#### **PAYMENT**

#### STANDARD RENTAL QUALIFICATIONS

All renters must meet all standard rental qualifications, including:

1. Produce a Major Credit Card (Debit Cards cannot be used at time of pick-up).

2. Produce a Drivers License bearing the same name as the Credit Card.

3. Names must match on Credit Card and Drivers License presented at the rental counter at the time of pick-up.

#### **INTERNATIONAL RENTERS**

International Renters are defined as persons whose primary residence is from a non-US address. The address stated on the renters valid Drivers License will be referenced to determine the Renters primary residence. Fox reserves the right to impose separate policies that may apply to International Renters which do not apply to other renters. International Renters must satisfy all the following conditions at the rental counter at time of pick-up:

1. Valid Drivers License from Country of Origin.

2. A Valid passport held by the renter that matches the name on the Drivers License is required. The passport does not have to match the country of residence.

3. A valid contact phone number must be provided in case of an emergency while the vehicle is on rent.

#### LOCAL RENTERS

Local Renters are defined as persons whose primary residence is within 150 miles of rental location. The address stated on the Renters valid Drivers License will be referenced to determine the Renters primary residence. Fox reserves the right to impose separate policies that may apply to Local Renters which do not apply to other renters.

## **CREDIT CARDS**

1. A Major Credit Card from VISA, MASTERCARD, DISCOVER, or AMERICAN EXPRESS is required at time of pick-up.

2. All Non-local and International Renters: Credit Card must have the available funds for the estimated amount of rental charges, plus a deposit of USD/150.00.

3. Local Renters: Credit Card must have available funds for the estimated amount of rental charges plus a security deposit of USD/500.00.

4. Unused funds will be returned through the credit card processor after the vehicle is returned. Due to bank processing, a return of funds can take between 2 to 5 business days to appear in the Renters account when using this form of payment.

5. We do NOT accept miniature key tag-style Credit Cards.

#### **DEBIT CARDS**

- 1. Debit Cards are NOT accepted at time of rental pick-up.
- 2. Debit Cards presented at rental return must have a VISA, MASTERCARD, or DISCOVER logo.
- 3. Debit Card and Primary Driver on the rental must be in the same name.
- 4. Please see policy for PREPAID RESERVATIONS regarding Debit Cards and Pay Now Reservations.

#### CASH PAYMENTS

This policy is held company-wide: No cash deposits will be accepted at time of rental pick-up. Cash is accepted as a valid form of payment at time of rental return.

#### **PREPAID CARDS**

Prepaid Credit Cards from any card supplier are NOT accepted at time of rental pick-up. Prepaid Credit Cards are accepted as a valid form of payment at time of rental return.

#### ACCEPTED PAYMENT TYPES AT CAR RETURN

Major Credit Cards, Debit Cards, Prepaid American Express/Visa/MasterCard, and Cash are accepted as a valid form of payment at time of rental return.

**Maui**: Valid drivers license and credit card in the name of the renter is required. All drivers must have a valid credit card in own name and present credit card upon arrival at rental counter. Accepted credit cards are noted in the payment section.

International driverâ<sup>III</sup>s license holders must present a valid drivers` license from renters/drivers country of origin authorizing operation of an automobile and are required to present a valid passport.

#### DEPOSITS

When using a credit card a CHARGE equal to the estimated amount of the rental plus an additional AUTHORIZATION USD/150.00 is required at time of rental.

When using a bank issued debit card a CHARGE equal to the estimated amount of the rental plus an additional CHARGE USD/300.00 is required at time of rental. Debit cards for deposit are not accepted from residents of the State of Hawaii.

Unused funds will be returned through the credit card processor after vehicle return.

NO REFUNDS ARE MADE FOR EARLY VEHICLE RETURNS OR CONTRACT CANCELLATIONS.

UPON ARRIVAL THE FOLLOWING FORMS OF PAYMENT ARE ACCEPTED FOR DEPOSIT.

The following methods of payment are accepted for deposit. American Express, Visa/Visa Debit, Master Card/Master Card Debit and Discover. Debit cards for deposit are not accepted from residents of the State of Hawaii.

Note - CASH DEPOSITS ARE NOT ACCEPTED.

# ACCEPTED FORMS OF PAYMENT AT RETURN

Accepted forms of payment at return are American Express Visa/Visa Debit Master Card/Master Card Debit , Discover and Cash

## **Billings: DEPOSITS -**

Valid drivers license and credit card must be in the same name. An authorization equal to the estimated amount of the rental PLUS USD 20 percent is required at time of rental. The following rental authorizations are accepted - VISA, Master Card, AMEX. Debit Cards and Cash deposits are not accepted.

## **PAYMENTS** -

The following methods of payment are accepted for final contract payment - Cash, Debit Card, Travelers Checks, VISA, Master Card, AMEX.

**Newark and JFK:** In General We accept most major credit and debit cards including American Express / Visa / Discover / Mastercard. All credit/debit cards need to be issued by a major financial institution that offers physical banking locations. The means of payment which must be valid and presented at the start of the rental must be issued under the renters name.

An authorization of up to USD 500 will be taken in addition to the rental amount due to secure the rental. We do not accept Cash / Prepaid cards / MCU cards / Checks / Money Orders / Electronic Use only cards / Visa Electron cards / credit/debit cards from domestic online banking institutions.

Debit cards are not accepted for local renters at airport locations without a proof of full insurance. Debit cards with available funds may be accepted at select locations at our sole discretion with two forms of government issued ID and only if one of the following conditions are met

1. The renter presents a return airline ticket or roundtrip itinerary upon pick-up made at least 24 hours prior to the pick-up date that coincides with the drop-off date and location. The return flight date cannot be before the vehicle return date and the return flight city cannot be outside of the immediate area of the vehicle return city. Local renters with a debit card cannot rent any Full-sized or Over-sized SUVs / Premium / Luxury / Extraordinary or Specialty vehicles with the exception of Minivans. Customers travelling internationally whose debit car is issued in their country of origin may rent any category vehicle except for Premium / Luxury and Specialty Cars. OR

2. A local renter at downtown location can present an original and current utility bill which matches the name and address on the Drivers License of the renter. Photocopies / printouts / digital images (digital format can be accepted provided that the source of the document comes from the official page) are not permitted. Utility bills need to be the most current or from the last 30 days and cannot be Past Due. Local renters with a debit car may need additional documentation and can only rent Minivans / Economy through Full-size sedans / Compact through Intermediate SUVs.

The amount that will be authorized includes the rental price as well as additional charges and extras. The funds will not be available to you until after the vehicle has been returned. Some vehicles have a higher authorization or deposit amount and may require the use of a credit card.

The rental location may also perform a credit check or require additional qualifications in accordance with the local policy to determine whether the renter qualifies for a rental. The customer must meet the minimum criteria as determined by that location to qualify for a rental.

**Vernal:** Valid Drivers License and major credit card must be presented upon arrival at rental counter. Name on credit card and Drivers License must match.

# DEPOSITS

A credit card CHARGE equal to the estimated amount of the rental is required at time of rental. An additional authorization will be secured in the amount of USD/150.00.

If you have purchased or are relying on a third party collision damage waiver, any damage to the vehicle will be charged to your credit card and the renter will need to seek reimbursement from the third party policy.

Unused funds will be returned through the credit card processor after vehicle return.

NO REFUNDS ARE MADE FOR EARLY VEHICLE RETURNS OR CONTRACT CANCELLATIONS.

## ACCEPTED CREDIT CARDS

Accepted credit cards are American Express, Discover, MasterCard and Visa.

CASH and DEBIT CARD ARE NOT ACCEPTED AS A MEANS TO SECURE RENTAL

## **PAYMENT AT RETURN**

Accepted forms of payment at return are American Express, Visa/Visa Debit, Master Card/Master Card Debit and Cash.

## **INSURANCE**

Optional Insurance is not required to rent a vehicle. Details available at rental counter.

**Loss Damage Waiver (LDW):** FOX offers to all renters LDW, Loss Damage Waiver, which for an additional daily charge relieves the renter of all financial responsibility for the loss of, or damage to the rental car, as long as the vehicle is used in accordance with the terms of the Rental Agreement. Cost - USD/11.00 to USD/32.99 per rental day depending on vehicle type and rental location.

**Rental Liability Insurance (RLI):** Primary insurance protecting you against claims made by a third party for bodily injury and/or property damage sustained while operating the rental vehicle, up to the required financial responsibility limits of the state in which the vehicle is rented. RLI does not cover all situations that may arise while operating a rental vehicle. The renter is financially responsible for all damages not covered under the liability policy including, but not limited to, the FOX rental vehicles full value. Costs for RLI coverage vary by state

**Supplemental Liability Insurance (SLI):** Provides coverage for third-party automobile claims for the difference between the primary liability limits provided under the renters own personal policy and a maximum combined single limit of one million dollars for bodily injury and/or property damage but does not cover all situations that may arise while operating a rental vehicle. Costs for SLI coverage varies by state

**Personal Accident/Personal Effects Protection (PAC):** Personal Accident Coverage provides an accidental death and accidental medical expense benefit to the renter and their passenger(s). The death and medical expense benefit will both pay in addition to any other coverage that might be applicable to the renter or passengers. Personal Effects Coverage offers limited protection against damage to personal effects owned by the renter, as well as immediate family members of the renter, who permanently reside in the renters household and are traveling with the renter. Cost - USD/3.34 to USD/4.99 per rental day, depending on the rental location.

**Roadside Service Assistance Program (RSA):** If you purchase our Roadside Service Assistance (RSA) we will waive all or a portion of the cost of a roadside assistance service call up to the amount of USD/400.00 per incident. You may purchase RSA at USD/6.99 per rental day at all FOX corporate locations. Benefits include emergency road service towing (within 25 miles of occurrence), winching, jump start, flat tire change, lockout service, and emergency fuel delivery (up to two gallons). Some restrictions apply ask for a copy of an RSA brochure at the rental counter.

**Mexico Insurance:** FOX offers the purchase of insurance for your vehicle when driving in Mexico, which is only available on economy- through full-sized vehicles.. Mexico insurance can be purchased at the time of rental prior to entering Mexico at the following corporate locations: Los Angeles, Ontario, Orange County, San Diego or Phoenix. Coverage applies only in Mexico cities/states closest to the California and Arizona borders. Rates start at USD/31.00 per 24-hour day including tax. All other vehicles are not permitted to travel into Mexico.

**Maui:** Minimum liability is included in the rental rates with maximum limits of liability for personal injury to USD 20,000 and for property damage USD 10,000 as long as the vehicle is used in accordance with the terms and conditions of the rental agreement. Exclusions apply.

Collision Damage Waiver (CDW) reduces your financial liability for damage to the rental vehicle, its parts and accessories, except for theft, attempted theft or vandalism, provided the vehicle is used in accordance with the terms and conditions of the rental agreement. Exclusions Apply. Cost USD 15.95/day

Personal Accident Coverage (PAC) provides coverage for the driver and passengers for injury or death while occupying the rental vehicle. Please request a brochure at time of rental. Exclusions Apply. Cost USD 5.75/per day

**Billings:** All renters and approved drivers MUST supply proof of personal auto insurance that will extend to the rental vehicle for both collision and liability in the State of Montana.

Windshield insurance is offered Cost is USD/6.95 per day with the first USD/50.00 being the renters responsibility.

**Newark and JFK:** INSURANCE - Liability protection / Drivo does not extend any of its motor vehicle financial responsibility and Drivo does not provide any liability insurance coverage to renter passengers or third parties through this reservation unless Drivo is obligated to do so due to legal requirements or according to the rental agreement.

The purchase of Supplemental Liability Insurance (SLI) is not required as a condition of renting a car. The renters personal insurance policy may provide the coverage for liability while operating a rental vehicle as per its terms and conditions. It is recommended that renters check the terms and conditions of their personal auto insurance policy to determine if coverage is provided for this rental. We might request a proof of your insurance.

Supplemental Liability Insurance (SLI) / If purchased - Supplemental Liability Insurance (SLI) protects the renter against claims made by a third party for bodily injury and/or property damages sustained as a result of an accident while the renter is operating a rental vehicle.

This SLI provides the renter with third-party liability protection up to a limit of USD 100000 per accident. SLI does not cover all situations that may arise while operating a rental vehicle. SLI does not cover all risks. SLI is subject to exclusions for unauthorized or intoxicated drivers. Other exclusions may apply. Police report is necessary for SLI to be valid.

Supplemental Deductible Coverage (SDC) / The Supplemental Deductible Coverage covers up to USD 1000 of customers personal insurance deductible. The customer will be held liable for any damage or loss exceeding the amount USD 1000.

Personal Accident Coverage (PAC) /Personal Effects Coverage (PEI) / Personal Accident Coverage provides limited coverage bodily injury to occupants of the rental vehicle. Personal Accident Coverage does not cover all risks. For further details please see or PAC/PEI brochure and find the full PAC/PEI policy available for your review upon request. Personal Effects Coverage provides limited coverage for your personal belongings from loss or damage caused by theft / damage or accident to your rental car. Personal Accident Coverage does not cover all risks. Personal Effects Coverage provides reimbursement for the actual cash value of most items subject to certain maximums / deductibles / limitations and exclusions. For further details please see or PAC/PEI brochure and find the full PAC/PEI policy available for your review upon request.

Roadside Assistance Protection / We or the qualified 3rd party vendor will provide any renter who has purchased the optional Roadside Assistance Protection coverage with 24/7 breakdown assistance (where available) without any additional charge. Roadside Assistance Protection covers the renter against high service and repair costs for the following incidents - Emergency Towing / Battery Assistance / Flat Tire Assistance / Fuel and Water Delivery Service / Winching / Lost Key or Lockout Service. Please contact the rental location for details.

All services may only be ordered by a direct claim with our 24-hour Roadside Assistance Protection by calling 1-855-866-3161. We will determine the type and the extent of service required to ensure the

renter stays mobile. If any damage to the rental vehicle occurs which is not covered by us within the scope of the Roadside Assistance Protection the renter is liable for such damage.

Please see the policy for CDW.

Vernal: Liability insurance - Third party primary liability is included in the rental rates.

Collision Damage Waiver (CDW) is optional providing the following condition is met.

Written proof of coverage from a third party is presented at time of rental. If you have purchased or are relying on third party collision damage waiver any damage to the vehicle will be charged to your credit card and the renter will need to seek reimbursement from the third party policy. The presentation of a credit card or personal auto insurance is not proof of coverage.

Collision Damage Waiver (CDW) reduces your financial liability for damage to the vehicle, its parts and accessories, except for theft, attempted theft or vandalism, provided the vehicle is used in accordance with the terms and conditions of the rental agreement.

USD 500.00/Deductible. Cost USD 24.95 /per day.

(TP) Theft Protection - Theft Protection Coverage reduces your liability against theft to USD 500.00 Cost USD 3.00 /per day.

#### <u>AGE</u>

Minimum age for renters and drivers is 19.

Minimum age for renters and drivers on government orders is 18.

Renters and drivers under the age of 25 are subject to a surcharge -

UNDER AGE 25 SURCHARGE is USD/20.00 per day.

UNDER AGE 21 YOUNG RENTER SURCHARGE is USD/25.00 per day.

This policy applies at all FOX corporate locations.

Maui: Minimum Age: 21, Maximum Age: 85

Age 21 to 24 - Surcharge applies. Cost USD 14.95/per day

Age 70 to 85 - Surcharge applies. Cost USD 14.95/per day

Billings: Minimum age is 25.

**Newark & JFK:** The minimum age to rent a vehicle in the state of New Jersey location is 21 and in the state of New York 18 and the driver must have a valid drivers license. Underage drivers are restricted to

ECAR CCAR and ICAR only. For larger-sized vehicles and specialty vehicles the minimum age of 25 years applies. An Underage Driver Fee of USD 79.99 per day will apply for drivers 18-20 (In NY) An Underage Driver Fee of USD 39.99 per day will apply for drivers 21-24 (In NY and NJ)

#### ONE-WAY

One-way rentals are available between FOX CORPORATE locations in Arizona, California, Colorado, Nevada, Utah and Washington. One-way rentals are available between FOX CORPORATE locations within the state of Florida and Georgia. One-way rentals are available between FOX CORPORATE locations within the state of Texas. Drop charges vary by location. Please also see the policy for GEOGRAPHIC.

Maui: One-way rentals are not permitted.

**Newark & JFK:** If you have a one-way reservation the vehicle may be returned to one of participating locations only. Additional one time Drop Fee of up to USD 100 will apply. Participating Locations -

Newark Liberty International Airport Location (EWR) â 22 430 Route 1 and 9 South Newark NJ 07114

John F. Kennedy International Airport location (JFK) â 22 124-10 S Conduit Ave South Ozone Park NY 11420

The vehicle may not be dropped off at any other location. Towing charge of USD 5 per mile plus towing fee - possible impound/storage fees will apply.

No one way drops allowed for Billings and Vernal.

#### PREPAID RESERVATIONS

#### **BOOKING AND DISCOUNTS**

1. Fox's Pay Now program discounts apply to (time and mileage) base-rates only. Taxes, fees, surcharges and optional items (Insurances/coverages, car seats, GPS, additional, etc.) are not discounted when using Pay Now program.

2. Optional items (insurance/coverage, car seats, GPS, additional, etc.) may be added at the time of a Pay Now reservation but must be paid for separately upon pick up at the rental counter.

3. Taxes, fees and surcharges are calculated separately and charged at the time of booking.

4. Fox Pay Now discounts may not be combined with any other discount or program (Fox coupon programs, third-party coupons, etc.).

5. Except as set forth in these Pay Now policies, all standard Fox payment rules and policies apply at the time of pickup. See Location Policy pages for full details.

6. If you booked your Fox Pay Now reservation on a third-party website, online travel agency, or other non-Fox site, you will need to contact your original booking source to manage, cancel or re-book your reservation.

## FEES/CANCELLATIONS

1. If you do not cancel your Fox Pay Now reservation 24-hours prior to pick-up date/time, you will forfeit the full amount of your prepayment. Any cancellation requests for a Pay Now reservation submitted after booking and not within 24-hours prior to the confirmed pick-up rental date/time will incur a Cancellation Fee of USD/50.00 and you will receive Store Credit (Fox Bucks) for the remaining balance. No refunds will be issued to your Credit Card. All Pay Now reservations with total charges less than USD/50.00, are non-refundable.

2. All Fox Pay Now reservations book on a third-party website, online travel agency or other non-Fox site, are subject to the cancellation and refund policies disclosed at time of booking by your original booking source.

3. At the time of pick-up, you must present a credit card which was used to pay for your Fox Pay Now reservation. If the credit card you used to book your Fox Pay Now reservation is lost, stolen, or replaced by the card issuer and cannot be presented at the time of rental, you will have to process your reservation at the rental counter, and Fox will waive the cancellation fee at the time of pick up.

#### RESERVATIONS AND MODIFICATIONS

1. Fox Pay Now reservations cannot be modified. Please cancel and re-book your Fox Pay Now reservation at Foxrentacar.com.

2. Changes to your pick-up and/or drop-off dates or location for a Fox Pay Now reservation will require a cancellation of the original reservation and re-booking of a new reservation at current rental rates.

3. All standard Fox policies regarding Early/Late Returns, Extensions and reservations made on a thirdparty website, online travel agency or other non-Fox site apply to Fox Pay Now reservations.

## SECURITY DEPOSIT

In accordance with the Local Policy of your pick-up location, Fox applies a deposit to your credit card at the time you complete your booking. You authorize us to apply this deposit against your credit card to guarantee rental charges and, if you have additional fees or charges due, you hereby authorize us to apply funds you have on deposit with us against what you owe to Fox. The charge will be refunded when your rental has been completed. See policies for PAYMENT and CREDIT CARD for security deposit details.

## **GENERAL RULES**

1. Availability of the Fox Pay Now rates or discount is limited, is subject to change without notice, may be subject to blackout dates and is void where prohibited by law.

2. All Renters must meet the standard renter, age, driver and credit requirements for Fox Rent A Car.

3. 24-hour advance reservation is required on all Pay Now rentals.

## CUSTOMER SERVICE

For assistance with a FOX Pay Now reservations contact us via email at customerservice@FOXrentacar.com

## CANCELLATION

If your reservation was confirmed directly with FOX Rent A Car through the FOX Rent A Car web page at www.FOXrentacar.com, please use the same source to cancel your reservation. FOX does not charge a cancellation fee on Pay Later reservations, but does request a cancellation notice as soon as your travel plans have changed. If you have used FOX Rewards/FOXBucks rewards, you will need to email your reservation cancellation information to rewards@FOXrentacar.com to have the points returned to your account.

If your reservation was confirmed through another provider (booking site, outside source, etc.), please use the same source to cancel your reservation. Some providers (booking site, outside source, etc.) may charge for the cancellation of a reservation if not canceled within a specific time frame. Cancellation of a reservation directly through FOX Rent A Car when confirmed through another provider may not relieve your responsibility with that provider. In order to alleviate charges (cancellation fee or penalty), check with the provider and cancel the reservation directly with them.

For cancellation of Pre-Paid Reservations, please see the "PREPAID RESERVATIONS" section below.

## HONOR RESERVATIONS

Europcar sourced reservations will be honored for a period of twenty four hours after the confirmed pick-up date and time.

EARLY/LATE RETURN - Your confirmed rental rate applies only to the exact reservation period specified. Returning the vehicle early or keeping the vehicle past the confirmed return date subjects you to a higher daily and/or weekly charge as follows:

Early Return: The rate will increase by USD/20.00 per day not to exceed the estimated total at the time of rental.

Later Return: The rate will increase by USD/25.00 per day each day the vehicle is kept beyond the return date at the time of rental.

MULTIPLE or DUPLICATE RESERVATIONS: If you require multiple vehicles for the same or overlapping time periods, please make sure to use a different name for each reservation, otherwise the duplicate name reservation will automatically be canceled. FOX will not be responsible for any canceled reservations.

Maui: Reservations will be honored for a period of 6 hours after the confirmed pick up date and time.

## IN CASE OF DELAYED ARRIVALS

You must contact the location directly to inform of the delay and prior to the scheduled arrival time in order for the car to be held. Fox Call Center is unable to assist in these matters. Please see SHUTTLE policy for location phone number. Every effort will be made to accommodate based on fleet availability. Location will confirm at time of contact.

Billings: Reservations will be honored for a period of 2 hours after the confirmed pick up date and time.

# IN CASE OF DELAYED ARRIVALS

You must contact the location directly to inform of the delay and prior to the scheduled arrival time in order for the car to be held. Fox Call Center is unable to assist in these matters. Please see SHUTTLE policy for location phone number. Every effort will be made to accommodate based on fleet availability. Location will confirm at time of contact

**Newark & JFK:** Reservations made online guarantee the vehicle for up to 2 hours after your reserved pick-up time. After that the reservation is deemed expired and we may or may not be able to accommodate you with the vehicle depending on availability.

Vernal: Reservations will be honored for a period of 6 hours after the confirmed pick up date and time.

## IN CASE OF DELAYED ARRIVALS

You must contact the location directly to inform of the delay and prior to the scheduled arrival time in order for the car to be held. Fox Call Center is unable to assist in these matters. Please see SHUTTLE policy for location phone number. Every effort will be made to accommodate based on fleet availability. Location will confirm at time of contact.

## <u>GAS</u>

Fuel Policy: Vehicles must be returned with the same amount of fuel as at the start of the rental to avoid refueling charges.

## **EMERGENCY INFO**

FOX is pleased to offer roadside assistance in the states of Arizona, California, Colorado, Florida, Idaho, Kansas, Nebraska, Nevada, New Mexico, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, and Wyoming only.

Fox is pleased to offer roadside assistance in British Columbia, Canada if the vehicle rental originates in the state of WA. Roadside assistance will not be offered outside of British Columbia, Canada.

Simply call the emergency roadside service number located on your FOX Rental agreement holder.

For rentals originating in Maui, please call 808-357-6888

For rentals originating in Billings, please call 406-321-3334

For rentals originating in Newark and JFK, please call 1-800-328-7272

For rentals originating in Vernal, please call 435-790-2010

## <u>EQUIPMENT</u>

**Child Safety Seats: in California**, state laws require children eight years of age or younger, less than 80 pounds in weight, to be in a child restraint device. **In Arizona**, children five years of age or younger must be in a child restraint device. **In all FOX corporate locations**: Driver with children must refer to the current state and city law regarding child passenger safety laws. Child Seats rentals are USD/9.99 to USD/12.99 per day. If the seat is not returned in the same condition, less normal wear and tear as received, a cleaning fee will be assessed. If the seat is damaged a repair or replacement charge will be applied.

GPS Units: GPS units are available for rent at USD/9.99 to USD/11.99 per day. Please ask for details at the time of rental.

XM Radio: XM Radio is only available on select rental car classes, including luxury vehicles. Please review your rental vehicle at pick-up to determine if this feature is active.

OnStar: OnStar is only available on select rental car classes, including luxury vehicles. Please review your rental vehicle at pick-up to determine if this feature is active.

Hand-control vehicles: Compatibility for hand controls varies by vehicle make/model/manufacturer. FOX Rent A Car locations provide rental services to accommodate all customers, and comply with the stipulations of the Americans with Disabilities Act (ADA). Reasonable advance notice is required; our usual need is 72 hours but this period may vary. This policy applies to our US corporate locations only, as accommodation, laws, and compliance outside the US varies by location. Hand Controls are currently compatible with the following vehicle classes - Intermediate Sized Sedans, Full Sized Sedans and Minivans.

Maui: Child Safety Seat Infant USD 3.95/ per day Child Safety Seat Toddler USD 3.95/ per day Navigational System USD 8.95/ per day Hand controls are NOT available at this location.

**Newark & JFK:** Infant seats / toddler seats and booster seats can be rented for USD 9.99 per day per seat based on availability. Navigations systems (portable or built-in) can be rented for USD 9.99 per day based on availability. Hand controls are NOT available at this location.

Note: For rentals originating in Maui, Newark, Vernal XM Radio, OnStar and Hand-Control vehicles are not available.

## **GEOGRAPHIC**

VEHICLE RENTALS ORIGINATING IN THE STATES OF ARIZONA, CALIFORNIA, COLORADO, NEVADA, UTAH AND WASHINGTON can only be driven within the states of Arizona, California, Colorado, Idaho, Kansas, Nebraska, Nevada, New Mexico, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington and Wyoming. **VEHICLE RENTALS ORIGINATING IN THE STATE OF FLORIDA** can only be driven within the states of Alabama, Florida and Georgia.

**VEHICLE RENTALS ORIGINATING IN THE STATE OF GEORGIA** can only be driven within the states of Alabama, Florida, Georgia, North Carolina, South Carolina and Tennessee.

**VEHICLE RENTALS ORIGINATING IN THE STATE OF ILLINOIS** can only be driven within the states of Illinois, Wisconsin, Iowa, Indiana, Missouri, and Kentucky.

**VEHICLE RENTALS ORIGINATING IN THE STATE OF TEXAS** can only be driven within the states of Arkansas, Louisiana, New Mexico, Oklahoma, Texas.

FOX vehicles may be driven into Mexico, but only if you have purchased Mexico Insurance. See MEXICO INSURANCE section above for further details.

Vehicle rentals originating in the state of Washington are permitted to drive into the province of British Columbia, Canada only. All other provinces are prohibited.

#### TRAVELING TO MEXICO

FOX vehicles are allowed in Mexico cities/states closest to the California and Arizona borders only when purchasing Mexico Insurance. Please refer to the Mexico Insurance section for the area of coverage that is allowed.

Maui: Driving of rental vehicle is restricted to public roadways.

A USD/100.00 penalty fee applies for violations of this restriction.

Billings: Must stay within the USA

**Newark & JFK**: The rental vehicle may only be used in the state of pick-up and the surrounding geographical area as specified.

Allowed Zone - Connecticut / Delaware / Maryland / Massachusetts / New Jersey / New York / Pennsylvania / Rhode Island / Virginia / Washington DC / West Virginia.

Permitted Zone - Maryland / Massachusetts / New Hampshire / Rhode Island / Vermont / Washington / West Virginia.

Renters using the rental vehicle in violation of the applicable territorial restrictions will be charged a fee of USD 0.50 for each mile the vehicle has been driven during the rental.

Rental vehicles may not be driven to Mexico.

**Geo Fence Violations** 

Unlimited mileage is only applicable within states listed in the Allowed-Zone. Geo-Zone violation fee is based on the rented car class and the territory the vehicle is driven to and is outlined below. Geo-Zone violation fee will be applied from the first day of signing the contract until the vehicle is returned. Geo-Zone violation fee is reduced in the states listed in the Permitted Zone and will be charged in full in any state not listed below. If the vehicle is driven outside of the Allowed-Zone and Permitted-Zone - the CDW coverage purchased at the counter will be voided and customer will be responsible for possible breakdowns.

Permitted Zone - (ECAR / CCAR / ICAR / SCAR / FCAR / IFAR) USD 15.00 per day. (MVAR / FFAR) USD 25.00 per day. (FVAR / PVAR) USD 35.00 per day.

Outside of the Allowed and Permitted Zones - (ECAR / CCAR / ICAR / SCAR / FCAR / IFAR) USD 35.00 per day. (MVAR / FFAR) USD 50.00 per day. (FVAR / PVAR) USD 75.00 per day.

**Vernal:** Driving of rental vehicle is restricted to the State of Utah. Travel outside of Utah is possible with prior consent. When traveling outside of Utah mileage is limited to 300 miles per day with an excess mileage charge of .25 per mile.

Note: For rentals originating in Maui, Newark, and Vernal vehicles are not permitted to be driven into Mexico.

# ADDITIONAL DRIVERS

Additional drivers must meet all qualifications as the primary driver in regards to age and license requirements. The charge for Additional Driver is USD/12.99 per day per additional driver. There is no charge for the renters spouse, same-sex spouse, or domestic partner or for the companion driver of a renter with a disability who cannot operate the vehicle.

**For Maui**, Valid drivers license and credit card in the name of the renter is required. All drivers must have a valid credit card in own name and present credit card upon arrival at rental counter. Accepted credit cards are noted in the payment section.

International driver's license holders must present a valid drivers`license from renters/drivers country of origin authorizing operation of an automobile and are required to present a valid passport.

# Cost USD 2. 95/per day.

**For Billings**, Additional drivers must meet all qualifications as the primary driver in regards to age, license, and major credit card. An additional driver charge of USD/8.00 per day per additional driver applies.

**For Newark and JFK**, A fee applies for the additional driver whose details are noted in the rental agreement only if the additional driver presents a valid drivers license. Only authorized additional drivers are allowed to driver the vehicles. Additional driver fee is USD 9.99 per day per additional driver. In New York the additional driver fee is USD 5.00 per day per additional driver.

**For Vernal**, All drivers must have a valid drivers license and credit card in own name and present credit card upon arrival at rental counter. Name on credit card and Drivers License must match. Accepted credit cards are noted in the payment section.

Cost USD 10/per day.

#### <u>RULES</u>

**Customer Facility Charge**: CFC will be charged at airport locations where they apply. Please refer to your rental agreement at the time of rental.

**Concession Fee/Tourism Fee:** Pursuant to California law, all rentals will be charged an airport concession fee and a tourism assessment fee at the time of rental.

Road Safety Fee: Customer will be charged a fee for Denver and Phoenix locations only.

**Miles:** Rental rates include unlimited miles. Vehicles mileage per gallon is based on manufacturers estimates.

**Late Returns:** The rate will increase by USD/25.00 per day each day the vehicle is kept beyond the return date at the time of rental.

**Early Returns:** The rate will increase by USD/20.00 per day, not to exceed the estimated total at the time of rental.

**Rental Extensions:** If your vehicle is kept longer than the return date stated on the rental agreement (contract), the rate will increase by USD/20.00 per day. To extend the rental agreement, customers must contact the location. If vehicle is kept longer than the return date stated on the rental agreement (contract), the rate will increase by USD/25.00 per day. The increased rate will be charged for each day after expected return date, until the vehicle is returned. Please refer to the Early/Late Return to avoid additional fees.

**Drop Off and Fees:** If you rent a vehicle and you agree to return it to a different office as stated on the rental agreement (contract), you will be charged the one-way drop fee, which varies by drop location WHETHER OR NOT YOU BRING THE VEHICLE BACK TO YOUR ORIGINAL RENTAL LOCATION OR THE DIFFERENT OFFICE AS STATED ON THE RENTAL AGREEMENT.

**Length of Rental:** Rental agreements (contract) cannot be assigned for a period longer than 30 days. If you have reserved the vehicle for a longer period of time, you must go into the location prior to the 31st day and renew the rental agreement (contract). The rate booked is guaranteed for the original duration of the reservation. Returns earlier or later than the return date on the reservation will be subject to a higher daily rate.

**Grace Period:** A rental day is each 24-hour time period commencing with the date/time indicated on the rental agreement (contract) at the time of rental. There is a 59-minute grace period for pick-ups and returns. Additional charges and rate recalculation may apply if your pick-up or return happens outside of the standard grace period.

**Rental Requirements:** All renters/ will be required, at the time of rental, to supply a valid driver license (U.S., or country license accompanied with an International license and passport), current home address

(not a P.O. box), a current home and local contact number, and second contact phone number (cell or business).

**Store Credit Policy:** From time to time, Fox Rent A Car may provide customers with store credits. If you are provided a store credit, then these terms and conditions apply to your use of such store credit -

1. Store credit may not be purchased and has no cash value. Store credit is not redeemable for cash and may not be transferred or sold.

2. Store credit is a store discount applied to your account that may only be redeemed by the holder of the store credit for prepaid reservations made online at www.foxrentacar.com.

3. Store credit will expire on the date that is 12 months from issuance. Expired store credit will no longer be available and will not be refunded.

## FOXBucks Use, Redemption and Cancellation

Redeem your points for FOXBucks to pay for your rental with FOX Rent A Car. You can redeem your FOXBucks for rental credits through the FOX website for rentals at FOX corporate locations only. FOXBucks cannot be used for rentals at FOX affiliate locations. See LOCATIONS page at www.foxrentacar.com to review.

Maui: Any changes to the reservation or rental may result in a change of rate or additional fees.

Makes/models are examples only and are not guaranteed.

Seat belts and child seats are mandatory by law.

Rates that are impacted by a website technical issue, database issue or other means will not be honored by the location if the rate display was inaccurate due to a technical issue or tampering issue to change the rate display.

**Billings**: All renters will be required to supply, current home address (not P.O. Box), a current home and local contact number, and second contact phone number (cell or business), and a credit card in the drivers name to complete the Authorization process.

Rates that are impacted by a website technical issue, database issue or other means will not be honored by the location if the rate display was inaccurate due to a technical issue or tampering issue to change the rate display.

**Newark & JFK:** Any changes to the reservation or rental may result in a change of rate or additional fees. Makes/models are examples only and are not guaranteed. Seat belts and child seats are mandatory by law.Rates that are impacted by a website technical issue / database issue or other means will not be honored by the location if the rate display was inaccurate due to a technical issue or tampering issue to change the rate display. Parking and Moving Citations - Renters are responsible for the payment of all vehicle parking and moving citations assessed against the vehicle during the rental period including all such citations captured by camera and any related fines / fees or penalties. Renter will also be charged USD/50 administrative fee for each such notification in addition to the fine / fee or penalty. Delayed charges will be processed by the issuing agency and billed to the credit card on file. Charges will appear as Verra Mobility. Should you have questions on the toll charges call Verra Mobility (DBA HTA.LLC) - Customer Care Call Center at 1-866-285-6265.

EXTENSIONS - If the customer decides to extend the rental customers must give us a call and inform us. An additional authorization will be taken to cover extra days. Contracts without prior authorization for extension will not be extended. For contract extension to be valid customer must electronically sign the updated contract. Original rates are only guaranteed for the initial duration of the rental. Extensions are subject to the current market rental prices and are subject to change. If the vehicle is overdue and the customer is unreachable after two days of us attempting to reach the customer via email and phone calls or if the customer is unable to provide a valid payment method the vehicle must be return to our location within 24 hours or the vehicle will be located/repossessed. If we are unable to repossess the car the vehicle will be reported stolen. Customers will be charged for any associated charges and fees.

ADDITIONAL REQUIREMENTS â<sup>III</sup> Drivo reserves the right to decline a rental where the renters drivers license restricts the operation of the requested rental vehicle. Maximum duration of a rental contract is 30 days. A rental day shall consist of each consecutive 24-hour periods beginning after the start of the rental. A valid phone number and email address is required to rent a vehicle.

OTHER CHARGES AND TAXES - Your quoted online rate will show applicable fees in detail on your reservation and may include Recovery Fees / Airport Concession Recovery Fee / Privilege Fee Recovery Charge / Customer and Rental Facility Charge / Transportation and Facility Fees / Vehicle Licensed Fee / Domestic Security Fee / Other Fees - Those fees can either be mandatory or permitted depending on the applicable law. Those fees vary by location. More information about those fees can be provided at the counter. Taxes / All prices indicated in the rental information are net prices. State / federal and local taxes apply to all rentals and charges.

**Vernal:** Valid drivers license and credit card in the name of the renter is required. All drivers must have a valid credit card in own name and present credit card upon arrival at rental counter. Accepted credit cards are noted in the payment section.

Any changes to the reservation or rental may result in a change of rate or additional fees. Makes/models are examples only and are not guaranteed.

Reservations will be honored for a period of Six hours after the confirmed pick up date and time.

Seat belts and child seats are mandatory by law.

Vehicles are driven on the right side of the road.

#### **CURRENCY**

1. Rates are always displayed in US Dollars at www.FOXrentacar.com website for all locations.

2. Rates for foreign locations or locations that do not use US Dollars as the local currency can fluctuate at any time based on currency conversion rates at the time of pick-up or drop off.

3. Rates that are impacted by a website technical issue, database issue, or other means will not be honored by the location if the rate display was inaccurate due to a technical issue or tampering issue to change the rate display.

**For Maui, Billing, Newark, JFK and Vernal:** CURRENCY CONVERSION - The estimated total is displayed in U.S. Dollars. The actual rate you pay will be calculated by converting the U.S. Dollar (USD) amount into the local currency using a published exchange rate established by the local rental company. When converted, the amount will best represent the original quote. However, due to currency fluctuation variances may be unavoidable. Your credit or debit card company may convert the amount back into USD at a lower rate, and may apply additional conversion fees and surcharges. Because conversion rates may differ, the final total USD charge to your credit or debit card may be higher than the USD total rate estimated on this website.

## DEBIT CARDS

See PAYMENT Policy.

#### TOLL ROADS AND FEES

**Parking and Moving Citations:** You are responsible for the payment of all vehicle parking and moving citations assessed against you or the vehicle 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 will be liable for any such citation and any related fines, fees, or penalties, you will be charged USD/40.00 administrative fee for each such notification in addition to the fine, fee, or penalty.

**Tolls and the optional PlatePass All-Inclusive Service:** You are responsible for the payment of all tolls incurred during the rental period. However, for your convenience, we offer PlatePass All-Inclusive, an optional electronic toll payment service whereby all toll charges and any related fees you incur during the rental period for the PlatePass Toll Roads set forth below are covered by a daily PlatePass All-Inclusive rate set forth in your rental agreement.

**PLATEPASS TOLL ROADS:** The toll roads and bridges on which PlatePass may be used are as follows: (a) throughout the states of FL, CO, and TX; (b) on the SF Bay Area Bridges in CA; and (c) on the Tacoma Narrows Bridge and the SR 520 Bridge in Seattle, WA. Please copy the link below into your browser and visit the site for more information on all PlatePass Toll Roads: https://platepass.com/FOX/

**NON-PLATEPASS TOLL ROADS:** Other than the above-listed toll roads and bridges, all toll roads and bridges are Non-PlatePass Toll Roads.

The current rate applicable to PlatePass All-Inclusive is USD/12.99 per rental day. Maximum charge of 15 rental days.

**NOTICE:** If you choose not to purchase the optional PlatePass All-Inclusive service at the commencement of your rental, and you utilize a PlatePass Toll Road, then you will be charged a USD/15.00 admin fee per toll (USD/90.00 maximum per rental agreement) plus the price of the toll

**Newark & JFK**: If you or any driver operate the rental vehicle and generate an unpaid toll(s) you will be charged for EZ-Pass Service Fee of USD 6.95 for each rental day the tolls are incurred plus the cost of all unpaid tolls. The toll costs are charged at a highest prevailing undiscounted rate. The maximum EZ-Pass Service Fee is USD 34.75 plus the cost of all unpaid tolls. Renters have the option of paying cash on all cash accepted toll-roads. Please be aware that some tolls may not accept cash as a method of payment. In these instances the EZ-Pass Service will be automatically activated and the renter will be charged a Service Fee of USD 6.95 for each rental day up to USD 34.75 plus the cost of all generated tolls. Renters may use their own EZ-PASS transponders in any of the rental cars.

# <u>OTHER</u>

# Website Vehicle Display and Availability

The featured vehicles that are displayed for each car class on the FOX website or partner booking sites are only representations of the type of vehicle that may be available or offered at the time of pick up. We cannot guarantee any specific displayed vehicle will be offered or available at the time of pick up due to fleet variances in availability, location, date or other factors impacting the actual location fleet at the time of pick up. If a third party partner site has not updated their FOX US fleet information, the displayed vehicle at booking may vary greatly from the fleet available at the FOX location.

# **Arbitration Provision**

ARBITRATION PROVISION- BY RENTING A VEHICLE FROM FOX RENT A CAR, INC., YOU AGREE TO ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO A RENTAL AGREEMENT WITH FOX RENT A CAR, INC., YOU AGREE TO THIS ARBITRATION PROVISION.

Except for claims for property damage, personal injury, or death, ANY DISPUTES BETWEEN OR AMONGST YOU, FOX RENT A CAR, INC., ATS PROCESSING SERVICES, LLC, PLATEPASS, LCC, AND EACH OF THEIR RESPECTIVE AFFILIATES 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 FOX EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER. You and FOX remain free to bring any issues to the attention of government agencies.

This Arbitration Provisions scope is broad and includes without limitation, any claims relating to any aspect of the relationship or communications between you and FOX, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. It is governed by the Federal Arbitration Act, 9 USC 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 otherwise agreed. The American Arbitration Association will administer any arbitration pursuant to its Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes. Please see www.adr.org for more details. You or FOX may commence an arbitration by providing a written demand for arbitration to the other (to FOX Rent A Car, Inc., 5500 W Century Blvd, Los Angeles, CA 90045 Attn- Arbitration / Legal Dept.) and two copies of the demand to the AAA.

The arbitrator may award injunctive relief as well as money, but only in favor of and warranted by the claim of the individual party seeking relief. Judgment on the arbitration 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 persons claim, 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 FOX IN WRITING WITHIN 30 DAYS OF YOUR RENTAL AGREEMENT BY EMAILING arbitration@FOXrentacar.com OR BY MAIL TO FOX Rent A Car, Inc., 5500 W Century Blvd, Los Angeles, CA 90045 Attn - Arbitration / Legal Dept. Include your name, address, the number at the top of your Rental Agreement, and a clear statement that you do not agree to this Arbitration Provision. If you have previously notified FOX of your decision to opt out of arbitration you need not do so again.