



## Rental Record#

529458646

CHRIS MELLEEN

Lot: R

Space: 409

Vehicle: 2022 EXPED MAX

License: CA 9BAF290

### Rental Agreement

<b>Rental Rate*</b>	1 @	\$ 907.33 per wk	T \$	<b>907.33</b>
	@	\$ 129.75 ex day	T \$	
*Includes Unlimited Miles				
Discount - R 6%	Applied to Time/Mileage Chgs			\$ - 54.44
<b>Additional Products</b>				
Loss Dmg Wvr i	Accepted @	\$ 41.99 per day	\$	<b>293.93</b>
LIS i	Accepted @	\$ 16.35 per day	\$	<b>114.45</b>
PAI/PEC i	Accepted @	\$ 7.51 per day	\$	<b>52.57</b>
Prem Road Serv i	Accepted @	\$ 9.99 per day	T \$	<b>69.93</b>
Frequent Flyer Surcharge i			T \$	<b>.00</b>
FPO Accepted - Reflects A 10% AAA Discount			F	122.22
<b>Service Charges/Taxes</b>				
CA TOURISM ASSESSMENT i		3.50 %	\$	<b>29.85</b>
FACILITY FEE				<b>10.00</b>
Vehicle License Fee		\$ 2.16 per day	T \$	<b>15.12</b>
Tax 1	8.750% On Taxable Ttl	\$ 937.94	\$	<b>82.07</b>
Tax 2	2.750% On Taxable Ttl	\$ 122.22	\$	<b>3.36</b>
ADJUSTMENTS				
<b>TOTAL ESTIMATED CHARGE</b>				<b>\$ 1646.39</b>
<b>Credit Card Authorization Amount</b>				<b>\$ 1846.00</b>
<b>Rented by The Hertz Corporation</b>				
Vehicle:	01195 / 9694712	LocNum: CAONT10 / 0111910		
Miles Out:	13569	Plan: RCUW5	Class: T	
Rental Location:	ONTARIO INT'L AP			
Rental Time:	08/16/23 at 3:54 PM			
Return Location:	ONTARIO INT'L AP			
Return Time:	08/23/23 at 3:00 PM			

**Emergency Road Service 1-800-654-5060**

**For more transparency of above charges, please hover over the fee or go to  
[WWW.HERTZ.COM/CHARGEEXPLAINED](http://WWW.HERTZ.COM/CHARGEEXPLAINED)**

This estimate assumes you will rent and return at the locations and times indicated, and that you will not exceed any mileage limitations. Rental Rate subject to increase if You return Car more than 24 hours before or 24 hours after scheduled Return Time. Late returns may be subject to extra hour and/or extra day charges.

Charges indicated as \*\*\*\* will be calculated at return.

Taxable charges are preceded by a "T".

Further information relating to Your rental charges, and other terms to which You agree, appear below.

**FUEL & SERVICE CHARGES: YOU AGREE TO ACCEPT FUEL PURCHASE OPTION (FPO) AT \$ 122.22 PER RENTAL; NO CREDIT FOR FUEL IN CAR AT RETURN. 10% AAA DISCOUNT REFLECTED.**

YOU AGREE TO OPTIONAL SERVICES OF:	
OTHER FEES AND ASSESSMENTS:	
CA TOURISM ASSESSMENT <b>i</b>	3.50 %
FACILITY FEE	\$ 12.16PER RENTAL
VEHICLE LICENSE COST <b>i</b>	T \$ 2.16PER DAY
TAX RATE -	8.750 % APPLIES TO ALL CHARGES MARKED T
CA REFUEL SALES TAX RATE -	2.750 % APPLIES TO CHARGES

MARKED F **No "Additional Authorized Operators"** Without Our Prior Written Approval.

**CDP 00004** - You Represent That You Are Specifically Authorized to Receive The Benefits Extended To Employees/Members Of **AUTO CLUB OF SO CAL**

**Passenger Capacity:** The Passenger Capacity Of This Vehicle Is Determined By The Number of Seatbelts And, By Law, Must Not Be Exceeded. While In The Vehicle, Please Fasten Your Seatbelt.

It Saves Lives And **It's The Law.** Should You Require A Larger Vehicle, Please Check At The Counter For Availability.

- You Will Be Charged An Administrative Fee Along With Towing/Impound Expenses If The Car Must Be Towed As A Result Of Your Negligence.

- We prohibit smoking in all Vehicles. Cleaning fee will apply for violations.

- Excessive Mileage On A Repeat Basis May Result In Suspension Of Future Renting Privileges.

- You Are Required To Contact Us To Extend The Rental If The Car Will Not Be Returned By The Due Date On The Rental Record.

- RETURN CHANGE FEE of \$10 will be applied if You return the Car to a different location from that which was scheduled, or if you return more than 12 hours after the date and time previously scheduled, and You notify us of an extension of Your rental by the return date and time previously scheduled by calling 1-800-654-4174. If you do not notify us of such a change, the LATE RETURN FEE of up to \$15 per day, up to a maximum of five (5) days/\$75 will apply. These fees will be applied in addition to any increase in rate that may occur as a result of changing the drop off location or the timeframe of Your rental.

RES ID:	PLAN -	CLASS -	PREPARED BY:	PRINTED:
K56500193A1	RCUW5	T	6209 / CAONT10	08/16/23 15:59

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## **REFUELING OPTIONS**

**THE FOLLOWING APPLIES TO RENTALS FROM THIS LOCATION AND AMENDS AND SUPERSEDES SECTION 8. OF THE RENTAL AGREEMENT, RENTAL JACKET PORTION AND THE APPLICABLE REFUELING PROVISIONS OF GOLD AND PLATINUM PROGRAM TERMS:**

### **8. REFUELING OPTIONS**

Most Hertz rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

1. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Hertz a charge for fuel.

2. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable per-mile or per-gallon rate specified on the Rental Record.

a. The per-mile rate is used if You do not buy fuel during the rental.

To calculate this amount, Hertz multiplies the number of miles driven, as shown on the car's odometer, times the per-mile rate shown on the Rental Record.

b. The per-gallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Hertz multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

3. IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following cases:

a. For rentals in Hawaii, if You return the Car with a full tank of fuel, You will receive a credit for the amount previously charged for the purchase of fuel from Hertz.

b. For rentals other than Replacement Rentals, if You drive the Car 75 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged for the fuel used at the per-mile rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a) OR (b) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.

### **IMPORTANT INFORMATION REGARDING TOLLS**

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass LLC, for use on toll roads in the areas specified below. NOTE: Please be aware that certain toll roads and bridges do not accept or allow for payment by cash or credit card. These toll roads and bridges are "cashless" and/or "all electronic tolling" facilities. Use of such facilities will trigger certain charges, as described below:

For your convenience, we offer the optional PlatePass All-Inclusive service. The PlatePass All-Inclusive service is an optional electronic toll payment service whereby all toll charges and any toll-related fees you incur during the rental period are covered by a daily or weekly PlatePass All-Inclusive rate set forth in your Rental Agreement.

If you elect to purchase the optional PlatePass All-Inclusive service at the commencement of your rental period, the method for using that service depends on your location, as described below:

No Transponder-Required Locations: The optional PlatePass All-Inclusive service may be used by customers who elect it at the commencement of their rental period: (a) on toll roads throughout the states of Florida, Colorado, North Carolina, Georgia, and Texas; (b) on the San Francisco Bay Area Bridges in California; and (c) on the Tacoma Narrows Bridge and the SR 520 Bridge in Seattle, Washington.

Use of the optional PlatePass All-Inclusive service in No Transponder-Required Locations- if you elected to purchase it at the commencement of your rental period -- requires only that you drive through an electronic toll lane in your rental vehicle. There is no need to use a PlatePass toll transponder device or any other mechanism to activate use of the optional PlatePass All-Inclusive service in No Transponder-Required Locations.

**In Southern California, for all toll roads that accept PlatePass, the toll authority allows for payment of the toll by phone/online within five (5) days of accessing the toll road. If you travel in the excluded HOV lanes or on toll roads that do not accept PlatePass, you will be charged an additional \$9.99 usage day fee once you access the HOV lane or travel on such toll road. In Northern California, for all toll bridges that accept PlatePass, the toll authority allows for payment of the toll by phone/online up to 30 days prior or 48 hours after crossing the bridge.**

**NOTE: If you decline the optional PlatePass All-Inclusive service at the commencement of the rental period, but still use electronic toll roads and/or bridges during the rental period (including "cashless" or all electronic toll roads and bridges as noted above), you will be liable for and we will charge you: (a) all tolls incurred for such use (at the highest, undiscounted applicable toll rate); (b) a \$9.99 usage day fee and (c) all other applicable toll charges or fees, if any.**

Transponder-Required Locations: The optional PlatePass All-Inclusive service also may be used by customers who elect it on toll roads throughout the states of Delaware, Illinois, Indiana, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Virginia, and West Virginia. In those states, however, customers may use the PlatePass All-Inclusive service only if their rental vehicle is equipped with a PlatePass toll transponder device.

This device, where present in the vehicle, is affixed to the windshield under the rear-view mirror. To use the optional PlatePass All-Inclusive service in the states noted in this paragraph, you must first slide open the transponder box to expose the PlatePass transponder. (Instructions for doing so are printed on the transponder box itself.) After sliding open the transponder box, drive your rental

vehicle through an electronic toll lane to use the optional PlatePass All-Inclusive service.

In the Transponder-Required Locations identified above, you have the option of electing the PlatePass All-Inclusive Service during the rental period (i.e., not just at the commencement of the rental period). In Transponder-Required Locations, you may "opt in" to the optional PlatePass All-Inclusive service "on the road" by sliding open the transponder box as described in the written instructions on the box itself. If you take that action in a Transponder-Required Location, you will be charged the applicable PlatePass All-Inclusive daily charge up to \$30.00 per day depending on the rental location.

NOTE: If you decline the optional PlatePass All-Inclusive Service at the commencement of the rental and/or do not slide open the transponder box (if available) to opt in "on the road" as described above, but still use electronic toll roads and/or bridges during the rental period (including "cashless" or "all electronic" toll roads and bridges as describe above), you will be liable for and we will charge you: (a) all tolls incurred for such use (at the highest, undiscounted, applicable toll rate); (b) a \$9.99 usage day fee once a toll has incurred; and (c) all other applicable toll charges or fees if any. You also will be liable for the charges described in this paragraph if you incur an electronic toll in a Transponder-Required Location in a vehicle that is not equipped with a PlatePass toll transponder device (or a valid, properly installed personal transponder compatible with the relevant toll authority).

Electing PlatePass All-Inclusive Upon Return of Vehicle: In both Transponder-Required and No Transponder-Required locations you may elect for purchase the optional PlatePass All-Inclusive Service and pay the applicable daily or weekly Platepass All-Inclusive price - upon request - when you return your rental vehicle.

**PARKING AND MOVING CITATIONS** You are responsible for the payment of all vehicle parking and moving citations assessed against You or the Car during the rental period, including all such citations captured by camera and any related fines, fees, or penalties. If a citation-issuing authority notifies us that we may be liable for any such citation and any related fines, fees, or penalties, you will be charged an administrative fee of up to \$42.00 for each such notification.

You authorize us to release your rental and payment card information to PlatePass LLC, ATS Processing Services, LLC and American Traffic Solution Inc. (collectively, "ATS") for processing and billing purposes. If we or ATS pay a toll or a citation on your behalf or communicate with a citation-issuing authority about a citation you incurred during the rental, you authorize us or ATS to charge all such payments and related administrative fees as described above and below, to the credit card, other payment card, and/or billing account you used for this rental.

Failure to pay charges timely will result in a suspension of rental privileges.

**WARNING** Operating a motor vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, and assure adequate ventilation inside the car. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle)

**ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION.**

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN You and us ("us" and "we" for the purposes of this Arbitration Provision means The Hertz Corporation, ("Hertz") its parent and affiliate corporations, and their respective officers, directors and employees and any vendor or third party providing services for this rental transaction) MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and we remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims arising from or relating to this Agreement or any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, equity, or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise.

The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules").

You can obtain the Rules at [www.adr.org](http://www.adr.org).

You or we may commence an arbitration by providing a written demand for arbitration to the other (to us: The Hertz Corporation, 8501 Williams Road, Estero, FL 33928 Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, we will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitral award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAIL AT [no.arbitration@hertz.com](mailto:no.arbitration@hertz.com) OR BY MAIL TO The Hertz Corporation, 8501 Williams Road, Estero, FL 33928, Attn: Arbitration.

Include Your name, address, the number at the top of this Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your decision to opt out of this Arbitration Provision, You do not need to do so again.

TO BE CHARGED TO:		VISA CHIP		
XXXXXXXXXXXX5789		<	APPR AMT\$/CODE:	1846 .00 / 716175 RENT
AID:	A0000000031010	MODE:	ISSUER	TRANS ID: 583228826272030

THIS VEHICLE MAY NOT BE DRIVEN INTO MEXICO.

The Vehicle may be equipped with telematics technology that allows us to track or otherwise locate, disable and repossess the Vehicle and to obtain data about the Vehicle's use during your rental, including fuel usage and miles driven. By entering into this Agreement, You consent to our use of such telematics during your rental as permitted by applicable law.

Liability Protection: If You DO NOT elect Liability Insurance Supplement (LIS) and/or You violate the Terms and Conditions of the Rental Agreement, where permitted by law, if Hertz makes any payment as a result of an accident You are responsible to indemnify Hertz for all payments made including attorney fees and costs. If You elect LIS, LIS provides protection from liability for third party automobile claims for the difference between the liability limits in Paragraph 10 of the Rental Agreement and the maximum combined single limit of \$1,000,000 for bodily injury, including death and property damage LIS also includes uninsured/underinsured motorist coverage (while occupying the Car) for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and \$1,000,000 for each accident.

**Under California Civil Code Section 1798.83, any California resident who is an individual customer of ours may call (888)777-5870 to request a copy of our Privacy Policy and a form directing us not to disclose his personal information to third parties for their direct marketing purposes.**

**NOTICE: Except as stated in Par. 4 of the Rental Agreement Terms And Conditions (the Rental Terms) which appear on the folder (CF1900003) delivered to You with this Rental Record, You are responsible for all loss or damage to the rented vehicle even if someone else caused it or the cause is unknown. Your liability will not exceed the cost of repair up to the fair market value of the vehicle at the time it is lost or damaged, plus actual charges for towing, storage and impound fees, and an administrative charge. We will not hold You responsible if You buy Loss Damage Waiver (LDW) except as stated in Par. 4 of the Rental Terms. For additional information about your responsibility for loss or damage to the rented vehicle and about LDW see Par. 4 of the Rental Terms. If You accept LDW, the cost for each full or partial day will be \$ 41.99 . By signing below You acknowledge that You have read, understand, accept and agree to the above and the Rental Terms, and You accept or decline LDW and the other Optional Services as shown on Card 1 and Card 2. By signing below You also acknowledge that a representative of ours has orally disclosed to You that LDW may be duplicative of coverage that You maintain under Your own policy of motor vehicle insurance. Purchase of LDW is optional. Only You and persons who are Authorized Operators, as that term is defined in Par. 2 of the Rental Terms, may operate the Car.**

**X CUSTOMER COPY - SIGNATURE ON FILE**

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Our Privacy Policy governs the use of data about you. A copy of the policy is available at the rental counter and online at hertz.com.



