



**WSCA PARTICIPATING ADDENDUM
Nationwide Vehicle Rental Services
Oregon Master Price Agreement Number: 9950
Enterprise Rent-A-Car and National Car Rental**

State of Montana

State Contract Number: 9950

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This Participating Addendum adds the State of Montana (hereinafter "Participating State") as a Participating entity to purchase from the WSCA Price Agreement, Number 9950, with Enterprise Rent-A-Car and National Car Rental (hereinafter "Contractor").

1. **Scope:** This addendum covers Nationwide Vehicle Rental Services within the scope of the WSCA Master Agreement for State Agencies and Political Subdivisions.
2. **Changes:** (Insert any specific additions or deletions to the Master Price Agreement, or a statement that no changes are required.

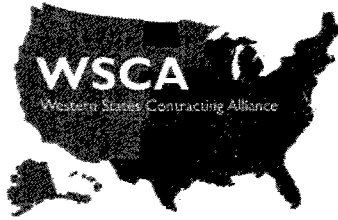
ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).



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REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

3. Primary Contacts:

a. The primary contact for lead state:

Contact: Tim A. Hay
State/Political Entity: Oregon Department of Administrative Services, State Procurement Office
Address: 1225 Ferry St SE U140
City, State, Zip: Salem, OR 97301-4285
Phone: 503-378-4650
Fax: 503-373-1626
Email: tim.hay@state.or.us

b. The primary contact for the Contractor:

Contact: Davion L. Leese
Entity: Business Rental Account Development, Enterprise Holdings
Address: 20400 S.W. Teton Avenue
City, State, Zip: Tualatin, OR 97602
Phone: 503-612-8195
Fax: 503-467-5547
Email: davion.l.leese@ehi.com



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c. The primary contact for the Participating State:

Contact: Rhonda R. Grandy
State/Political Entity: State of Montana
Address: 125 N. Roberts, Room 165 Mitchell Building
City, State, Zip: Helena, MT 59620
Phone: 406-444-3320
Fax: 406-444-2529
Email: rhgrandy@mt.gov

d. Contractor's Primary Contact for Participating State:

Contact: Erin Kramarich
Entity: Business Rental Account Development, Enterprise Holdings
Address: 2123 1st Avenue North
City, State, Zip: Billings, MT 59101
Phone: 406-896-0752
Fax: 866-240-9398
Email: erin.kramarich@ehi.com

4. Contract Number: The contract number for the Participating State is _9950

This participating addendum and the WSCA Master Price Agreement, (administered by the State of Oregon) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum or the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of: Montana

Contractor: Enterprise Rent-A-Car and National Car Rental



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Signature: *Mario Eckholtz*

Name: MARIO ECKHOLTZ

Title: ADMINISTRATOR

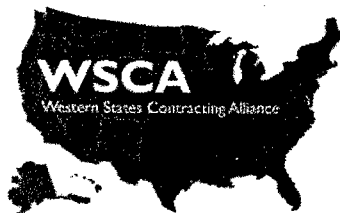
Date: 2/16/10

Signature: *Tom Don*

Name: Authorized Officer

Title: Assistant Secretary

Date: JAN 26 2010



**WSCA PARTICIPATING ADDENDUM
Nationwide Vehicle Rental Services
Oregon Master Price Agreement Number: 9949
Hertz Corporation**

State of Montana

State Contract Number: 9949

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This Participating Addendum adds the State of Montana (hereinafter "Participating State") as a Participating entity to purchase from the Oregon Price Agreement, Number 9949, with Hertz Corporation (hereinafter "Contractor").

1. **Scope:** This addendum covers Nationwide Vehicle Rental Services within the scope of the WSCA Master Agreement for State Agencies and Political Subdivisions.
2. **Changes:** (Insert any specific additions or deletions to the Master Price Agreement, or a statement that no changes are required.)
3. **ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.
4. **ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)
5. **HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.
6. **PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.
7. **TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).



**WSCA PARTICIPATING ADDENDUM
Nationwide Vehicle Rental Services
Oregon Master Price Agreement Number: 9949
Hertz Corporation**

State of Montana

State Contract Number: 9949

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8. **REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)
9. **TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.
10. **VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)
11. Primary Contacts:
 - a. The primary contact for lead state:

Contact:	Tim A. Hay
State/Political Entity:	Oregon Department of Administrative Services, State Procurement Office
Address:	1225 Ferry St SE U140
City, State, Zip:	Salem, OR 97301-4285
Phone:	503-378-4650
Fax:	503-373-1626
Email:	tim.hay@state.or.us
 - b. The primary contact for the Contractor:

Contact:	Will Cosby
Entity:	The Hertz Corporation
Address:	6151 W. Century Blvd, Suite 600
City, State, Zip:	Los Angeles, CA 90045
Phone:	310-568-6490
Fax:	888-333-1292
Email:	wcosby@hertz.com



**WSCA PARTICIPATING ADDENDUM
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Hertz Corporation**

State of Montana

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c. The primary contact for the Participating State:

Contact: Rhonda R. Grandy
State/Political Entity: State of Montana
Address: 125 N Roberts, Room 165 Mitchell Bldg
City, State, Zip: Helena, MT 59620
Phone: 406-444-3320
Fax: 406-444-2529
Email: rhgrandy@mt.gov

d. Contractor's Primary Contact for Participating State:

Contact: Kirk Russell
Entity: The Hertz Corporation
Address: 656 South State
City, State, Zip: Orem, Utah 84058
Phone: 801-221-1540
Fax: 888-222-8553
Email: krussell@hertz.com

12. Contract Number: The contract number for the Participating State is 9949

This participating addendum and the WSCA Master Price Agreement, (administered by the State of Oregon) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum or the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of: Montana

Contractor: Hertz Corporation



**WSCA PARTICIPATING ADDENDUM
Nationwide Vehicle Rental Services
Oregon Master Price Agreement Number: 9949
Hertz Corporation**

State of Montana

State Contract Number: 9949

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Signature: *Marvin Eicholtz*

Name: MARVIN EICHOLTZ

Title: ADMINISTRATOR

Date: 2/16/10

Signature: *Pamela C. Wright*

Name: PAMELA C. WRIGHT
VICE PRESIDENT

Title: SALES STRATEGY & OPERATIONS

Date: 1.20.10