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### Arbitration

THESE RENTAL TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

#### Arbitration

Pre-Dispute Resolution Procedure: Before asserting a claim in any proceeding (including, but not limited to, in an individual arbitration proceeding or in a small claims court proceeding), you and Avis agree that each shall give the other party written notice of the claim to be asserted thirty (30) days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you intend to assert a claim against Avis, you must send the written notice of the claim to Attention: Avis Rent A Car System, LLC, Attn: Legal Department, 379 Interpace Parkway, Parsippany, NJ 07054. If Avis intends to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. The parties may, but are under no obligation to, engage in privileged settlement negotiations during this 30-day period. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS RE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).  
Dispute Resolution: (Not applicable if mandatory arbitration is prohibited by Applicable Law, such as in Quebec). Except as otherwise provided below, in the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, all disputes between you and Avis arising out of, relating to or in connection with your rental of a vehicle from Avis and the Rental Agreement shall be exclusively adjudicated by binding arbitration through the American Arbitration Association ("AAA") pursuant to the AAA's then-current rules for commercial arbitration. There is an impartial arbitrator but no judge or jury in arbitration. Both parties waive the right to jury trial. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited.

YOU AND AVIS AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATION PROCEEDING.

Notwithstanding any provision in the Rental Agreement to the contrary, if the class action waiver in the prior sentence is deemed invalid or unenforceable, neither you nor we are entitled to pursue dispute resolution by binding arbitration. If you are an individual (instead of, for instance, a partnership, corporation, or other form of entity or non-natural person), in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Avis will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator's award may be entered in any court of competent jurisdiction. Notwithstanding any provision in the Rental Agreement to the contrary, the parties agree that if Avis seeks to delete or materially modify

the agreement to arbitrate from this dispute resolution provision, any such deletion or material modification will not apply to any individual claim(s) of which you have already provided notice to Avis. Information on AAA, its rules and procedures, and how to file an arbitration claim can be found by contacting AAA at 800-778-7879 or on its website at <http://www.adr.org>.

Disputes and claims that are within the scope of a small claims court's authority, as well as disputes and claims regarding personal injury and/or damage to or loss of a vehicle related to your Avis rental, are exempt from the foregoing dispute resolution provision.



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## **Age Information**

At corporate and participating licensee locations in the U.S., Avis will rent to customers between the ages of 21-24 with a valid credit card and driver's license. There is a 27.00 per day underage surcharge for renters 21-24.

Additionally, the following restrictions will also apply for renters between the ages of 21-24:

Renters of luxury cars, mini-van, 12-passenger vans, specialty cars, full size SUV's and premium SUV's will not be permitted.

In New York State, the minimum age to rent is 18 with a \$84.00 per day surcharge for renters age 18-20 and a \$35 per day surcharge for renters age 21-24. In Michigan the minimum age is 18 with a \$41 per day surcharge for renters between the ages of 18-20 and \$28 per day surcharge for customers between the ages of 21-24.

Minimum age and underage surcharges can vary at licensee locations. It is best to check with the reservation team on the minimum age policy and restrictions at the location you are renting from if you are under 25.



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## **Additional Drivers**

In all states other than Nevada and New York, the charge for additional drivers is \$13 per day per additional driver with a maximum charge of \$65 per rental per driver. The additional driver fee in New York is \$5 per day, \$35 per week, per additional driver. The additional driver fee in Nevada is \$11 per day per additional driver, with a maximum charge of \$55.

At the time of rental the additional driver must:

- Be at least 25 years of age
- Present a valid driver's license
- Complete and sign an additional driver form
- Present valid credit identification (acceptable charge card or debit card, or a valid foreign passport and return ticket)

### **Exception to Standard Requirements**

Tour Rates: The minimum age for an additional driver traveling with an inbound tour rate is 21. An inbound tour customer is one who resides outside the U.S., U.S. Virgin Islands, Puerto Rico, and Canada who is renting on a net or gross inbound tour rate.

The following must also be at least 25 years of age but are exempt from the additional driver fee and are not required to complete and sign an additional driver form:

- Renter's employer or regular fellow employee while on company business
- Renter's spouse or domestic partner
- Disabled renters who have completed a non-licensed renter form
- In California: a child, sibling or grandparent of the renter



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## Payment Options

Avis accepts most major credit cards as credit identification at time of rental including:

- Avis Charge Card
- American Express
- ATT Capital
- Diners Club International
- Discover
- China UnionPay
- JCB
- MasterCard
- Visa

You may be subject to a credit check or present additional identification.

At the time of rental, Avis will generally request an authorization on your charge card for the estimated rental charges, but reserves the right in its sole discretion to request an extra value to be held based on certain factors as we deem appropriate. Most rentals may require an authorization hold of the estimated rental charges plus \$200.00 USD. If you have prepaid the rental, the authorization hold will be \$250.00 USD. While this hold is in place, the funds will not be available for your use. When the rental is over, we will process the reversal but the bank may take time to post it back to the account.

Some locations may not accept each of the referenced cards.

### Debit Cards

Participating locations will accept a Debit card, however, it must have an accepted bank processing logo (Visa, MasterCard, AMEX, Discover, etc) at the time of rental if you are at least 25 years of age. Debit cards are accepted at all New York locations if you are at least 18 years of age. \*At airport locations, you will be required to show proof of a return airline flight that corresponds with your rental.

Customers will also be required to show a current copy (within the last 60 days) of the customer's cellular phone bill, home telephone bill, bank statement or utility bill is also required. The address on the statement or bill must match the address on the renter's driver's license.

You will be subject to a credit check to determine and ensure credit worthiness before releasing the car to you. If we are unable to complete the credit check or if the credit check fails, customer should be prepared to present a major credit card in their own name.

Debit cards are not acceptable as credit identification at the time of rental for all makes and models identified in the Avis Specialty or Signature Series and for certain other premium vehicles. Contact reservations for vehicles available for rental with a debit card.

Avis will generally request an authorization hold against your account for the estimated charges of the rental, but reserves the right in its sole discretion to request an extra value to be based on certain factors as we deem appropriate. Most rentals may require an authorization hold of the estimated rental charges plus \$200.00 USD. Rentals of 4 days or more may require an authorization hold of the estimated rental charges plus \$300.00 USD. If you have prepaid the rental, the authorization hold will be \$250.00 USD. These funds will not be available for your use. When the rental is over, we will process the reversal but the bank may take time to post it back to your account.

If you fail to return the vehicle as agreed, Avis will obtain additional authorizations from your account to cover the rental charges. Avis is not responsible for any returned checks or overdraft fees based on this policy.

Positive identification in addition to your driver's license may be required.

Debit or check cards can be used at the end of rental for payment of rental charges at any location.

Prepaid debit cards and gift cards are not acceptable methods of credit identification to pick up a car at any location. One of the above-mentioned cards must be presented. Prepaid debit cards and gift cards are accepted at time of return only, if we can obtain full authorization from the card bank for the total charges due.

\*Exception Locations – The airports in these cities listed below will not require the return airline ticket or flight itinerary at the time of rental. They will continue to follow the current debit card requirement policy.

State	City
Arkansas	Fort Smith, Texarkana
California	Carlsbad, Imperial, Inyokern, Monterey, Redding, San Luis Obispo, Santa Barbara, Santa Maria, Sonoma County Apt-Santa Rosa
Colorado	Aspen, Ft. Collins, Grand Junction, Gunnison, Eagle Vail Apt-Gypsum, Yampa Valley Apt-Hayden, Montrose, Steamboat Springs
Hawaii	Hilo, Honolulu, Kahului, Kona, Lihue
Idaho	Sun Valley Apt-Hailey, Pocatello, Twin Fall
Illinois	Rockford, Lewis University Apt-Romeoville
Michigan	Jackson, Muskegon, Pellston, Oakland County Intl Apt-Waterford
Montana	Bozeman, Belgrade, Butte, Great Falls, Helena, West Yellowstone
Ohio	Youngstown Municipal Apt-Vienna
Oklahoma	Lawton
Texas	Abilene, Amarillo, Texas Gulf Coast Regional Apt-Angleton, Beaumont, Lubbock, Midland, San Angelo, Wichita Falls
Washington	Tri Cities Apt-Pasco
Wyoming	Casper, Cheyenne, Sweetwater County Apt-Rock Springs

## Cash

A credit/debit card is required. Cash rentals are not allowed at the beginning or as payment at the end of rental.



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## Taking your vehicle outside the Country

**Canada** : Vehicles may be driven into Canada with no restrictions. The rental counter must be notified at the time of rental that you plan to drive into Canada so we can provide a Canadian non-resident insurance card (provided at no cost). Based on availability one-way rentals may be allowed to certain Canadian cities.

**Mexico** : At participating locations in California, Arizona, New Mexico and Texas, corporate account customers are allowed to drive specific car groups into Mexico border cities with certain restrictions. Please contact reservations or the location for details.

**United States** : Corporate and participating licensee locations will allow the vehicle to be driven throughout the continental United States without restrictions. Based on availability, one-way rentals may be allowed to some U.S. cities.

The locations below have driving restriction exceptions to the above policies.

State	City	Policy
Nevada	Elko	Vehicles at this location cannot travel into: New York, Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont. All rentals must be returned to the originating rental location unless authorized, in advance, as evidenced in writing on the rental agreement. Vehicles returning to an unauthorized location

		will be subject to a drop charge equal to USD \$0.75 per mile driven or USD \$300, whichever is greater, and a rental rate surcharge. Any unauthorized drop fee should not exceed USD \$1500 regardless of mileage. Based on availability, one-way rentals may be allowed to some U.S. cities.
New Jersey	Bridgewater Edison Flemington Hackettstown Linden Little Ferry Montclair Morristown North Plainfield Parsippany Piscataway Somerset Springfield Summit Westfield	Vehicles can only be driven within the following states: Connecticut, District of Columbia, Delaware, Illinois, Indiana, Kentucky, Massachusetts, Maryland, Maine, Michigan, North Carolina, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Virginia, Vermont, Wisconsin and West Virginia. Vehicles can only be driven into the following provinces: Ontario and Quebec.
Pennsylvania	Harrisburg (Middletown) Lancaster (Lititz) State College	Vehicles can only be driven within the following states: Connecticut, District of Columbia, Delaware, Illinois, Indiana, Kentucky, Massachusetts, Maryland, Maine, Michigan, North Carolina, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Virginia, Vermont, Wisconsin and West Virginia. Travel into Canada not allowed
Utah	Cedar City St George	Vehicles at this location cannot travel into: New York, Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont. All rentals must be returned to the originating rental location unless authorized, in advance, as evidenced in writing on the rental agreement. Vehicles returning to an unauthorized location will be subject to a drop charge equal to USD \$0.75 per mile driven or USD \$300, whichever is greater, and a rental rate surcharge. Any unauthorized drop fee should not exceed USD \$1500 regardless of mileage. Based on availability, one-way rentals may be allowed to some U.S. cities.
Washington	Port Angeles	Vehicles can only be driven within the states of Washington and Oregon and in the province of British Columbia.
	Yakima	Vehicles can only be driven within the following states: Idaho, Oregon and Washington. Travel into Canada not allowed.



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## Waiver and Protection Options

Acceptance of Loss Damage Waiver relieves the renter and authorized additional drivers of responsibility for loss of, or damage to the Avis car, when they comply with the terms and conditions listed on the rental document jacket (see Loss Damage Waiver Chart below). At the time of rental the customer must initial whether he/she accepts or declines the LDW and optional services. LDW and optional services must be signed for at the rental counter. LDW is taxable.

If LDW is not accepted, the customer is financially responsible for the full value of:

- Accident Damage
- Glass Damage
- Stolen items (radio, battery, etc.)
- Vandalism
- Theft of the car

### Exceptions

In Wisconsin, if LDW is not accepted, the customer is financially responsible for all loss or damage to the Avis car due to an accident or reckless, wanton behavior.

In Illinois, if LDW is not accepted, the customer is financially responsible for up to the full value of the vehicle.

In cases of theft not due to the customer's negligence, the customer liability would vary based on the vehicle group rented, ranging from \$5,000 to \$40,000.

If the theft occurs due to the customer's negligence or complicity, the customer is financially responsible for up to

the full value of the vehicle.

In All other states, If LDW is not accepted, the customer is financially responsible for up to the full value of the vehicle.

### **Canceling LDW**

Once LDW has been purchased it must remain on the contract. The customer has the option to return the car and close the rental agreement, however, this could change the rate for the rental agreement, and a different, possibly higher, rate could apply for a new rental.

#### **Exceptions**

Customers who rent in New York and purchase LDW in New York can decide to cancel the service at no charge within specific guidelines.

- Rental must be 2 days or more
- The cancellation must be within the first 24 hours of the rental
- The actual renter must take the car to an Avis location for inspection and must sign a cancellation notice.

### **Loss of Use**

The customer may also be responsible for reimbursing Avis for the revenue lost by not being able to use the car while it is being repaired or not recovered due to theft (referred to as Loss of Use).

### **Damage to people and their property**

Public Liability covers injury or death to a third party (persons outside the Avis vehicle). Property Damage covers damage to property other than the Avis vehicle and the renter's, driver's or passenger's property.

Depending on the location the Avis will provide primary, secondary or no coverage up to the minimum limits required by law in that state. The Rental Document will state what type of coverage is provided.

#### **Primary Coverage**

If the location offers primary coverage then the protection is included in the Avis rate at no additional charge to the customer.

#### **Secondary Coverage**

If the location offers secondary coverage, the customer's personal liability insurance will be used first. The Avis protection will be secondary to any other applicable coverage, up to the state minimums, and will not apply until the renter's or driver's insurance, if any, has been exhausted. Avis will provide primary coverage if the optional Additional Liability Insurance (ALI) is purchased.

#### **No Coverage**

At all corporate locations in California and Texas, liability coverage will be the responsibility of the renter/driver in the event of a third party claim for injury, death, or property damage.

Renters may provide coverage through their own insurance policy or purchase the optional Additional Liability Insurance (ALI).

### **Third Party Liability**

When "TPL" or "Third Party Liability" is indicated on the rental agreement, an in-bound rate includes third party liability limits of \$500,000, regardless of the state of rental.

Third party liability protects the renter and all authorized drivers of the rental vehicle against third-party bodily injury or death and property damage claims up to \$500,000 per single occurrence for cars rented at U.S. locations.

### **Additional Liability Insurance (ALI)**

Additional Liability Insurance (ALI) protects the renter and all authorized drivers of the rental vehicle against third-party bodily injury or death and property damage claims to raise the limits to \$1,000,000 per single occurrence for cars rented at all U.S. locations.

Exception: The limit is \$2,000,000 per single occurrence for cars rented in CA, FL, HI, and NY.

All states will remain at limits of \$1,000,000 per single occurrence for 10, 12 and 15 passenger vans rented at U.S. locations.

When purchased by renters in Florida, ALI will include \$1,000,000 of Florida Uninsured Motorist coverage.

ALI is not included and may not be available for purchase with in-bound rates.

### **Personal Accident Insurance (PAI)**

Personal Accident Insurance provides accidental death and medical expense benefits to the renter and all passengers on the Avis car. The renter is covered for accidental bodily injuries during the entire term of the rental agreement (24 hours a day). The passengers are covered while in the car and while entering & exiting the car.

Type of	State of New York		State of Washington		All Other States	
Coverage	Renter	Passengers	Renter	Passengers	Renter	Passengers
Accidental Death	\$175,000	17,500	250,000	125,000	250,000	125,000
Medical Coverage for Injuries	\$3,500	3,500	10,000	10,000	2,500	2,500
Ambulance Service	\$250	250	250	250	250	250

### Personal Effects Protection (PEP)

PEP insures the personal belongings accompanying the renter and immediate family members who are traveling with the renter. Items must be for personal use and not used in business. Certain types of personal effects are not covered under this policy, such as motorcycles, boats and motors, currency, coins, deeds, bullion, stamps, securities, tickets or documents.

### PEP Benefits

In the state of New York, the maximum coverage per individual is \$500 per claim, with a maximum coverage for all individuals of \$1,500. At all other corporate locations, the maximum coverage per individual is \$600 per claim with a maximum coverage for all individuals of \$1800.



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## Driving License and ID Requirements

A valid driver's license from the country of residence and an acceptable credit or debit card is required (see the Payment Options section for more information). An Additional Photo ID's may be required for verification purposes. An International driving permit is also required for licenses with a non-roman alphabet.

Renters who have indicated a country of residence outside of the United States or Canada will be required to present the following at the time of rental to qualify for the quoted rate:

- A driver's license and passport issued outside of the United States or Canada
- A return airline ticket

Florida Only: Certain, limited out-of-state licenses are not, pursuant to state law, recognized by the State of Florida to drive a vehicle on public roads. These licenses are not valid for identification purposes and will have a statement similar to:

- Not For Federal Identification
- Driving Privilege Only
- Not Valid for Identification

This policy applies to any state that issues this type of driver's license, including Connecticut, & Delaware.



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## Fuel Charges

The vehicle is rented with a full tank of gas and must be returned with a full tank of gas or there will be a charge for refueling. If you have refueled please keep your receipt for verification purposes.

Most locations offer a prepaid gas option to purchase a full tank at market value which allows the customer to return the vehicle without a full tank of gas. There is no refund for unused gas.

If the customer declines the Fuel Service Option then the customer will be charged for fuel at the location's current refueling charge. At participating locations, if the vehicle is driven less than 75 miles there is an automatic EZ Fuel service charge of \$15.99 (\$18.99 in California) will be applied. This service charge can be avoided if the customer purchased fuel and provides the counter with a receipt upon returning the vehicle.

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## e-Tolls

### E-toll service convenience fees

If you do not pay cash for tolls you automatically opt into our e-toll service to which you agree to pay us or our toll program administrator with whom we will share your credit card/debit information for all tolls incurred during your rental and all related fees, charges, and penalties.

### E-toll Standard Fees

The convenience fee for e-toll usage is 3.95 up to 5.95 USD for each day you use the e-toll device and there is a maximum of 19.75 up to 29.75 USD per rental month plus toll charges. There are no service charges if e-toll is not used during the rental duration.

### E-toll Unlimited

Only available at participating locations.

E-toll unlimited must be purchased at the beginning of the rental. If you use the unlimited e-toll service all cost of tolls and convenience fees are included. For this service you pay a flat fee of 10.99 up to 23.99 USD per each day of the rental period regardless of whether or not you incur any tolls or a flat fee of 54.95 up to 119.95 USD per week.

For more information on tolling, please visit [avis.com/etoll](http://avis.com/etoll) or check with the counter at the time of rental.

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## Extended Roadside Assistance

Extended Roadside Assistance offers fast, dependable rescue service for our renters for a daily charge. It is offered to our customers at time of rental and provides roadside assistance for lost keys and remote entry device lockouts, flat tire service, towing (if the vehicle is inoperable), jump starts and emergency fuel delivery (up to 3 gallons).

The cost of replacing a key for most vehicles is at least \$100. Locksmith charges range by area. In addition to the cost of keys, there is a tow charge or delivery fee that can range from \$50 to \$250 depending on the distance. By accepting the Extended Roadside Service you won't have to worry about incurring additional expense for the listed items while on the road.

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## One Way Rentals

Based on availability one-way rentals are allowed between cities within the United States. A one-way fee may apply.

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## Returns

If you want to extend the rental or wish to return the vehicle to a different location please contact us as soon as possible. At the latest, this should be before the end date and time on your rental agreement. You will be advised whether the change is possible and any additional costs when you call.

If you fail to extend your rental you will be charged the prevailing pay at location prices for the extra days as well as a late return administration fee of \$10 for each day or part of a day until the vehicle is returned.



If you return the vehicle to a different location then you agreed to at time of rental your rate could default to a different rate available on the day you return the vehicle and a one way fee will be applied.



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## Special Equipment

The Special Equipment and cost per day below applies at most corporate and participating licensee locations. Availability and cost may vary at certain locations. Check with the location for additional details.

Due to liability issues, Avis personnel are not permitted to install child safety seats into vehicles for customers. However, upon request, personnel will provide written instructions on proper installation. Other questions regarding installation should be addressed directly with the rental location.

DESCRIPTOR	PRODUCT NAME	COST per day	REQUIREMENTS	EXCEPTIONS/ADDL DETAILS
CSS	Child Safety Seat	14.50 USD	20-40 lbs or 9.07 - 18.16 kilos	*Other requirements may apply for different states, example: rear-facing seats and booster seats
CIS	Infant Child Safety Seat	(Max 87.00 USD)	2-20 lbs or 2.27 – 9.07 kilos	
CBS	Child Booster Seat		40-80 lbs or 18.16 – 36.32 kilos	
TAB	Travel Tablet	21.99 USD	All in one travel device that includes navigation, unlimited secure WIFI up to 5 users with 30 minutes per day of international calling and local city discounts for attractions, restaurants and more.	TAB is available in all major airports.
GPS	GPS	16.99 USD	GPS features a touch-screen 3D map to help you arrive at your destinations safely. Turn-by-turn, point-to-point directions are available in more than 40 languages so you can keep your hands on the wheel and attention on the road.	
SKR	Ski Racks	15.00 USD	Ski racks hold: 4 sets of skis or 2 snowboards or 2 sets of skis and 1 snowboard	Only available at a limited number of ski cities. Ski Racks are available on car groups: F/IFAR; L/PFAR; S/RFAR; V/MVAR; W/SFAR; or Z/FFAR only.

\*Fines may apply for not complying with a state's child passenger safety laws.



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