



Corporate Services Agreement ("Agreement")

University of Missouri System
("Customer")

The Entities listed on attached Schedule 1
(each, an "Affiliate"; collectively, "Provider")

Customer desires to be a preferred commercial account of Provider's National Car Rental ("National") and Enterprise Rent-A-Car ("Enterprise") brands, and Provider desires to provide short term rentals of motor vehicles to Customer's employees (hereinafter "Eligible Renter(s)"). In consideration of the services to be provided by Provider at its participating locations, the parties agree to the following:

1. Rental Program. Provider agrees to make its vehicles available to Eligible Renters for rental from Provider's rental facilities for business use. For Enterprise rentals, Eligible Renters must (a) use the customer number assigned by Enterprise to Customer **XZ51005** for business rentals when making the reservation for the rental, and (b) certify at the time of reservation whether the rental is for business use. For National rentals, Eligible Renters must use Contract ID number **XZ51005** when making a rental reservation, or, if no prior reservation is made, when entering into the applicable Rental Agreement, as defined below.
2. Rental Rates. For the first 12 months following the date of this Agreement, Enterprise and National agree to charge the base rental rates ("Rates"), which differ by brand and rental location, set forth in Schedules 2, 3, 5, 6 and Addendum A of this Agreement. Beginning November, 2009, Provider may modify the Rates listed 3.5% herein upon thirty (30) days' prior notice to Customer and be modified in each successive 12-month period thereafter. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof. All rates are supplied in local currency. Terms and conditions regarding National's Best Rate Search are set forth in Schedule 7.
3. Driver Protection Products. Rates include the protection products in Schedule 4.
4. Provider Status. Customer agrees to promote Provider as a preferred provider of rental cars, and to recommend Enterprise and National as options to Eligible Renters renting vehicles for business use. Customer agrees to include Enterprise and National as options on their self-booking tool if and when such a tool becomes available. In addition, Customer agrees to promote Enterprise and National on its internal website and through other company-wide internal communication networks by permitting Eligible Renters to easily access Enterprise and National from Customer's travel portal. Customer grants Provider the right to promote its preferred provider status to its Eligible Renters but Provider may not promote its preferred provider status to other than Customer's employees, unless approval has been given from Customer. Customer intends to produce **\$1,500,000** in time and mileage revenue for car rental services under this Agreement during each twelve-month period during its term.
5. Term. The term of this Agreement begins March 16, 2009, and shall continue thereafter until terminated by either party by providing no less than thirty (30) days' prior written notice to the other party. In the event that Customer is in material breach of either this Agreement or Provider's standard Rental Agreement, as defined herein, Provider may terminate this Agreement, effective upon Customer's receipt of written notice thereof.
6. Rental Agreements. For each vehicle rented, the Eligible Renter must execute: (1) for Enterprise, its then-standard rental agreement in the jurisdiction in which the vehicle rental occurs, or (2) for National, either its then-standard rental agreement in the jurisdiction in which the vehicle rental occurs, or National's Emerald Club Agreement (each, regardless of brand, a "Rental Agreement"). Each Eligible Renter (and any person identified on the Rental Agreement as an "Additional Authorized Driver") must possess a valid driver's license issued by the state 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 12 and 15 passenger vans), and meet Provider's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Agreement, the terms of this Agreement will govern. National and Enterprise hereby acknowledge that any Rental Agreement's indemnification provisions shall only be enforced by Provider against Customer to the extent permitted by applicable law. However, the specific terms of each Rental Agreement will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Provider upon demand for all rentals and other charges incurred and, to the extent permitted by applicable law, all indemnity and other

payments owed by an Eligible Renter under a Rental Agreement relating to a rental for business use not timely paid by the Eligible Renter.

7. **Emerald Club.** National will provide to Customer's Eligible Renters, membership in National's Emerald Club frequent renter program. National will provide Customer a customized direct link to National's Emerald Club enrollment web site and will also supply customized paper applications. Customer will make the direct link available to Customer's Eligible Renters through the means Customer deems most effective which may be on its intranet site or to distribute the link through Customer's internal email system as soon as possible after the date of this Agreement. National acknowledges that the method to make the direct link available may require internal approvals in Customer's system. The annual Emerald Club fee will be waived for as long as this Agreement is in force and provided that Customer's travelers use one of the described methods to enroll.
8. **Eligible Renter Verification.** Customer may be required to verify the Eligible Renter status of any person claiming to be an employee or other Eligible Renter of Customer in the event that person has or causes an accident. If Customer does not verify the Eligible Renter status of the person in question, Provider will not provide any of the Driver Protection Products afforded to Eligible Renters hereunder to that person unless required by applicable law.
9. **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. This Agreement (which supersedes any existing corporate car rental agreements between Customer and Provider) and any Rental Agreement entered into between Provider 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. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address below. Rental Agreements 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 a vehicle is first received.
10. **Affiliate Liability.** The obligations of each entity listed on the attached Schedule 1 ("Affiliate") under or in respect of this Agreement are several and not joint and several. Each Affiliate shall only be responsible for the rental transactions it enters into with Eligible Renters under this Agreement and for its own acts and omissions. No Affiliate shall have any responsibility for or with respect to (a) any rental transactions entered into by any other Affiliate under this Agreement or (b) any acts or omissions of any other Affiliate.

11. 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).

Enterprise Rent-A-Car Company
Attn: Vice President Business Rental Sales
600 Corporate Park Drive
St. Louis, MO 63105

The Curators of the University of Missouri

With a copy to:
Enterprise Rent-A-Car Company
Attn: General Counsel
600 Corporate Park Drive
St. Louis, MO 63105

Schedules 1, 2, 3, 4, 5, 6, 7 are made a part of this Agreement and **Addendum A**.

PROVIDER

By:

Mary K. DeLassus

Name:

~~Mark I. Pitow~~ Mary K. DeLassus

Title:

~~Secretary of the Enterprise Affiliates &
Assistant Secretary of the National Affiliates~~

Date:

2/26/09

CUSTOMER

By:



Name:

Stephen G Mack

Title:

Director Procurement Services
University of Missouri System

Date:

2-27-09

Stephen G. Mack, CPSM, C.P.M.
Director, Procurement Services

APPROVED
AS TO
LEGAL FORM
2/27/09 HKW

Corporate Service Agreement

Schedule 1

National Car Rental and Enterprise Rent-A-Car Branded Affiliates

VANGUARD CAR RENTAL USA INC., DBA NATIONAL;
NATIONAL CAR RENTAL (CANADA) INC.;
ENTERPRISE LEASING COMPANY OF ST. LOUIS;
ENTERPRISE LEASING COMPANY OF GEORGIA;
ENTERPRISE LEASING COMPANY (a Florida corporation);
ENTERPRISE LEASING COMPANY OF KANSAS;
ENTERPRISE LEASING COMPANY OF HOUSTON;
ENTERPRISE LEASING COMPANY OF ORLANDO;
ENTERPRISE LEASING COMPANY OF INDIANAPOLIS, INC.;
ENTERPRISE LEASING COMPANY OF DFW;
ENTERPRISE RENT-A-CAR COMPANY OF BOSTON, INC.;
ENTERPRISE LEASING COMPANY OF DENVER;
ENTERPRISE LEASING COMPANY OF NEW ORLEANS;
ENTERPRISE LEASING COMPANY OF CHICAGO;
ENTERPRISE LEASING COMPANY (a Maryland corporation);
ENTERPRISE LEASING COMPANY OF PHILADELPHIA;
ENTERPRISE LEASING COMPANY OF BALTIMORE;
ENTERPRISE LEASING COMPANY (a Minnesota corporation);
ENTERPRISE LEASING COMPANY OF DETROIT;
ENTERPRISE LEASING COMPANY OF NORFOLK/RICHMOND;
ENTERPRISE RENT-A-CAR COMPANY OF SAN FRANCISCO;
ELRAC, INC.;
SNORAC, INC.;
ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO;
ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES;
ENTERPRISE RENT-A-CAR COMPANY OF HAWAII;
ENTERPRISE RENT-A-CAR COMPANY OF CINCINNATI;
CLERAC, INC.;
ENTERPRISE RENT-A-CAR COMPANY OF PITTSBURGH;
ENTERPRISE RENT-A-CAR COMPANY, INC. (a Wisconsin corporation);
ENTERPRISE LEASING COMPANY (a Washington corporation);
ENTERPRISE RENT-A-CAR COMPANY OF OREGON;
ENTERPRISE RENT-A-CAR COMPANY OF UTAH;
CAMRAC, INC.;
ENTERPRISE RENT-A-CAR COMPANY OF RHODE ISLAND;
ENTERPRISE LEASING COMPANY OF PHOENIX;
ENTERPRISE LEASING COMPANY – SOUTHWEST;
ENTERPRISE RENT-A-CAR COMPANY OF TEXAS;
ENTERPRISE LEASING COMPANY – SOUTHEAST;
ENTERPRISE LEASING COMPANY – WEST;
ENTERPRISE LEASING COMPANY – SOUTH CENTRAL, INC.;
ENTERPRISE RENT-A-CAR COMPANY OF TENNESSEE;
PENRAC, INC.;
ENTERPRISE RENT-A-CAR COMPANY OF KENTUCKY;
ENTERPRISE RENT-A-CAR COMPANY – MIDWEST;
ENTERPRISE RENT-A-CAR COMPANY OF MONTANA/WYOMING;
PRERAC, INC.;
ENTERPRISE RENT-A-CAR CANADA LIMITED

Corporate Service Agreement

Schedule 2 Corporate Rate Program

This schedule applies to rentals at Enterprise's locations in the 50 United States, Puerto Rico, and District of Columbia



BASE RENTAL RATES**

VEHICLE CLASS	DAILY RATES	WEEKLY RATES	MONTHLY RATES
Compact	\$34.50	\$185.00	\$700.00
Mid-Size/Intermediate	\$34.50	\$185.00	\$700.00
Standard Size	\$36.50	\$200.00	\$730.00
Full Size	\$41.00	\$226.00	\$820.00
Premium	\$50.00	\$259.00	\$930.00
Luxury	\$75.00	\$450.00	\$1575.00
Mini-Van	\$57.00	\$314.00	\$1140.00
Mid/Standard Size SUV	\$62.00	\$350.00	\$1240.00
Full Size SUV	\$98.00	\$540.00	\$1990.00
Standard/Full Size Truck	\$50.50	\$278.00	\$1010.00
Standard Size Van	\$50.50	\$278.00	\$1010.00
Full Size Van	\$90.00	\$540.00	\$1890.00

** Base Rental Rates apply to participating Enterprise Entity U.S. locations.

Terms & Conditions:

Daily Rates: Based on a 24-hour billing cycle.

Geographic Surcharges: In addition to the applicable Base Rental Rates set forth above, rental location surcharges per day are assessed in the following:

Applies to the Airport Locations

\$5.00 in Charlotte; Cincinnati; Cleveland; Kansas City; Milwaukee; Minneapolis/St. Paul; New Orleans; Phoenix; Seattle; St. Louis; State of California (excluding LAX); State of New York (unless otherwise indicated); State of Illinois (unless otherwise indicated); State of Texas; Washington DC

\$10.00 in Atlanta; Baltimore; Boston; Chicago; Denver/Colorado Springs; Detroit; Hartford; Los Angeles Airport (LAX); Philadelphia; Pittsburgh; Providence; San Francisco area

Applies to All Locations

\$10.00 in State of Montana; State of Nebraska (excluding Omaha and Lincoln); State of North Dakota; State of South Dakota; State of Wyoming; Bemidji and Moorhead, MN; Commonwealth of Puerto Rico; State of Alaska

\$14.00 in NY/CT/NJ Metro; including Westchester, Islip, and Newark airports

\$18.00 in New York City Boroughs; including JFK and LaGuardia airports

Exclusions: Base Rental Rates do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery, pickup, youthful driver or additional driver charges.

Mileage Charges: Base Rental Rates for Compact through Full Size vehicle classes include unlimited free miles per day and per week, and 3,000 free miles per month; all other vehicle classes include 200 free miles per day, 1,400 free miles per week, and 3,000 free miles per month, as applicable. Any additional miles will be charged at the rate of \$0.25 per mile.

Corporate Service Agreement

Schedule 3

Corporate Rate Program

This schedule applies to rentals at National's locations in the 50 United States, Puerto Rico, and District of Columbia



VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	ONE-WAY DAILY RATES	
CCAR	Compact	\$44.00	\$69.00	
ICAR	Mid Size	\$45.00	\$69.00	
SCAR	Full Size 2 door	\$47.00	\$69.00	
FCAR	Full Size 4 door	\$48.00	\$69.00	
PCAR	Premium	\$60.00	\$60.00	\$.40 / per mile
LCAR	Luxury	\$65.00	\$65.00	\$.40 / per mile
MVAR	Minivan	\$65.00	\$65.00	\$.40 / per mile
SFAR	Standard 4x4	\$60.00	\$60.00	\$.40 / per mile
STAR	Convertible	\$65.00	\$65.00	\$.40 / per mile

Terms and Conditions:

1. Corporate Daily Rates apply to rental transactions originating and terminating within the same rental zone (local rentals). Corporate Daily Rates for Compact through Full Size 4 door 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 \$0.20 per mile.
2. One-Way Daily Rates apply to rental transactions originating and terminating at locations within different rental zones (one-way rentals). No drop charge or per mile charge will be applied to authorized one-way rentals for Compact through Full-size 4-door. A one-way per mile charge of \$.40 will apply for Premium, Luxury, Mini-van, Standard 4x4, and Convertible vehicle classes.
3. All U.S. locations will honor the rates listed above. Certain locations located outside of National's top 100 airport locations may impose an additional surcharge not to exceed \$6 per day. For specific car classes not listed, all U.S. locations will apply up to a 20% discount to the National Business Rate (NBR).
4. Locations as noted below, including their airport, downtown, suburban, and sub-locations will assess an additional fee for each rental day.

\$5.00 in Charlotte; Cincinnati; Cleveland; Kansas City; Milwaukee; Minneapolis/St. Paul; New Orleans; Phoenix; Seattle; St. Louis; State of California (excluding LAX and San Francisco area); State of Illinois (unless otherwise indicated); State of New York (unless otherwise indicated); State of Texas; Washington, DC

\$10.00 in Atlanta; Baltimore; Boston; Chicago; Commonwealth of Puerto Rico; Denver/Colorado Springs area; Detroit; Hartford; Los Angeles airport (LAX); Philadelphia; Pittsburgh; Providence; San Francisco area; State of Alaska

\$25.00 in NY/NJ/CT Metro Area; Newark; Westchester; Islip; LaGuardia Airport; JFK Airport; Manhattan

5. Rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday and for rentals commencing at JFK and LaGuardia airports between the hours of 1:00 p.m. Friday through 12:59 p.m. Sunday, current published rates, less a discount will apply.
6. The weekly rate will be calculated at **6** times the daily rate; for rentals of twenty-four through thirty-one consecutive days, the rate will be a monthly rate calculated at **4** times the weekly rate.
7. Rates are valid at all locations in the United States with advanced confirmed reservations, and are subject to the availability of vehicles. Reservations for rentals in certain cities during special events, major holidays, and peak seasonal demand periods may require a guarantee. Rates may not be available in certain cities during special events, major holidays, and peak seasonal demand periods.
8. Rates do not include fuel, optional upgrades or other optional charges, taxes, governmentally authorized or imposed surcharges, airport and airport facility fees, license and concession recoupment fees.
9. Standard driver and credit rental qualifications apply. Minimum rental age at most locations is 21 for commercial travelers renting vehicles for business purposes. National will not assess an additional charge when Customer's renter is between the ages of twenty-one (21) and twenty-four (24), provided that the rate selected at the time of rental is a rate or discount specified in this Agreement, or is the rate selected as a result of a Best Rate search.
10. A \$7.00 surcharge will be applied to the Corporate Daily Rate for all one-day rentals commencing on a Monday, Tuesday, or a Wednesday.

Corporate Service Agreement

Schedule 4

Driver Protection Products

**This schedule applies to rentals at Enterprise's locations in the 50 United States,
Puerto Rico, and District of Columbia**



DRIVER PROTECTION PRODUCTS: Available at an additional cost.

**This Schedule applies to rentals at National's locations in the 50 United States,
Puerto Rico, and District of Columbia**

The National logo, featuring the word "National" in a bold, italicized, serif font, all contained within a black rectangular box.

1. Loss and Damage

For all rentals at U.S. locations, the renter or authorized driver shall be responsible for all loss and damage to the rental vehicle as outlined in the applicable standard Rental Agreement in effect at the time of rental. The renter may elect to eliminate all responsibility for loss and damage costs by complying with the applicable standard Rental Agreement terms and conditions and accepting and paying for National's Loss Damage Waiver option at the time of rental.

2. Liability Insurance

For all rentals at U.S. locations, regardless of rate selected, the automobile liability insurance protection or qualified self-insurance arrangement, if provided, protecting against third party claims will be at the limits and as specified in the applicable standard Rental Agreement.

Corporate Service Agreement

Schedule 5

Corporate Rate Program

This schedule applies to rentals at National's locations in Canada



CANADIAN BASE RENTAL RATES

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES
ECAR	Economy	C\$43.00
CCAR	Compact	C\$45.00
ICAR	Mid Size	C\$47.00
SCAR	Full Size 2 door	C\$50.00
FCAR	Full Size 4 door	C\$50.00

Terms & Conditions:

1. Corporate Daily Rates apply to business rental transactions originating and terminating within the same National city and its sub-locations (local rentals).

Business rentals in designated C-1 locations include unlimited kilometers, unless otherwise noted. Monthly rates include 4000 km only.

Business rentals in designated C-2 locations include a kilometer allowance that ranges from 50 to 200 kilometers per day, depending upon the location.

All rentals in designated C-4 locations will be assessed a per kilometer charge for all kilometers driven. Kilometers and excess kilometers will be charged at the National Business Rate (DR01).

All authorized one-way rentals will be charged the Corporate Daily Rate with a drop charge and/or kilometer charge that will be applied to all kilometers driven.

2. Airport locations as noted below will assess an additional fee for each rental day. Currently these cities include, but are not limited to the following:

C\$3.00 in Halifax; Montreal; Ottawa, Toronto; Winnipeg; Vancouver

C\$5.00 in Calgary; Edmonton; Fort McMurray

C\$10.00 in Wabush, Newfoundland

These cities are subject to change without notice. Any revisions to these city differentials will be made available to Customer upon request.

3. Rates are valid at all participating locations in Canada with advanced confirmed reservations, and are subject to the availability of vehicles. Reservations for rentals in certain cities during special events, major holidays, and peak demand periods may require a guarantee. Rates may not be available during those same periods.

4. All locations will apply up to a 15% discount to the National Business Rate (DR01) for vehicle classes not specified above.
5. The weekly rate will be calculated at 6 times the daily rate. For rentals of twenty-four through thirty-one consecutive days, the rate will be a monthly rate calculated at 4 times the weekly rate.
6. Standard driver and credit rental qualifications apply. Minimum rental age at most locations is twenty-one (21) for commercial travelers renting vehicles for business purposes. However, an additional charge will be assessed when the renter or additional authorized driver is under the age of 25.
7. Rates do not include taxes (including but not limited to Provincial sales tax (PST), Goods & Services tax (GST), vehicle rental tax, Vehicle License Recoupment or Recovery Fee and Air Tax Recovery), airport fees, concession recoupment fees, fuel, optional upgrades or any other optional charges.
8. A C\$5.00 surcharge will be applied to the Corporate Daily Rate for all one-day rentals commencing on a Monday, Tuesday, Wednesday, or a Thursday.

Corporate Service Agreement
Schedule 6
International Corporate Rates

This schedule applies to rentals at National's locations and National's global system members locations outside the 50 United States, Puerto Rico, District of Columbia, and Canada

National.

National Car Rental will afford Eligible Renters with International Flat Rates, which are quoted in local currency. A complete set of rates for National Car Rental's global system exists in countries throughout Europe, the Middle East, Africa (EMEA); Latin America and the Caribbean (LAC); Asia and the Pacific Basin. Rates are accessible through all reservation systems worldwide.

Terms and Conditions:

1. A local rental is generally defined as the return of a rental vehicle to a location within the same country of rental.
2. International Flat Rates include the minimum required amount of liability protection as determined by the applicable laws of each country of rental.
3. All renters and additional authorized drivers must have a valid driver's license and must meet the age, driver, and credit requirements of the country of rental.
4. National Rental (US) Inc. will be an endorsed supplier for international rentals. A National representative will be allowed to contact divisions, subsidiaries, and branch offices globally to assist in the implementation of this program.
5. International rates and discounts are subject to change without notice and may differ wherever local government restrictions limit or prohibit these discounts. Application of the Corporate Rates will commence within 45 days from the notification of acceptance of this Agreement.

Corporate Service Agreement

**Schedule 7
Best Rate Search**

**This schedule applies to rentals at National's locations in the 50 United States,
Puerto Rico, and District of Columbia**

National.

At time of reservation, National will compare the Customer corporate rate to other retail rates available within National's reservation system which meet the requirements for that particular rental, and assign the retail rate to the confirmed reservation, if lower. This automated rate search will occur each time a Customer Eligible Renter places a reservation using the applicable Customer identification number. All terms and conditions will follow the best rate.

Addendum A
Enterprise Only

For campus's; University of Missouri, University of Missouri-Kansas City, University of Missouri-St. Louis, and Missouri University of Science and Technology will be deemed "local" universities and services listed below will be expedited by the following Enterprise branches in Missouri only: Enterprise Rent-A-Car 112 N Providence Rd, Columbia; Enterprise Rent-A-Car, 210 E Texas Ave, Columbia; Enterprise Rent-A-Car 1501 Bishop Ave, Rolla; Enterprise Rent-A-Car, 9803 West Florissant, Saint Louis; and Enterprise Rent-A-Car 3543 Main, Kansas City:

- A. Enterprise will supply local campus's vehicles with full tanks of fuel. Renters will not re-fuel vehicle but will return vehicle to rental location at which time Enterprise will charge pump price and add to charges of rental, pump price will be determined at the time of the rental by renting location.
- B. Collision damage waiver (CDW) is available for purchase and will appear as a separate line item. Cost of CDW for local campus's will be \$7.00 per day for all car classes excluding cargo vans and 12-15 passenger vans at the Enterprise locations listed above. CDW is available for cargo vans and 12-15 passenger vans and will be charged local CDW rates. Liability Protection is available for 12 -15 passenger vans and cargo vans at normal retail rates.
- C. Delivery service is available to all local universities and no extra cost. Delivery is subject to normal business hours and available to the campus or within a 15 mile radius of the renting location. However a particular Enterprises ability to deliver a vehicle may be based on levels of personnel and time of the day, delivery is possible but not guaranteed.