

ENROLMENT TERMS

DO NOT DETACH, THE ENROLMENT TERMS MUST BE RETURNED WITH THE ENROLMENT FORM.

By signing the Enrolment Form, You acknowledge and agree that:

1. You have received, read, understand and agree to the terms, conditions, disclosures and notices on this Hertz #1 Club Gold Enrolment Agreement. This Enrolment Agreement pertains to Hertz #1 Club Gold ("Gold") rentals wherever Gold service is available; as of 1 January 2006, Gold service is available in the United States, Canada, much of Europe, Israel, South Africa, Australia and New Zealand. One or more booklets setting forth the terms and conditions applicable to Gold rentals in all countries in which Gold service is available, and for which You enrol to rent with Gold, will be sent to You following acceptance by us of this Enrolment Agreement; however, if we have already sent You a current booklet covering rentals in certain countries, we may not send You a second copy of that booklet. You promise to read the booklet(s) carefully. Your making a rental using Gold will constitute Your acceptance of all terms and conditions specified in the booklet(s), including the General Provisions Applicable To All Hertz #1 Club Gold Rentals (the "General Provisions"), the Terms And Conditions Applicable To Rentals In The United States And Canada (the "North American Terms"), the Terms And Conditions Applicable To Rentals In Europe, Middle East and Africa (the "EMEA Terms"), the Terms And Conditions Applicable To Rentals In Australia, the Terms And Conditions Applicable To Rentals In New Zealand and the Company/Travel Agent Accounts Supplementary Terms and Conditions. If, after reading the booklet(s), You wish to change any of the selections on this Enrolment Form, You may do so in the manner described in section 2, below.
2. The submission of this Enrolment Agreement represents an offer by You. The Hertz company the name of which appears on the front of this Enrolment Form (the "Enrolling Company") reserves the right not to accept this Enrolment Agreement without being required to provide any explanation. Acceptance of this Enrolment Agreement by the Enrolling Company will be given by written notice. You may from time to time update the information and change the selections on this form by written notice to the Enrolling Company or through Hertz's Internet website, <http://www.hertz-europe.com>. This Enrolment Agreement, as modified to reflect any changes which You may make to Your elections on this form, is referred to as Your "Enrolment" for the countries covered hereby. If accepted by Hertz, this Enrolment Agreement will supersede any Enrolment Agreement submitted by You which was accepted by Hertz prior to acceptance of this Enrolment Agreement, with respect to those countries. The supply of the information requested on this Enrolment Form is voluntary. However, Hertz reserves the right to reject Your application for membership if You do not supply all of the information requested or for any other reason. See the General Provisions for information regarding our use of personal data.
3. When You rent a private passenger motor vehicle (excluding trucks and vans), including all such vehicle's parts (a "Car"), using Gold, the Hertz company or licensee providing the Car is called the "Renting Company". Your Enrolment, together with the terms and conditions in the aforementioned booklet(s) which are applicable to rentals in the country in which the rental commences (as modified by Hertz from time to time in the manner prescribed therein), the Rental Record or Rental Agreement which You receive at the commencement of the rental (excluding, in the case of a rental agreement, the preprinted general terms and conditions section thereof, if any), and any other documents which You are required to sign at the commencement of the rental, will constitute the agreement between You and the Renting Company governing the rental. The identity of the Renting Company for each rental will appear on the Rental Record/Agreement for that rental. The Enrolling Company and the Renting Company are referred to collectively as "Hertz", "we" or "us".
4. The availability of Gold service at specific locations may change. Reservations made not less than two (2) hours in advance of proposed rental commencement are required for Gold rentals.
5. You represent that the information which You have provided on this Enrolment Agreement is true, correct and complete. Your selections in the Enrolment of Optional Services (where available) and car class (subject to vehicle availability at the time You make the reservation) will apply to all rentals which You make using Gold; provided, that for a specific rental You may change Your selections of Optional Services and You may select a different car class in the manner provided in the Terms and Conditions applicable to the country in which the rental commences. Notice: For rentals at some locations, certain optional services may not be available on the basis of an advance request in Your Enrolment to obtain them. In such circumstances, the Rental Record/Agreement will indicate that You have declined to obtain such optional services, even though Your Enrolment agreement specifies that You wish to obtain them. You may be able to purchase such services at the commencement of the rental even when they are not available in advance.
6. You authorize Hertz to process all charges in any way incurred by You in connection with a Gold rental against the first credit card listed on the front of this Enrolment Agreement (as such list may be modified from time to time in the manner described in section 2, opposite) which has available credit or funds, as the case may be, and which is accepted to qualify for rental at the rental location.
7. You promise to notify the Enrolling Company at once if Your Gold Card, Hertz Charge Card, #1 Club number or any of the credit cards listed in Your Enrolment are lost, stolen or invalidated, or if You suspect that any of them are being used without Your permission. Because of the nature of Hertz #1 Club Gold, You understand the urgency of this obligation.
8. As of 1 January 2006, the Gold membership fee is US\$50 for one year, which fee may be waived by Hertz. At any time during the year You may notify the Enrolling Company in writing of Your desire to cancel Your Gold membership and obtain a refund of Your paid membership fee for the remaining months of the year. Hertz reserves the right to cancel or suspend Your membership for any reason at any time, without notice. If Hertz cancels Your membership, it will refund to You a pro rata portion of the membership fee You paid with respect to the period in which the cancellation occurs, unless cancellation occurs following Your failure to pay any sums payable by You to Hertz or any of our licensees, subsidiaries or other affiliates or Your violation of any of the terms of this Agreement or any other obligation owed by You to any Hertz company. If You return Your Gold card within thirty (30) days of receipt, and before renting a car using Gold, then You will receive a full refund of Your membership fee. Your membership will expire on the expiration date specified on Your Gold Card, or in the absence of such expiration date after 12 months from submission to You of such card, unless, in either case, Your membership is renewed or extended for an additional period of 12 months upon payment by You of any membership renewal fee notified to You by Hertz. Hertz reserves the right not to renew Your membership and will not be obliged to provide any explanation for not doing so.
9. **THE FOLLOWING INFORMATION IS PROVIDED REGARDING YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO ANY CAR WHICH YOU RENT IN THE UNITED STATES OR CANADA USING GOLD. MORE DETAILED INFORMATION APPEARS IN PARAGRAPH 4 OF THE NORTH AMERICAN TERMS. EXCEPT AS STATED IN PARAGRAPH 4 OF THE NORTH AMERICAN TERMS, YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE CAR REGARDLESS OF FAULT. FOR RENTALS IN THE UNITED STATES AND CANADA, HERTZ OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER (LDW). IF YOU ACCEPT LDW, WHICH IS NOT INSURANCE, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, SUBJECT TO CERTAIN RESTRICTIONS AND EXCLUSIONS WHICH ARE DISCUSSED IN PARAGRAPH 4(d), 4(e) AND 5 OF THE NORTH AMERICAN TERMS. IN THOSE STATES WHERE THE SALE OF LDW IS REGULATED OR PROHIBITED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR. LDW ENTAILS AN ADDITIONAL CHARGE. AS OF 1 JANUARY, 2006, THE CHARGE FOR LDW AT MOST GOLD LOCATIONS IN THE UNITED STATES OR CANADA IS US\$26.99 OR CAN\$30.95, RESPECTIVELY, FOR EACH FULL OR PARTIAL RENTAL DAY. HOWEVER, A SPECIAL, HIGHER LDW CHARGE OF US\$34.99 OR**

CAN\$34.95 FOR EACH FULL OR PARTIAL RENTAL DAY IS APPLICABLE TO CERTAIN LUXURY CARS. ALL CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOUR OWN INSURANCE (OR THAT OF AN AUTHORISED OPERATOR) MAY COVER ALL OR PART OF YOUR FINANCIAL (OR THAT OF THE AUTHORISED OPERATOR) FOR LOSS OR DAMAGE TO THE CAR.

10. NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO SIGN THIS WAIVER IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. YOU ARE ALSO ADVISED TO DETERMINE WHETHER SUCH COVERAGE IS PROVIDED UNDER THE AGREEMENT REGARDING THE CREDIT CARD WHICH IS USED TO PAY FOR THE RENTAL OR FROM ANY OTHER SOURCE AND IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE. THE PURCHASE OF THIS LOSS DAMAGE WAIVER PRODUCT IS NOT MANDATORY AND MAY BE DECLINED.
11. THE INSURANCE COVERAGES OFFERED BY HERTZ MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY A RENTER'S PERSONAL AUTOMOBILE INSURANCE POLICY OR BY ANOTHER SOURCE OF COVERAGE. THE PURCHASE OF THESE KINDS OF COVERAGE IS NOT REQUIRED IN ORDER TO RENT A VEHICLE.
12. FOR RENTALS COMMENCING IN THE DISTRICT OF COLUMBIA. WARNING: FAILURE TO RETURN THE CAR IN ACCORDANCE WITH THE TERMS OF THE RENTAL AGREEMENT MAY RESULT IN A CRIMINAL PENALTY OF UP TO 3 YEARS IN JAIL.
13. Unless waived, a renter in Miami-Dade County must be furnished a county-approved visitor information map. These maps are available at all Hertz locations in Dade County. Each renter must either acknowledge receipt of such a map or waive his or her right to receive such a map. By signing the Enrolment Form, You hereby waive Your right to receive such a map.
14. NOTICE: IF YOU HAVE COLLISION COVERAGE UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY WRITTEN IN LOUISIANA, YOUR COLLISION COVERAGE AUTOMATICALLY EXTENDS TO RENTAL MOTOR VEHICLES PURSUANT TO R.S. 22:1406(F). EVEN IF YOU ARE NOT A LOUISIANA-INSURED DRIVER, THE PURCHASE OF LOSS DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER SUCH COVERAGE.
15. Under Minnesota law, a personal automobile insurance policy issued in Minnesota must cover the rental of the motor vehicle against damage to the vehicle and against loss of use of the vehicle. Therefore, purchase of any collision damage waiver or similar insurance affected in this Enrolment Agreement is not necessary if your policy was issued in Minnesota.
16. FOR RENTALS COMMENCING IN TEXAS: YOU MAY NOT NEED THE AUTOMOBILE INSURANCE OFFERED BY HERTZ. YOUR TEXAS AUTOMOBILE POLICY PROVIDES COVERAGE FOR YOUR LIABILITY WHILE OPERATING A RENTAL VEHICLE. AUTOMOBILE POLICIES ISSUED IN OTHER STATES OR COUNTRIES MAY ALSO DUPLICATE THIS COVERAGE. THE PURCHASE OF AUTOMOBILE RENTAL LIABILITY INSURANCE IS NOT REQUIRED AS A CONDITION OF RENTING AN AUTOMOBILE. THIS INSURANCE DOES NOT APPLY TO ANY BODILY INJURY

OR PROPERTY DAMAGE ARISING OUT OF THE USE OR PERMITTING THE USE OF A RENTAL VEHICLE BY ANY DRIVER WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAW.

17. For rentals in Europe, Middle East and Africa (EMEA), Hertz offers a number of optional services each for an additional daily charge. If taken, Theft Protection (TP) will limit Your responsibility for loss of or damage to the Car, its parts or accessories, which is caused by theft, attempted theft or vandalism to the non-waivable excess stated on the Rental Record. If taken, Collision Damage Waiver (CDW) will limit Your responsibility for loss of or damage to the Car, its parts or accessories, other than caused by theft, attempted theft or vandalism, for each such incidence of loss or damage arising from a separate event, to the non-waivable excess stated on the Rental Record. As an alternative to CDW and TP, if You take Super Cover (SC), which is not available in some countries or for rentals attached to certain CDP numbers, You will receive the benefit of both CDW and TP and Your liability for the excess in relation to both CDW and TP will be eliminated. If you choose SC and it is not available for Your rental, You will receive Super Collision Damage Waiver (SCDW), where available, and TP. If SCDW is also not available, You will receive the benefit of CDW and Your liability for the excess in relation to CDW will be eliminated (although You will remain liable for the excess in relation to TP). THE BENEFITS OF TP, CDW, SCDW AND SC MAY BE VOIDED WITH RESPECT TO A PARTICULAR RENTAL IF YOU USE THE CAR AS PROHIBITED UNDER PARAGRAPHS 2 AND 5 OF THE EMEA TERMS OR IF THE DAMAGE OR THEFT IS CAUSED INTENTIONALLY OR BY THE GROSS NEGLIGENCE OF YOU OR AN AUTHORISED DRIVER. Before deciding whether to purchase TP and/or CDW or SC, You should determine whether You have other insurance that affords You coverage for loss of or damage to the Car and, if so, what the terms of such coverage are (including any limitations and excesses). Personal Insurance/Personal Accident Insurance (PI/PAI) is available at an additional daily charge and provides certain benefits for You and Your passengers for accidental death. Depending upon the country in which the rental commences, PI/PAI may also provide benefits for permanent disability, certain injuries, medical and emergency expenses and/or damage to or theft of personal possessions (includes baggage) during the rental.
18. For rentals in Australia, Hertz will, subject to certain exceptions under the Rental Agreement, associated with Prohibited Uses, Prohibited People and Full Responsibility Uses, be responsible for any loss of or damage to the rental car, except for the first AUS\$2,750.00 (including GST), Accident Damages Excess (ADE) or such other amount specified on the Rental Agreement. An additional Accident Damage Excess of AUS\$2,200 (including GST) applies to each instance of a Single Vehicle Accident or Water Damage other than by total or partial immersion. Optional Accident Excess Reduction is offered for AUS\$22.00 (including GST) per full or partial rental day to reduce the standard ADE to AUS\$375.00 or such other amount specified on the Rental Agreement (including GST). Optional Accident Excess Reduction Plus (AER PLUS) is offered for AUS\$28 (including GST) per full or partial rental day; AER PLUS provides the same benefits as AER and also eliminates liability for tyre and/or windscreen damage. The additional Single Vehicle Accident and Water Damages Excesses cannot be reduced through the purchase of AER or AER PLUS. Other Renter Protection Options are available at participating locations. **For rentals in New Zealand,** You are liable for the first NZ\$2,200.00 (NZ\$2,500.00 for vehicle groups H, J, K, L & M) or any other amount as shown on the Rental Agreement (plus GST) of any loss or damage to the rental vehicle referred to in the insurance cover specified in clause 10 of the Terms & Conditions applicable to Gold rentals in New Zealand. This does not apply to damage or loss resulting from fire or theft or conversion or attempted theft or conversion of the vehicle. This liability may be reduced to NZ\$0 by payment of the optional Accident Excess Reduction of NZ\$22.00 per day (NZ\$25.00 per day for vehicle groups H, J, K, L & M), plus GST. **All rates, excess, and reduction amounts are stated as of 1 January 2006, are subject to change without notice and may vary with rate and vehicle options.**