

**US GOVERNMENT CAR RENTAL AGREEMENT
NUMBER 3**

**MANAGED BY MILITARY SURFACE
DEPLOYMENT AND DISTRIBUTION COMMAND**

**Hoffman II Building
200 Stovall Street
Alexandria, VA 22332-5000**

Agreement Effective Date: 01 October 2002

U. S. GOVERNMENT CAR RENTAL AGREEMENT

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**U. S. GOVERNMENT CAR RENTAL AGREEMENT
NUMBER 3**

(Name of Company)

The undersigned, an officer of the above named rental car company, agrees the terms and conditions of this Agreement will govern the rental of cars and passenger vans by employees of the Federal Government authorized to rent vehicles at Government expense.

This Agreement is made with the understanding that the Surface Deployment and Distribution Command is under no obligation to ensure business is directed to the Company. It shall be effective on the date signed by the Surface Deployment and Distribution Command official and shall remain in effect until terminated by either party upon 60 days advance written notice.

(Signature)

(Date)

(Type Name and Title of Company President/Official)

**SURFACE DEPLOYMENT AND DISTRIBUTION COMMAND
ACKNOWLEDGMENT AND ACCEPTANCE**

(Signature)

(Title)

(Date Approved)

**U.S. GOVERNMENT CAR RENTAL AGREEMENT
NUMBER 3**

1. This basic agreement, hereinafter referred to as the "Agreement", between the Surface Deployment and Distribution Command (SDDC) and

_____,

(Company name)

governs the rental of cars and passenger vans by employees of the Federal Government when such rental is authorized by the Government.

(Company name)

hereinafter referred to as the "Company," agrees that the terms and conditions set forth herein take precedence over any contrary policies and provisions of any Company rental document that the Government employee signs when renting a vehicle.

Initials of Company President/Official

Initials of Company President/Official

The agreement is not intended for use in conjunction with any other commercial, special, promotional government, affinity or discounted rental programs. In addition, Government agencies using other programs in connection with the agreement must obtain prior permission from SDDC and companies party to the agreement.

2. **Rates** The daily, weekly, and monthly rates offered to Government employees in the US including Alaska, Hawaii, the US possessions and territories are set forth in Attachment A. The Company may offer lower rates; however, no rate shall exceed the maximum rates in Attachment A, and must be without penalty restrictions. Rates and drop charges for one-way rentals in the Continental US and rates for international locations are set forth in Attachment B. All rates offered must include unlimited mileage, with the exception of one-way rentals. The Company has the option of charging mileage costs for one-way rentals and listing those charges in Attachment B. The rates offered must be all inclusive, *except for the standard mandatory government administrative rate supplement as provided for in the next paragraph below, and* except that the Company may itemize on the rental contract, state and local government fees, surcharges and taxes that cannot be included in the rate, and are applied to all rentals at that location. These additional charges must be listed in the airline Computer Reservation Systems (CRS). The Company is required to substantiate the charges and taxes upon request of the renter or SDDC.

In addition to the competitive rates set forth in Attachment A, the Company will charge the renter a standard mandatory government administrative rate supplement (GARS) of \$5.00 per day worldwide. GARS will reimburse the Company for those costs incurred which are peculiar to doing business with the government, including the application of the agreement terms and conditions on a worldwide basis, the rental of vehicles to employees under age 25, acceptance of properly licensed fellow government employees on official business as additional drivers, and a guarantee of the Attachment A maximum rates for at least 60 days. GARS will be paid by all renters and shall be listed separately from the Attachment A rates on the rental documents.

Rates quoted in Attachment A will not be subject to blackout dates, and do not require advance reservations or a minimum rental period. If the Company provides a vehicle or rate not included in Attachment A, as in the case when a reserved vehicle is not available at time of pick-up or when a vehicle or rate change occurs and is not at the request of the renter, the terms and conditions of this Agreement will nevertheless apply.

Submitted rates will be entered into the Government rate displays of airline CRS by the Company. Proposed changes to rates in Attachment A must be submitted on company letterhead 30 days in advance to the following address:

Department of the Army
Surface Deployment and Distribution Command
ATTN: **SDPP-IP**
Hoffman II Building
200 Stovall Street
Alexandria, VA 22332-5000

Rate decreases may take effect immediately. Individual locations may lower rates, or raise their rental rates to the approved amounts listed in Attachment A, without prior SDDC approval. Daily, weekly and monthly rates must be quoted in whole dollar amounts for U.S. locations, and in local currency for international locations. In addition, weekly rental rates listed in Attachment A shall not exceed 6 times the company's maximum SDDC approved daily rates. For companies offering split rates (for example, lower weekend rates), post the higher rate in the Computer Reservation System display with a notation to check for available lower rates on some rentals.

3. Participating Locations. The Company will identify all participating locations in Attachment C, and list these locations, with hours of operation, in the CRS. The Company will also provide a list of participating locations to SDDC (Attachment C), not less than once a year.

a. **Off-Terminal Locations.** Off-terminal locations must be accessible by timely and clearly marked shuttle bus service or other such service, from clearly defined locations in the

airport. Rental offices entered in a CRS as "Off-Terminal" must be in the close vicinity of the airport. Elapsed time to the rental office will not exceed 25 minutes from the time the traveler requested pick up service.

b. **City and Suburban Locations.** These locations participating in the SDDC program will comply with the provisions of this Agreement, with the exception of providing pick up and delivery services to and from airports. Also included are participating car rental companies located at Army and Air Force Exchange Service centers on military installations and Navy Exchange Concessionaires.

4. **Rental Offices.** The rental offices and/or in-terminal counters will be in a permanent structure, well lighted, and clearly identified as the rental Company with whom the reservation was made. Decor and furnishings will be appropriate for business travelers.

5. **Rental Vehicle and Agreement Procedures.** The vehicle to be rented will be ready for dispatch and to the extent possible the rental contract complete and ready to sign when the renter arrives at the rental location. The renter will be furnished a copy of the Company rental contract and will not be bound by any stipulation therein which is inconsistent with this Agreement.

In instances when no vehicles are available at time of pick-up and the renter has a reservation, the rental location will make arrangements to provide a vehicle through another location participating in the rental Agreement.

6. **Reservation Center.** Reservation Agents receiving telephone requests will quote current rates, verify participating locations and their hours of operation, and will advise renters of vehicle pick up and drop off locations. Reservations may be made by telephone or through airline Computer Reservation Systems (CRS). Rental rates confirmed by the company will be guaranteed and honored for 60 days from the time of reservation. Repeated Company failure to honor reservations will be grounds for placing individual locations in nonuse until satisfactory remedial measures are effected. If the size/class car reserved is not available, the Company will substitute an upgraded vehicle at the same price or, with renter's consent, a smaller car at the reduced rate. Credit card numbers will not be required to make reservations. A confirmation number and the local rental location telephone number will be provided at the time a reservation is made. The toll free number for reservations is shown in Attachment D. In addition a confirmed reservation will be held for a minimum of 2 normal business hours after renters' scheduled flight arrival time, or after scheduled pick up time where flight time is not known.

7. **Employee Identification and Payment.** An employee's official travel status is authenticated when a Travel Order, *Travel* Authorization or Government charge card is presented when picking up the rental vehicle. *At the request of the Company the renter will provide a current official duty mailing address, telephone number, and branch of service.* The

following vendors issue official U.S. Government Visa and MasterCard charge cards for official use: *Citibank, First National Bank of Chicago, Bank of America, and US Bank*. Official government Visa credit cards are identified by the prefix number 4486; the official government MasterCard card begins with 5568. Prior reservations are recommended but not required. *Renters* may pay for rentals using cash, personal check, or credit card. However, when renters use their official Government card as identification of official travel status, the cost of the rental will be charged to that card. Acceptance of a Government charge card is mandatory for rentals under this agreement. For *renters* without a Government charge card or personal credit card, cash deposits up to the estimated amount of rental charges may be required. This amount will be based on the lesser of the daily, weekly or monthly rate plus any applicable sales tax. Any refund due will be paid in cash or check as soon as possible after return of the vehicle. Precharging *charge* cards with the estimated amount of the rental and making adjustments when the car is returned is prohibited. *Charging the renter's credit card for damage to the rental vehicle is prohibited where the renter was on official duty at the time the damage occurred.* Rental vehicle charges may be applied to; government managed centrally billed Accounts; however, this procedure requires prior coordination between the account manager and the rental car company.

8. Authorized Drivers. Persons authorized to operate vehicles rented under this Agreement, if properly licensed, include the renter, and without additional charge, the renter's fellow employees while acting within the scope of their employment duties. *Such additional drivers need not be listed on the rental agreement.* Government employees who are age 18 or older, if otherwise eligible, may rent and operate vehicles under this Agreement when on official business. Company locations will be apprised of the fact that, in many states, the driver's license issued to military personnel does not expire as long as the individual remains in military service, as so stated on the license, and such licenses will be accepted regardless of the date of issuance or expiration.

Driver Records Checks: Random drivers' record checks are permissible under the US Government Car Rental Program and are at the expense of the Company. Government renters are not required to complete driving history questionnaires unless questionnaire completion is required by all renters at that location or required by local ruling. Government renters with a history of driving under the influence of intoxicants or prohibited drugs, or charged with driving on a suspended license may be refused a rental vehicle.

9. Insurance and Damage Liability. Government renters will not be responsible for loss or damage to the vehicle except as stated below in paragraph 9.b. Personal accident insurance, personal effects coverage, or other optional coverage may be offered to the renter but is not a prerequisite for renting a vehicle.

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a. Notwithstanding the provisions of any Company rental vehicle agreement executed by the Government employee *when renting a vehicle under the terms of this agreement*, the Company will maintain in force, at its sole cost, insurance coverage, or a duly qualified self insurance program, which will protect the United States Government and its employees *using vehicles under this agreement* against liability for personal injury, death, and property damage arising from the use of the vehicle. The personal injury/wrongful death limits will be \$100,000 for each

person for each accident or event, \$300,000 for all persons in each such accident or event, and property damage limits of \$25,000 for each such occurrence. The conditions, restrictions and exclusions of the applicable insurance for any rental shall not be less favorable to the Government and its employees than the coverage afforded under standard automobile liability policies. When more favorable insurance terms are required under applicable state or foreign country law, such terms will apply to the rental.

Standard coverage will include mandatory no-fault benefits where required by law. The Company warrants that, to the extent permitted by law, the liability and property damage coverage provided are primary in all respects to other sources of compensation, including claims statutes or insurance available to the Government, renter, or additional authorized driver. Proof of such insurance or self-insurance will be provided to SDDC at time of application and upon written request. Proof of insurance can be in writing on company letterhead or on the ACORD form. Failure to maintain this required insurance or self-insurance will be grounds for immediate termination of this Agreement.

b. **Loss of or Damage to Vehicle.** Notwithstanding the provisions of any Company vehicle rental agreement executed by the Government renter *pursuant to this agreement*, the Company hereby assumes and shall bear the entire risk of loss of or damage to the rented vehicles (including costs of towing, administrative costs, loss of use, and replacements), from any and every cause whatsoever, including without limitation, casualty, collision, fire, upset, malicious mischief, vandalism, tire damage, falling objects, overhead damage, glass breakage, strike, civil commotion, theft and mysterious disappearance, except where the loss or damage is caused by one or more of the following:

- (1) Obtaining the vehicle through fraud or misrepresentation, or the damage *or loss is caused intentionally by an authorized driver.*
 - (2) Operation of the vehicle by a driver who is under the influence of intoxicants or any prohibited drugs.
 - (3) Use of the vehicle for any illegal purpose.
 - (4) Use of the vehicle in pushing or towing another vehicle.
 - (5) Use or permitting the vehicle to carry passengers or property for hire.
 - (6) Operation of the vehicle in live artillery fire exercises, or used in training for tactical maneuvers.
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- (7) Operation of the vehicle in a test, race or contest.
 - (8) Operation of the vehicle by a person other than an authorized driver
(See Par. 8).

- (9) Operation across international boundaries unless specifically authorized at the time of rental.
- (10) *Theft of the rented vehicle and the renter cannot produce the vehicle keys, unless the renter can show the keys were stolen through theft or robbery.*
- (11) Operation of the vehicle off paved, graded, state or professionally maintained roads, or driveways, except when the Company has agreed to this in writing beforehand.

NOTE: The above exceptions are not valid where prohibited by state law.

c. **Billing for Damages.** When loss or damage is due to an exception stated above, the Company will submit its bills directly to the renter's agency to the attention of the renter at the official duty address required in paragraph 7. If the agency denies liability on the basis that the renter **or other authorized driver** was not operating the vehicle within scope of employment *or for an official purpose* at the time of the loss, the Company may handle the matter directly with the renter. Claims for damage to a vehicle will not include amounts for **administrative costs**, loss of use **or replacements**.

10. Vehicles. Rental vehicles will be properly licensed, clean and maintained and meet state and local safety standards, in a safe operating condition, be no more than two years old, and have no more than 40,000 miles on the odometer. The vehicles will contain a full tank of gas at the time of pick up. Renter is expected to return the vehicle with a full ("F") tank of gas or renter will pay for refueling by the Company, unless refueling was arranged at time of pickup.

11. Accidents or Repairs. The Company will notify renters that in the event of an accident or if repairs become necessary, the renter should immediately notify the Company by calling the toll free telephone number, or other telephone number provided by the Company and request a replacement vehicle if necessary and instructions for the disposition of the disabled vehicle. The renter will notify the company of any accident and obtain a police report for the company if one is *reasonably* available, and will fill out a company accident report when requested to do so. *The Company will advise the renter that under some state laws failure to report an accident may result in the employee being charged with cost of repairs to the rented vehicle.* The time spent while waiting for the replacement or for repairs due to any mechanical failure of the vehicle shall be deducted from the total amount of rental time.

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12. Non-use. Full compliance with the terms of this Agreement is required of the Company and its participating locations. Any deviation from standard rental car practices, or from the terms of this Agreement, may constitute good cause for an individual rental location to be placed in an immediate nonuse status until such time as SDDC determines that proper remedial measures have been effected. Serious violations on a system-wide basis may justify disqualification of the Company from further Government business. Such disqualification will be considered under provisions of SDDC Regulation 15-1, Procedures for Disqualifying and

Placing Carriers in Non-use. If the Company is disqualified, this Agreement will be immediately terminated.

13. Reports. A quarterly report (Attachment E) of rental revenue for official government rentals must be submitted to SDDC, no later than 45 days after the close of the fiscal year quarter, to the following address:

Department of the Army
Headquarters, Surface Deployment and Distribution Command
ATTN: **SDPP-IP**
Hoffman II Building
200 Stovall Street
Alexandria, VA 22332-5000

The company will report by rental location, the total number of vehicle rentals, number of each size/class cars rented, total revenue from Government employee rentals, average number of days per rental, and average number of miles/kilometers driven per day per rental. Failure to provide official rental information on a quarterly basis may result in company being placed in administrative non-use until requested rental information is received.

14. Quality Control.

a. The company will appoint a representative to be contacted with regard to billing problems and complaints. This representative is identified in Attachment D.

b. Headquarters SDDC, as director of the Federal Rental Car Program, will direct matters of serious concern.

15. Quality Programs. Companies making application to the U.S. Government Rental Car Agreement must present a brief statement or program outline of the company's Quality Control program. Information must include the standards of service and how the company intends to maintain those standards to provide quality rental service and safety under the U.S. Government Rental Car Agreement.

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16. Termination of Agreement/Rental Location. The company may terminate the participation of a location upon 30 days prior written notice to SDDC. All terms and conditions of the Agreement will be honored by that location through the date of termination.

This Agreement will remain in effect until terminated by either party upon 60 days advance written notice. In addition, SDDC will monitor the Agreement and make applicable changes when needed.

17. Non-U.S. Based Companies. Companies based outside of the U.S. and its possessions participating in the U.S. Government Car Rental Agreement must abide by the same terms as

U.S. based companies, including insurance coverage and quality service programs for government renters. All non-US based Companies must have an English speaking representative, and all written communication must be in English to include rental documents and quarterly government rental revenue reports.

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ATTACHMENT A

RATES

<u>CAR CLASS*</u>	<u>DAILY</u>	<u>WEEKLY</u> (see Item 1)	<u>MONTHLY(4x weekly rate)</u> (if rate is other, leave blank)
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Economy

Compact

Mid-Size

Full-Size

Station Wagon**

Van**

Other (Specify)

1. Are the above quoted rates available to Federal Government employees on personal/leisure travel? Yes____ No ____

2. Are the above quoted rates available to Cost Reimbursable Contractors? Yes____ No ____

*Per EPA Standards

**Specify Passenger Size

ATTACHMENT A (contd.)

3. Authorized Users. Are the above quoted rates and all other terms of the Agreement applicable to the following users:

a. North Atlantic Treaty Organization officers & employees? Yes___ No ___

b. Federally Created Corporations? Yes___ No ___
(corporation created by congress to perform government projects)

4. New York City Rates. The above rates DO/DO NOT apply to New York City Area, during weekends. (Weekends are usually defined as Friday 12:01 AM to Sunday 1:00 PM.)

5. Higher rates may be quoted for the below listed locations, and for such additional locations as may be subsequently mutually agreed to:

- a. Boston, MA
- b. Chicago, IL
- c. New York, NY & Newark, NJ
- d. Washington, DC & Baltimore, MD

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ATTACHMENT C

PARTICIPATING LOCATIONS

Participating locations are:

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ATTACHMENT D

RESERVATION TOLL FREE NUMBER
AND
QUALITY CONTROL REPRESENTATIVE

1. The toll free telephone number for reservations is _____.
2. The name, address and telephone number of the Company representatives to be contacted with regard to billing problems and/or complaints is:

Name: _____

Title: _____

Address: _____

Telephone: _____

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ATTACHMENT E

CAR RENTAL REPORTING INSTRUCTIONS

Management Information Reporting

The following reporting media are currently acceptable:

- a. Hard copy of company's quarterly report with all information provided above.
- b. Diskette with the following specifications: High- or low-density diskettes;
3 1/2-inch or 5 1/4-inch size; standard ASCII.

(1) Use the following convention for naming the file: File name shall be RENTAL; the file name extension shall be the three-letter abbreviation for the data month being reported.

EXAMPLE: RENTAL.APR (Rental information for the month of April)

- (2) External label on diskette will indicate: RENTAL
Data month
Fiscal year

<u>POSITION</u>	<u>DATA ELEMENT/DESCRIPTION</u>
1-25	<u>RENTING CITY</u> Enter city name of rental location.
26-27	<u>RENTING STATE</u> Enter the two-letter abbreviation for the state.
28-33	<u>TOTAL NUMBER OF VEHICLE RENTALS</u> Enter the numeric value including comma(s).
34-38	<u>NUMBER OF ECONOMY CAR(S)</u> Enter the numeric value including comma(s).
39-43	<u>NUMBER OF COMPACT CAR(S)</u> Enter the numeric value including comma(s).

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ATTACHMENT E (contd.)

- 44-48 NUMBER OF MID SIZE CAR(S)
Enter the numeric value including comma(s).
- 49-53 NUMBER OF FULL SIZE CAR(S)
Enter the numeric value including comma(s).
- 54-58 NUMBER OF MINI-VANS
Enter the numeric value including comma(s).
- 59-63 NUMBER OF OTHER CLASS VEHICLE(S)
Enter numeric value including comma(s).
- 64-75 TOTAL REVENUE OF GOVERNMENT RENTALS
Enter the numeric value including comma(s).
- 76-80 AVERAGE NUMBER OF DAYS RENTED
Enter numeric value including decimal point. (Carry out to two decimal places.)
- 81-83 AVERAGE NUMBER OF MILES/KILOMETERS
DRIVEN PER DAY
Enter numeric value including decimal point. (Carry out to two decimal places.)