

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

**PHILIPPE CALDERON, ANCIZAR MARIN,
and KELLI BOREL RIEDMILLER**

on behalf of themselves and all others similarly
situated,

Civil Action No. 0:19-cv-62408-SINGHAL

Plaintiffs,

CLASS ACTION COMPLAINT

v.

JURY TRIAL DEMANDED

SIXT RENT A CAR, LLC,

Defendant.

_____ /

SECOND AMENDED CLASS ACTION COMPLAINT

Plaintiffs, PHILIPPE CALDERON, ANCIZAR MARIN, AND KELLI BOREL RIEDMILLER (“Plaintiffs”), on behalf of themselves and all others similarly situated, allege the following based upon personal knowledge as to themselves, upon information and belief, and the investigation of their counsel as to all other matters, and bring this class action against Defendant, SIXT RENT A CAR, LLC (“Sixt” or Defendant”), as follows:

I. Nature of the Action

1. Plaintiffs bring this class action against Sixt Rent A Car, LLC for its common course of unfair, deceptive, and unlawful conduct of uniformly and systematically imposing unauthorized repair charges on its rental car customers in breach of its rental contract with customers and in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.* (“FDUTPA”).

2. Sixt has organized a company-wide scheme to profit by systematically charging unfair, deceptive, and unauthorized Estimated Repair Costs and other sham fees not permitted by the Rental Agreement. In a rental car transaction, customers are responsible for paying the “cost

of repair,” but only where there is actual damage and where that damage was actually repaired. There can be no “cost of repair” if there were no vehicle repairs.

II. Jurisdiction and Venue

3. The Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act 28 U.S.C. § 1332(d), because there are at least 100 Class Members in the proposed Class, the combined claims of proposed Class Members exceed \$5,000,000, exclusive of interest and costs, and at least one Class Member is a citizen of a state other than Defendant’s state of citizenship. This Court also has supplemental jurisdiction over the state law claims alleged herein pursuant to 28 U.S.C. § 1367.

4. The Court has personal jurisdiction over Defendant because Sixt’s principal place of business and headquarters is in Fort Lauderdale, Florida, and it is a Florida citizen subject to general jurisdiction in this State.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, because most of the events or omissions giving rise to Plaintiffs’ claims occurred in this District. Specifically, Sixt’s Collections Department is based in Fort Lauderdale, Florida, all of the repair invoices were sent from Florida, and all payments from consumers were sent to Florida.

III. The Parties

6. Plaintiff, Philippe Calderon, is an individual resident and citizen of Florida and has been at all times relevant to this action.

7. Plaintiff, Ancizar Marin, is an individual resident and citizen of Florida and has been at all times relevant to this action.

8. Plaintiff Kelli Borel Riedmiller, is an individual resident and citizen of Florida and has been at all times relevant to this action.

9. Defendant, Sixt Rent a Car, LLC, is a Delaware corporation and a United States subsidiary of its German parent company, Sixt SE. Sixt Rent a Car, LLC is the primary entity responsible for Sixt's US vehicle rental operations, and is headquartered in Fort Lauderdale, Florida. Sixt Rent a Car, LLC is a citizen of Florida and Delaware.

IV. Factual Allegations

A. Sixt's Common and Uniform Rental Agreement

10. Sixt used a rental agreement that was similar in all relevant aspects with all customers in this lawsuit. Sixt's Rental Agreement with Plaintiffs and Class Members consists of two separate documents which together constitute the entire agreement: (1) the Face Page Contract and (2) the Rental Jacket. The Rental Agreement is an adhesion contract, drafted by only Sixt.

11. During the class period, Sixt's Face Page Contract was a standard form contract that was utilized in materially identical formats across all Sixt locations in the United States. Exhibit A, Plaintiff Calderon, Marin and Borel Riedmillers' Contracts' Face Pages.

12. The Face Page Contract was electronically signed by Plaintiffs and the Class Members at the Sixt rental counter when picking up their rental vehicle.

13. Sixt incorporates by reference its second contract, known as the "Rental Jacket," into the Face Page Contract through the following language:

. . . By signing below, you agree to the Terms and Conditions printed on the Rental Jacket and to the terms found on this Face Page, which together constitute this Agreement. . .

Exhibit A.

14. The Sixt "Rental Jacket" is a standard form, tri-fold pamphlet that was utilized uniformly by Sixt across the United States, during the class period. Unlike the Face Page Contract that was signed by the customer, the Rental Jacket was used like an envelope, with the printed copy

of the signed Face Page Contract folded and inserted into the tri-folded Rental Jacket before both documents were handed over to the customer. The material terms of the Rental Jacket are the same throughout the United States. Exhibit B, SIXT Rental Jacket.

15. Sixt's Rental Jacket lists several fees and charges that Sixt can impose on customers for damage caused to the rental vehicle:

5. Responsibility for Damage or Loss; Reporting to Police; for Tolls and Parking Violations. You are responsible for all damage to, and for loss or theft of, the Vehicle including damage caused by weather, road conditions and acts of nature, even if you are not at fault. **You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle. You are also responsible for Loss of Use (without regard to fleet utilization), Diminished Value, and our administrative expenses incurred processing a claim.** You must report all accidents and incidents of theft and vandalism to us and the police as soon as you discover them. You are responsible for paying the charging authorities directly all parking citations, toll fees, fines for toll evasion, and other fees, fines and penalties assessed against you, us, or the Vehicle during this rental.

Exhibit B (emphasis added).

16. Critical to the claims in this action, Sixt's Rental Agreement states that the customer is "responsible for the cost of repair," "Loss of Use," "Diminished Value" and "administrative expenses incurred processing your claim." These four categories of repair costs are at issue, here.

17. Section 1 of the Rental Jacket is titled "Definitions" and further defines some of these terms:

"Loss of Use" means the loss or our ability to use the Vehicle for any purpose (including, but not limited to non-rental uses such as general display of the Vehicle, display of the Vehicle for sale, non-revenue transportation by employees) due to damage to or loss of the Vehicle during your rental.

"Diminished Value" means the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement.

(Exhibit B, ¶ 1).

18. The Rental Agreement does not define “cost of repair,” and there is no language in the Rental Agreement that would entitle Sixt to charge the customer for the cost of repairs where there was no actual damage to the vehicle or where Sixt never actually made any repairs.

B. SIXT’S FLORIDA HEADQUARTERS AND CLAIMS DEPARTMENT

19. Sixt’s North American headquarters and its Claim Department are located in Fort Lauderdale, Florida.

20. Sixt’s Florida Claims Department makes the decision on whether or not to charge a customer for damage to a rental vehicle.

21. Sixt’s Florida Claims Department calculates the amount of each of the charges set forth in the Collection Letters and Damage Invoices sent to customers for payment of alleged damage to rental vehicles.

22. Sixt’s Florida Claims Department orders Repair Estimates from third parties used to calculate Estimated Repair Costs sought from customers.

23. All Collection Letters sent by Sixt’s Florida Claims Department on Sixt letterhead lists only the Ft. Lauderdale address. (*See Exhibit C, Plaintiff Calderon, Marin and Borel Riedmillers’ Collection Letters*).

24. Sixt’s Florida Claims Department issues a separate damage claim number for each damage claim made against a customer and uses that damage claim number, including electronically, to track all correspondence to and from the customer as well as any payments.

25. Sixt’s collection letters seeking to collect repair costs require all communications or inquires be made through its Fort Lauderdale Claims Department using the Damage Number provided by Sixt. Among other methods, Sixt tracks the collection efforts and claims information electronically, through its computer applications and systems.

C. Sixt Estimated Repair Costs vs. Actual Repair Costs

26. A substantial percentage of customers who are sent Collection Letters for repair costs dispute causing any damage to the vehicle including Plaintiffs; however, regardless of whether there was any actual damage to the vehicle, it is unlawful for Sixt to charge and collect money from any customer where no actual repair is made.

27. Sixt repair costs can be broken down into two categories: (1) Repair Costs Per Invoice and (2) Estimated Repair Costs.

28. **Repair Cost Per Invoice:** When a customer actually does “substantial damage” to a rental vehicle and repairs are actually made, Sixt properly passes those costs on to the customer through invoices listing the cost as: “Repair Cost per Invoice.” Substantial damage would include a scratch over 4 inches. There, the actual invoices from the body shop and/or parts suppliers engaged to repair the vehicle are used to determine the amount passed through to the customer. In other words, “Repair Cost Per Invoice” reflects Sixt’s actual out-of-pocket cost of repairing that particular rental vehicle. Plaintiffs do not challenge Sixt’s Repair Cost Per Invoice as they reflect actual out-of-pocket losses by Sixt, supported by third-party invoices.

29. For example, Plaintiff Marin was charged by Sixt for replacing the windshield of his rental vehicle. His Damage Invoice and Collection Letter from Sixt sought to collect “Repair Cost Per Invoice,” which is an example of a legitimate repair cost supported by the Rental Agreement because it reflects Sixt’s actual cost of repair.

30. **Estimated Repair Costs:** Customers are charged “Estimated Repair Costs” when Sixt alleges the customer damaged the vehicle, but does nothing to actually repair the vehicle. Because the vehicle is not actually repaired, there are no invoices from body shops or parts suppliers documenting any repair or the true cost of repair. A common example is where there is a tiny

scratch smaller than 4 inches. In this situation, Sixt hires a third party to generate a Repair Estimate based solely upon photographs provided by Sixt.

31. The Doan Group is Sixt's estimator of choice. The Doan Group charges an Appraisal Fee of approximately \$25 for preparing each estimate. This Appraisal Fee (or sometimes listed as Engineer Fee) is passed on to the customer. For this reason, customers charged for Estimated Repair Costs actually pay \$25 more than those customers who are charged for repairs that are actually made.

32. Sixt used two different terms in its Damage Invoices describing its Estimated Repair Costs: "Repair Cost Per Estimate," and "Repair Cost Per Engineer Report." These terms mean the same thing – that the repair costs being charged and collected are only estimated because Sixt did not actually repair the vehicle.

33. The Rental Agreement states that customers are responsible for "repair costs," thus, Sixt breaches its own contract by charging for Estimated Repair Costs because there can be no "repair cost" if there is no repair.

34. When Sixt collects Estimated Repair Costs from its customers, it keeps the entire amount as hidden profit. It never tells the customer that it is not going to repair the vehicle. To the customer, these Estimated Repair Costs deceptively appear to be pass-through charges that Sixt has paid, or will pay, to repair the vehicle, with the amounts being passed through to the rental customer allegedly responsible for the damage.

35. Likewise, the manner in which Sixt calculates "Loss of Use," "Diminished Value" and "Administration Fees" also violates Sixt's own Rental Agreement.

36. A review of each Plaintiff's Repair Costs and related fees shows how these Estimated Repair Costs are unfair and deceptive. The same itemizations reflecting Estimated Repair Costs are readily available for all members of the Class within Sixt's electronic system.

D. Plaintiff Calderon's Sixt Rental

37. On April 1, 2016, Plaintiff Calderon rented a vehicle from Sixt at one of its Miami locations. Plaintiff Calderon signed an electronic signature device that served as acceptance of the standard form Face Page Contract, which is part of Sixt's standard operating policy. Exhibit A.

38. In addition to paying the cost of the rental, Plaintiff Calderon purchased Rental Car Insurance sold by Sixt as "Partial Damage Waiver" for a daily rate of \$9.99, for his three-day rental (\$29.97 total).

39. Plaintiff Calderon was also provided a Sixt Rental Jacket, with his signed Face Page placed inside, which contained standardized terms regarding repair costs for damaged vehicles.

40. Mr. Calderon was rented a Mercedes Benz Metris van.

41. On April 4, 2016, Plaintiff Calderon returned his Sixt rental vehicle in the same condition as when the vehicle was picked up, on April 1, 2016.

42. On or about April 14, 2016, Plaintiff Calderon received communications from Sixt alleging that Mr. Calderon's rental vehicle had sustained damage while in his possession and enclosed a form to be filled out regarding the alleged damage.

43. Mr. Calderon denied Sixt's damage allegations.

44. On or around January 30, 2017, Mr. Calderon received a Collection Letter from Sixt, sent via email, seeking payment of \$1,131.65 for alleged damage to the rental vehicle.

45. The fees charged to Mr. Calderon were described in the Collection Letter as follows:

Repair costs per Engineer Report:	\$667.24
Administrative Fee:	\$170.00
Diminished Value:	\$166.81
Loss of Use:	\$102.60
Engineer Fee:	\$ 25.00
Total:	\$1,131.65
Partial Damage Waiver:	<u>-\$500.00</u>
Total Amount Due:	\$ 631.65

Exhibit C.

46. The Collection Letter was sent from Sixt's Claims Department in Fort Lauderdale, Florida and asked that all payments be sent to that same address.

47. To make it appear that the vehicle was actually going to be repaired, Sixt provided Mr. Calderon with an "Engineer Report" dated January 18, 2017, nine months *after* Mr. Calderon's rental. The Doan Group also charged a \$25 Engineer Fee that was passed on to Mr. Calderon.

48. Mr. Calderon paid the first \$500.00 of Sixt's charges through the Partial Damage Waiver coverage that he purchased at the time of his rental.

49. Mr. Calderon was charged what appears to be a "pass through charge" of \$667.24 for Estimated Repair Costs. Plaintiff Calderon, like any reasonable consumer, believed this amount reflected the actual repair costs charged and paid by Sixt for repairing the vehicle. Sixt did not disclose that it did not to make any repairs to the vehicle in connection with these alleged damages.

50. However, discovery in this litigation revealed that, in truth, Sixt never made any repairs to this vehicle as a result of alleged damage incurred during Plaintiff Calderon's rental. Thus, Sixt was simply seeking \$667.24 as additional profit, though guised as a pass-through fee for having allegedly repaired the vehicle.

51. Plaintiff Calderon was also charged \$166.81 for Diminished Value. The Rental Jacket defines "Diminished Value" as "the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement." Instead of

calculating Diminished Value through the methodology set forth in its own Rental Agreement, which Sixt, itself, drafted, Sixt calculates Diminished Value as 25% of the Repair Cost ($\$667.24 \times .25 = 166.81$). However, the cost of repair has nothing to do with the value of the vehicle. And, because the vehicle was not actually repaired, Sixt has no way of calculating Diminished Value under the methodology it set forth in the Rental Agreement.

52. Plaintiff Calderon, like any reasonable consumer, believed that all charges, including the Diminished Value Charge, were calculated as indicated in the Rental Agreement. Because Sixt never discloses that it is not actually repairing the vehicle or how it actually calculates the charges, consumers have no way of knowing that the Diminished Value charge was not calculated in accordance with the Rental Agreement. As a result, the Diminished Value fee is unfair and deceptive.

53. Plaintiff Calderon was also charged \$102.60 for Loss of Use. Plaintiff's Rental Jacket defines "Loss of Use" as Sixt's inability to use the Vehicle due to damage caused to the vehicle. However, as noted above, the vehicle was never taken out of service to be repaired because Sixt did not actually repair the vehicle. Thus, there is no legitimate basis for charging Plaintiff Calderon for "Loss of Use" when the vehicle is never taken out of service for repairs.

54. Plaintiff Calderon, like any reasonable consumer, believed that the Loss of Use charge reflected time the vehicle was unavailable for rent because it was being repaired. Because Sixt failed to disclose that it had not actually repaired the vehicle or how it calculates charges, consumers like Calderon have no way of knowing that the Loss of Use charge is not legitimate. As a result, the Loss of Use fee violates the Rental Agreement and is unfair and deceptive when charged on vehicles that are not actually repaired.

55. Plaintiff Calderon was also charged a \$170.00 Administrative Fee. The Rental Agreement states that the customer is responsible for “administrative expenses incurred processing a claim.” (Exhibit B, Rental Jacket). However, neither Sixt nor the customer know what expenses, if any, were “incurred processing a claim.” Though Sixt has robust electronic systems and applications, Sixt does not track the actual administrative expenses incurred for each claim nor does it have any reasonable or logical methodology for estimating administrative expenses incurred. Instead, Sixt’s policy is to impose a tiered Administrative Fee based upon the amount of the alleged repair costs, which charges have no connection to any administrative work actually performed.

56. Plaintiff Calderon, like any reasonable consumer, reasonably believed that the Administrative Fee imposed by Sixt was for the administrative expenses actually incurred by Sixt in processing its claim as stated in the Rental Agreement. Because Sixt failed to disclose that its Administrative Fee is actually an arbitrary amount based upon the amount of the alleged repair cost and not administrative expenses or time “incurred processing the claim,” customers have no way of knowing that the Administrative Fee violates the Rental Agreement. The fee is unfair and deceptive as it appears to be based upon the actual expenses “incurred” by administrative work.

E. Plaintiff Borel Riedmiller’s Rental

57. On June 10, 2019, Plaintiff Borel Riedmiller rented a vehicle from Sixt at its Denver, Colorado location. Plaintiff Borel Riedmiller signed an electronic signature device that served as acceptance of the standard form Face Page Contract, which is part of Sixt’s standard operating policy. Exhibit A.

58. Plaintiff Borel Riedmiller was also provided a Sixt Rental Jacket, which contained standardized terms regarding repair costs for damaged vehicles.

59. After initially being provided a Kia Sorento with a key that did not work, Plaintiff Borel Riedmiller was given a Mercedes Benz GLC 300.

60. On June 14, 2019, Plaintiff Borel Riedmiller returned the Sixt rental vehicle in the same condition as when the vehicle was picked up, on June 10, 2019.

61. On or about June 18, 2019, Plaintiff Borel Riedmiller received communications from Sixt alleging that Plaintiff's rental vehicle had sustained damage while in her possession and enclosed a form to be filled out regarding the alleged damage.

62. Plaintiff denied Sixt's allegations of damages.

63. On or about July 3, 2019, Plaintiff Borel Riedmiller received a Collection Letter from Sixt, via email, seeking payment of \$523.75 for alleged damage to the rental vehicle.

64. The fees charged to Plaintiff Borel Riedmiller were described in the Collection Letter as follows:

Estimate of Repair:	\$365.00
Administrative Fee:	\$ 45.00
Diminished Value:	\$ 91.25
Estimate/ Appraisal Fee:	\$ 22.50
Total:	\$523.75

Exhibit A.

65. The Collection Letter was sent from Sixt's Claims Department in Fort Lauderdale, Florida and asked that all payments be sent to that same address. The Collection Letter stated that "based on the supporting documentation, we are charging you for the full costs of the damages which is detailed on the attached paperwork." (Exhibit D – Plaintiff Calderon and Borel Riedmillers' Doan Reports).

66. The “attached paperwork” was a Repair Estimate from the Doan Group. In the “attached paperwork,” the Doan Group also charged a \$22.50 Estimate/Appraisal Fee that was passed on to Plaintiff Borel Riedmiller as justification for the charges being imposed.

67. Although disputed, to protect Plaintiff’s interests, Sixt was paid in full for the charges imposed on Plaintiff Borel Riedmiller.

68. However, Plaintiff Borel Riedmiller was charged what appears to be a “pass through charge” of \$365.00 for Estimated Repair Costs. Plaintiff Borel Riedmiller, like any reasonable consumer, believed that this amount reflected the actual repair costs charged and paid by Sixt or to be paid by Sixt for repairing the vehicle. Sixt did not disclose that, in fact, it did not make any repairs to the vehicle in connection with these alleged damages.

69. However, discovery has revealed that Sixt never made any repairs to this vehicle as a result of alleged damage incurred during Plaintiff Borel Riedmiller’s rental. Thus, Sixt was simply seeking \$365.00 as additional profit but which appeared to Plaintiff Borel Riedmiller to be a pass-through fee for repairing the vehicle.

70. Plaintiff Borel Riedmiller was also charged \$91.25 for Diminished Value. Her Rental Jacket, which was drafted unilaterally by Sixt, defines “Diminished Value” as “the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement.” Instead of calculating Diminished Value through the methodology set forth in its own Rental Agreement, Sixt calculates Diminished Value as 25% of the Repair Cost ($\$365.00 \times .25 = 91.25$). However, the cost of repair has nothing to do with the value of the vehicle. And, because the vehicle was not actually repaired, Sixt has no way of calculating Diminished Value under the methodology set forth in the Rental Agreement.

71. Plaintiff Borel Riedmiller, like any reasonable consumer, believed that the Diminished Value Charge was calculated as indicated in the Rental Agreement. Because Sixt never discloses that it is not actually repairing the vehicle, consumers have no way of knowing that the Diminished Value charge was not calculated in accordance with the Rental Agreement. As a result, the Diminished value fee is unfair and deceptive and violates the Rental Agreement.

72. Plaintiff Borel Riedmiller was also charged a \$45.00 Administrative Fee. The Rental Agreement states that the customer is responsible for “administrative expenses incurred processing a claim.” (Exhibit B, Rental Jacket). However, neither Sixt nor the customer know what expenses, if any, were “incurred processing a claim.” Sixt does not track the actual administrative expenses incurred for each claim nor does it have any reasonable or logical methodology for estimating administrative expenses incurred. Instead, Sixt’s policy is to impose a tiered Administrative Fee based upon the amount of the alleged repair costs.

73. Plaintiff Borel Riedmiller, like any reasonable consumer, reasonably believed that the Administrative Fee imposed by Sixt was for the administrative expenses actually incurred by Sixt in processing its claim, as stated in the Rental Agreement. Because Sixt failed to disclose that its Administrative Fee is actually an arbitrary amount based upon the amount of the alleged repair cost and not administrative expenses or time “incurred processing the claim,” customers have no way of knowing that the Administrative Fee violates the Rental Agreement. The fee is unfair and deceptive as it appears to be based upon the actual expenses “incurred,” though it is not.

F. Plaintiff Marin’s Sixt Rental

74. On March 5, 2019, Plaintiff Marin rented a vehicle from Sixt at its Phoenix Sky Harbor International Airport location. Plaintiff Marin signed an electronic signature device that

served as acceptance of the standard form Face Page Contract, which is part of Sixt's standard operating policy. Exhibit A.

75. Plaintiff Marin was also provided a Sixt Rental Jacket which contained standardized terms, drafted by Sixt, regarding repair costs for damaged vehicles.

76. On March 7, 2019, Plaintiff Marin returned the Sixt rental vehicle in the same condition as when the vehicle was picked up, on March 5, 2019.

77. On or about March 12, 2019, Plaintiff Marin received communications from Sixt alleging that Plaintiff's rental vehicle had sustained damage while in his possession and enclosed a form to be filled out regarding the alleged damage.

78. Plaintiff denied Sixt's allegations of damages.

79. On or about April 16, 2019, Plaintiff Marin received a Collection Letter from Sixt, via email, seeking payment of \$708.62 for alleged damage to the rental vehicle.

80. The fees charged to Plaintiff Marin were described in the Collection Letter as follows:

Repair Cost Per Invoice:	\$519.00
Loss of Use:	\$114.62
Administrative Fee:	\$ 45.00
Total:	\$708.62

Exhibit C.

81. The Collection Letter was sent from Sixt's Claims Department in Fort Lauderdale, Florida and asked that all payments be sent to that same address.

82. Unlike the other Plaintiffs, Sixt actually documented a repair of the windshield to Marin's rental vehicle. Without the necessity of consulting any other documents, the fact that the Collection Letter states "Repair Cost Per Invoice" indicates that there was an actual repair made to

the rental vehicle. The actual repair invoice of \$519.00 reflects Sixt's actual out of pocket costs. Thus, Marin and similarly situated class members do not challenge the repair costs or the loss-of-use charge.

83. However, Plaintiff Marin was also charged a \$45.00 Administrative Fee. The Rental Agreement states that the customer is responsible for "administrative expenses incurred processing a claim." (Exhibit B, Rental Jacket).

84. Plaintiff Marin and similarly situated Class Members seek only to recover a refund of the Administrative Fee. Neither Sixt nor the customer know what expenses, if any, were "incurred processing a claim." Though it has robust electronic capabilities, Sixt does not track the actual administrative expenses incurred for each claim nor does it have any reasonable or logical methodology for estimating administrative expenses incurred. Instead, Sixt's policy is to impose a tiered Administrative Fee based upon only the amount of the alleged repair costs.

85. Plaintiff Marin, like any reasonable consumer, reasonably believed that the Administrative Fee imposed by Sixt was for the administrative expenses actually incurred by Sixt in processing its claim as stated in the Rental Agreement. Because Sixt failed to disclose that its Administrative Fee is actually an arbitrary amount based upon the amount of the alleged repair cost and not administrative expenses or time "incurred processing the claim," customers have no way of knowing that the Administrative Fee violates the Rental Agreement. The fee is unfair and deceptive as it appears to be based upon the actual expenses "incurred."

V. Class Action Allegations

86. Plaintiffs seek to bring this case as a class action, pursuant to Rule 23 of the Federal Rules of Procedure. The proposed class (the "National Class") is defined as follows:

All Sixt customers in the United States who were sent collection letters and damage invoices for repairs to rental vehicles that included a charge for

Estimate of Repair, Administrative Fee, Diminished Value and/or Estimate/Appraisal Fee between September 26, 2014 and October 31, 2019.

Excluded from the Class are class members whose Sixt Rental Agreement contains an arbitration clause, and class members who booked their Sixt rental through third-party reservation sites Priceline.com and Expedia.com.

87. Also, expressly excluded from the Class are: any Judge presiding over this action and members of their staff and immediate family members; and all persons who properly execute and file a timely request for exclusion from the Class.

88. Plaintiffs reserve the right to amend the Class definition at any time prior to the class certification stage of the litigation if further investigation and discovery indicates that the class definitions should be narrowed, expanded, or otherwise modified.

89. All class members are collectively referred to as the “Class,” or “class members” unless specifically stated otherwise.

90. The statute of limitations for the FDUTPA claims is four years prior to the date of filing of the original complaint, and five years for the breach of contract claim.

91. Plaintiff Borel Riedmiller’s claims relate back to the filing of the original complaint since they arise out of the same nucleus of operative facts.

Rule 23(a) Criteria

92. **Numerosity.** The exact number of Class Members is unknown as such information is in the exclusive control of Defendant. However, Plaintiffs believe the Class consists of thousands of consumers, geographically dispersed throughout the United States, and at least one thousand Sixt consumers with damage claims within the state of Florida, making joinder of all Class Members impracticable. Class Members are ascertainable from a review of Sixt’s business records, including

its electronic software and applications, which identify customers by individual damage claim numbers.

93. **Commonality.** Common questions of law and fact affect the right of each Class Member and common relief by way of damages is sought for Plaintiffs and Class Members. The harm that Sixt has caused or could cause is substantially uniform with respect to Class Members. Common questions of law and fact that affect the Class Members include, but are not limited to:

- (a) Whether Sixt has violated the Rental Agreement by charging for Estimated Repair Costs when the vehicle is not repaired;
- (b) Whether Sixt's practice of charging Fees that are neither authorized in the Rental Jacket's Terms and Conditions nor the Face Page Contract violates the Florida Unfair and Deceptive Trade Practices Act because the amounts are not owed;
- (c) Whether charging fees for Estimated Repair Costs, appraisal fees, loss of use, diminished value, and administrative fees is an unfair and deceptive practice when the vehicles are not actually repaired and Sixt has never paid for the alleged damage;
- (d) Whether Sixt marks up what appear to be pass-through charges and fees imposed in connection with repairing rental vehicles in violation of the FDUTPA;
- (e) Whether the members of the Class have sustained damages and, if so, the proper measure of such damages and whether injunctive and declaratory relief should issue.

Commonality can be shown because the claims are based upon the common business practices of Sixt surrounding how it handles damage claims. The case has two main legal issues. The first issue is whether Sixt can contractually charge for Estimated Repair Costs as opposed to actual repair costs under the adhesion, Rental Agreement that it unilaterally drafted. Plaintiffs take the position that Sixt is only allowed to charge for its actual out-of-pocket repair costs. Sixt insists that its Rental Agreement does not require that the vehicle actually be repaired in order for it to charge a customer for damage. Regardless which party prevails, the contract language is the same for all members of the class and must be construed in favor of the non-drafter – here, Plaintiffs. The second broad issue is whether Sixt can charge for Loss of Use, Diminished Value and Administrative Fees in a manner inconsistent with how such fees are defined in the Rental Agreement that Sixt unilaterally drafted. Plaintiffs also contend that the same fees are unfair and deceptive because they appear to be pass-through charges paid or to be paid by Sixt when they are actually a form of undisclosed profit. These claims also turn on common evidence because they all stem from Sixt’s business practices applying such fees and how they are calculated, and not on individual circumstances surrounding each damage claim.

94. **Typicality.** The claims and defenses of the representative Plaintiffs are typical of the claims and defenses of the Class because they were all charged at least one Fee that was not authorized by their Rental Agreement with Sixt. Additionally, Sixt has uniformly invoiced Plaintiffs for what appear to be pass-through fees that Sixt has paid or will pay to have the rental vehicle repaired. However, the vehicles of Plaintiff Calderon and Plaintiff Borel Riedmiller were not actually repaired. Sixt was attempting to collect these amounts as additional undisclosed profit. Because Sixt did not disclose that Estimated Repair Costs were imposed when it decided not to repair the vehicles, the charges appear to be legitimate costs incurred or to be incurred by Sixt.

Similarly, all Plaintiffs, including Marin, were charged for an Administrative Fee that was not calculated from the time “incurred processing the claim” as required by the Rental Agreement. Thus, Plaintiffs have suffered damages of the same type and the same manner as the Class Members they seek to represent because Sixt uses standard formulas for calculating all of these fees. There is nothing peculiar about Plaintiffs’ claims that would make their claims materially different from the class members they seek to represent. Accordingly, Plaintiffs’ claims are typical of the claims of all other Class Members.

95. **Adequacy of Representation.** The representative Plaintiffs will fairly and adequately represent class members and their claims as well as protect the interests of all Class Members. First, Plaintiffs have hired attorneys who are experienced in prosecuting class action claims within this state and across the United States, and who will adequately represent the interests of the Class. Second, Plaintiffs have no conflict of interest that will interfere with the maintenance of this class action as their claims are the same as the Class Members they seek to represent.

Rule 23 (b) Criteria

96. The common questions of law and fact set forth herein predominate over any questions affecting only individual Class Members. Specifically, there are three predominant common questions in this case: (1) whether the language of the Rental Agreement unilaterally drafted by Sixt allows Sixt to charge for Estimated Repair Costs, loss of use, diminished value, and administrative fees related to vehicles that are not repaired; (2) whether Sixt’s Estimated Repair Costs, Loss of Use Fee, Diminished Value, and Administrative Fee appear to be pass-through charges that Sixt has paid or will pay to repair the damaged vehicle, when in reality the vehicle is not repaired and Sixt simply retains the payments as additional profit; (3) whether Sixt can lawfully charge Diminished Value, Loss of Use, and Administrative Fees in ways that violate the Rental

Agreement it unilaterally drafted, and whether imposing these fees in such a manner is unfair and deceptive; and (4) whether amounts charged for Estimated Repair Costs, loss of use, diminished value and administrative fees are properly due and owing where Sixt did not have any repair costs. These predominating common issues turn on common evidence stemming from the way Sixt chooses to calculate, disclose and charge for damages allegedly made to rental vehicles. A class action provides a fair and efficient method for the adjudication of this controversy for these reasons and is superior to the alternative methods involved in individual litigation.

97. Although the Class is numerous enough to meet the numerosity requirement, proposed classes do not create manageability problems because the claims turn on common legal determinations based on Sixt's calculation methods and collection letters. There are no unusual legal or factual issues that would create manageability problems as the issues turn on interpretation of Sixt's standard form Rental Agreement.

98. Prosecution of separate actions by individual members of the Class would create a risk of inconsistent and varying adjudications against Defendant when confronted with incompatible standards of conduct.

99. Despite the costly nature of the fees charged to Plaintiffs and Class Members, the claims of the individual Class Members are, nevertheless, small in relation to the expenses of individual litigation, making a class action the only procedural method of redress in which Class Members can, as a practical matter, recover their damages and stop the unfair and deceptive practices at issue.

100. For Plaintiffs and Class Members who refused to pay Sixt for the unlawful fees and markups they were billed for, injunctive relief under 23 (b)(2) is proper because Sixt has acted or refused to act on grounds that apply generally to the class, so that final declaratory and injunctive

relief is appropriate with respect to the class as a whole to prevent further harm from repetitive deceptive and unfair billing of unauthorized charges from Sixt, and to eliminate the outstanding amounts allegedly owed or threatened to be turned over to collections.

VI. CAUSES OF ACTION

COUNT I

Breach of Contract

(On Behalf of the Non-Repair Class and Unauthorized-Fee Class)

101. Plaintiffs repeat and re-allege the allegations set forth in paragraphs 1 through 100 as if set forth fully herein.

102. Plaintiffs and Class Members entered into materially identical Face Page Contracts with Sixt when they picked up their rental vehicles. Exhibit A. The Terms and Conditions set forth in the Face Page Contract are, therefore, binding on both Sixt and all Class Members, including Plaintiffs.

103. The Face Page contract for Plaintiffs and all class members incorporates the Rental Jacket and the two documents together form the Rental Agreement between Sixt and its customers.

104. The Rental Agreement states that customers are “responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle. You are also responsible for Loss of Use (without regard to fleet utilization), Diminished Value, and our administrative expenses incurred processing a claim.” Exhibit B, Rental Jacket Paragraph 5.

105. The Rental Agreement states that “Diminished Value” means the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement.” Exhibit B, Rental Jacket Paragraph 1.

106. The Rental Agreement states that “Loss of Use” means the loss or our ability to use the Vehicle for any purpose (including, but not limited to non-rental uses such as general display of the Vehicle, display of the Vehicle for sale, non-revenue transportation by employees) due to damage to or loss of the Vehicle during your rental.” Exhibit B, Rental Jacket Paragraph 1.

107. Sixt breached its Rental Agreement by charging Plaintiffs Calderon and Borel Riedmiller and members of the class for Estimated Repair Costs where the vehicle is not repaired as the contract only permits Sixt to be reimbursed for the “cost of repair,” and there can be no cost if there is no repair.

108. Sixt also breached its Rental Agreement by calculating Diminished Value as 25% of the Repair Cost when the contract Sixt unilaterally drafted requires Diminished Value to be calculated as “the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement.”

109. Even when Sixt actually repairs the vehicle, it uniformly imposes a Diminished Value Fee as 25% of the Repair Invoice rather than as required by the definition Sixt drafted in the Rental Agreement.

110. For those customers whose rental vehicles are not repaired, it is impossible for Sixt to calculate Diminished Value as required by the Rental Agreement because the value of the vehicle after repair cannot be calculated. As such, no Sixt customer charged for Estimated Repair Costs can be charged any amount for Diminished Value without violating the Rental Agreement.

111. Additionally, Sixt breached the Rental Agreement by charging a Loss of Use fee to Plaintiff Calderon and members of the class because the vehicles were never taken out of service to be repaired as required by the Rental Agreement. There can be no Loss of Use under Sixt’s Rental Agreement definition if the vehicle was never repaired and, thus, never taken out of service.

112. As a direct and proximate result of Sixt's breach, Plaintiffs and Class Members have been damaged by being charged and by paying amounts that they are not contractually required to pay under the Rental Agreement and for paying Diminished Value and Loss of Use Fees that are not authorized by the Rental Agreement.

113. Plaintiffs seek a declaration as to their rights and obligations and the rights and obligations of the class under the Rental Agreement and an injunction prohibiting Sixt from continuing to seek payment for Estimated Repair Costs and Fees that violate the Rental Agreement.

COUNT II
Violation of the Florida Deceptive and Unfair Trade Practices Act,
FLA. STAT. § 501.201, *et seq.*
Rental Jacket Fees
(On Behalf of the Estimated Repair Costs)

114. Plaintiffs repeat and re-allege each and every allegation in paragraphs 1 through 100 above, as if set forth herein in full.

115. Sixt has engaged in unfair and deceptive practices by sending letters to its customers within the Class charging Estimated Repair Costs and other Fees:

- A. **Estimated Repair Costs:** Sixt demands payment for Estimated Repair Costs pursuant to the "rental agreement." The statement is untrue, unfair and deceptive because the Rental Agreement only permits Sixt to charge consumers for actual repair costs. If there is no repair, there are no repair costs.
- B. **Diminished Value:** Sixt demands payment for Diminished Value. This charge is deceptive and unfair because the amount does not reflect the actual diminished value. Rather than an actual diminished value, the amount charged is simply 25% of whatever Repair Cost is demanded.

- C. **Administrative Fee:** Sixt demands an Administrative Fee to all Class members. The Rental Agreement provides that this Fee is for “administrative expenses incurred” processing a claim. The Administrative Fee is a tiered charge that increases concomitant to the alleged Repair Costs. This is unfair and deceptive because the Rental Agreement provides that customers are only obligated for Sixt’s “administrative expenses incurred” processing a claim.
- D. **Loss of Use:** Sixt demands payment for Loss of Use which is defined as Sixt’s inability to use or rent the vehicle. This is unfair and deceptive where no repairs were actually made because the vehicle is not actually taken out of service to be repaired.

116. Because Plaintiff Calderon and Plaintiff Borel Riedmiller were charged for Estimated Repair Costs and Diminished Value for rental vehicles that were never repaired, Sixt’s demands for payment caused them damages and/or they are aggrieved by these deceptive acts or unfair practices.

117. Plaintiffs Calderon, Borel Riedmiller, and Marin were all charged Administrative Fees, and Sixt’s demand for payment caused them damages and/or they were aggrieved by these deceptive acts or unfair practices.

118. Plaintiff Calderon was charged for Loss of Use although the vehicle he rented was never taken out of service to be repaired. Sixt’s demand for payment caused him damages and/or he was aggrieved by this deceptive act or unfair practice.

119. Reasonable consumers, like Plaintiffs and Class Members, would be deceived by Sixt’s conduct in charging these four unfair and deceptive fees.

120. As a result of Sixt's unconscionable, unfair and deceptive conduct alleged herein, Plaintiffs Borel Riedmiller and Marin and all Class Members suffered actual damages within the meaning of Fla. Stat. § 501.211(2) because they paid one or more of the four unfair and deceptive fees at issue.

121. Plaintiff Calderon refused to pay Sixt for the unauthorized fee's imposed on him but he and Plaintiffs Marin and Borel Riedmiller are "aggrieved" persons as defined by FDUTPA Fla. Stat. § 501.211(1). Plaintiffs are entitled to bring an action for a declaration that Sixt's conduct in charging these Fees is unfair and deceptive and requesting an injunction prohibiting Sixt from continuing to engage in the unlawful conduct. Despite this lawsuit, Sixt continues to send bills and impose charges consistent with these allegations and an injunction is necessary to stop future harm.

122. Pursuant to Fla. Stat. § 501.211(1), Plaintiff Calderon's credit scores are jeopardized due to the unfair and deceptive fees charged to him and injunctive relief is necessary to prevent Sixt from further billing and pursuing collection efforts against him and others.

123. Plaintiffs also seek attorney fees and court costs pursuant to FDUTPA Fla. Stat. § 501.211(2).

COUNT III
Violation of the Florida Deceptive and Unfair Trade Practices Act,
FLA. STAT. § 501.201, *et seq.*
(On Behalf of the Pass-Through Fee Class)

124. Plaintiffs repeat and re-allege the allegations set forth in paragraphs 1 through 100, as if set forth fully herein.

125. When Sixt Plaintiffs received a Collection Letter, Damage Invoice and Repair Estimate from Sixt, they reasonably believed that Sixt either actually incurred or will incur those repair costs. Because the Repair Estimate is from a third party it appears that Sixt either did or will pay these amounts to others to repair actually damaged vehicles.

126. This practice of presenting the Repair Estimates as legitimate repair costs is unfair and deceptive based upon three parts of Sixt's standard form documents that are sent in every damage claim.

127. First, when Sixt elects not to repair a vehicle, it provides the customer with a repair Estimate provided by the Doan Group, which purports to detail the amount that Sixt will spend to have the vehicle repaired. (Exhibit D). At the bottom, the Estimate states "This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair." A reasonable consumer would read this sentence to mean that Sixt was going to actually repair the vehicle and would pay at least this amount to do so.

128. Second, by charging the customer for Diminished Value in addition to Estimated Repair Costs, Sixt further implies that the vehicle has been or will actually be repaired. The Rental Agreement defines "Diminished Value" as "the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement." Thus, the only way Sixt could calculate Diminished Value under its own formula is to have the vehicle repaired so that the value before and after can be determined and the difference between the two values can be calculated. In other words, because Diminished Value cannot be calculated without repairing the vehicle, the inclusion of this charge on the Damage Invoice leads a reasonable consumer to believe that the vehicle has been repaired.

129. Third, by charging the customer for "Loss of Use" combined with a per day statement, Sixt implies that the vehicle was actually taken out of service to be repaired. For example, Plaintiff Calderon's Damage Invoice included three (3) days at \$34.20 per day. A reasonable consumer would believe that the vehicle would be unavailable for rent during the three days taken to repair it.

130. The above-described practice or course of conduct constitutes unconscionable acts or practices, and unfair or deceptive acts or practices within the meaning of Fla. Sta. § 501.204, *et seq.*

131. These practices caused Plaintiffs and the Class to suffer damages because they paid or have been assessed for amounts in excess of the cost of repair, loss of use, diminution of value, appraisal/estimate fees, and administrative costs.

132. Additionally, those Plaintiffs and Class Members that have yet to pay the amounts invoiced by Sixt for the contested charges are “aggrieved parties” within the definition of Fla. Stat. § 501.211(1), and are therefore, entitled to injunctive relief to stop Sixt’s unfair and deceptive practices and any future attempt to assert the right to collect the charges.

Prayer for Relief

WHEREFORE, Plaintiffs pray that this case be certified and maintained as a class action and for judgment to be entered against Sixt as follows:

- A. Enter an order certifying the proposed Classes, designating Plaintiffs as the Class representatives, and designating the undersigned as Class counsel;
- B. Declaring that Sixt is financially responsible for notifying all Class Members;
- C. For economic and compensatory damages on behalf of Plaintiffs and all members of the Class;
- D. For actual damages sustained, as allowed by law;
- E. For declaratory and injunctive relief or such other equitable relief necessary to protect the aggrieved parties;
- F. For reasonable attorneys’ fees and reimbursement of all costs for the prosecution of this action pursuant to the FDUTPA; and

G. For such other and further relief as this Court deems just and appropriate.

Jury Demand

Plaintiff hereby demands a trial by jury on all issues so triable.

Respectfully submitted this 1st day of March, 2022.

VARNELL & WARWICK, P.A.

/s/ Brian W. Warwick

Brian W. Warwick (FBN 0605573)

Janet R. Varnell (FBN 0071072)

Matthew T. Peterson (FBN 1020720)

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Palm Beach Gardens, FL 33410

Telephone: (561) 799-5070

Facsimile: (561) 799-4050

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gstahl@fortheinjured.com

GSS.pleadings@fortheinjured.com

rbentley@fortheinjured.com

Attorneys for Plaintiffs

EXHIBIT A

Sixt Rent a Car, LLC
 P.O. Box 460367
 Fort Lauderdale, FL 33346-0367
 United States

Page Page of Contract No. 9336235460 XXX H

Time out: 04/01/2016 16.23 West Palm Beach Customer No: 9336235460
 Due in: 04/04/2016 16.00 West Palm Beach Int. No: 0032288304
 Return address: 4015 SEIKO HWY SUITE 1 Registr. No: FL-AR0055
 33401-5836, WEST PALM BEACH
 ml Level: 445 Fuel Gauge: 9/8 Veh. Type: MB METRIS MPV 05
 Car is parked on: READVLDRH Order No:
 Res No: 9837515313
 Renter 1: Driver Renter 2: company
 CRIDERON
 PHILLIPS
 108 BILDAR STREET
 FL USA 33411 ROYAL PALM BEACH

Driving license: C49660464420 10/02/2012 FLORIDA
 Second Driver: CRIDERON, SUB, 38411-9213 WEST PALM BEACH
 Date: US572PL1 MPV Agent:

	Number	Unit Price	Subtot.	
Rental days	3 x	34.20	102.60	USD A1
Energy surcharge	1 x	0.39	2.37	USD A1
Rental Surcharge	1 x	2.00	6.00	USD A1
Vehicle license fee	2 x	1.99	5.97	USD A1
Additional driver	2 x	11.99	23.97	USD A1
Partial Damage Waiver	1 x	5.99	29.97	USD A0
Total				192.63
This amount includes 6.0% sales tax.				

Prepaid - amount already paid: 124.59 USD
 Payment method: zc *****0558
 Approval: 04/01/2016 000052 USD

All designated discounts have been included in the stated final price. We offer for an additional charge the following optional products: Loss Damage Waiver (LDW), Partial Damage Waiver (PDW), Personal Accident Insurance (PAI), Supplemental Liability Insurance (SLI). Before deciding whether to purchase any of these products you may wish to determine whether your personal insurance or credit card offers you coverage during the rental period. The purchase of any of these products is not required to rent the vehicle.
 The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by paragraphs 324.021 (?) and 627.786, Florida statutes.
 You agree to purchase and pay for PDW. PDW does not cover all instances of damage to the vehicle. There are exclusions. Subject to the terms of Paragraph 5 of the Terms and Conditions, we will waive your responsibility for the first \$500 of damage to, or loss of, the vehicle.
 Although the hirer was advised of their liability, PDW has been declined.
 You decline to purchase PAI.
 You decline to purchase SLI. You accept primary responsibility for all damage or injury you cause to others or their property.
 Authorized Drivers are the only persons permitted to drive the vehicle. If you permit anyone other than the Renter or an Authorized Driver listed by us above to drive the vehicle, we will hold you responsible for damage to the vehicle and for damage to others and their property caused by the unauthorized driver. Damage caused by unauthorized drivers is not covered by Loss Damage Waiver. There is a small fee to add Additional Drivers to this Agreement.
 You decline to purchase fuel in advance. You must return the vehicle with at least as much fuel as when rented. If not you will pay us for the fuel used per gallon USD 8.00
 You decline to purchase Roadside Assistance.
 This vehicle's license plate is registered with Toll-By-Plate, a Florida toll road express lane service. Each time you drive the vehicle through an automated express lane, the license plate is photographed and we are notified that you used the express lane. We offer TX, a fee service that permits you to use automated express lanes within Florida without paying a toll at the time you drive through.
 You decline to purchase TX and you agree not to drive through automated express toll lanes. If you use an Express Lane without purchasing TX, you will pay us our administrative fee of USD 5.00 plus the applicable toll fee for each time you use an Express Lane during your rental according to the terms of Paragraphs 4 and 4a of the Terms and Conditions. This fee will be charged to your credit card after the close of this rental transaction.
 Failure to return rented property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida statutes.
 For Renters picking up a vehicle at locations involving an airport: If you do not have a return airline boarding pass or round trip airline itinerary, (a) You may not use the vehicle outside the state of pick-up (as shown on the Face Page); and (b) You must provide proof of full coverage insurance. If you drive the vehicle outside the state of pick-up, we will charge you a fee of USD 0.50 for each mile the vehicle has been driven during your rental. If you have a return airline boarding pass or round-trip airline itinerary, the conditions "For all other renters" described below will apply.
 For all other renters: The vehicle may not be used outside the states of Florida, Georgia and Alabama (the "Region"). If the vehicle is operated outside the Region, we will charge you a fee of USD 0.50 for each mile the vehicle has been driven during your rental. The fee does not limit in any way the total amount or any compensation owed to us under this Agreement.
 For one-way Rentals: If you have a reservation for a one way rental to return the vehicle in a state other than the state of pick-up (as shown on the Face Page), the territorial restrictions described above do not apply. However, you may only use the vehicle in the continental United States, Ontario British Columbia, Canada.
 We are enrolling you in the Sixt Express Master Agreement, a program designed to make your next rental from Sixt proceed more efficiently. The benefits of the Sixt Master Agreement are given to you at no cost. The details are explained in Paragraph 13 of the terms and conditions and elsewhere on the rental jacket.
 Upon handover, vehicle free from damage except for the damage marked with an asterisk (*).
 Vehicle conditions: It is your responsibility to inspect the vehicle for damage before leaving our facility. If you discover damage, return to our office and notify us of the damage.
 By signing below, you agree to the Terms and Conditions printed on the rental jacket and to the terms found on this Face Page, which together constitute this Agreement. You acknowledge that you have been given an opportunity to read this Agreement before being asked to sign it, and that all information you have provided is true and correct.
 Your signature constitutes your agreement to purchase the optional products described above. Your signature allows us to process credit or debit card vouchers in your name for all amounts due us under this Agreement.
 You permit us to reserve against your card at the beginning of the rental an amount up to three times the estimated total charges, but in no event less than USD 250. You authorize us to charge your credit/debit card after the rental concludes for all unpaid tolls, toll and parking violations and fines or penalties assessed against you, us, or the vehicle during the rental plus our administrative fee of USD 20.00 for each such charge.
 your rental and credit/debit card information to the charging authorities for processing purposes.

You want to extend your current rental period or get an overview of your previous rents? then register or log in at www.sixt.com/mySixt, your online customer portal.

You have been served by Ms Sarzevela
 Signature: 9336235460 0

Thank you for choosing Sixt. Have a pleasant journey!
 Internet: www.sixt.com





Sixt Rent a Car LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

Face Page of Contract No. 9407465977 XXX N

Customer No: 0009854972
Time out: 06/10/2019 09.21 Denver Intl Air Int. No: 0014095620
Due in: 06/14/2019 09.00 Denver Intl Air Registr. No: FL-DFV862
Return address: 25800 E 68TH AVE
80019, AURORA

ml Level: 19007 Fuel Gauge: 8/8 Veh. Type: MB GLC300 UTIL PE
Car is parked on: Order No: 4637837493
Res No: 9877346344

Renter 1: Driver Renter 2: Company
BOREL HOTWIRE INC.
KELLI

Rate: US910000 SCAR Agent: 005110663

HOTWIRE INC. Estimated Total Renter 2

	Number	Unit Price	Subtot.
Rental days	4	1 inclusive	A1
Colorado Road Safety Fee	4	1 inclusive	A0

Rate includes all mls
Tax 10.50 % 0.00 USD
Total 0.00 USD

AP Concession Recovery Fee included

Voucher: 4637837493
Payment method: CC MasterCard
Card: 0000 *****953 0002
Authorization: 06/10/2019 0.00 USD 06/10/2019 062932 200.00
Merchant-ID: 0 566000000054
Transaktion-ID: 10854
Terminal-ID: 10003481
Receipt No: 72
PayCor-ID: 90610MW4JX8M2K3F8R
AID: A0000000041010
IVR: 0000008000
ISI: E800
AC: 75F6719472BE0033
ARC: 3030

All designated discounts have been included in the stated final price.
This rate is not eligible for the collection of air miles or bonus points.

We offer for an additional charge the following optional products:
Loss Damage Waiver (LDW), Personal Accident Insurance (PAI)

BOREL000005

TCYUUI - 10:
N10:
TVR:
TSI:
AC:
ARC:

0000008000
E800
75F6719472BE0033
3030

All designated discounts have been included in the stated final price. This rate is not eligible for the collection of air miles or bonus points. We offer for an additional charge the following optional products: Loss Damage Waiver (LDW), Personal Accident Insurance (PAI), Supplemental Liability Insurance (SLI), Roadside Assistance. Before deciding whether to purchase any of these products you may wish to determine whether your personal insurance or credit card affords you coverage during the rental period. The purchase of any of these products is not required to rent the Vehicle.

NOTICE: This contract offers, for an additional charge, a loss damage waiver to cover your responsibility for damage to the vehicle. You are advised not to sign this waiver if you have rental vehicle collision coverage provided by certain gold or platinum credit cards 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. The purchase of this loss damage waiver is not mandatory and may be waived. The limitations and exclusions that apply to the loss damage waiver are listed on paragraph 6 of the rental jacket. The daily cost of loss damage waiver and the total estimated cost of loss damage waiver is listed above.

You decline to purchase LDW, and you agree to be responsible for all damage to, or loss or theft of, the Vehicle.
You decline to purchase PAI.
You decline to purchase SLI. You accept primary responsibility for all damage or injury you cause to others or their property.

Authorized Drivers are the only persons permitted to drive the Vehicle. If you permit anyone other than the Renter or an Additional Driver listed above to drive the Vehicle, or any other person defined as an Authorized Driver on the rental jacket, we will hold you responsible for damage to the Vehicle and for damage to others and their property caused by the unauthorized driver. Damage caused by unauthorized drivers is not covered by Loss Damage Waiver. There is a small fee to add Additional Drivers to this Agreement.

You decline to purchase fuel in advance. You must return the Vehicle with at least as much fuel as when rented. If the Vehicle is returned with less fuel than when rented, you will pay us for the fuel used at USD 9.99 per gallon. You decline to purchase Roadside Assistance.

This Vehicle's license plate is registered with the applicable State Tollway Authorities in this State and the surrounding states. Each time you drive the Vehicle through an automated express/toll lane, the license plate is photographed and we are notified that you used the express/toll lane. We offer TX, an additional service that permits you to use automated

cash. If you do not purchase TX, to avoid toll violations and associated fines, fees, and taxes (and our administrative fees for processing violations and citations), you must pay all tolls with a personal transponder; use only cash lanes and pay cash (even if you purchased TX); plan a route to avoid tolls; or consult local authorities for other payment methods.

You decline to purchase TX and you agree not to drive through automated express/toll lanes. If you use an automated express/toll lane without purchasing TX, you will pay us our administrative fee of \$5 plus the applicable toll fee for each time you use an automated express/toll lane during your rental according to the terms of Paragraphs 5 and 5a of the Terms and Conditions. This fee will be charged to your credit card account after the close of this rental transaction.

Pursuant to the requirements of C.R.S. 43-3-302(7) and C.R.S. 42-4-1209, You (the Customer) are liable for payment of any toll evasion violation civil penalties and any parking violation fines incurred on or after the date you take possession of the Vehicle. If such a penalty is incurred, your name, address, and state driver's license number will be furnished to the toll road or toll highway company (for toll violations) or to the prosecutorial division of the appropriate jurisdiction (for parking violation fines). Failure to return the Vehicle within 72 hours of the due-in date is a felony according to Colorado Revised Statutes § 18-4-401.

GEOGRAPHICAL RESTRICTIONS: The rental vehicle may only be used in the state of pick-up and the following states: Utah, Nevada, California, Wyoming, New Mexico, Arizona, Oregon, and Washington (the "Region"). If the vehicle is driven outside of the Region, we will charge you an excess mileage fee of \$0.50 for each mile the vehicle has been driven during the rental. This fee does not limit in any way the total amount or any compensation owed to us under this agreement.

For One-Way Rentals: If you have a reservation for a one-way rental to return the Vehicle in a state other than the state of pick-up (as shown on the face Page), the territorial restrictions described above do not apply. However, you may only use the Vehicle in the continental United States and British Columbia, Canada.

Upon handover, vehicle is free from damage except for the damage marked with an asterisk (*).

*Door, front	: Driver side	scratch	< 2 inch super
*Door, front	: Driver side	scratch	> 4 inch super
*Wing / Fender, front	: Driver side	scratch	> 4 inch super
*Wing / Fender, front	: Driver side	scratch	> 4 inch super
*Aluminium rim front	: Driver side	scratch	< 2 inch (down
*Bumper, front	: Driver side	scratch	< 2 inch (down
*Windscreen	: Driver side	stone chip	surface only
*Hood	: Passenger side	scratch	2-4 inch super
*Windscreen	: Passenger side	stone chip	surface only
*Door, front	: Passenger side	scratch	2-4 inch super
*Door, front	: Passenger side	scratch	> 4 inch super
*Door, rear	: Passenger side	scratch	> 4 inch super
*Wing / Fender, rear	: Passenger side	scratch	> 4 inch super
*Bumper, rear	: Passenger side	scratch	2-4 inch (down
*Boot / Rear door cente:	Passenger side	scratch	> 4 inch super
*Bumper, rear	: Driver side	scratch	> 4 inch (down
*Boot / Rear door cente:	Driver side	scratch	> 4 inch super
*Wing / Fender, rear	: Driver side	scratch	> 4 inch super
*Door, rear	: Driver side	scratch	> 4 inch super

Vehicle Condition: It is your responsibility to inspect the Vehicle for damage before leaving our facility. If you discover damage, return to our office and notify us of the damage.

All vehicles are non-smoking. A \$250 Cleaning Fee will be assessed for violations to this policy.

By signing below, you agree to the Terms and Conditions printed on the rental jacket and to the terms found on this Face Page, which together constitute this Agreement. You acknowledge that you have been given an opportunity to read this Agreement before being asked to sign it, and that all information you have provided is true and correct.

Your signature constitutes your agreement to purchase the optional products described above. Your signature allows us to process credit or debit card in your name for all amounts due us under this Agreement. You permit us to reserve against your card at the beginning of the rental an amount up to three times the estimated total charges, but in no event less than \$200 or the amount listed on this Face Page. For Vehicles in the premium, luxury, or extraordinary categories you authorize us to reserve up to \$5,000 against your card. We may use your deposit to pay any amounts owed to us under this Agreement. You authorize us to charge your credit/debit card after the rental concludes for all unpaid parking, tolls, toll violations, and fines or penalties assessed against you, us, or the Vehicle during the rental, plus our administrative fee of up to \$40 for each violation. Please your name and credit/debit card information in the attached authorization form.

*Windscreen	: Passenger side	stone chip	surface only
*Door, front	: Passenger side	scratch	> 4 inch superf
*Door, rear	: Passenger side	scratch	> 4 inch superf
*Wing / Fender, rear	: Passenger side	scratch	> 4 inch superf
*Bumper, rear	: Passenger side	scratch	2-4 inch (down
*Boot / Rear door cente	: Passenger side	scratch	> 4 inch superf
*Bumper, rear	: Driver side	scratch	> 4 inch (down
*Boot / Rear door cente	: Driver side	scratch	> 4 inch supert
*Wing / Fender, rear	: Driver side	scratch	> 4 inch superf
*Door, rear	: Driver side	scratch	> 4 inch superf

Vehicle Condition: It is your responsibility to inspect the Vehicle for damage before leaving our facility. If you discover damage, return to our office and notify us of the damage.

All vehicles are non-smoking. A \$250 Cleaning Fee will be assessed for violations to this policy.

By signing below, you agree to the Terms and Conditions printed on the rental jacket and to the terms found on this Face Page, which together constitute this Agreement. You acknowledge that you have been given an opportunity to read this Agreement before being asked to sign it, and that all information you have provided is true and correct.

Your signature constitutes your agreement to purchase the optional products described above. Your signature allows us to process credit or debit card in your name for all amounts due us under this Agreement. You permit us to reserve against your card at the beginning of the rental an amount up to three times the estimated total charges, but in no event less than \$200 or the amount listed on this Face Page. For Vehicles in the premium, luxury, or extraordinary categories you authorize us to reserve up to \$5,000 against your card. We may use your deposit to pay any amounts owed to us under this Agreement. You authorize us to charge your credit/debit card after the rental concludes for all unpaid parking, tolls, toll violations, and fines or penalties assessed against you, us, or the Vehicle during the rental, plus our administrative fee of up to \$40 for each such charge and to release your rental, and credit/debit car information to the charging authorities for processing purposes.

Signature: 9407465977 5
 +-----+

You have been served by Mr. Eric W

 You want to extend your current rental period or get an overview of your previous rents? Then register or log in at www.sixt.com/mysixt, your online customer portal.

 Thank you for choosing Sixt. Have a pleasant journey!

Internet: www.sixt.com
 E-Mail: reservations-usa@sixt.com , customerservice-usa@sixt.com
 Call: +1(888)749-8227 Fax: +1(888)722-2980

EXHIBIT B



ARE YOU READY?

Sixt Miami Airport 3900 NW 25th Street 33142 Miami, FL
+1 305 503 9849 | *Inside car rental center with courtesy shuttle bus.*

Sixt Orlando Airport 7855 N Frontage Road 32812 Orlando, FL
+1 888 941 7498 | *Off-site location with courtesy shuttle bus.*

Sixt Fort Lauderdale Airport 2901 SE 6th Ave 33316 Fort Lauderdale, FL
+1 888 747 7498 | *Off-site location with courtesy shuttle bus.*

Sixt Palm Beach Airport 2501 Bristol Drive A1 33409 West Palm Beach, FL
+1 561 228 5160 | *Off-site location with courtesy shuttle bus.*

Sixt Tampa Airport 5105 W Cypress Street 33607 Tampa, FL
+1 813 666 8608 | *Off-site location with courtesy shuttle bus.*



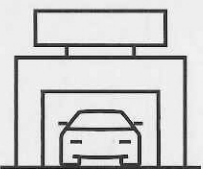
TIPS FOR A SMOOTH RENTAL PROCESS.



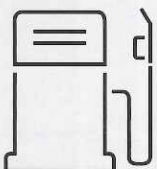
PICK UP DURING



If any existing damages are present, verify they are on face page of contract. If not, alert the Rental Sales Agent before leaving the branch.

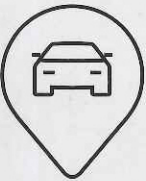


Take advantage of highway travel with our Express Toll Pass. Without this pass, you will be assessed a \$5 administrative fee per toll + cost of toll.

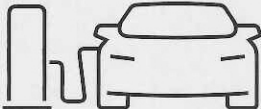


If you did not purchase our prepaid fuel option, please refill your tank or you will be charged at a per gallon rate, as stated on face page of contract.

RETURNING



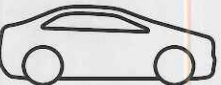
Check the return location on your rental agreement to ensure you're returning to the correct branch.




If you drove less than 70 miles and refilled the tank please save a copy of your receipt otherwise you may be charged a service fee.



Check the trunk, glove box and under the seats for belongings before returning your vehicle.



The Customer Service Associate will log the fuel, miles, and any damages.



You'll receive an invoice to your email within 24 hours after you return the vehicle.



SAFE TRAVELS!

sixt.com

Sixt Rent a Car, LLC
 P.O. Box 460967
 Fort Lauderdale, FL 33346-0967
 United States

Face Page of Contract No. 9350558940

XXX

N

Time out: 01/23/2017 21.34 West Palm Beach
 Due in: 01/25/2017 21.00 West Palm Beach

Customer No: 0009903759
 Int. No: 0013489421
 Registr No: FL-DZSW51

Return address: 2501 BRISTOL DRIVE UNIT A2
 33409-6458, WEST PALM BEACH

Oil Level: 7547 Fuel Gauge: 8/8
 Car is parked on: 8-RL-1-6

Veh. type: CHEVROLET SUBUMB
 Order No:
 Res No: 9847539186

Renter 1: Driver
 CALAMUSA
 STEVEN
 15280 PALMWOOD RD
 FL
 USA 33410 PALM BCH GDNS

Renter 2: Company
 CALAMUSA
 STEVE
 1743 W Community Dr
 FL
 USA 33458-8218 Jupiter

Driving licence: C452787632680 06/05/2010 Florida

Rate: US058000 FFAR Agent:

-----	Number	-----	Unit Price	-----	Subtot.	-----
Rental days	2	1 x	94.23		94.23 USD	A1
Counter Processing Recovery		1 x	5.00		5.00 USD	A1
Rental Surcharge		2 x	2.00		4.00 USD	A1
Vehicle License Fee		2 x	0.95		1.90 USD	A1
Vehicle Upkeep Recovery		1 x	12.00		12.00 USD	A1
Rate includes all nls						
A1 Sales Tax 7,00%					8.20 USD	
Total					125.33 USD	

Payment method: AE *****3001
 Approval: 01/24/2017 000045 USD

All designated discounts have been included in the stated final price.
 We offer for an additional charge the following optional products:
 Loss Damage Waiver (LDW), Partial Damage Waiver (PDW), Personal Accident Insurance (PAI), Supplemental Liability Insurance (SLI). Before deciding whether to purchase any of these products you may wish to determine whether your personal insurance or credit card affords you coverage during the rental period. The purchase of any of these products is not required to rent the vehicle.
 The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by paragraphs 324.021 (7) and 627.736, Florida Statutes.
 You decline to purchase LDW or PDW, and you agree to be responsible for all damage to, or loss or theft of, the vehicle.
 You decline to purchase PAI.
 You decline to purchase SLI. You accept primary responsibility for all damage or injury you cause to others or their property.
 Authorized Drivers are the only persons permitted to drive the Vehicle. If you permit anyone other than the Renter or an Additional Driver listed by us above to drive the Vehicle, we will hold you responsible for damage to the Vehicle and for damage to others and their property caused by the unauthorized driver. Damage caused by unauthorized drivers is not covered by Loss Damage Waiver. There is a small fee to add Additional Drivers to this Agreement.
 You decline to purchase fuel in advance. You must return the Vehicle with at least as much fuel as when rented. If you drive a total of 70 miles or less you must provide a gas receipt at check in. If you do not, you will pay us a fueling convenience fee of \$13.99, despite the indication of a full tank. If you drive a total of more than 70 miles and the Vehicle is returned with less fuel than when rented, you will pay us for the fuel used at
 USD 8.00 per gallon.

you decline to purchase Roadside Assistance.

This vehicle's license plate is registered with Toll-By-Plate, a Florida toll road express lane service. Each time you drive the Vehicle through an automated express lane, the license plate is photographed and we are notified that you used the Express Lane. We offer Toll Express Service (TX), a fee service that permits you to use automated express lanes within Florida without paying a toll at the time you drive through.

You decline to purchase TX and you agree not to drive through automated express toll lanes. If you use an Express Lane without purchasing TX, you will pay us our administrative fee of USD 5.00 plus the applicable toll fee for each time you use an Express Lane during your rental according to the terms of Paragraphs 4 and 4a of the Terms and Conditions. This fee will be charged to your credit card after the close of this rental transaction.

Failure to return rented property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida statutes. For Renters picking up a Vehicle at locations servicing an airport: If you do not have a return airline boarding pass or round trip airline itinerary, (a) You may not use the Vehicle outside the State of pick-up (as shown on the Face Page); and (b) You must provide proof of full coverage insurance. If you drive the Vehicle outside the State of pick-up, we will charge you a fee of USD 0.50 for each mile the Vehicle has been driven during your rental. If you have a return airline boarding pass or round-trip airline itinerary, the conditions "For all other Renters" described below will apply.

For all other Renters: The Vehicle may not be used outside the States of Florida, Georgia and Alabama (the "Region"). If the Vehicle is operated outside the Region, we will charge you a fee of USD 0.50 for each mile the Vehicle has been driven during your rental. The fee does not limit in any way the total amount or any compensation owed to us under this Agreement.

For One-Way Rentals: If you have a reservation for a one way rental to return the Vehicle in a state other than the state of pick-up (as shown on the Face Page), the territorial restrictions described above do not apply. However, you may only use the Vehicle in the continental United States, Ontario British Columbia, Canada.

We are enrolling you in the Sixt Express Master Agreement, a program designed to make your next rental from Sixt proceed more efficiently. The benefits of the Sixt Master Agreement are given to you at no cost. The details are explained in Paragraph 13 of the terms and Conditions and elsewhere on the rental jacket.

Upon handover, vehicle free from damage except for the damage marked with an asterisk (*).

Vehicle Condition: It is your responsibility to inspect the Vehicle for damage before leaving our facility. If you discover damage, return to our office and notify us of the damage.

By signing below, you agree to the Terms and Conditions printed on the rental jacket and to the terms found on this Face Page, which together constitute this Agreement. You acknowledge that you have been given an opportunity to read this Agreement before being asked to sign it, and that all information you have provided is true and correct.

Your signature constitutes your agreement to purchase the optional products described above. Your signature allows us to process credit or debit card vouchers in your name for all amounts due us under this Agreement.

You permit us to reserve against your card at the beginning of the rental an amount up to three times the estimated total charges, but in no event less than USD 250. You authorize us to charge your credit/debit card after the rental concludes for all unpaid tolls, toll and parking violations and fines or penalties assessed against you, us, or the Vehicle during the rental plus our administrative fee of USD 40.00 for each such charge.

your rental and credit/debit card information to the charging authorities for processing purposes.

You want to extend your current rental period or get an overview of your previous rents? Then register or log in at www.sixt.com/mysixt, your online customer portal.

You have been served by Ms Toussaint

Signature: 9350558940 3
+++++

Thank you for choosing Sixt. Have a pleasant journey!

Internet: www.sixt.com
E-Mail: reservations-usa@sixt.com , customerservice-usa@sixt.com
Call: +1(888)749-8227 Fax: +1(888)722-2980



sixt.com
reservations-usa@sixt.com



Reservations - Roadside Assistance -
Customer Service
+1 888 SIXTCAR (749 8227)



GDS System Codes: SX



Download Sixt App for iPhone, iPad,
Android, BlackBerry or Windows



Partners: sixt.com/sixt-partners



Sixt USA Headquarters
Sixt rent a car, LLC
P.O. Box 460967
Fort Lauderdale, FL 33346



@sixtusa | #sixtrentacar

Your feedback is important to us, please review us:
sixt.com/review-us

Ready to rent.

Terms and Conditions Rental Jacket.



powered by SIXT

Drying little tears.

The Regine Sixt Children's
Aid Foundation - the corporate
social responsibility project of
Sixt in 105 countries.
drying-little-tears.com

BH162000.nov16

Rental Agreement Terms and Conditions

1. Definitions. "Agreement" means the Terms and Conditions on this page and the provisions found on the Face Page. "You" or "your" means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver, and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our", or "us" means Sixt rent a car, LLC. "Additional Driver" means a person we list on the Face Page of this Agreement. "Authorized Driver" means the renter, any Additional Driver, and any individual permitted by state law to operate the Vehicle. For rentals with pick-up locations in California, Nevada, New York, and Texas, "Authorized Driver" includes your spouse; your employer and co-workers who are engaged in business activity with you. For rentals with pick-up locations in Texas, "Authorized Driver" also includes employees who are engaged in business activity with you. For renters with pick-up locations in New York and Texas, "Authorized Driver" also includes any person who drives the Vehicle to a medical or police facility under circumstances reasonably believed to constitute an emergency. Each Authorized Driver must have a valid driver's license and, at most locations, be at least age 21. For renters with pick-up locations in New York, the renter and renter's spouse must be at least 18 years old. **Authorized Drivers are the only persons permitted to drive the Vehicle.** "Vehicle" means the motor vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents, but "Vehicle" does not include portable navigation devices or other optional equipment ("Optional Equipment") that you rent from us. "LDW" means Loss Damage Waiver. "PDW" means Partial Loss Damage Waiver, and is not offered in the states of California and Nevada. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose (including, but not limited to non-rental uses such as general display of the Vehicle, display of the Vehicle for sale, non-revenue transportation by employees) due to damage to or loss of the Vehicle during your rental. "Diminished Value" means the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement. "Vehicle License Fee" means our estimate of the average per day per vehicle portion of charges imposed by governmental authorities on us, including our total annual vehicle licensing, titling, plating, inspection, and registration costs, or to recover other similar charges as permitted by applicable law.

2. Rental, Indemnity and Warranties. This is a contract for rental of the Vehicle. We may terminate this Agreement and repossess the Vehicle at your expense without notice to you, if you breach this Agreement or if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.** You agree not to alter the vehicle or any Optional Equipment. If you or an Authorized Driver determine the Vehicle or any Optional Equipment is unsafe, you or the Authorized Driver shall stop operating the vehicle or Optional Equipment and notify us immediately.

3. Telematics Notice and Release. You acknowledge that the Vehicle may be equipped with a telematics device, global positioning satellite ("GPS") technology, an electronic locator device, and/or an event data recorder. We may find, monitor, or disable the Vehicle through such systems if we deem it necessary, without warning or notice, to the extent permitted by applicable law. Remote monitoring may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that we may deem necessary. You should have no expectation of privacy related to the use of this Vehicle. We are not responsible for the operability of any telemat-

ics navigational or other system included with the vehicle. You acknowledge these systems may use cellular telephone, wireless technology, or radio signals to transmit data, and therefore your privacy cannot be guaranteed. You authorize any person's use or disclosure of or access to location information, automatic crash notification, and operational vehicle reporting conditions of Vehicle as permitted by law. You shall inform any and all drivers and passengers of vehicle of the terms of this section and that you have authorized release of information as provided herein. You agree to release us and agree to indemnify, defend and hold us harmless for any damage to persons or property cause by failure of the telematics device to operate properly, or otherwise arising from the use of the telematics device. Third party telematics service providers are not our agents, employees, or contractors.

4. Condition and Return of Vehicle. You must return the Vehicle to our rental office or other location we identify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned to any other office or location or left somewhere other than the office or location identified by us, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it. In addition, you authorize us to charge your credit or debit card a one-way charge or service fee plus any additional costs incurred by us in the return of the Vehicle. If the Vehicle is returned after closing hours, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval. You must check and maintain all fluid levels, check that the Vehicle is in a roadworthy condition, lock the Vehicle at all times when you are not operating it, and return the Vehicle with at least the same amount of fuel as when rented. No refund or credit shall be issued if you return the Vehicle with a greater amount of fuel than when you received it.

FOR RENTALS WITH PICK-UP LOCATIONS IN FLORIDA— Failure to return rented property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida statutes.

FOR RENTALS WITH PICK-UP LOCATIONS IN ARIZONA— You will be in violation of A.R.S. §13-1806 if the Vehicle is not returned within 72 hours of the date and time the Vehicle is due back. If you fail to return the Vehicle within 72 hours of the date and time due in, you may be found guilty of a Class 5 felony that could result in a fine of up to \$150,000 per charge and/or imprisonment of up to 7.5 years.

5. Responsibility for Damage or Loss; Reporting to Police; for Tolls and Parking Violations. You are responsible for all damage to, and for loss or theft of, the Vehicle including damage caused by weather, road conditions and acts of nature, even if you are not at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle. You are also responsible for Loss of Use (without regard to fleet utilization), Diminished Value, and our administrative expenses incurred processing a claim. You must report all accidents and incidents of theft and vandalism to us and the police as soon as you discover them. You are responsible for paying the charging authorities directly all parking citations, toll fees, fines for toll evasion, and other fees, fines and penalties assessed against you, us, or the Vehicle during this rental. If you fail to pay any of these charges and we pay any part of them, you will reimburse us for all such charges and,

in addition, pay us an administrative fee of \$40 for each such charge. For rentals with pick-up locations in the state of California, we will be responsible for any fines assessed against you, us, or the Vehicle that are based solely on the Vehicle's lack of toll transponder. **Your responsibility for damage to or loss of the Vehicle is limited by law in the following jurisdictions:**

FOR RENTALS WITH PICK-UP LOCATIONS IN CALIFORNIA – You are responsible for all damage to and loss of the Vehicle caused by collision whether or not you are at fault. Your responsibility will include: (a) all physical and mechanical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle calculated in accordance with California law; (ii) if we determine that the Vehicle is repairable: the reasonable estimated retail value or actual cost of repair; (b) an administrative fee in accordance with California Law; and (c) our actual charges for towing, storage, and impound fees. You are also responsible for missing equipment. You are responsible for loss due to theft of the Vehicle and all damage due to vandalism that occurs in connection with a theft, if you fail to exercise ordinary care while in possession of the Vehicle. You are responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$500. Permitting a person who is not an Authorized Driver to use the Vehicle is not an exercise of ordinary care, but a willful and reckless act, and is a breach of this Agreement.

FOR RENTALS WITH PICK-UP LOCATIONS IN NEVADA, NOTICE ABOUT RENTER'S FINANCIAL RESPONSIBILITY – You are responsible for mechanical damage to the Vehicle resulting from your deliberate or negligent act or omission, and all physical damage to the Vehicle regardless of cause, measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle calculated in accordance with Nevada Revised Statutes §§ 482.3154 and 482.31535 ; (ii) if we determine that the Vehicle is repairable, the reasonable estimated retail value or actual cost of repair. You also are responsible for Loss of Use without regard to fleet utilization and excluding optional charges from the calculation; administrative expenses as permitted under Nevada Revised Statutes §§ 482.3154 and 482.31535; and our actual charges for towing, storage and impound fees. Your responsibility for physical damage to the Vehicle and Loss of Use resulting from vandalism not related to theft of the Vehicle and not caused by the renter will not exceed \$2,500. You are not responsible for loss or damage to the Vehicle resulting from theft or vandalism related to the theft if you have possession of the ignition key or you establish that the ignition key was not in the Vehicle at the time of the theft; you file an official report of the theft with the police within 24 hours of learning of the theft, and you cooperate with us and the police in providing information regarding the theft; and neither you nor an Authorized Driver committed or aided in the commission of the theft.

FOR RENTALS WITH PICK-UP LOCATIONS IN NEW YORK – You are responsible for (a) all physical damage to the Vehicle, whether or not you are at fault; (b) mechanical damage related to an accident or caused by your abuse or neglect; and (c) theft of the Vehicle up to its fair market value if it is established that an Authorized Driver failed to exercise reasonable care or that an Authorized Driver committed, aided, or abetted in the theft of the Vehicle. You are responsible for the lesser of: (a) the actual and reasonable costs incurred to repair the Vehicle, including fees for towing, storage, and impound; (b) the reasonable costs that would have been incurred to repair

the Vehicle if we elect not to repair; or (c) the actual cash value of the Vehicle immediately before the damage (not to exceed the fair market value, less net disposal proceeds).

a. Optional Automated Toll Service. If you elect to purchase the automated toll service ("TX") offered at your pickup location, you may use automated toll lanes ("Toll Lane") within the States where the Vehicle is registered with the toll road services, as stated on the Face Page, an unlimited number of times without paying tolls. The TX fee is payable to us even if you do not use a Toll Lane that accepts payment through the toll service registrations. Where no Toll Lane is available, or if a Toll Lane does not accept payment, you must use the cash lanes and pay the toll at the toll site. We will not give credit or refund against the TX fee for cash toll payments. If you do not elect to purchase TX and you drive through a Toll Lane, you will pay us an administrative fee of \$5 plus the applicable toll fee for each time you drive through a Toll Lane during your rental.

b. Optional Equipment. Upon request and subject to availability, we offer certain Optional Equipment, including but not limited to, Child Seats and Global Positioning Devices, for your use during the rental at an additional charge. All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented. Optional Equipment is not part of the car. You are responsible for any loss or damage to any Optional Equipment regardless of the cause, even if you have accepted LDW or PDW. You should review the operational instructions for all Optional Equipment before leaving the rental location. If you rent a Child Seat from us, you have the sole responsibility to inspect and properly install the seat yourself. We make no warranties, express, implied or apparent, regarding the Child Seat or any other Optional Equipment, no warranty of merchantability, and no warranty that the Child Seat or any other Optional Equipment is fit for a particular purpose. You are responsible for all injury or damage arising out of, or related to your use of the Child Seat, or any other Optional Equipment. If you choose to rent a Global Positioning Device ("GPS") from us, you are responsible for returning it in the same condition as when rented with all accessories provided, including the carrying case, the car charger, the windshield mount, and, in states where provided, the console beanbag mount ("GPS Accessories"). If the GPS or GPS Accessories are lost or damaged so as to, in our sole opinion, require repair or replacement, you will pay us the fair market value for its repair or replacement.

6. Loss Damage Waiver; Prohibited Use of the Vehicle; Breakdown Assistance. LDW and PDW are not insurance, are optional, and may duplicate other coverage that you have. If you purchase LDW or PDW, we waive your responsibility for the portion of damage to or loss of the Vehicle that is stated on the Face Page. **PDW IS NOT AVAILABLE IF YOU PICK-UP YOUR RENTAL IN THE STATES OF CALIFORNIA OR NEVADA.** We will not waive your responsibility, even though you purchased LDW or PDW, if you gave us false, fraudulent or misleading information prior to the rental or during the rental, and we would not have rented the Vehicle to you or extended the rental period, if we were given true information; or if you fail to notify us and the police of an accident, theft or vandalism involving the Vehicle, or if damage to or loss of the Vehicle is the result of a prohibited use, including damage or loss that: (a) is caused by anyone who is not an Authorized Driver; (b) is caused by anyone under the influence of a drug or alcohol; (c) occurs while the Vehicle is used during the commission of a crime, other than a minor traffic violation; (d) occurs while carrying persons or property for hire, while pushing or towing anything, during any race, speed test or contest, or while teaching anyone to drive; (e) results from carrying dangerous, hazardous, or illegal material; (f) results from use of the

Vehicle outside the geographic area specified on the Face Page, or from use in Mexico; (g) is caused by driving on unpaved roads; (h) occurs while transporting more persons than the Vehicle has seat belts, while carrying persons outside the passenger compartment, or while transporting children without approved child safety seats as required by law; (i) occurs when the odometer has been tampered with or disconnected; (j) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) is caused by carrying anything on the roof, trunk or hood of the Vehicle, or by inadequately secured cargo inside the Vehicle, or by an animal transported in the Vehicle; (l) occurs when the Vehicle is unlocked, or the keys or key fob are lost, stolen or left in the Vehicle when not operating it; (m) is caused, where applicable, by anyone who lacks experience operating a manual transmission; (n) results from failure to allow sufficient height or width clearance; (o) results from your willful, wanton or reckless act or misconduct; (p) results from fueling with a type of fuel improper for the specific Vehicle; or (q) results from driving or operating the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode. In the event of a loss due to theft of the Vehicle, we will not waive your responsibility for the loss unless you return to us all the Vehicle keys or ignition devices we gave you at the time of rental.

FOR RENTALS WITH PICK-UP LOCATIONS IN CALIFORNIA – NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER. You are responsible for all collision damage to the Vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, and towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the vehicle rental transaction, may cover all or part of your financial responsibility for the Vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of the deductible, if any, for which you may be liable. Further, if you use a credit card that provides coverage for your potential liability, you should check with the issuer to determine if you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. We will not hold you responsible if you buy LDW. But LDW will not protect you if:

(a) Damage or loss results from an Authorized Driver's (i) intentional, willful, wanton, or reckless conduct, (ii) operation of the Vehicle under the influence of drugs or alcohol in violation of Section 23152 of the Vehicle Code, (iii) towing or pushing anything, or (iv) operation of the vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions. (b) Damage or loss occurs while the Vehicle is (i) used for commercial hire, (ii) used in connection with conduct that could be properly charged as a felony, (iii) involved in a speed test or contest or in driver training activity, (iv) operated by a person other than an Authorized Driver, or (v) operated outside the United States. (c) An Authorized Driver who has (i) provided fraudulent information to us, or (ii) provided

false information and we would not have rented the vehicle if we had instead received true information.

FOR RENTALS WITH PICK-UP LOCATIONS IN NEVADA — You are responsible for damage to the Vehicle. You may also be responsible for the cost of repair of the vehicle, loss of use, towing, storage, and impound fees. This Agreement offers, for an additional charge, a Loss Damage Waiver to cover your financial responsibility for damage to or loss of the Vehicle. The purchase of a Loss Damage Waiver is optional and may be declined. Your own auto insurance may cover all or part of your financial responsibility for the Vehicle, so you should determine the extent of your coverage before deciding whether to purchase a Loss Damage Waiver. We will not waive your responsibility, even though you purchased LDW if: if an Authorized Driver provided us with fraudulent information or false information and we would not have rented the Vehicle had we received true information, if the Vehicle is operated by a person other than an Authorized Driver, or if damage or loss to the Vehicle (a) results from an Authorized Driver's: (i) intentional, willful, wanton, or reckless conduct; (ii) operation of the Vehicle while intoxicated in violation of Nevada Revised Statutes 484C.110; or (iii) use of the Vehicle to push or tow anything, or on an unpaved road if the damage or loss is a direct result of the road or driving conditions; or (b) occurs when the Vehicle is: (i) used for hire, involved in a speed test, speed contest, or driver training activity; (ii) used in connection with conduct that constitutes a felony; or (iii) operated outside the United States or outside of the States of Nevada, Arizona, California, Idaho, Oregon and Utah, unless this Agreement expressly provides that the Vehicle may be operated in other locations. In addition, LDW may be invalidated if damage or loss results from the theft of the Vehicle by an Authorized Driver or a person aided or abetted by an Authorized Driver (the Authorized Driver is presumed not to have committed or to have aided and abetted in the theft if the renter has possession of the ignition key or establishes that the ignition key furnished by us was not in the car at the time of the theft; files an official report of the theft with an appropriate law enforcement agency within 24 hours of learning of the theft; and cooperates with us and the law enforcement agency in providing information concerning the theft).

FOR RENTALS WITH PICK-UP LOCATIONS IN NEW YORK – NOTICE: This contract offers, for an additional charge, optional vehicle protection to cover your financial responsibility for damage or loss to the rental vehicle. The purchase of optional vehicle protection is optional and may be declined. You are advised to carefully consider whether to purchase this protection if you have rental vehicle collision coverage provided by your credit card or automobile insurance policy. Before deciding whether to purchase optional vehicle

protection, you may wish to determine whether your credit card or your vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under such coverage.

You may void your purchase of LDW or PDW within 24 hours of purchase in person with the Vehicle at our office at no charge, PROVIDED THAT, the rental is for at least 2 days and you sign our cancellation form. We will not waive our right to collect from you for damage to or loss of the Vehicle if the damage or loss: (a) is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver; (b) arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs; (c) we entered into the rental transaction based on fraudulent or materially false information supplied by the renter or other Authorized Driver; (d) arises out of the use of the Vehicle while engaged in the commission of a crime other than a traffic infraction; (e) arises out of the use of the Vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off road, or for driver's training; (f) arises out of the use of the Vehicle by a person other than: an Authorized Driver; a duly licensed parent or child over the age of 18 who permanently resides in the same household; or a parking valet or parking garage attendant for compensation and in the normal course of employment; (g) arises out of the use of the Vehicle outside of the continental United States, unless specifically authorized by this Agreement. We also will not waive our right to collect from you for damage to or loss of the Vehicle if an Authorized Driver fails to comply with the requirements for reporting damage or loss as required by New York law.

Upon return of the Vehicle or within 72 hours of its return, an Authorized Driver or his or her insurer must notify us that he or she wishes to inspect the damaged Vehicle, or else the right to inspection will be waived. The inspection must be completed within 7 days of the Vehicle's return date. If we determine that the Vehicle is a total loss and subject to salvage, the 72-hour notification period and waiver do not apply, and the Authorized Driver or his or her insurer will have 10 business days from receipt of notification from us to inspect the damaged Vehicle, unless we agree to provide access to the Vehicle beyond the 10 business-day time period.

FOR RENTALS WITH PICK-UP LOCATIONS IN TEXAS – NOTICE: Your rental agreement offers, for an additional charge, an optional waiver to cover all or a part of your responsibility for damage to or loss of the vehicle. Before deciding whether to purchase the waiver, you may wish to determine whether your own automobile insurance or credit card agreement provides you coverage for

rental vehicle damage or loss and determine the amount of the deductible under your own insurance coverage. The purchase of the waiver is not mandatory. The waiver is not insurance. Any LDW or PDW purchased by you will be invalidated, and we will not waive our right to hold you financially responsible for loss of or damage to the Vehicle, if you provided fraudulent information to us and we agreed to rent the Vehicle to you based on that information, or if damage to or loss of the Vehicle: (a) occurs as a result of an Authorized Driver's willful and wanton misconduct, or is intentionally caused by an Authorized Driver; (b) results from use of the Vehicle by a person who is under the influence of an intoxicant that impairs driving ability, including alcohol, an illegal drug, or a controlled substance; (c) occurs during the commission of a crime other than a traffic violation; (d) occurs when the Vehicle is used by anyone other than an Authorized Driver; (e) arises out of the use of the Vehicle outside the continental United States, unless that use is specifically authorized elsewhere in this Agreement; or (f) arises out of the use of the Vehicle (i) to carry persons or property for hire, (ii) to push or tow anything, (iii) to engage in a speed contest, or (iv) for driver's training.

a. Lost or Damaged Keys or Key Fobs. Even if you purchase LDW or PDW and do not violate the terms detailed in paragraph 6 above, you will be responsible for the following: a) a service fee for replacing the keys or key fob and delivering replacement keys or key fobs or towing the Vehicle to the nearest Sixt location if you lose the keys or key fob to the Vehicle; and b) a service fee for delivering replacement keys or key fob or towing the Vehicle to the nearest Sixt location if you lock the keys or key fob in the Vehicle and request assistance from Sixt, flat tire service, and jumpstarts.

b. Roadside Assistance. If you purchase the optional Roadside Assistance, we will provide you with 24/7 breakdown assistance (where available) without additional charge. Roadside Assistance includes replacement of lost keys or key fobs, flat tire service, jumpstart, and key lockout services. Cost of a replacement tire is not covered by Roadside Assistance. When deciding whether to purchase Roadside Assistance, you may wish to check whether you have other coverage for the services. **ROADSIDE ASSISTANCE IS NOT INSURANCE AND IS OPTIONAL. ROADSIDE ASSISTANCE IS VOID IF YOU ARE IN BREACH OF THIS AGREEMENT, INCLUDING THE PROHIBITED USES IN PARAGRAPH 6. For rentals with pick-up locations in California and Nevada, Roadside Assistance does not include replacement of lost keys or remote entry devices.**

7. Insurance. You are responsible for all damage or loss you cause to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage. To the extent such protection is imposed by operation of law, that protection will be for the minimum limits re-

quired by applicable law. The Policy applies only in the United States or Canada, and the Vehicle may not be taken into Mexico under any circumstances. Coverage under the Policy is void if you violate the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us or our insurer. Giving the Vehicle to an unauthorized driver terminates our liability insurance coverage, if any. You grant us a limited power of attorney to present claims to your insurance carrier for damage to or loss of the Vehicle that occurs while you are responsible for the Vehicle.

FOR RENTALS WITH PICK-UP LOCATIONS IN FLORIDA— The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736, Florida Statutes.

FOR RENTALS WITH PICK-UP LOCATIONS IN ARIZONA— Our liability insurance does not cover injuries to passengers in the Vehicle. The owner does not extend any of its motor vehicle financial responsibility or provide public liability insurance coverage to the renter, authorized drivers or any other driver.

FOR RENTALS WITH PICK-UP LOCATIONS IN CALIFORNIA— The purchase of optional insurance products is not required to rent the Vehicle. Optional insurance products that we sell may provide coverage that duplicates coverage provided by your personal automobile liability policy or by another source of coverage. We are not qualified to evaluate the extent of your existing auto liability coverage. Optional insurance products are provided under individual policies issued to you, or issued to you under a group or master policy issued to us by an insurer authorized to transact the applicable insurance business in the State of California.

8. Charges and Costs. You will pay us at or before the conclusion of this rental, or on demand, all charges due us under this Agreement, including the charges and fees shown on the Face Page and: (a) a mileage charge based on our experience if the odometer is tampered with; (b) any taxes, surcharges or other government-imposed fees that apply to the transaction; (c) all expenses we incur locating and recovering the Vehicle if you fail to return it, return it to a location or office other than the location or office identified by us, or if we elect to repossess the Vehicle under the terms of this Agreement; (d) all costs including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (g) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented or if there is evidence of smoking in our Vehicle; and, (h) towing, impound, storage charges, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental. Special rental rates, vehicle category upgrades or any equipment or services provided to you free of charge only apply to the initially agreed upon rental period: If you return the Vehicle after the Due-In Date, you may be charged the standard rates for each day (or partial day) after the Due-In Date, which may be substantially higher than the rates for the initially agreed rental period. You also may be charged the standard fees for each day (or partial day) after the Due-In date for any equipment or services provided to you without charge for the initially agreed upon rental

period. You will not receive a refund of prepaid amounts if you return the Vehicle before the Due-In Date. All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer.

9. Deposit. You permit us to reserve against your credit or debit card at the beginning of the rental an amount up to three times the estimated total charges as a deposit, in no event less than \$100, or the amount listed on the Face Page. For Vehicles in the executive or luxury categories you authorize us to reserve up to \$5,000 against your credit or debit card. We may use your deposit to pay any amounts owed to us under this Agreement. The deposit amount does not limit in any way the total amount owed to use under this Agreement. We will authorize the release of any excess Reserve upon the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately available.

10. Your Property. You release us, our agents and employees from all claims for loss of or damage to your personal property, including digital data or information from any mobile device that you link to any telematics device or system in the Vehicle, or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

11. Breach of Agreement. The acts listed in Paragraph 6 are prohibited uses of the Vehicle and breaches of this Agreement. **YOU WILL BREACH THIS AGREEMENT IF YOU ALLOW ANY PERSON OTHER THAN THE RENTER OR AN AUTHORIZED DRIVER TO OPERATE THE VEHICLE. IF AN UNAUTHORIZED DRIVER DAMAGES THE VEHICLE OR INJURES OTHERS, WE WILL HOLD YOU RESPONSIBLE FOR THE DAMAGE.** You waive all recourse against us for any criminal reports or prosecutions taken against you by law enforcement arising out of your breach of this Agreement.

12. Modifications. No term of this Agreement can be waived or modified except by a writing signed by one of our expressly authorized representatives. Sixt counter representatives are not authorized to waive or change any term of this Agreement. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment from us by the Due-In Date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

13. Severability. If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

14. Waiver; Jurisdiction. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. To the extent permitted by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

15. Sixt Express Master Agreement. We will store your personal data and your signature that appears in this Agreement in order to more efficiently process future rentals with us or other companies of the Sixt group. We may either accept your signature on the Face Page as your signature on future rental agreements, or ask for your signature at the time of a future rental. We refer to this system as the Sixt Express Master Agreement. There is no cost to you associated with this service.

16. Personal Data. You grant us permission to disclose your personal data to other companies of the Sixt group and third parties for the purpose of keeping you informed of the products or services offered by the Sixt group as well as products and services related to the rental of vehicles. You can choose to "opt out" of the use of your personal data in this way by sending a written request to: Personal Data, Sixt rent a car, LLC, PO Box 460967, Fort Lauderdale, Florida 33316-0967. Notwithstanding the foregoing, we may still disclose your personal data as reasonably necessary for legitimate business purposes. Disclosure for such purposes may include, but is not limited to, disclosure in compliance with law or to public authorities, credit entities, insurance companies, law firms, intermediaries used for booking your rental, debt collection agencies, or to any other person or entity necessary to enforce these terms and conditions.

FOR RENTALS WITH PICK-UP LOCATIONS IN MIAMI-DADE COUNTY, FL – NOTICE: Section 316.613, Florida statutes, requires every operator of a motor vehicle transporting children age 5 and under to properly use a federally approved, crash-tested child restraint device. This car rental company has federally approved crash-tested child restraint devices available for rent.

Sección 316.613, estatutos de la Florida, requiere que cada operador de un vehículo transportando niños de 5 años de edad o menor debe utilizar correctamente una silla de auto aprobado por el gobierno federal a prueba de accidentes. Esta empresa de alquiler de automóviles tiene sillas de auto para niños aprobadas por el gobierno que están disponibles para el alquiler.

Sektion 316.13 nan stati lwa Floride la di ke chack moun' ki ka opere yon machinn kap transporte ti moun ki gen 5 an ou mwens, fo ke yo itilize yon machin' n ke goudenmen approve chèn ti moun' n ke yo teste. Kompayi lokasyon sa gen chèn sa yo ke goudenmen approve pou lwe.

SUMMARY OF THE NATIONAL CASUALTY COMPANY
SUPPLEMENTAL LIABILITY INSURANCE POLICY
THE SUMMARY IS WRITTEN BY NATIONAL CASUALTY COMPANY
Supplemental Liability Insurance (SLI) by: National Casualty Company, Home Office: Madison, Wisconsin Administrative Office: 8877 North Gainey Center Drive, Scottsdale, Arizona 85258, 1-800-423-7675 • Fax (480) 483-6752. In the event of an accident: Contact the Police immediately

Fill out the Rental Vehicle Accident Report

Fax all the documents to the

Scottsdale Insurance Group Home Office Claims: 480-483-6752

If serious injury/fatality call 800-423-7675

This coverage may duplicate other coverage already available to you under other insurance available to you. The purchase of this insurance is not required to rent a vehicle.

Supplemental Liability Insurance (SLI) protects you against claims made by a third party for "bodily injury" and/or property damage sustained as a result of an accident while you are operating a "rental vehicle."

This coverage is excess over the minimum Financial Responsibility Limits.

Supplemental Liability Insurance (SLI) does not cover all situations that may arise while operating a "rental vehicle." This policy summary is only a condensed version of the entire Supplemental Liability Excess Policy.

A complete copy of the Supplemental Liability Excess Policy is available for your review from your rental agent.

Throughout this Policy, the words "we," "us" and "our" refer to the company named in the Declarations. In addition, certain words or phrases that appear in quotation marks have special meaning. Refer to the Supplemental Liability Excess Policy for a complete list of definitions.

SECTION I — EXCESS LIABILITY COVERAGE

Coverage We will pay the "ultimate net loss," in excess of the "minimum financial responsibility liability limits," to which this coverage applies, provided that:

- It results from an "accident" involving a "rental vehicle";
- The "accident" occurs while the "rental agreement" is in effect and the "rental agreement" becomes effective during the policy period; and
- "Excess rental liability insurance" has been elected by the "renter" at the origin of the "rental agreement."

Who Is An Insured Only the following are "insureds" under this excess policy:

- The "policyholder" shown in the Declarations.
- The "renter" who has:
 - Entered into a "rental agreement" with the "policyholder" shown in the Declarations; and
 - Elected under the "rental agreement" to purchase optional "excess rental liability insurance."
- Additional "authorized drivers" as defined herein.

Who Is An Authorized Driver

- Only the following are "authorized drivers" under this excess policy:
 - A driver whose name is listed on the original "rental agreement"; or
 - A driver designated by description, if any, in the "rental agreement."
- Any driver who does not meet one of the conditions above is not an "authorized driver," even if:
 - That driver had the permission of an "insured"; or
 - That driver is covered by the "underlying insurer" for the "minimum financial responsibility liability limits."

Limit Of Insurance Regardless of the number of "insureds," "rental vehicles," premiums paid, claims made or vehicles involved in the "accident," for each "rental agreement" the most we will pay for the "ultimate net loss," resulting from any one "accident," is the difference between the dollar amount shown in the Declarations and the "minimum financial responsibility liability limits."

Exclusions This insurance does not apply to any of the following:

- "Bodily injury" or "property damage" arising out of the use, or permitting the use, of a "rental vehicle":
 - By any driver other than the "renter" or an "authorized driver";
 - By any driver while under the influence of drugs or alcohol;
 - For any illegal purpose;
 - To carry persons or property for hire;
 - To tow or propel any other auto;
 - In any race, contest or training activity;
 - Off-road or on unpaved roads that are not regularly maintained; or
 - By any violation of the "rental agreement."
- Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law; or any similar law, in any jurisdiction.
- "Bodily injury" to "renter" or any "family member," if such "family member" resides in the same household with the "renter" and any "authorized driver" while driving the "rental vehicle."
- "Property damage" to the "rental vehicle."
- "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured."

SECTION II — CONDITIONS

Loss Conditions Duties In The Event Of Accident, Claim Or Suit

- In the event of "accident," claim or "suit" that is likely to involve this Policy, the "policyholder" or the "insured" must give us or our authorized representative prompt notice of the "accident." Include:
 - How, when and where the "accident" occurred;
 - The "insured's" name and address; and
 - To the extent possible, the names and addresses of any injured persons and witnesses.

Legal Action Against Us No one may bring a legal action against us under this Policy until:

- There has been full compliance with all the terms of this Policy.

Appeals If an "insured" or "underlying insurer" elects not to appeal judgments in excess of the "minimum financial responsibility liability limits," we may elect¹ to appeal such judgments at our own expense, but in no event shall our liability for the "ultimate net loss" exceed the Limit Of Insurance plus expenses incurred in such an appeal.

Transfer Of Rights Of Recovery Against Others To Us

- If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" to impair them.

General Conditions

Attachment of Liability

- Liability under this Policy shall not attach until the "minimum financial responsibility liability limits" have been exhausted by payment of judgments or settlements and the "insured" has become legally obligated to pay the "ultimate net loss" in excess of such "minimum financial responsibility liability limits."

Coverage Territory

- The coverage territory is as stated in the "rental agreement" and is further limited to:
 - The United States of America;
 - The territories and possessions of the United States of America;
 - Puerto Rico; and
 - Canada.

SECTION III — DEFINITIONS

- "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from these.
- "Insured" means any person qualifying as an "insured" in **WHO IS AN INSURED (SECTION I)**.
- "Minimum financial responsibility liability limits" means the minimum limits specified by a compulsory or financial responsibility law of the applicable jurisdiction.
- "Rental agreement" means any written agreement, stating a period of less than one year, entered into setting forth the terms and conditions governing the use of a vehicle provided by the rental car company.
- "Rental vehicle" means the "auto" rented or leased by the "renter" from the "policyholder" and described in the "rental agreement."
- "Renter" means any person obtaining the use of an "auto" from the "policyholder" (rental car company or its franchisee) under the terms of a "rental agreement."
- "Ultimate net loss" means all sums for which an "insured" becomes legally obligated to pay, as damages for "bodily injury" and "property damage" combined. "Ultimate net loss" will be reduced by deduction for all salvage or recoveries which have been or will be paid.
- "Underlying insurer" means the insurance company or the certified self-insurer who provides the "minimum financial responsibility liability limits."

Personal Accident Insurance (PAI) underwritten by ACE USA, with its Executive Offices at 436 Walnut St, Philadelphia, PA 19106. For further information please read the PAI policy available for you at any Sixt counter. The policy is underwritten by ACE USA.

EXHIBIT C



Sixt Rent A Car, LLC, PO Box 460967, Ft. Lauderdale, FL 33346-0967

CALDERON
PHILIPPE
108 BILBAO STREET

ROYAL PALM BEACH FL 33411

01/30/2017

Damage No.:	SX-9052483983-1-801-85	<i>(please mention always)</i>
Registration No.:	FL-AEUQ55	
Date of damage:	04/04/2016	
Rental Agreement No.:	9336235480	
Rental period:	04/01/2016 until 04/04/2016	
Drivers name:	CALDERON PHILIPPE	

32723

Dear Sir or Madam

Per your request, we have thoroughly reviewed the complete file for the above mentioned damage number. Unfortunately, we have decided to continue financial pursuit of this claim and would like to explain our reasoning. Upon return of your rental new damage was documented by the rental branch. When any customer takes possession of a rental vehicle, Sixt always provides a rental agreement which lists the previously unrepaired damages for you to review. Per the rental agreement, you are advised to check the rental vehicle yourself for any undocumented damage(s) prior to leaving the rental facility. In the event you find any damage(s), it is your responsibility to notify a Sixt employee to document the damage. We have no record of you advising of any prior undocumented damage.

After many years in this business, we certainly know not every incident will be noticed or is personally caused by the renter. Our return process follows comparable quality standards at every Sixt rental branch. The renewed contract with the rental branch shows no variances at the time the damage was documented.

We kindly ask for your understanding, given the background and extent of the damages, we are asserting our right to claim damage compensation from you as per the rental contract you agreed to.



Attached to this letter you find the basis of calculation.

We kindly ask you to settle the outstanding amount no later than 02/13/2017 to Sixt Rent A Car LLC at the address listed below. Please ensure our damage number is quoted on all correspondence. You can make payment by check or credit card. If you would like us to debit your credit card please fill out and sign the accompanying authorization form.

If you have questions about payment options, feel free to contact us at any time for further information.

In case of objections against our existing claim we kindly ask that you to contact us in written form.

If you send us any additional documents please be so kind to always mention our damage number.

Sincerely Yours

Sixt Rent A Car, LLC
Attn: Claims Department
PO Box 460967
Ft. Lauderdale, FL 33346- 0967

Phone: +1 888 749 8555
Fax: +1 888 365 1244
email: claimsmanagement-usa@sixt.com

This letter is computer printed and is valid without signature.

* EUR 0.20 (incl. VAT) per call from a German landline; EUR 0.60 (incl. VAT) per call from German mobile networks



01/30/2017

I N V O I C E Damage No.: 9052483983

Rep. Costs per Engineer Report		667.24	USD
Admin Fee		170.00	USD
Diminution of Value		166.81	USD
Loss of Use Costs	3,0 day(s) per 34,20	102.60	USD
Engineer Fee		25.00	USD
Partial Damage Waiver		-500.00	USD
<hr/>			
Sum		631.65	USD
		=====	

Damage compensation is not subject to tax.

If you wish to settle te invoice of 631.65 USD by credit card please provide the full credit card details below and return to Accident Claims Unit details on covering letter.

Type of Card (i.e. AE, Visa): _____

Credit Card Number: _____

Expiry Date: _____

Full Name on Card: _____

Date: _____

Signature: _____

PLEASE QUOTE OUR DAMAGE NUMBER 9052483983 ON ALL PAYMENTS AS REFERENCE.



Sixt Rent A Car, LLC, P.O. Box 8188, Fort Lauderdale, FL 33310

MARIN
 ANCIZAR
 REDACTED

[REDACTED]

04/16/2019

Damage No.:	SX-9056499853-1-800-85	<i>(please mention always)</i>
Registration No.:	AZ-CEJ1656	
Date of damage:	03/07/2019	
Rental Agreement No.:	9395408899	
Rental period:	03/05/2019 until 03/07/2019	
Drivers name:	MARIN ANCIZAR	

32723

Dear Sir or Madam

Per your request, we have thoroughly reviewed the complete file for the above mentioned damage number. Unfortunately, we have decided to continue financial pursuit of this claim and would like to explain our reasoning. Upon return of your rental new damage was documented by the rental branch. When any customer takes possession of a rental vehicle, Sixt always provides a rental agreement which lists the previously unrepaired damages for you to review. Per the rental agreement, you are advised to check the rental vehicle yourself for any undocumented damage(s) prior to leaving the rental facility. In the event you find any damage(s), it is your responsibility to notify a Sixt employee to document the damage. We have no record of you advising of any prior undocumented damage.

After many years in this business, we certainly know not every incident will be noticed or is personally caused by the renter. Our return process follows comparable quality standards at every Sixt rental branch. The renewed contract with the rental branch shows no variances at the time the damage was documented.

We kindly ask for your understanding, given the background and extent of the damages, we are asserting our right to claim damage compensation from you as per the rental contract you agreed to.

CONFIDENTIAL

SIXT-0003883



Attached to this letter you find the basis of calculation.

We kindly ask you to settle the outstanding amount no later than 04/30/2019 to Sixt Rent A Car LLC at the address listed below. Please ensure our damage number is quoted on all correspondence. You can make payment by check or credit card. If you would like us to debit your credit card please fill out and sign the accompanying authorization form.

If you have questions about payment options, feel free to contact us at any time for further information.

In case of objections against our existing claim we kindly ask you to contact us in written form.

If you send us any additional documents please be so kind to always mention our damage number.

Sincerely Yours

Sixt Rent A Car, LLC
Attn: Claims Department
P.O. Box 8188
Fort Lauderdale, FL 33310

Phone: +1 888 749 8555
Fax: +1 888 365 1244
email: claimsmanagement-usa@sixt.com

This letter is computer printed and is valid without signature.

* EUR 0.20 (incl. VAT) per call from a German landline; EUR 0.60 (incl. VAT) per call from German mobile networks

CONFIDENTIAL

SIXT-0003884

Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

reservations-usa@sixt.com
customerservice-usa@sixt.com
www.sixt.com

Customer Service:
+1 (888) 749-8227
+1 (888) 722-2980

Check or Money order
Sixt Rent a Car LLC
P.O. Box 8188
Fort Lauderdale, FL 33310



04/16/2019

I N V O I C E Damage No.: 9056499853

Repair costs per invoice		519.00	USD
Loss of Use	2,0 day(s) per	114.62	USD
Admin Fee		75.00	USD
Sum		708.62	USD
		=====	

Damage compensation is not subject to tax.

If you wish to settle te invoice of 708.62 USD by credit card please provide the full credit card details below and return to Accident Claims Unit details on covering letter.

Type of Card (i.e. AE, Visa): _____

Credit Card Number: _____

Expiry Date: _____

Full Name on Card: _____

Date: _____

Signature: _____

PLEASE QUOTE OUR DAMAGE NUMBER 9056499853 ON ALL PAYMENTS AS REFERENCE.

This demand is based on a preliminary estimate. The estimate might be subject to additional changes prior to final repair. Notwithstanding, Sixt reserves the right NOT to conduct some or all of the repairs contemplated in the estimate.

CONFIDENTIAL

SIXT-0003885



Sixt Rent A Car, LLC, P.O. Box 8188, Fort Lauderdale, FL 33310

Allstate
Claims Department
PO Box 660636

Dallas TX 75266

04/29/2019

Your reference:	0541961090	
Our Damage No.:	SX-9056499853-88-801	(please reference in your reply)
Date of Incident:	03/07/2019	
Our Rental Agreement:	9395408899	
Date of Rental:	03/05/2019 to 03/07/2019	
Our Vehicle:	AZ-CEJ1656	
Our Driver's Name:	MARIN ANCIZAR	

25600

Dear Sir or Madam,

We have been advised that you are dealing with our claim on behalf of your insured.

Please find enclosed copies of all documents related to our file.

We ask you to forward settlement of our claim as disclosed in the breakdown attached by 05/29/2019 to Sixt Rent A Car, LLC at the address below (please ensure our damage number is referenced on all correspondence).

In case of questions do not hesitate to contact us.

Best regards,

Sixt Rent A Car, LLC
Attn: Claims Department
P.O. Box 8188
Fort Lauderdale, FL 33310

Phone: +1 888 749 8555
Fax: +1 888 365 1244
email: claimsmanagement-usa@sixt.com

CONFIDENTIAL

SIXT-0003887



04/29/2019

I N V O I C E Damage No.: **SX-9056499853-88-801**

Repair costs per invoice	519.00	USD
Loss of Use	114.62	USD
Admin Fee	75.00	USD
<hr/>		
Sum	708.62	USD
	=====	

Damage compensation is not subject to tax.

If you wish to settle the invoice of 708.62 USD by credit card please provide the full credit card details below and return to the Claims Department, details on cover letter.

Type of Credit Card (ex. AMEX, Visa): _____

Credit Card Number: _____

Expiration Date: _____

Full Name on Credit Card: _____

Today's Date: _____

Signature: _____

I, _____, authorize the sale placed on my credit card by Sixt Rent A Car for the purpose of payment of damages to the vehicle rented in the file referenced above. I understand Sixt Rent A Car agrees, that the charges may only be used for this purpose. I confirm that the credit card I have presented is my own. I agree to the amount to be charged to my credit card. I agree to pay the above total amount according to the terms agreed with the card issuer.

PLEASE REFERENCE OUR DAMAGE NUMBER 9056499853 ON ALL PAYMENTS AS REFERENCE.

This demand is based on a preliminary estimate. The estimate might be subject to additional changes prior to final repair. Notwithstanding, Sixt reserves the right NOT to conduct some or all of the repairs contemplated in the estimate.

CONFIDENTIAL

SIXT-0003888



Sixt Rent A Car, LLC, P.O. Box 8188, Fort Lauderdale, FL 33310

MARIN
ANCIZAR

REDACTED

REDACTED

06/05/2019

Damage No.:	SX-9056499853-88-0	(please mention always)
Registration Number:	AZ-CEJ1656	
Date of Damage:	03/07/2019	
Rental Contract No.:	9395408899	
Date of Rental:	03/05/2019 to 03/07/2019	
Drivers Last Name:	MARIN ANCIZAR	

23846

Dear customer,

Please refer to the above vehicle which was damaged during your rental period.

In accordance with your rental agreement we kindly ask that you settle the outstanding amount disclosed in the attached breakdown no later than 06/19/2019 to Sixt Rent A Car, LLC at the address listed below. Please ensure our damage number is quoted on all correspondence.

You can make payment by cheque or credit card. If you wish to settle the outstanding amount by credit card please provide the full details below and return to the Claims Department. See details on the attached page.

Should you contest the damage claim, we require this in written form along with your reason and evidence.

Sincerely,

Sixt Rent A Car, LLC
Attn: Claims Department
P.O. Box 8188
Fort Lauderdale, FL 33310

Phone: +1 888 749 8555
Fax: +1 888 365 1244
email: claimsmanagement-usa@sixt.com

This letter is computer printed and is valid without signature.

CONFIDENTIAL

SIXT-0003893

Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

reservations-usa@sixt.com
customerservice-usa@sixt.com
www.sixt.com

Customer Service:
+1 (888) 749-8227
+1 (888) 722-2980

Check or Money order
Sixt Rent a Car LLC
P.O. Box 8188
Fort Lauderdale, FL 33310



MARIN
ANCIZAR
REDACTED

REDACTED

06/05/2019

I N V O I C E Damage No.: **SX-9056499853-88-801**

Repair costs per invoice		250.00	USD
Loss of Use	2,0 day(s) per 57,31	114.62	USD
Admin Fee		75.00	USD
Sum		439.62	USD

=====

Damage compensation is not subject to tax.

If you wish to settle the invoice of 439.62 USD by credit card please provide the full credit card details below and return to the Claims Department, details on cover letter.

Type of Credit Card (ex. AMEX, Visa): _____

Credit Card Number: _____

Expiration Date: _____

Full Name on Credit Card: _____

Today's Date: _____

Signature: _____

I, _____, authorize the sale placed on my credit card by Sixt Rent A Car for the purpose of payment of damages to the vehicle rented in the file referenced above. I understand Sixt Rent A Car agrees, that the charges may only be used for this purpose. I confirm that the credit card I have presented is my own. I agree to the amount to be charged to my credit card. I agree to pay the above total amount according to the terms agreed with the card issuer.

PLEASE REFERENCE OUR DAMAGE NUMBER 9056499853 ON ALL PAYMENTS AS REFERENCE.

This demand is based on a preliminary estimate. The estimate might be subject to additional changes prior to final repair. Notwithstanding, Sixt reserves the right NOT to conduct some or all of the repairs contemplated in the estimate.

CONFIDENTIAL

SIXT-0003894

Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

reservations-usa@sixt.com
customerservice-usa@sixt.com
www.sixt.com

Customer Service:
+1 (888) 749-8227
+1 (888) 722-2980

Check or Money order
Sixt Rent a Car LLC
P.O. Box 8188
Fort Lauderdale, FL 33310



MARIN
ANCIZAR

REDACTED

REDACTED

03/12/2019

Damage No.:	SX-9056499853-88-800	(please reference in your reply)
Date of Incident:	03/07/2019	
Date of Rental:	03/05/2019 to 03/07/2019	
Rental Contract No.:	9395408899	
Registration No.:	AZ-CEJ1656	
Driver's Name:	MARIN ANCIZAR	

23851

Please see attached.

Best regards,

Sixt Rent A Car, LLC
Attn: Claims Department
P.O. Box 8188
Fort Lauderdale, FL 33310

Phone: +1 888 749 8555
Fax: +1 888 365 1244
email: claimsmanagement-usa@sixt.com

This letter is computer printed and is valid without signature.

CONFIDENTIAL

SIXT-0003895



Sixt Rent A Car, LLC, P.O. Box 8188, Fort Lauderdale, FL 33310

MARIN
ANCIZAR

REDACTED

REDACTED

06/13/2019

Damage No.:	SX-9056499853-88-0	(please mention always)
Registration Number:	AZ-CEJ1656	
Date of Damage:	03/07/2019	
Rental Contract No.:	9395408899	
Date of Rental:	03/05/2019 to 03/07/2019	
Drivers Last Name:	MARIN ANCIZAR	

23846

Dear customer,

Please refer to the above vehicle which was damaged during your rental period.

In accordance with your rental agreement we kindly ask that you settle the outstanding amount disclosed in the attached breakdown no later than 06/27/2019 to Sixt Rent A Car, LLC at the address listed below. Please ensure our damage number is quoted on all correspondence.

You can make payment by cheque or credit card. If you wish to settle the outstanding amount by credit card please provide the full details below and return to the Claims Department. See details on the attached page.

Should you contest the damage claim, we require this in written form along with your reason and evidence.

Sincerely,

Sixt Rent A Car, LLC
Attn: Claims Department
P.O. Box 8188
Fort Lauderdale, FL 33310

Phone: +1 888 749 8555
Fax: +1 888 365 1244
email: claimsmanagement-usa@sixt.com

This letter is computer printed and is valid without signature.

CONFIDENTIAL

SIXT-0003896



MARIN
ANCIZAR
REDACTED
[REDACTED]

06/13/2019

I N V O I C E Damage No.: **SX-9056499853-88-801**

Loss of Use	2,0 day(s) per 57,31	114.62	USD
Admin Fee		75.00	USD
Sum		189.62	USD

Damage compensation is not subject to tax.

If you wish to settle the invoice of 189.62 USD by credit card please provide the full credit card details below and return to the Claims Department, details on cover letter.

Type of Credit Card (ex. AMEX, Visa): _____

Credit Card Number: _____

Expiration Date: _____

Full Name on Credit Card: _____

Today's Date: _____

Signature: _____

I, _____, authorize the sale placed on my credit card by Sixt Rent A Car for the purpose of payment of damages to the vehicle rented in the file referenced above. I understand Sixt Rent A Car agrees, that the charges may only be used for this purpose. I confirm that the credit card I have presented is my own. I agree to the amount to be charged to my credit card. I agree to pay the above total amount according to the terms agreed with the card issuer.

PLEASE REFERENCE OUR DAMAGE NUMBER 9056499853 ON ALL PAYMENTS AS REFERENCE.

This demand is based on a preliminary estimate. The estimate might be subject to additional changes prior to final repair. Notwithstanding, Sixt reserves the right NOT to conduct some or all of the repairs contemplated in the estimate.

CONFIDENTIAL

SIXT-0003897

Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

reservations-usa@sixt.com
customerservice-usa@sixt.com
www.sixt.com

Customer Service:
+1 (888) 749-8227
+1 (888) 722-2980

Check or Money order
Sixt Rent a Car LLC
P.O. Box 8188
Fort Lauderdale, FL 33310



MARIN
ANCIZAR
1787 NW 124TH WAY

PEMBROKE PINES FL 33028-2632

06/20/2019

Damage No.:	9056499853
Registration Number:	AZ-CEJ1656
Date of Damage:	03/07/2019 22:35
Rental Contract No.:	9395408899
Date of Rental:	03/05/2019 to 03/07/2019
Drivers Last Name:	MARIN ANCIZAR

29865

Dear Renter,

We are writing to inform you, the payment you have sent, in the amount of 189.62 USD has been received and processed. As of this writing we have proceeded to close this damage file.

Pending no issues with the issuing bank, no further communications from Sixt will be sent regarding this damage file.

Sincerely,

Sixt Rent A Car, LLC
Attn: Claims Department
P.O. Box 8188
Fort Lauderdale, FL 33310

Phone: +1 888 749 8555
Fax: +1 888 365 1244
email: claimsmanagement-usa@sixt.com

This letter is computer printed and is valid without signature.

CONFIDENTIAL

SIXT-0003898

Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

reservations-usa@sixt.com
customerservice-usa@sixt.com
www.sixt.com

Customer Service:
+1 (888) 749-8227
+1 (888) 722-2980

Check or Money order
Sixt Rent a Car LLC
P.O. Box 8188
Fort Lauderdale, FL 33310



Sixt Rent A Car, LLC, P.O. Box 8188, Fort Lauderdale, FL 33310

BOREL
KELLI
537 42ND AVE N

SAINT PETERSBURG FL 33703-5720

07/03/2019

Your reference:
 Damage No.: **SX-9056981692-88-801** (please quote in your reply)
 Date of Damage: 06/14/2019
 Rental Contract No.: 9407465977
 Rental period: 06/10/2019 to 06/14/2019
 Registration No.: FL-DFVB62
 Vehicle: MB GLC300 UTL PET AUT
 Driver: KELLI BOREL

33629

Dear Ms. Borel,

Please refer to the vehicle information found above. Damage to your rental vehicle was documented upon return as noted in the signed check-in sheet.

In accordance with your rental agreement we kindly ask you to settle the outstanding amount disclosed in the attached breakdown no later than 07/17/2019 to Sixt Rent A Car, LLC to the address listed below. Please ensure our damage number is quoted on all correspondence.

You can make payment by check or credit card. If you wish to settle the outstanding amount by credit card, please provide the full details below and return to the Claims Department. See details on the attached page.

Should you contest the damage claim, we require this in written form along with your reason and evidence.

Sincerely,

Sixt Rent A Car, LLC
Attn: Claims Department
P.O. Box 8188
Fort Lauderdale, FL 33310

Phone: +1 888 749 8555
Fax: +1 888 365 1244
email: claimsmanagement-usa@sixt.com

This letter is computer printed and is valid without signature.



BOREL
KELLI
537 42ND AVE N

SAINT PETERSBURG FL 33703-5720

07/03/2019

I N V O I C E Damage No.: **SX-9056981692-88-801**

Estimate of repair	365.00	USD
Diminution of value	91.25	USD
Admin Fee	45.00	USD
Estimate / Appraisal Fee	22.50	USD

Sum	523.75	USD
------------	---------------	------------

=====

Damage compensation is not subject to tax.
If you wish to settle the invoice of 523.75 USD by credit card please provide the full credit card details below and return to the Claims Department, details on cover letter.

Type of Credit Card (ex. AMEX, Visa): _____

Credit Card Number: _____

Expiration Date: _____

Full Name on Credit Card: _____

Today's Date: _____

Signature: _____

I, _____, authorize the sale placed on my credit card by Sixt Rent A Car for the purpose of payment of damages to the vehicle rented in the file referenced above. I understand Sixt Rent A Car agrees, that the charges may only be used for this purpose. I confirm that the credit card I have presented is my own. I agree to the amount to be charged to my credit card. I agree to pay the above total amount according to the terms agreed with the card issuer.

PLEASE REFERENCE OUR DAMAGE NUMBER 9056981692 ON ALL PAYMENTS AS REFERENCE.

This demand is based on a preliminary estimate. The estimate might be subject to additional changes prior to final repair. Notwithstanding, Sixt reserves the right NOT to conduct some or all of the repairs contemplated in the estimate, the actual repair amount might be less than the amount contemplated herein.

EXHIBIT D

Date: 1/18/2017 07:25 PM
 Estimate ID: 737647
 Estimate Version: 0
 Preliminary
 Profile ID: BUDGET

THE DOAN GROUP

(561) 734-9552

Damage Assessed By: STANLEY SANTANIELLO
 Classification: Field

Condition Code: Good
 Deductible: UNKNOWN
 File Number: 737647
 File Number: 737647

Claim Number: 9052483983

Insured: SIXT RENT A CAR(FORT LAUDERDALE)
 Owner: SIXT RENT A CAR(FORT LAUDERDALE)
 Address: P.O. BOX 460967, FORT LAUDERDALE, FL 33316
 Telephone: Work Phone: (888) 757-7498

Mitchell Service: 911833

Description: 2016 Mercedes-Benz Metris
 Body Style: VanPass 126" WB
 VIN: WD4PG2EE0G3128960
 Mileage: 100
 OEM/ALT: O
 Color: SILVER
 Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING, REAR WINDOW DEFOGGER
 AIR CONDITION, REAR WINDOW WIPER, TILT STEERING COLUMN, AM/FM STEREO
 DRIVER AIRBAG, FRONT SIDE AIRBAG WITH HEAD PROTECTION, ANTI-LOCK BRAKE SYS.
 TRACTION CONTROL, TIRE INFLATION/PRESSURE MONITOR, AUXILIARY INPUT
 BLUETOOTH WIRELESS CONNECTIVITY, PRIVACY GLASS, FIRST ROW BUCKET SEAT
 THIRD ROW SEAT, REAR HEATING, VENTILATION & AIR CONDITIONING, CLOTH SEAT
 SIDE AIRBAGS, AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
 THIRD DOOR, MP3 PLAYER, DAYTIME RUNNING LIGHTS, 4 DOORS
 ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT

Drive Train: 2.0L Turbo Inj 4 Cyl RWD
 License: AEUQ55 FL
 Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
1	101452	REF	BLEND	R Side Door Outside			C 1.0
2	100555	BDY	REMOVE/INSTALL	R Side Door Seal	Existing		0.3 r
3	101447	BDY	REMOVE/INSTALL	R Lwr Door Trim Panel			0.9 #
4	900500	BDY *	ADD'L LABOR OP	CAR COVER	Sublet	3.00 *	0.2*
5	101454	BDY	REMOVE/INSTALL	R Otr Door Handle			0.3
6	101861	REF	BLEND	R Frt Side Panel Extension			C 0.5
7	100576	BDY	REPAIR	R Van Side Panel	Existing		2.0*
8	AUTO	REF	REFINISH	R Van Side Panel Complete			C 2.4
9	100600	BDY	REMOVE/INSTALL	R Van Side Wheelhouse Liner	Existing		0.4 r
10	100679	BDY	REMOVE/INSTALL	R Van Side Guide	Existing		0.4 r
11	101412	BDY	REMOVE/INSTALL	R Rear Combination Lamp			0.3
12	101418	BDY	REMOVE/INSTALL	Rear Bumper Cover			1.0
13	AUTO	REF	ADD'L OPR	Clear Coat			1.3
14	AUTO		ADD'L COST	Paint/Materials		135.20 *	
15	AUTO		ADD'L COST	Hazardous Waste Disposal		1.04 *	

ESTIMATE RECALL NUMBER: 01/18/2017 19:25:46 737647
 Mitchell Data Version: OEM: NOV_16_V

Software Version: 7.1.212

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Date: 1/18/2017 07:25 PM
 Estimate ID: 737647
 Estimate Version: 0
 Preliminary
 Profile ID: BUDGET

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc
 r - CEG R&R Time Used For This Labor Operation

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	5.8	48.00	0.00	3.00	281.40 T		
Refinish	5.2	48.00	0.00	0.00	249.60 T	Total Replacement Parts Amount	0.00
Taxable Labor					531.00		
Labor Summary	11.0				531.00		
II. Additional Costs					Amount	IV. Adjustments	
Taxable Costs					136.24	Customer Responsibility	
Total Additional Costs					136.24	Amount	
Paint Material Method: Rates							
Init Rate = 26.00 , Init Max Hours = 99.9, Addl Rate = 26.00							
						I. Total Labor:	531.00
						II. Total Replacement Parts:	0.00
						III. Total Additional Costs:	136.24
						Gross Total:	667.24
						IV. Total Adjustments:	0.00
						Net Total:	667.24

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact
 4 Right Rear Side (P)



INVOICE

The Doan Group

5090 Hwy 212
 Covington, GA 30016
 Phone 877-411-DOAN
 Fax 770-788-0135
 Tax ID 58-2575127

Date : 01/18/2017

File # : 737647

Invoice # : 737647

Claim # : 9052483983

Loss Date : 01/18/2017

Insured/Claimant : SSIXT VIN # WD4PG2EE0G3128960

Adjuster : 81010118 - David Roman

Bill To
Sixt Rent A Car, LLC, Ft Lauderdale, FL 1850 SE 17th St Ft Lauderdale FL 33316

Type	Description	Units	Unit Price	Total
Full Appraisal	Full Appraisal	1.00	\$25.00	\$25.00
Total				\$25.00

Make all checks payable to The Doan Group
 Thank you for your business.

Date: 6/29/2019 09:18 AM
 Estimate ID: DG114311-MIA
 Estimate Version: 0
 Preliminary
 Profile ID: BUDGET

THE DOAN GROUP

(561) 734-9552
 Fax: (561) 734-9515
 Email: STANSANTA@AOL.COM

Damage Assessed By: STANLEY SANTANIELLO
 Classification: Field

Condition Code: Good
 Deductible: UNKNOWN
 File Number: DG114311-MIA
 File Number: DG114311-MIA
 Claim Number: 9056981692

Insured: SIXT RENT A CAR(FORT LAUDERDALE)
 Owner: SIXT RENT A CAR(FORT LAUDERDALE)
 Address: P.O. BOX 460967, FORT LAUDERDALE, FL 33316
 Telephone: Work Phone: (888) 757-7498

Mitchell Service: 911868

Description: 2019 Mercedes-Benz GLC300
 Body Style: 4D Ut
 VIN: WDC0G4JBXKV118530
 Mileage: 20,743
 OEM/ALT: O
 Color: BLACK
 Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITION, REAR WINDOW WIPER, CRUISE CONTROL
 TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR
 REAR (DUAL-ZONE) AC, POWER PASSENGER SEAT
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, ANTI-LOCK BRAKE SYS., TRACTION CONTROL
 ALUM/ALLOY WHEELS, REARVIEW CAMERA, POWER LIFTGATE\TRUNK
 TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT, ANTI-THEFT SYSTEM, AUXILIARY INPUT
 BLUETOOTH WIRELESS CONNECTIVITY, HD RADIO, LEATHER STEERING WHEEL, CD PLAYER
 POWER ADJUSTABLE EXTERIOR MIRROR, PRIVACY GLASS, AUTO AIR CONDITION
 TRIP COMPUTER, FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS
 UNIVERSAL GARAGE DOOR OPENER, SIDE AIRBAGS, AUTOMATIC HEADLIGHTS
 SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR
 REMOTE DECKLID OR TAILGATE RELEASE, MP3 PLAYER, DAYTIME RUNNING LIGHTS
 ADAPTIVE VARIABLE SUSPENSION, TONNEAU COVER
 DRIVER SEAT WITH POWER LUMBAR SUPPORT, ELECTRONIC STABILITY CONTROL
 EXTERIOR MEMORY MIRRORS, FRONT HEATED SEATS
 FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM
 POWER FOLDING EXTERIOR MIRRORS, RAIN SENSING WIPERS, REAR BENCH SEAT
 SMART KEY SYSTEM, STEERING WHEEL AUDIO CONTROLS

Drive Train: 2.0L Turbo Inj 4 Cyl RWD
 License: DFVB62 FL
 Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	100573	BDY	OVERHAUL	Frt Bumper Cover Assy			3.5 #
2	100732	BDY	REPAIR	Frt Bumper Cover Assy	Existing		1.5* #
3	AUTO	REF	REFINISH	Frt Bumper Cover			C 3.0
4	900500	BDY *	REPAIR	FLEX ADDITIVE	Sublet	10.00 *	0.0*
5	AUTO	REF	ADD'L OPR	Clear Coat			1.2
6	AUTO		ADD'L COST	Paint/Materials		92.40 *	
7	AUTO		ADD'L COST	Hazardous Waste Disposal		5.00 *	

ESTIMATE RECALL NUMBER: 06/29/2019 09:18:47 DG114311-MIA
 Mitchell Data Version: OEM: MAY_19_V

Software Version: 7.1.236

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Page 1 of 2

BOREL000041

Date: 6/29/2019 09:18 AM
 Estimate ID: DG114311-MIA
 Estimate Version: 0
 Preliminary
 Profile ID: BUDGET

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

Estimate Totals

I.	Labor Subtotals	<u>Units</u>	<u>Rate</u>	<u>Add'l Labor Amount</u>	<u>Sublet Amount</u>	<u>Totals</u>		II. Part Replacement Summary	<u>Amount</u>	
	Body	5.0	28.00	0.00	10.00	150.00	T			
	Refinish	4.2	28.00	0.00	0.00	117.60	T	Total Replacement Parts Amount	0.00	
						Taxable Labor				
						267.60				
	Labor Summary	9.2				267.60				
II.	Additional Costs					<u>Amount</u>		IV. Adjustments	<u>Amount</u>	
	Taxable Costs					97.40		Customer Responsibility	0.00	
	Total Additional Costs					97.40				
	Paint Material Method: Rates Init Rate = 22.00 , Init Max Hours = 99.9, Addl Rate = 26.00									
								I.	Total Labor:	267.60
								II.	Total Replacement Parts:	0.00
								III.	Total Additional Costs:	97.40
									Gross Total:	365.00
								IV.	Total Adjustments:	0.00
									Net Total:	365.00

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact
 1 Right Front Corner (P)