



## Enterprise Fleet Management, Inc. Agreements

Include the following documents:

- Maintenance Management Agreement
- Addendum to Maintenance Management Agreement
  - Service Agreement

## MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the \_\_\_\_ day of June, 2017, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Dana Point (the "Company").

### WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.
4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.
5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.
6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence

prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

- 7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
- 8. **FEES:** EFM will charge the Company for the service under this Agreement \$10.00 per month per Card, plus a one time set-up fee of \$0.
- 9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Dana Point

EFM: Enterprise Fleet Management, Inc.

\_\_\_\_\_

\_\_\_\_\_

By:  
Title:

By: Richard Murrell  
Title: Regional Sales Manager

Address: 33282 Golden Lantern Street  
Dana Point, CA 92629

Address: 1400 N Kellogg Drive, Suite G  
Anaheim, CA 92807

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of June, 2017 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the \_\_\_\_ day of June, 2017 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Dana Point ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within thirty (30) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of California (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the \_\_\_\_ day of June, 2017.

\_\_\_\_\_  
City of Dana Point (Company)

By \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
ENTERPRISE FLEET MANAGEMENT, INC.

By \_\_\_\_\_

Title: \_\_\_\_\_

## SERVICE AGREEMENT

This Service Agreement is entered into as of the \_\_\_\_\_ day of June, 2017, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Dana Point (City).

WITNESSETH:

WHEREAS, Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and City of Dana Point.

NOW, THEREFORE, the parties agree as follows:

**Scope of Service:** This pricing and services under this agreement are in accordance with the City of Dana Point Request For Proposal between Enterprise Fleet Management and the City of Dana Point for Vehicle Fleet Management Services.

**Order of Precedence:** In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence:

1. Enterprise FM Trust Master Equity Lease Agreement including the amendment and schedules
2. Enterprise Fleet Management Maintenance Management Agreement including the amendment
3. Enterprise Fleet Management response to the City of Dana Point's RFP
4. The City of Dana Point's RFP

**End of Term Options:**

At the end of lease term or due to City termination, the City may:

- (1) Purchase the vehicle from the EFM for the end of term obligation (Reduced Book Value plus any applicable registration, license, and title fees, and any outstanding receivables owed);
- (2) Extend the lease with a new lease term; or
- (3) Turn the vehicle in to be disposed of by EFM

**SCOPE OF WORK:** EFM shall arrange for the leasing of motor vehicles ("Vehicles") on behalf of the City. An individual lease Schedule for each vehicle will contain the lease amount and other related charges.

**Account Management and Driver Assistance:** EFM will assign a dedicated fleet manager to City's account. Fleet Manager along with the Fleet Management team will be responsible for managing City's vehicle requests including but not limited to: leased vehicle order and delivery status, title/registration inquiries, managing maintenance repairs, and all other related fleet management inquires.

EFM will provide City with a local California area contact number for the local account team and a toll-free telephone number for our Fleet Operations division in St. Louis that gives driver access to assistance in enrolled services and general fleet policy questions.

EFM shall take an aggressive role in identifying potential improvements in current techniques, and services. EFM shall communicate such improvements with City to ensure quality planning and operation results.

**Title, Licensing and Registration:** EFM shall perform leased Vehicle titling in accordance with the Master Equity Lease Agreement and comply with all applicable laws. EFM shall perform Vehicle licensing and registration services of leased Vehicles to comply with all applicable motor vehicle laws.

**Maintenance:** City may request EFM to furnish full maintenance services for leased Vehicles in accordance with the Maintenance Agreement. City may request EFM to furnish Maintenance Management services for leased and non-leased Vehicles in accordance with the Maintenance Management Agreement.

**GeoTab Device:** City may request EFM to facilitate the addition of a GeoTab device on the vehicles.

**Fuel Card Management Program:** City will coordinate with Wright Express to manage City fuel credit cards. EFM will work with City to review fuel reporting and make recommendations when appropriate.

**Citation Management:** EFM will monitor and assist City in processing vehicle citations if City or their driver does not process on their own upon receipt.

**Vehicle Disposal:** City may request EFM to dispose of leased vehicles at wholesale upon lease termination.

All Agreement concern shall be addressed by the designated City's contact and the EFM's designated Account Manager. No changes in Agreement terms are to be made without written City approval.

IN WITNESS WHEREOF, EFM and City have executed this Service Agreement as of the day and year first above written.

City: City of Dana Point

EFM: Enterprise Fleet Management, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
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