals in Prince George, Fort St. John, Cranbrook, and Castlegar include 200 free kilometres per day, 1,400 free kilometres per week, and 4,000 free kilometres per month, any additional kilometres will be charged at the rate of C\$0.20 per kilometre.

**For National brand rentals:**

Rentals originating and terminating in designated C-1 locations include free unlimited kilometres for daily and weekly rentals, unless otherwise noted, and include 4,000 kilometres for monthly rates. Excess kilometres will be charged at the rate of C\$0.20/km. Rentals originating and terminating in designated C-2 locations include between 100 to 200 free kilometres per day, depending upon the location as determined by EAN. Excess kilometre charges vary by location. Rentals originating and terminating in designated C-4 locations will be assessed a per kilometre charge for all kilometres driven. Per kilometre charges vary by location. A list of C-1, C-2 and C-4 locations, subject to change in the sole discretion of EAN, will be provided to Customer upon its request. For National brand rentals originating and terminating within other locations not listed within this Paragraph, a rate per kilometre may apply.

3. **Physical Damage:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible for damage to or loss of the vehicle in accordance with the terms and conditions of the applicable Rental Contract. For Business Use rentals, the Eligible Renter and Customer shall be responsible for damage to the vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Damage Waiver ("DW") (which may be described as LDW or CDW in the applicable Rental Contract) at the origination of the rental if not included within the Rates herein.

If DW is not included within the Rates herein, Customer (for Business Use rentals), shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) covering all vehicles rented for Business Use pursuant to this Agreement. Customer agrees that each required policy of insurance will be by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as



loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to EAN at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, and (ii) that no act or default of Customer or any other person shall affect the right of EAN or any Affiliate to recover under such policy or policies of insurance in the event of any loss of or damage to any vehicle. An original certificate evidencing such coverage and naming Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as loss payees shall be furnished to EAN, as reasonably requested by EAN from time to time.

**Canadian Liability:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible pursuant to the terms and conditions of the Rental Contract for all third party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle. For Business Use rentals, the Eligible Renter and Customer shall be responsible for all third party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle, except to the extent as otherwise provided for herein.

Each applicable Affiliate has arranged for motor vehicle liability insurance with an authorized insurer, to provide coverage in accordance with the standard automobile insurance policy, to at least the minimum limits for third party liability prescribed by the applicable province, territory or other jurisdiction. To the extent required by law, the insurance may also provide for limited Accident Benefits and Uninsured/Unidentified Motorist Coverage. Customer (for Business Use rentals) shall maintain throughout the term of this Agreement, at its expense, Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection/Accident Benefits where required by law) covering all vehicles rented for Business Use pursuant to this Agreement, with limits of at least \$1,000,000 combined single limit. Provincial or other laws determine minimum limits and priority of coverage for motor vehicle liability insurance. See terms and conditions of applicable Rental Contract.

4. **Young Renter Fee:** An additional charge will be assessed when the Eligible Renter is between the ages of twenty-one (21) and twenty-four (24), provided the rental is pursuant to this Agreement.
5. **One Day Rentals:** A C\$5.00 surcharge will be added to the Rate when the rental commences at a National or Enterprise brand location on a Monday, Tuesday, or a Wednesday and is returned within twenty-four (24) hours or less.
6. **One-Way Rentals:** All authorized one-way rentals will be charged the Daily Rate with a kilometre charge that will be applied to all kilometres driven during the term of the rental from the date the rental originates. In limited circumstances a drop charge may apply (this information will be provided at time of reservation).
7. **Regional Tire Recovery Fee:** For vehicles rented in Quebec, Rates do not include the Regional Tire Recovery Fee, which is Affiliate's estimated average daily cost per vehicle to purchase, store, install, remove, manage and transport tires specifically designed for winter driving pursuant to the Highway Safety Code. The cost is not calculated based on the cost of tires related to a specific vehicle.
8. **Exclusions:** Except as otherwise provided for in the Agreement, Rates do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, one-way charges or any optional products or services such as damage waiver, personal accident insurance, personal effects coverage and Roadside Assistance Program/Roadside Plus. Additional fees may be assessed for rentals from FBO locations.
9. **Prohibited Use:** Vehicles shall not be taken into the United States without the applicable Affiliate's prior written consent as provided in the Rental Contract.

## Corporate Partner Program Services Agreement

### Schedule 2

#### International Corporate Rates

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**This Schedule applies to rentals from locations operated by an Affiliate or Franchisee under the Enterprise Rent-A-Car brand in Europe, the Middle East and Africa and/or operated by a Franchisee under the National Car Rental brand in Asia, the Pacific Basin, Latin America and the Caribbean, all of which are endorsed suppliers for Customer's rentals.**

International Flat Rates, quoted in the respective currencies as indicated at the time of reservation, will apply to Eligible Renters at Enterprise Rent-A-Car and National Car Rental branded locations. A complete set of International Flat Rates exists for Enterprise Rent-A-Car branded locations in countries throughout Europe, the Middle East and Africa, and National Car Rental branded locations in countries throughout Latin America and the Caribbean (LAC), Asia and the Pacific Basin. International Flat Rates are accessible through all reservation systems worldwide.

#### **Terms and Conditions for International Flat Rates:**

1. International Flat Rates are exclusive of protection products, except as indicated below. EAN maintains the requisite minimum automobile insurance coverage as determined by the applicable laws of each country of rental. Priority and applicability of cover is regulated by the controlling jurisdictional law. These rates do not include any Damage Waiver or similar vehicle physical damage or loss protection unless required by law or unless indicated as an Inclusive Rate at the time of reservation when booked using the Account Number for a Business Use rental (whether the rental is a Business Use or leisure rental). The Eligible Renter may elect to purchase optional protection products separately at the time of rental. Rates identified as "Inclusive" only provide the specific protection products detailed for each particular country and identified at the time of reservation. The specific terms of any protection product included in Inclusive Rates for each specific country are provided at the time of reservation and more fully disclosed in the applicable Rental Contract.
2. All Eligible Renters and Additional Authorized Drivers must have a valid driver's license and meet the age, driver, and credit qualifications of the location in which the rental originates. Eligible Renter, and in certain instances additional authorized drivers, must execute the Rental Contract of the applicable rental facility from which the vehicle rental originates. Each rental shall be subject to the terms and conditions applicable for the originating rental location.
3. International Flat Rates are subject to change without notice.

**CORPORATE PARTNER PROGRAM SERVICES AGREEMENT  
RATE SUMMARY**

Applies to rentals at Enterprise and National brand locations, except as provided for herein, in the United States and Puerto Rico



**DAILY RATES AT NATIONAL BRAND LOCATIONS**

Vehicle SIPP Codes	Vehicle Class	Group One Locations	Group Two Locations	Group Three Locations
		Daily Rate	Daily Rate	Daily Rate
ECAR	Economy	\$40.00	\$45.00	\$50.00
CCAR	Compact	\$41.00	\$46.00	\$51.00
ICAR	Intermediate	\$43.00	\$48.00	\$53.00
SCAR	Standard	\$44.00	\$49.00	\$54.00
FCAR	Full Size	\$47.00	\$52.00	\$57.00
PCAR	Premium	\$57.00	\$62.00	\$67.00
PXAR	Premium Special	\$60.00	\$65.00	\$70.00
LCAR	Luxury	\$67.00	\$72.00	\$77.00
MVAR	Mini-Van	\$70.00	\$75.00	\$80.00
IFAR/SFAR	Midsize/Standard Sport Utility	\$70.00	\$75.00	\$80.00
FFAR	Large Sport Utility	\$95.00	\$100.00	\$105.00
PPAR/SKAR	½ ton Full Size Truck/Cargo Van	\$67.00	\$72.00	\$77.00
SCAH	Hybrid Standard	\$47.00	\$52.00	\$57.00
FCAH	Hybrid Full Size 4 Door	\$50.00	\$55.00	\$60.00
SFAH	Hybrid Sport Utility	\$73.00	\$78.00	\$83.00



**DAILY RATES AT ENTERPRISE BRAND LOCATIONS**

For rentals in the United States and Puerto Rico, the renting location from which the rental originates will apply a five percent (5%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating Enterprise brand locations ("Rate Discount").

City of Novi  
National #: XZ20Z16  
Enterprise #: XZ20Z16





**ONE-WAY DAILY RATES**

<b>Car Class</b>	<b>Group One Locations</b>	<b>Group Two Locations</b>	<b>Group Three Locations</b>
Economy	\$79.00	\$84.00	\$89.00
Compact	\$79.00	\$84.00	\$89.00
Intermediate	\$79.00	\$84.00	\$89.00
Standard	\$79.00	\$84.00	\$89.00
Full Size	\$79.00	\$84.00	\$89.00
Premium	+\$ .40/mile	+\$ .40/mile	+\$ .40/mile
Luxury	+\$ .40/mile	+\$ .40/mile	+\$ .40/mile
Minivan	+\$ .40/mile	+\$ .40/mile	+\$ .40/mile
Standard SUV	+\$ .40/mile	+\$ .40/mile	+\$ .40/mile
Large SUV	+\$ .40/mile	+\$ .40/mile	+\$ .40/mile



## Terms and Conditions:

1. **Surcharges.** National brand locations located outside of National's top 100 airport locations may impose a surcharge of up to \$6 per day in addition to the Rates and other applicable surcharges. The National brand locations listed in the top 100 airport locations are determined by the previous year's Passenger Boarding and All Cargo Data Report published by the Federal Aviation Administration.

### National brand locations

- Aspen, Eagle, and Vail, Colorado shall apply an additional surcharge of \$10.00 per day in addition to the Daily Rate for Group One Locations.
  - Chicago, LAX, Hawaii (home-city) and the State of Alaska shall apply an additional surcharge of \$15.00 per day in addition to the Daily Rate for Group One Locations.
  - LaGuardia, Kennedy and Newark Airports; NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, Staten Island) and NY/CT/NJ Metro (including Westchester, Islip, Stamford and Jersey City) shall apply an additional surcharge of \$25.00 per day in addition to the Daily Rate for Group One Locations.
2. **Weekly and Monthly Rates.** Weekly rates are six (6) times the Daily Rate for the Vehicle Class rented. For rentals of twenty-four through thirty consecutive days by the same Eligible Renter ("Monthly Rental"), the monthly rate will be four (4) times the Weekly Rate for the Vehicle Class rented.
  3. **Mileage.** Except for one-way rentals as may be set forth herein, National brand Rates for Economy through Premium vehicle classes include unlimited free miles per day, unlimited free miles per week, and 2,500 free miles per month; all other vehicle classes include 150 free miles per day, 1,050 free miles per week, and 2,500 free miles per month. Additional miles will be charged at \$0.25 per mile.

For all Enterprise brand rentals, any mileage fees charged by the renting location from which the rental originates will apply.

4. **Physical Damage.** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible for damage to or loss of the vehicle in accordance with the terms and conditions of the applicable Rental Contract. For Business Use rentals, the Eligible Renter and Customer shall be responsible for damage to the vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Damage Waiver ("DW") (which may be described as LDW or CDW in the applicable Rental Contract) at the origination of the rental if not included within the Rates herein.

Customer (for Business Use rentals), shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) covering all vehicles rented for Business Use pursuant to this Agreement. Customer agrees that each required policy of insurance will by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to EAN at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, and (ii) that no act or default of Customer or any other person shall affect the right of EAN or any Affiliate to recover under such policy or policies of insurance in the event of any loss of or damage to any vehicle. An original certificate evidencing such coverage and naming Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as loss payees shall be furnished to EAN, as reasonably requested by EAN from time to time.

5. **Third Party Liability.** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible pursuant to the terms and conditions of the Rental Contract for all third party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle. For Business Use rentals, the Eligible Renter and Customer shall be responsible for all third party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Supplemental Liability Protection (which also may be referred to as Supplemental Liability Insurance in the Rental Contract) if Liability Protection is not included within the Rates herein. Liability Protection for third party claims, if applicable, will be upon the terms and subject to the limitations set forth in the applicable Rental Contract and insurance policy.



Customer (for Business Use rentals) shall maintain throughout the term of this Agreement, at its expense, Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) covering all vehicles rented for Business Use pursuant to this Agreement, with limits of at least \$1,000,000 combined single limit. Customer agrees that the required policy of insurance will, by appropriate endorsement or otherwise, name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as additional insureds, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to EAN at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, and (ii) that the coverage is "primary coverage" for the protection of Customer, EAN and the Affiliates, notwithstanding any other coverage carried by EAN or any Affiliate protecting against similar risks. Original certificates evidencing such coverage and naming Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as additional insureds shall be furnished to EAN, as reasonably requested by EAN from time to time.

6. **Young Renter Fee.** An additional charge will be assessed when the Eligible Renter is between the ages of twenty-one (21) and twenty-four (24), provided the rental is pursuant to this Agreement.
7. **One Day Rentals.** A \$5.00 (US Dollars) surcharge will be added to the Daily Rate when the rental commences on a Monday, Tuesday, or Wednesday, and is returned within twenty-four (24) hours or less.
8. **Exclusions.** Except as otherwise provided for in the Agreement, Rates are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday. The standard, undiscounted daily rates charged by the renting location shall apply. Rates do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, one-way charges or any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products") and Roadside Assistance Program/Roadside Plus. Additional fees may be assessed for rentals from FBO locations.

## Best Rate Search

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Applies to rentals at National Brand locations in the United States, Puerto Rico and District of Columbia



For National brand rentals in the United States, Puerto Rico and District of Columbia, at the time of reservation when Customer reserves using its Account Number, EAN will compare the Rate to its publicly available retail rates available for National brand locations in the booking system in which Customer is booking the reservation, which meet the requirements for the particular rental, and assign the retail rate to the confirmed reservation, if lower. In such event, all terms and conditions of this Agreement will apply. The comparison will not be conducted against promotional rates or rates available to other corporate customers or members of programs with whom EAN has contracted.

National Anesthesia Services  
National #: XZ20K65  
Enterprise #: XZ20K65

**Corporate Partner Program Services Agreement  
Schedule 3  
Commercial Truck Rate Program**

**Notwithstanding anything to the contrary within the Agreement, this schedule and the terms and conditions of the Agreement apply to rentals at Enterprise Rent-A-Truck brand locations in the United States.**



**BASE RENTAL RATES\*\***

<b>VEHICLE CLASS</b>	<b>DAILY RATES</b>	<b>DAILY MILEAGE INCLUDED</b>	<b>WEEKLY MILEAGE INCLUDED</b>	<b>MONTHLY MILEAGE INCLUDED</b>	<b>MILEAGE CHARGES</b>
16' Box	\$70.00	0 /day	0 /week	0 /month	\$0.16 /mile
15-16' Stakebed	\$80.00	0 /day	0 /week	0 /month	\$0.18 /mile
24' Box	\$75.00	0 /day	0 /week	0 /month	\$0.16 /mile
24' Stakebed	\$90.00	0 /day	0 /week	0 /month	\$0.18 /mile
3/4 ton P/up 2wd	\$60.00	100 /day	500 /week	2,200 /month	\$0.25 /mile
3/4 ton P/up 4wd	\$60.00	100 /day	500 /week	2,200 /month	\$0.25 /mile
3/4 ton Cargo Van	\$53.00	100 /day	500 /week	2,200 /month	\$0.25 /mile

\*\* Base Rental Charges apply to participating Enterprise Rent-A-Truck U.S. locations only.

**Terms & Conditions:**

In the event of a direct conflict between the terms of this schedule and the terms of the agreement the terms of this schedule will govern for renters from a truck rental facility.

Daily Rates: Based on a 24-hour billing cycle. The weekly rate will be calculated at 5 times the daily rate; for rentals of twenty-four through thirty-one consecutive days, the rate will be a monthly rate calculated at 4.333 times the weekly rate.

Mileage Charges: Base Rental Charges for rentals in the U.S. include free miles as set forth above. Any additional miles will be charged at the rate set forth above.

Inspection: Customer agrees to require its Eligible Renters to perform daily visual inspections on rental vehicles including but not limited to the inspection of headlights, running lights, brake lights, and turn signals, the identification and notation of damages and the checking and maintenance of all fluid levels and manufacturer recommended tire pressure. In the event a vehicle's ABS light is illuminated, the hub oil, if applicable, must be immediately checked. In order to obtain an accurate reading of the hub oil level, the vehicle must be on level ground with the wheels pointed straight. If, at any time, including during a daily inspection, it is determined that the hub oil is below the minimum level as indicated on the hubcap window or there appears to be a leak, Eligible Renter may not drive the vehicle and must have it towed to a repair shop designated by EAN or Affiliate.

Maintenance: Upon three (3) days' prior notification from EAN or an Affiliate, Customer agrees to make themselves and each vehicle available for the purposes of inspection and/or maintenance every thirty (30) days. An Affiliate or a contractor of Affiliate will perform preventative maintenance and warranty repairs, at Affiliate's expense. If preventative maintenance and/or repairs are required at a location other than Customer's offices, EAN or Affiliate will provide a replacement truck at no additional charge.

EXCLUSIONS: Base Rental Charges do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery,



pickup, youthful driver or additional driver charges; or, except as set forth below, any optional products or services such as damage waiver ("DW"), or liability protection ("LP").

**INSURANCE:** Customer shall maintain the following insurance coverage during the term of this Agreement: commercial auto liability for \$1,000,000 combined single limit, including coverage for "any auto" or "hired auto" or specifically list the rental vehicle. employees, agents or contractors. Customer shall ensure EAN, its parent, affiliates and their officers, directors and employees will be named as an additional insured and loss payee under the comprehensive general liability and commercial automobile insurance policies for any claims arising out of the acts or omissions of Customer, its Customer shall provide EAN with a copy of a Certificate of Insurance evidencing the above insurance coverage, and shall notify EAN of any material change in such insurance thirty (30) days prior to such change. In addition, the Certificate of Insurance shall so provide, that the carrier agrees to so provide the foregoing notices to EAN or Affiliates in the event of any such changes.