

RENTAL FLEET SERVICE AGREEMENT

THIS AGREEMENT, made this [REDACTED] day of [REDACTED]

by and between [REDACTED]

(herein called: [REDACTED] having its principal office at: [REDACTED])

and AUTO CLUB OF AMERICA, CORP. (herein after called "ACA"), a corporation of the State of Oklahoma, having its principal office at 9411 N Georgia, Oklahoma City, OK 73120.

WITNESSETH:

WHEREAS: [REDACTED] wishes to provide emergency road service benefits to its rental customers;

WHEREAS, ACA operates a road service organization that provides motorist with service vehicles for emergency road service, towing and auto assistance 24 hours a day, 365 days a year across the United States and Canada. In California, Louisiana, Maryland, Michigan, Nevada, New Hampshire, Virginia and Wyoming benefits are provided by Motor Club of America Enterprises, Inc., at 3200 W Wilshire Blvd. Oklahoma City, OK 73116.

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable considerations, the parties hereto agree as follows:

- SERVICE FEE:** [REDACTED] engages ACA at a service fee of \$25.00 per month. For said service fee, their rental customers possessing appropriate identification are entitled to emergency road service and/or towing as outlined in Addendum A. In addition to the monthly service fee, there will be a \$25.00 dispatch fee for each dispatch, plus the cost of the service provided

2. **PAYMENT OF SERVICE FEE:** The initial \$25.00 monthly service fee will be due and payable upon execution of this agreement payable by credit card. Thereafter, ACA will bill the credit card of *(name on credit card) [REDACTED] for the monthly fee.

3. **SERVICE CLAIMS:** ACA will bill the same credit card for service claims paid by ACA on their behalf to service providers who provided services to renters as outlined in Addendum A.

When possible, at the direction of the rental company, ACA will tow rental vehicles to a facility that honors the appropriate warranty on the vehicle .

4. **ROAD SERVICE:** ACA will provide plastic cards for all vehicles which will allow anyone driving a rental vehicle to use the service. ACA will service each person in possession of proper identification to the best of its abilities, with the same level of service expertise extended to any ACA account.

ACA cannot guarantee all services under all circumstances. A copy of the service provided by a vendor will be faxed to the rental company as soon as practical.

5. **SERVICE PROVIDER NETWORK:** Service is provided through a network of contracted service providers who have agreements to perform roadside assistance and towing service to our clients. As independent contractors, they have exclusive control over their own equipment and personnel.

The Club is not responsible for their acts or omissions.

6. **INDEPENDENT CONTRACTOR:** ACA agrees that the services performed by it pursuant to this agreement shall be performed as an independent contractor and not as the agent or employee of the entity named.

All persons furnished by ACA shall be considered solely ACA's employees, agents, vendors or representatives.

7. **TERMINATION:** This service agreement may be terminated by either party with thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement on the day and year first above written.

Number of Units:

Master Card, Visa, Discover, American Express (circle one)

Other:

Credit Card #:

Exp:

Verification Code:

Fax #:

Phone #:

Membership Number: _____

This will be assigned once payment has been received.

Road Service Number: 800-416-4069

Your Company Name Here

AUTO CLUB OF AMERICA, CORP

BY:

TITLE:

President

24/7 Contact Phone Number _____