

Fines, Expenses, Costs and Administrative Fees. You'll pay or reimburse us for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of your rental. You will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, such as for repossessing or recovering the car for any reason. You agree we may, in our sole discretion, pay all tickets, citations, fines, penalties and interest on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses we incur. You agree and acknowledge that we cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

You authorize us to release the rental and credit/debit card information regarding your rental to ATS Processing Services, LLC (ATS), Violation Management Services (VMS), or another agent we authorize to act on our behalf for the purpose of processing and billing you for any tickets, citations, fines and penalties incurred by you or assessed against us or the car during your rental plus a reasonable administrative fee not to exceed \$50 per violation. You authorize as our agent ATS, VMS or another agent we appoint to bill you directly to the credit/debit card you used to rent the car. You authorize ATS, VMS or another agent we authorize to contact you directly regarding any tickets, citations, fines and penalties incurred by your or assessed against us or to our car while the car was rented to you.

In the event we use a third-party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest. You acknowledge that you have no right to contest any such infraction or enter any plea other than guilty or no contest unless we consent to your action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty.

Rental Charges:

- You will also pay a reasonable fee for cleaning the car's interior upon return if any stains, dirt, odor, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures as determined by us in our sole discretion.
- If the key(s) or key fob(s) are not returned with the car, you may be charged additional fees.
- We maintain a non-smoking fleet, including a prohibition on the use of e-cigarettes in the car. You will pay an additional charge if you return the car and it smells or is soiled from smoke or e-cigarette vapor.
- You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so on behalf of the third party
- **Taxes, Surcharges & Fees.** You'll also pay all applicable taxes as well as any additional charges provided on the Rental Agreement which are over and above the base rental rate. These may be surcharges and/or recovery fees to recover certain costs.
- **Card Reserve.** You acknowledge that you have been informed that if you use a charge card (including any digital wallet or mobile payment application linked to your charge card account), your credit, up to an amount of the estimated total charges due under the Rental Agreement, as indicated on the Rental Contract, based on your representations about this rental, may be set aside or reserved by the card issuer of the card, which you present for payment of your rental charges; or, if you use a debit card funds in the account to which that card is linked may be set aside for the greater of the amount of the estimated total charges due under the Rental Agreement, based on your representations about this rental, as indicated on the Rental Contract, or the deposit amount indicated on signs at the location at which you rent the car at the time of rental. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. You understand that we will authorize the release of any excess reserve or set aside upon the completion of your rental (return of the car and our determination of whether any additional

fees or charges apply), and that your card issuer's rules apply to your credit line or your account being credited for such excess and may not be immediately released by your card issuer.

- **Repossessing the Car.** We can repossess the car at any time in our sole discretion for reasons that include, but are not limited to the following: the car is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the car, including remotely disabling the engine, remotely locking the doors, tracking the location of the car through GPS tracking devices and utilizing for our benefit any other devices connected to the car or affecting the car's operation. If the car is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the car. You agree that such costs will be charged to the credit or debit card or account you used to rent the car
- **Damage to/Loss of the Car:** Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, and antenna, as part of your rental charges at the time of return. If the car is stolen and not recovered you will pay us the car's fair market value before it was stolen. If the car is lost or damaged as a direct or indirect result of a violation of PROHIBITED USES, or damaged as a result of an act of nature, you are responsible and you will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged and the sale proceeds. As part of our loss, you'll also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the car plus diminished value or the fair market retail value of the car (less salvage value plus costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party. If the law of a jurisdiction covering this rental requires conditions on LDW that are different than the terms of the Rental Agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental. If we authorize you to have the car repaired and the cost of repair is our responsibility, we will reimburse you for those repairs only if you give us the repair receipt.