

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

PHILIPPE CALDERON, ANCIZAR MARIN,
and **AMIR CHARNIS**, 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.

_____ /

FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiffs, PHILIPPE CALDERON, ANCIZAR MARIN and AMIR CHARNIS (“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, a discount luxury rental car company, for its common course of unconscionable, unfair, deceptive, and unlawful conduct, of uniformly and systematically imposing unauthorized charges on its rental car customers in breach of its rental contract with customers, in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.* (“FDUTPA”) and in violation of the Florida Consumer Collection Practices Act, Fla. Stat. § 559.72(9).

2. Despite an aggressive pricing model for luxury vehicles, Sixt has obtained remarkable financial success in the United States in a very short period. In 2017, Sixt reported

financial data for the United States for the first time since opening locations in the United States in 2011. At that time, it recorded revenue of \$395 million USD, making it the fourth-largest car rental company in the United States within only 7 years of operation here.¹

3. To help reach this milestone, Sixt has organized a company-wide scheme to systematically charge unfair, deceptive, and unauthorized repair fees to customers in order to increase revenue. The fees at issue include, but are not limited to: estimate of repair costs; repair costs per engineer report; repair costs per invoice; recovery/storage fees; mileage charge if based on Sixt's "experience" that it thinks the odometer was tampered with; engineer fees; estimate/appraisal fees; expenses incurred by Sixt for locating and recovering a rental vehicle returned at a location other than one identified; costs including pre- and post-judgment attorney fees Sixt incurred while collecting payment from consumer; towing; impound; storage charges; forfeitures; court costs; loss of use fees; diminished value; and administrative expenses incurred processing a claim.

4. These fees are unlawful for two reasons. First, Plaintiffs and members of the class are not contractually obligated to pay any of these fees. Second, although the fees appear to be pass-through charges paid to others by Sixt as a result of damage to the vehicle, the fees are inflated so that Sixt makes undisclosed profit whenever a customer pays these inflated fees in violation of Florida's Unfair and Deceptive Trade Practices Act.

5. Accordingly, this is a simple case of Sixt charging and collecting unauthorized fees and a class action is appropriate because Sixt's deceptive charges are uniformly charged and collected throughout the United States. Plaintiffs seek for themselves and all others similarly situated, the costs of returning all unauthorized fees charged and collected from consumers that

¹ <https://www.autorentalnews.com/279248/sixt-records-2017-u-s-revenue-of-395-million>.

are in violation of the FDUTPA and FCCPA. Additionally, injunctive relief is appropriate for those consumers who have been billed by Sixt for unlawful and unauthorized fees, but have not yet paid Sixt, but Sixt still contends that the unlawful fees are due and owing.

II. Jurisdiction and Venue

6. The Court has 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.

7. In addition, the Court has 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.

8. 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 and Defendant is subject to personal jurisdiction in this District.

III. The Parties

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

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

11. Plaintiff Amir Charnis, was and is an individual resident and citizen of California, at all times relevant to this action.


12. Defendant, Sixt Rent a Car, LLC, is a Delaware corporation and US-based 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 and subject to general jurisdiction in Florida.

IV. Factual Allegations

A. Sixt’s Business Model

13. Sixt provides low price offerings on vehicles, as compared to its competitors, which has driven its expansive growth since its initial operations in the United States began in 2011. For example, Hertz, a competing rental car company, advertised a Mercedes-Benz C300 for \$89.85 (pay now) and \$105.71 (pay later):

Standard Elite, 2-4 Door, Automatic, Air (Group P4) RCAR



PRESTIGE COLLECTION

(P4) Mercedes C300 [or similar](#) ⓘ

- 👤 5 Passengers
- 🧳 2 Large Suitcases, 2 Small Suitcases
- ⚙️ Automatic Transmission
- ❄️ Air Conditioning
- 🚗 28 miles/gallon or better

[\[+\] Vehicle & Rate Details](#)

105.71 USD Per Day
[\(136.02 Approx. Tot.\)](#)
 Unlimited Free Miles Included

Pay Later

89.85 USD Per Day
[\(116.82 Approx. Tot.\)](#)
 Unlimited Free Miles Included

Save \$ Pay Now

14. Meanwhile, Sixt advertised a rate of \$40.84, which was less than half of Hertz’s price for the same vehicle class:



Sedans | LCAR

Mercedes-Benz C-Class, Cadillac ATS, BMW 3 Series

Premium class

Price per day from **US\$ 40.84**

- ❄️ Air conditioning
- 🚗 4 Doors
- 🧳 2 Bags

- 👤 5 Seats
- ⚙️ Automatic
- 🧳 2 Suitcases
- 🚗 from 25 years

RESERVE NOW

15. It is not surprising that a potential renting consumer would be drawn to Sixt's enticing prices, thereby fueling Sixt's explosive growth in the United States since 2011. However, masked behind Sixt's strategically placed low rental prices lies a slew of systematic and routine hidden fees and predatory pricing practices that are concealed from consumers.

B. European Union Consumer Protection Cooperation ("CPC") Network

16. In 2016, due to an increase in consumer complaints against Sixt, the European Consumer Protection Cooperation Network ("CPC") engaged with Sixt to address thousands of complaints concerning its rental vehicle damage charges, the Terms and Conditions of its contracts, and its vehicle inspection procedures.

17. Sixt proposed several changes to the CPC regarding its business practices to address the consumer complaints. **Exhibit A.**

18. The CPC analyzed Sixt's changes to its post-rental damage inspections that was modified to involve consumers in the process:

Sixt has commenced a roll out of a new returns procedure whereby it will actively ask customers to attend a post rental inspection, as this should significantly reduce the number of post rental disputes about damage (under its previous returns procedure it would only carry out a post-rental inspection with the customer present if the customer requested it). . . Sixt expects to be able to implement this new process in all corporate countries and will use its best efforts to convince its franchisees to adopt the same procedures and standards.

Exhibit A.

19. Additionally, the CPC addressed Sixt's procedure for charging consumers for alleged damage to the vehicle:

If the consumer denies responsibility for the damage and Sixt cannot provide strong evidence to the contrary, the consumer is not charged.

Sixt will only charge the consumer's payment card for damage if they obtain a further express specific authorisation[sic] after the return of the vehicle. Sixt does not charge any administrative fee whatsoever.

Furthermore, CPC authorities reiterate that consumers should be provided with clear information about the process for disputing damage charges both during the booking process, in the Terms and Conditions, at the rental desk and at any post-rental inspection where damage is identified.

Exhibit A.

20. The CPC authorities also reviewed Sixt's changes to how it presents its contract

Terms and Conditions to consumers in Europe:

It is important that the full terms of rental are available to consumers who are making a booking and before they are bound by the contract—not doing so could potentially breach the transparency and good faith requirements of the UTD, or could result in terms being unfair, for example by reference to Annex paragraph 1(i) of the UTD (terms which irrevocably bind a consumer to terms which they have had no real opportunity of becoming acquainted with before the conclusion of the contract).

The Terms and Conditions should also be written in plain and intelligible language so that they are easily understood by consumers. CPC authorities also reiterate that key terms and material information should be prominently highlighted to consumers during the booking process (together with the booking and pre-pay terms).

Exhibit A.

21. Accordingly, Sixt has been on actual notice that its business practice of charging unauthorized fees that it employs in the United States are unfair and deceptive because it has already been required by the CPC to modify these same practices in the European Union due to rampant consumer complaints.

22. Sixt does not employ its CPC modified European Union procedures in the United States; instead Sixt continues to employ the same deceptive and unfair business practices in the United States that the European Union CPC required it to cease, and as a result, United States consumers are victims of the same profitable and misleading scheme.

C. Sixt's Rental Agreement

23. Sixt alleges that its rental agreement contract 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.

24. First, Sixt's Face Page Contract is a standard form contract that is utilized in substantially similar formats across all Sixt locations in the United States.

25. The standard form Face Page Contract is the document that Plaintiffs and Class Members electronically sign at a Sixt-staffed kiosk when picking up their rental vehicle. **Exhibit B, Plaintiff Marin's Face Page Contract.**

26. The only fees and charged listed on the Face Page Contract are per day rental fees, fuel fees, cleaning fees, toll charges, parking violations, traffic fines or penalties, a per mile fee for driving the vehicle outside of the designated region, and an "administrative fee" for processing any of those charges. **Exhibit B.**

27. The Face Page Contract does not mention any potential charges that Sixt may impose in connection with alleged damage to the vehicle, such as estimate of repair costs; repair costs per engineer report; repair costs per invoice; recovery/storage fees; mileage charge if based on Sixt's "experience" that it thinks the odometer was tampered with; expenses incurred by Sixt for locating and recovering a rental vehicle returned at a location other than one identified; costs including pre- and post-judgment attorney fees Sixt incurred while collecting payment from consumer; towing, impound, storage charges, forfeitures, and court costs; loss of use fees, diminished value; appraisal/estimate fees; engineer fees; and administrative expenses incurred processing a claim. Instead, most of those fees/charges only appear in the Sixt "Rental Jacket," which Sixt did not provide Plaintiffs and Class Members proper access or instruction on how to

access prior to signing the Face Page Contract. **Exhibit C, Example of Sixt Rental Jacket.** The fees that do not appear in the Rental Jacket or Face Page Contract are estimate of repair costs, repair costs per engineer report, repair costs per invoice, engineer fees, and appraisal/estimate fees. Sixt possess no authority to charge those fees even if the Rental Jacket was properly incorporated by reference into the Face Page Contract.

28. The Rental Jackets are not the typical contract provided to the customer. Instead, it is a standard form tri-fold pamphlet that is utilized uniformly by Sixt across the United States. It is used like an envelope and a Copy of the Face Page Contract is printed, folded, and inserted into the Rental Jacket, and subsequently provided to the customer. The material terms of the Rental Jacket are the same throughout the United States. **Exhibit C.**

29. Instead of explicitly enumerating all potential fees and charges that Plaintiffs and Class Members could be subject to in one contract, the Face Page Contract, Sixt hides these fees in its Rental Jacket, and then attempts to incorporate the Rental Jacket into its Face Page Contract by reference:

. . .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 B.

30. Critically, the term “Rental Jacket” is not defined or specifically identified to the consumer in the Face Page Contract. The Rental Jacket is not provided to the customer until AFTER the Face Page Contract is signed. While making the reservation on www.sixt.com or any third-party booking website, Sixt and third parties do not provide any instruction on how to access the Rental Jacket while making the reservation, and if there is any instruction, it is not made in accordance with controlling law on hyperlinks, clickwrap, or browsewrap. Additionally, Sixt’s and

third-parties' reservation confirmation emails also do not provide proper access or instruction on how to access the Rental Jacket. In other words, the consumer is wholly unaware of and unable to determine the additional terms set forth in the Rental Jacket until AFTER they are already contractually bound by the Face Page Contract.

31. On information and belief, at the time each Plaintiff signed the Face Page Contract, the Sixt Rental Jacket provided to them did not contain an arbitration clause.

32. Unlike the Face Page Contract shown to customers, Sixt's Rental Jacket lists several fees and charges that Sixt imposes for damage caused to the rental vehicle while in the consumer's possession:

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 C.

33. Sixt's Rental Jacket also lists additional charges and costs that were not set forth in the Face Page Contract:

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 Vehicle during this rental. . .

Exhibit C.

34. During the relevant time period for Plaintiffs and the class, Sixt's company-wide policy was to deliver the Rental Jacket to consumers only *after* they signed the Face Page Contract binding them to rent the vehicle.

35. Upon information and belief, the Rental Jacket Terms and Conditions were not agreed to by Plaintiffs or members of the class at the time they made their reservation. Sixt cannot prove that any Plaintiff or Class Member agreed to the additional and undisclosed terms set forth in the Rental Jacket.

36. The Rental Jacket's Terms and Conditions were not legally incorporated by reference into Plaintiffs' and Class Members' Face Page Contracts because Sixt failed to provide adequate notice of the incorporation by clearly defining the document and Sixt failed to provide the requisite access to the Rental Jacket terms or instruction on how to access, as required by Florida law, prior to executing the Face Page Contract. While making a reservation on www.sixt.com, if Sixt provides any access or instruction on how to access the Rental Jacket, it is not made in accordance with controlling law on hyperlinks, clipwrap, and/or browsewrap, which amounts to Plaintiffs not having proper and adequate access to the Rental Jacket prior to signing the Face Page Contract.

37. Florida's "incorporate by reference law" requires that consumers actually receive an incorporated document, or at least be given clear direction on the document being incorporated and on how to access it, *before* signing the agreement that allegedly incorporates that extrinsic

document. *See Spicer v. Tenet Florida Physician Servs., LLC*, 149 So.3d 163, 166 (Fla. Dist. Ct. App. 2014). Otherwise, the document is not incorporated and not binding.

38. Because the Rental Jacket was not legally incorporated by reference into the Face Page Contract, Sixt possesses no contractual right to charge Plaintiffs and Class Members any of the fees, costs, or charges listed in the Rental Jacket.

39. Sixt possessed no legitimate reason to list many of its costly charges and terms in the Rental Jacket as opposed to the Face Page Contract, other than to deceive consumers. Sixt deliberately hid its most onerous fees and charges in its Rental Jacket knowing that most consumers would not engage in the scavenger hunt required to find a complete list of Terms and Conditions, including, most importantly, the fees Sixt would impose if damage was allegedly done to the vehicle.

40. Sixt also systematically and repeatedly charges fees that are not listed in either the Rental Jacket or Face Page Contract, including estimate of repair costs, repair costs per engineer report, repair costs per invoice, engineer fees, and appraisal/estimate fees. Sixt possesses no authority to charge those fees even if the Rental Jacket was properly incorporated by reference into the Face Page Contract.

D. Sixt Marks Up Pass Through Costs

41. Upon information and belief, Sixt does not simply pass through the costs it incurred when a rental vehicle is damaged. Instead, Sixt marks up several pass-through fees imposed on its customers to serve as additional undisclosed profit, which is an unfair and deceptive practice in violation of Florida law.

42. Florida Courts have held that charges that are purported to be pass-through charges for specific expenses, but are in fact inflated by the business to create additional profit disguised

as costs, constitute a violation of FDUTPA. *Latman v. Costa Cruise Lines*, 758 So.2d 699 (Fla. Dist. Ct. App. 2000).

43. Upon information and belief, Sixt provided Plaintiffs and Class Members estimate of repair costs, repair costs per engineer report, and repair costs per invoice, but Sixt does not actually pay that full amount of those fees over to the repair shop, or third parties.

44. Upon information and belief, Sixt likewise systematically marks up its diminution in value, loss of use charges, appraisal/estimate fees, engineer fees, and administrative fees/costs, in excess of the actual cost to generate additional profit.

E. Sixt Charges and Collects Fees and Costs on Vehicles that were Never Actually Repaired

45. Upon information and belief, Sixt, as part of its routine, repeated, and systematic business practice, charges consumers and collects monies from consumers for estimate of repair costs, repair costs per engineer report, repair costs per invoice, engineer fees, and appraisal/estimate fees, diminution of value, and loss of use charges on vehicles that were, in fact, never actually repaired.

46. The “loss of use” charges appear in standard form for each “INVOICE Damage No.” that Sixt routinely sends to consumers via email or regular U.S. Mail.

47. There can be no “loss of use” of the vehicle if Sixt never took the vehicle out of service to repair the alleged damage.

48. For example, Sixt mailed Plaintiff Calderon “INVOICE DAMAGE NO. 9052483983,” which included a “loss of use” charge for 3.0 day(s) for \$102.60 (\$34.20 per day).

Exhibit D, Invoice Damage No. 9052483983.

49. Sixt has admitted in discovery conducted thus far, that Plaintiff Calderon's vehicle was never actually repaired and the \$667.24 in Repair Costs per Engineer Report that Plaintiff Calderon was billed for in Damage Invoice No. 9052483983 was never actually paid by Sixt.

50. Even if Plaintiff Calderon had agreed to the terms set forth in the Rental Jacket, those include repayment of Sixt's *actual* repair costs, the Rental Jacket and Face Page Contract do not authorize Sixt to charge Plaintiffs and Class Members for estimated repair costs (in the form of Repair Costs per Engineer Report, Repair costs per invoice, and/or estimates of repair). Put another way, Sixt can only charge Plaintiffs and Class Members for their actual out of pocket costs they incurred for getting a vehicle repaired, the repair and out of pocket payment must occur before Sixt bills Plaintiffs and Class Members for alleged damage. Under the Face Page and Rental Jacket, Sixt cannot charge Plaintiffs and Class Members for estimates of repairs (in the form of Repair Costs per Engineer Report, Repair costs per invoice, and/or estimates of repair) that Sixt may or may not actually ever make to the vehicle, and instead use those payments of money as a profit center and never actually repair the vehicle.

51. If Plaintiff Calderon's rental vehicle was never actually repaired, then Sixt did not incur any actual "cost of repair" and no charge should have been imposed on Calderon for loss of use or for a "Repair Costs per Engineer Report." Estimate "repair costs per Engineer Reports" are not mentioned at all in the Sixt Face Page Contract or Rental Jacket and are unauthorized charges.

52. Additionally, Sixt could not have incurred three days of "loss of use" of Plaintiff Calderon's rental vehicle because the vehicle was simply never taken out of service. Loss of Use cannot be charged until damage from the rental car prevents Sixt from being able to rent out the vehicle while repairs are made. If there were no repairs actually made, no loss of use can occur. There must be a repair made first before there can be loss of use.

53. According to Sixt's website's FAQ/Insurance page, "Loss of use is a fee that occurs when damage to a rental car prevents Sixt from being able to rent out the car while repairs are being made."²

54. Therefore, Plaintiff Calderon was charged by Sixt for Repair Costs per Engineer Report that were never made and for a "loss of use" that never actually occurred.

55. Additionally, Sixt has buyback agreements with car dealerships and manufacturers that include a set price at which Sixt will sell its rental fleet vehicles back to the dealerships and manufacturers. On information and belief, the prices set by these agreements do not impose charges on Sixt for minor damage to fleet vehicles. Thus, Sixt never actually suffers any "diminution in value." Instead, such charges are merely another form of hidden profit. Certainly, if Sixt is claiming diminution of value, the amount it can charge cannot be for more than the value that they have agreed to sell the vehicle for under its buy-back agreements.

56. Sixt has repeatedly replicated this scheme of charging for estimated repair costs, diminution in value, and loss of use when a vehicle was never actually repaired upon thousands of consumers, none of which know that Sixt did not actually repair the vehicles it claims caused it to incur repair costs.

F. Plaintiff Calderon's Sixt Rental

57. In or around early 2016, Plaintiff Calderon completed a Sixt rental reservation transaction using Sixt's online website, www.sixt.com.

58. Sixt's online website appears in the same website layout for each consumer in Florida and the United States.

² www.sixt.com/faqs/insurance/#/.

59. Plaintiff Calderon subsequently received a standard form confirmation e-mail from Sixt that provided a reservation identification number, this email appears the same for all consumers in Florida and the United States.

60. Plaintiff Calderon's standard form confirmation email did not contain a copy, link, or identify any contractual Terms and Conditions, including the Sixt Rental Jacket, nor did it delineate any potential administrative fees, diminution of value charges, loss of use costs, engineering fees, or potential fees associated with damages claims made on behalf of Sixt, such as a "Repair Cost per Engineer Report."

61. On or around April 1, 2016, Plaintiff Calderon proceeded to the Sixt kiosk at the designated pick up location. Once at the kiosk, Plaintiff Calderon provided his reservation number from the confirmation e-mail, payment information, and proof of identity to the Sixt staff member.

62. Next, Plaintiff Calderon was asked to digitally sign 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 E, Plaintiff Calderon's Face Page Contract.**

63. In addition to paying the cost of the rental, 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).

64. Per Sixt's company-wide policy, at no point prior to signing the electronic signature device was Plaintiff Calderon or Class Members presented with, provided the opportunity to review, or given instructions on how to properly access the Sixt Rental Jacket.

65. After Plaintiff Calderon signed the electronic signature device, the "Face Page" Contract receipt was printed, folded, and placed within a folded paper envelope along with the keys to the rental vehicle. The folded paper envelope was actually the "Rental Jacket," which is a

term only used in the rental car business and which, when unfolded purports to contain additional contract terms previously undisclosed or agreed to by the consumer.

66. The Face Page Contract only makes a passing reference to the Sixt “Rental Jacket” as it attempts to incorporate it by reference:

. . .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 E.

67. Per Sixt’s company-wide policy, the Rental Jacket, including its Terms and Conditions, was only given to Plaintiff Calderon along with the printed Face Page receipt agreeing to rent the vehicle, and along with the keys to the vehicle. In other words, the Rental Jacket was only provided to Plaintiff Calderon, *after* signing the electronic signature component of the Face Page Contract.

68. Therefore, the Rental Jacket’s terms were not legally incorporated by reference into the Face Page Contract because Florida’s “incorporate by reference law” requires that a consumer receive an incorporated document, or else be given clear direction on how to access it, *before* signing the agreement that allegedly incorporates that extrinsic document. *See Spicer*, 149 So.3d at 166.

69. Sixt did not provide Plaintiff Calderon with the proper access or clear direction to the terms contained in the Rental Jacket until after he signed his Face Page Contract agreeing to rent the vehicle.

70. Plaintiff Calderon’s confirmation email from Sixt did not include access or clear and proper direction to the Rental Jacket, describe the Rental Jacket, or state where it could be found for review.

71. It is an unfair and deceptive practice for Sixt to charge Plaintiff Calderon fees delineated in Sixt's Rental Jacket because the Rental Jacket was not legally incorporated by reference into the Face Page Contract under Florida law and is therefore not a part of Plaintiff's rental agreement with Sixt. Additionally, the estimate repair costs were not authorized by the Rental Jacket or Face Page Contract, the charging of which is an unfair and deceptive practice.

72. On April 4, 2016, Plaintiff Calderon returned his Sixt rental vehicle with no damage and in the same condition as when the vehicle was first picked up on or around April 1, 2016.

73. Sixt did not perform any sort of post-return damage inspection or procedure with Plaintiff Calderon or Plaintiff Calderon's designated additional authorized driver when the vehicle was returned.

74. On or about April 14, 2016, Plaintiff Calderon 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.

75. Plaintiff denied Sixt's allegations of damages.

76. Despite possessing no contractual authority to charge any Rental Jacket fees to Plaintiff Calderon, on January 18, 2017, nine months after Plaintiff Calderon's Sixt rental, the Doan Group allegedly performed a damage estimate for Sixt in the amount of \$1,131.65, including a \$25 Appraisal Fee.

77. On or around January 30, 2017, Plaintiff Calderon received an email from Sixt outlining \$1,131.65 as the total amount due for the alleged damage to Plaintiff's rental vehicle nine months earlier. The fees charged to Calderon were broken down 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 D.

78. The Administrative Fee, Diminished Value, Loss of Use fees were only included in the Rental Jacket and not the Face Page Contract. The Engineer Fee and Repair costs per Engineer Report are not included or authorized in the Rental Jacket or Face Page Contract.

79. Plaintiff Calderon paid the first \$500.00 of Sixt's charges through the Rental Car Insurance that he purchased at the time of his rental.

80. In addition to charging fees not listed in the Face Page Contract, each of the fees charged to Plaintiff Calderon are part of Sixt's routine and systemic practice of marking up the charges and presenting them to the consumer as pass-through charges. These marked-up charges constitute an additional revenue stream for Sixt in violation of Florida's unfair and deceptive trade practices act.

81. Upon information and belief, as part of Sixt's repeated and systematic scheme, most of the charges imposed on Plaintiff Calderon (including estimated repair costs) were not paid to any repair shop and instead the charges are simply a profit center for Sixt.

82. In fact, Plaintiff Calderon's vehicle was never repaired by Sixt. As a result, all the fees imposed upon Calderon including the first \$500 paid by his rental car insurance were unlawful because they were not actual costs incurred by Sixt and passed on to Calderon as represented.

83. Upon information and belief, Sixt repeatedly and uniformly marks up loss of use and diminished value charges above the fair market value to create a revenue source.

84. Upon information and belief, Sixt repeatedly and uniformly imposes estimate repair costs and loss of use charges on vehicles that it never actually repairs.

85. Upon information and belief, Sixt's company-wide scheme includes arbitrarily determined administrative fees that are marked up from actual costs to create additional profits for Sixt.

86. Sixt should be enjoined from further billing and collecting unauthorized charges from Plaintiff and the Class.

G. Plaintiff Marin's Sixt Rental

87. On or about February 2019, Plaintiff Marin booked a Sixt rental car through third-party website Orbitz at www.orbitz.com.

88. Plaintiff Marin subsequently received an online confirmation email with the reservation identification number.

89. The confirmation email did not contain a copy, link, or instructions on where to locate the Sixt Rental Jacket, nor did it delineate any potential administrative fees, diminution of value charges, loss of use costs, engineering fees, or potential fees associated with damages claims made on behalf of Sixt.

90. On or around March 5, 2019, Plaintiff Marin proceeded to the Sixt kiosk at the designated Sixt pick-up location at the Phoenix Sky Harbor International Airport. Once at the kiosk, Plaintiff Marin provided his reservation number from the confirmation email, payment information, and proof of identity to the Sixt agent.

91. Next, Plaintiff Marin was asked to digitally sign a black electronic signature device to accept the Face Page Contract's Terms and Conditions. **Exhibit B, Plaintiff Marin's Face Page Contract.**

92. At no point prior to signing the black electronic signature device was Plaintiff Marin presented with, provided the opportunity to review, nor given proper and clear instructions about where to locate the Sixt Rental Jacket.

93. After Plaintiff Marin signed the electronic signature device, he was given the “Face Page” Contract receipt, which contained the purported governing contract terms.

94. The standard form Face Page Contract attempted to incorporate the Sixt Rental Jacket into the Face Page Contract by reference:

. . .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 B.

95. Per Sixt’s company-wide systematic policy, the standard form Rental Jacket was given to Plaintiff Marin, for the first time, after signing the electronic signature device of the Face Page Contract. The Face Page Contract was printed, folded, and placed into the pocket of the Rental Jacket along with the keys to the rental vehicle.

96. The Rental Jacket’s Terms and Conditions were not legally incorporated by reference into the Face Page Contract and are inapplicable to Plaintiff Marin because Florida’s “incorporate by reference law” requires that a consumer must receive an incorporated document, or else be given clear direction on how to access it, before signing the agreement that allegedly incorporates that extrinsic document. *See Spicer*, 149 So.3d at 166.

97. Sixt did not provide Plaintiff Marin with the necessary access to the Rental Jacket until after he signed his Face Page Contract, including while he made his reservation on www.orbitz.com.

98. All third-party booking sites, such as www.orbitz.com, do not give proper and necessary access or direction how to access Sixt's Rental Jacket while making the reservation or in the confirmation email.

99. Plaintiff Marin's confirmation email did not include access to the Rental Jacket's Terms and Conditions or describe the Rental Jacket or give directions on it could be found for review.

100. Sixt knew that Plaintiff Marin was not provided with the opportunity to review the Sixt Rental Jacket prior to signing the Face Page Contract because the Rental Jacket was not included on www.orbitz.com when he made his reservation, was not included in his confirmation email, and Plaintiff Marin did not receive the Rental Jacket until after signing the Face Page Contract. Thus, Sixt knew that the Rental Jacket was not properly incorporated by reference into the Face Page Contract.

101. It is an unfair and deceptive practice for Sixt to charge Plaintiff Marin the Rental Jacket fees contained in its Terms and Conditions because the Rental Jacket's Terms and Conditions are not a part of Plaintiff's rental agreement with Sixt under Florida law.

102. Sixt knew that the Face Page Contract did not delineate potential charges for diminution in value charges, loss of use charges, appraisal/estimate fees, engineer fees, estimate of repairs, repair costs per engineer reports, repair costs per invoices, or any administrative fees because those fees are located in the Rental Jacket.

103. On or about March 7, 2019, Plaintiff Marin returned his Sixt rental vehicle with no damage to the Phoenix Sky Harbor International Airport Sixt location.

104. On or around March 12, 2019, Plaintiff Marin received an email from Sixt alleging that Plaintiff's rented Sixt vehicle sustained damage during his rental period.

105. Plaintiff denies Sixt's allegations of damages to the rental vehicle.

106. Despite possessing no contractual authority to charge any Rental Jacket fees or estimated repair costs to Plaintiff Marin, on April 14, 2019, Plaintiff Marin received a standard form collection letter email from Sixt outlining the total amount due for the alleged damage Plaintiff caused for a total amount of \$708.62 broken down as follows:

Repair costs per invoice:	\$519.00
Loss of Use:	\$114.62
Administrative Fee:	\$75.00

Exhibit F.

107. All of the April 16, 2019 charges from Sixt to Plaintiff are improper and deceptive because Plaintiff Marin is not subject to the Rental Jacket Terms and Conditions. Additionally, even if Plaintiff Marin was subject to the Rental Jacket's Terms and Conditions, the Rental Jacket and Face Page Contract do not authorize estimate repair costs in the form of "Repair costs per invoice." The "invoice" is an estimate of repair costs. Sixt cannot charge Plaintiff Marin for estimate repair costs, it can only charge him for the actual out-of-pocket repair costs that Sixt actually paid to an auto/body shop for the repair.

108. Sixt knew the Invoice Damage No: 9056499853 (**Exhibit B**) it sent to Plaintiff Marin contained fees not authorized by the Face Page Contract, including Repair Costs per Invoice, Loss of Use, and an Administrative Fee. Upon information and belief, each of the fees charged to Plaintiff Marin are part of Sixt's routine and systemic business practice of marking up the charges and presenting them to the customer as pass-through costs, when in fact these costs are simply an additional revenue stream in violation of the FDUTPA.

109. Sixt knew that estimate of repair costs, repair costs per engineer report, repair costs per invoice, estimate/appraisal fees, and engineer fees were not located on the Face Page Contract

or the Rental Jackets because repair costs per invoice is not authorized in either the Face Page or Rental Jacket and Sixt did not provide proper access to or instruction on where to locate the Rental Jacket that included the loss of use and administrative fee.

110. Upon information and belief, as part of Sixt's repeated and systematic scheme, not all of Plaintiff Marin's alleged repair costs (including estimated repair costs, loss of use, and administrative fees), were paid over to the repair shop, and instead the charges were marked up by Sixt and served as a profit center for Sixt in violation of the FDUTPA.

111. Upon information and belief, Sixt repeatedly and uniformly marks up loss of use charges above the fair market value to create a revenue source.

112. Upon information and belief, Sixt's company-wide scheme includes arbitrarily determined administrative fees that are marked up from actual costs to create profits for Sixt.

113. Plaintiff suffered actual damages when he paid Sixt \$519.00 of the amount set forth in the Collection Letter under his insurance policy with Allstate Insurance for the "Repair costs per invoice" because that charge is not authorized under the Face Page or Rental Jacket.

114. Plaintiff Marin also suffered further actual damages in the amount of \$189.62 which he paid out of pocket for the remaining unauthorized charges for Loss of Use and Administrative Fees. Plaintiff Marin paid these amounts to avoid harm to his credit.

H. Plaintiff Charnis's Rental

115. On November 17, 2019, Plaintiff Charnis made a reservation to rent a car using Sixt's online website, www.sixt.com. Plaintiff Charnis did not pay for the rental at the time of his reservation and the reservation was freely cancelable at his discretion. In other words, the "reservation" made by Plaintiff Charnis on November 17, 2019 did not create a binding contract.

In fact, his reservation confirmation email even stated that the price he would owe at the time of pickup was an “estimated price” of \$211.53.

116. Plaintiff Charnis’s reservation was not subjected to any arbitration clause.

117. Plaintiff Charnis subsequently received a standard form email confirming his reservation and providing a reservation identification number.

118. Sixt’s reservation confirmation email did not contain a copy, link, or identify any Rental Jacket Terms and Conditions, nor did it disclose any potential fees associated with damage to the vehicle including estimated repair costs, administrative fees, diminution of value charges, loss of use costs, appraisal/estimate fees.

119. On or around November 21, 2019, Plaintiff Charnis proceeded to the Sixt kiosk at the designated pick up location in order complete his contract with Sixt and rent his vehicle. Once at the kiosk, Plaintiff Charnis provided his reservation number to the Sixt employee along with his payment information and identification.

120. Next, Plaintiff Charnis was asked to digitally sign an electronic signature device that served as his acceptance of the standard form Face Page Contract, which is part of Sixt’s standard operating policy. **Exhibit G, Plaintiff Charnis’ Face Page Contract.**

121. Per Sixt’s company-wide policy, at no point prior to signing the electronic signature device was Plaintiff Charnis presented with, provided the opportunity to review, or given instructions on how to access the Sixt Rental Jacket.

122. After Plaintiff Charnis signed the electronic signature device, the “Face Page” Contract receipt was printed, folded, and placed within a folded paper envelope along with the keys to the rental vehicle. The folded paper envelope was actually the Sixt “Rental Jacket,” which

contained additional Terms and Conditions unknown to Plaintiff Charnis and previously undisclosed to him.

123. The Face Page Contract attempted to incorporate the Sixt “Rental Jacket” into the Face Page Contract by reference:

. . .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. . .

124. Per Sixt’s company-wide policy, the Rental Jacket, including its Terms and Conditions, was only given to Plaintiff Charnis along with the printed Face Page receipt agreeing to rent the vehicle, and along with the keys to the vehicle. In other words, the Rental Jacket was only provided to Plaintiff Charnis, *after* signing the electronic signature component of the Face Page Contract.

125. Therefore, the Rental Jacket’s terms were not legally incorporated by reference into the Face Page Contract because Florida’s “incorporate by reference law” requires that a consumer receive an incorporated document, or else be given clear description of the document and clear direction on how to access it, *before* signing the agreement that allegedly incorporates that extrinsic document. *See* D.E. 30, this Court’s Memorandum Decision and Order on Sixt’s Motion to Dismiss; *Spicer*, 149 So.3d at 166.

126. Sixt did not provide Plaintiff Charnis with the access or clear and proper instruction on how to access the terms contained in the Rental Jacket until after he signed his Face Page Contract, including proper compliance with applicable hyperlink, clickwrap, and browsewrap law.

127. Plaintiff Charnis’s confirmation email from Sixt did not include access to or clear and proper instruction on how to locate the Rental Jacket, did not describe the Rental Jacket, or state where it could be found for review.

128. On November 25, 2019, Plaintiff Charnis returned his Sixt rental vehicle with no damage and in the same condition as when the vehicle was first picked up on or around November 21, 2019.

129. Sixt employees did not perform any sort of post-return damage inspection or procedure with Plaintiff Charnis when he returned the vehicle.

130. On or about December 9, 2019, Plaintiff Charnis received communications from Sixt pertaining to “Invoice Damage No.: SX-9057850216-88-801,” and alleging that the rental vehicle sustained damage while in his possession and enclosed a form to be filled out regarding how to pay for the damage and associated fees:

Estimate of repair:	\$361.20
Diminution of value	\$90.30
Admin Fee	\$45.00
Estimate/Appraisal Fee	\$22.50

Total Sum	\$519.00

Exhibit H, Sixt’s December 9, 2019 collection letter to Plaintiff Charnis.

131. Plaintiff denied Sixt’s allegations of damage to the vehicle or owing \$519.00

132. To prevent harm to his credit, Plaintiff Charnis submitted Invoice Damage No.: SX-9057850216-88-801 to his independent insurance company, AMEX Assurance Company.

133. Plaintiff Charnis paid \$361.20 to Sixt through his insurance company for the alleged repair costs listed in Invoice Damage No.: SX-9057850216-88-801. However, AMEX would not pay Sixt’s \$45.00 Administrative Fee, \$90.30 Diminished Value Fee, or the \$22.50 Appraisal Fee, leaving an unpaid balance of \$157.80 ($\$519.00 - \$361.20 = \157.80).

134. On or around January 23, 2020, Plaintiff Charnis received a letter from Sixt outlining the new total amount owed after his insurance payment titled Invoice Damage No.: SX-9057850216-88-801:

Diminution of value	\$90.30
Admin Fee	\$45.00
Estimate/Appraisal Fee	\$22.50
Estimate of Repair	\$0.00

SUM	\$157.80

Exhibit I, January 23, 2020 Sixt Collection Letter Sent to Plaintiff Charnis.

135. The Diminution of Value and Administrative fees Sixt alleged Plaintiff Charnis owed were included in the Rental Jacket and not the Face Page Contract. The Estimate of Repair and Estimate/Appraisal fee are not authorized by the Face Page Contract or the Rental Jacket. Thus, even if the Rental Jacket Terms and Conditions applied to Plaintiff Charnis, Sixt could not charge him for an “Estimate of Repair” and a “estimate/appraisal” fee.

136. Sixt knew that estimate of repair cost and estimate/appraisal fees charged to Plaintiff Charnis was not located on the Face Page Contract or the Rental Jackets.

137. Sixt knew it did not properly incorporate by reference the diminution in value and administrative fee that it charged to Plaintiff Charnis because adequate access or instruction was not given to Plaintiff Charnis on how to locate such terms.

138. In addition to charging fees not authorized in the Face Page Contract, each of the fees charged to Plaintiff Charnis are part of Sixt’s routine and systemic practice of marking up the charges and presenting them to the consumer as pass-through charges. These marked-up charges constitute an additional revenue stream for Sixt in violation of Florida’s unfair and deceptive trade practices act.

139. Upon information and belief, as part of Sixt’s repeated and systematic scheme, not all of the charges imposed on Plaintiff Charnis (including repair costs, estimates, and appraisal fees) were paid to any repair shop and instead the charges are simply a profit center for Sixt.

140. Upon information and belief, Sixt repeatedly and uniformly marks up loss of use and diminished value charges above the fair market value to create a revenue source. For example, if Plaintiff Charnis's vehicle was not repaired for the alleged damaged caused, there could be no diminution of value or loss of use because there was no repair.

141. Upon information and belief, Sixt's company-wide scheme includes arbitrarily determined administrative fees that are marked up from actual costs to create profits for Sixt.

142. Plaintiff Charnis subsequently paid the remaining balance owed from Sixt's January 23, 2020 Invoice Damage No.: SX-9057850216-88-801 in the full amount of \$157.80 to avoid harm to his credit.

143. Plaintiff suffered actual damages in the amount of \$519.00 in the form of fees paid as a result of Sixt charging fees it has no legal authority to collect.

V. Class Action Allegations

144. 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:

UNAUTHORIZED FEE CLASS: All persons who rented a vehicle from Sixt in the United States and were charged fees related to Repair Costs that were not included in the Face Page Contract, including, but not limited to, estimates of repair costs, repair costs per engineer reports, repair costs per invoices, loss of use, diminution of value, administrative fees, estimate/appraisal fee, engineer fees, storage, and towing.

FCCPA UNAUTHORIZED FEE SUBCLASS: All persons in the United States who rented a vehicle from Sixt and were subsequently sent a Collection Letter from Sixt seeking payment for fees not included in the Face Page Contract, including, but not limited to, estimates of repair costs, repair costs per engineer reports, repair costs per invoices, loss of use, diminution of value, administrative fees, estimate/appraisal fee, engineer fees, storage, and towing. Excluded from this definition are all rental customers identified by Sixt's records as renting for business or corporate purposes.

PASS-THROUGH FEE CLASS: All persons in the United States who paid Sixt what appeared to be pass-through fees related to alleged damage to a vehicle for estimates of repair costs, repair costs per engineer reports, repair costs per invoices, loss of use, diminution of value, administrative fees, estimate/appraisal fee, engineer fees, storage, and towing that were higher than the amount that Sixt incurred or paid to their parties in connection with each fee.

NON-REPAIR CLASS: All persons in the United States who were charged by Sixt for estimates of repair costs, repair costs per engineer reports, repair costs per invoices and/or Loss of Use fees pertaining to a rental vehicle that was never actually repaired by Sixt.

145. All classes are collectively referred to as the “Class,” unless specifically stated otherwise.

146. The statute of limitations for the FCCPA claims is two years from the date of filing of the original complaint, four years for the FDUTPA claim, and five years for the breach of contract claims.

147. Expressly excluded from the Class(es) are: any Judge or Magistrate presiding over this action and members of their immediate families; and all persons who properly execute and file a timely request for exclusion from the Class.

148. Plaintiffs reserve the right to amend the Class(es) definitions at the Class Certification stage of the litigation if further investigation and discovery indicates that the Class definitions should be narrowed, expanded, or otherwise modified.

Rule 23(a) Criteria

149. **Numerosity.** The exact number of Class Members is unknown as such information is in the exclusive control of Defendant. However, due to the nature of the trade and commerce involved, Plaintiffs believe the Class consists of thousands of consumers, geographically dispersed throughout the United States and several thousand within the state of Florida, making joinder of

all Class Members impracticable. Class Members are ascertainable from a review of Sixt's business records.

150. **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's Rental Jacket's Terms and Conditions were legally incorporated by reference into the Face Page Contract;
- (b) Whether Sixt knew or should have known that they were sending collection letters for amounts not owed because they were only in the Rental Jacket, not in the Face Page Contract,
- (c) Whether Sixt's practice of charging fees set forth in the Rental Jacket's Terms and Conditions, but not the Face Page Contract, violates the Florida Unfair and Deceptive Trade Practices Act because the amounts are not owed;
- (d) Whether charging fees for estimated repair costs and engineer, appraisal, and estimate fees which are not in the Face Page Contract or Rental Jacket violates FDUTPA;
- (e) 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;

- (f) Whether Sixt can legally impose Repair Costs and Loss of Use Fees on Plaintiff Calderon and members of the Non-Repair Class when the rental vehicle at issue was not actually repaired; and
- (g) Whether the members of the Class have sustained damages and, if so, the proper measure of such damages.

Commonality is also shown by the attached **Exhibit J** which contains numerous online complaints from consumers concerning the above-mentioned common practices by Sixt:

I rented a BMW from Sixt (first time I used them) and returned it without any issue. When I returned the car, they took the car and nobody said a word. I 100% did not get in any accident, hit anything, etc. while I had the car. The next thing I know I get a letter saying I damaged the car and owed them over \$800. I have categorically denied this several times in writing and they keep badgering me.³

I returned the car and the guy walked around the car and told me everything looks great and i [sic] went on my way. Two weeks after that i [sic] get a call from them stating there is a damage to the tire and i [sic] have to pay \$250.⁴

4 months after my Sixt West Palm Beach rental I received an email with more than \$400 dollars in charges due to a defective tire on my rental.⁵

After returning the car, I was handed my invoice and left. A few weeks later, I received a letter stating that there was damage on the car's rear bumper and they asked me to send a response stating my side of the story. Weeks later, and after receiving no response from them, I received an email from Alternative Claims management stating that I needed to pay over \$700 for the damage. The damage could not have been inflicted while I had the car because I simply used it to go to my brother's house and then back to the airport.⁶

³ www.bbb.org/south-east-florida.

⁴ www.yelp.com/biz/sixt-rent-a-car-west-palm-beach-5?osq=Sixt+rent+a+car.

⁵ www.yelp.com/biz/sixt-rent-a-car-west-palm-beach-5?start=20.

⁶ www.yelp.com/biz/sixt-rent-a-car-fort-lauderdale?osq=Sixt+rent+a+car.

151. **Typicality.** The claims and defenses of the representative Plaintiffs are typical of the claims and defenses of the Class because they were all charged fees that were not set forth in their contract with Sixt. Additionally, Sixt has uniformly marked up what appear to be pass-through fees that are charged to consumers, and/or has charged and collected monies for repair costs and Loss of Use Fees where the vehicle was never actually repaired. Plaintiffs have suffered damages of the same type and the same manner as the Classes they seek to represent, and are similarly affected by Sixt's wrongful conduct. There is nothing peculiar about Plaintiffs' claims. Indeed, Plaintiffs' claims are typical of the claims of other Class Members.

152. **Adequacy of Representation.** The representative Plaintiffs will fairly and adequately assert and protect the interests of the Class. 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

153. 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 Face Page Contract legally incorporates by reference the terms set forth in the Rental Jacket; (2) whether the language of the Rental Jacket, even if applicable, allows Sixt to charge for Repair Costs and Loss of Use Fees for vehicles that are not repaired; and (3) whether Sixt marks up any of the Fees imposed on Class Members in connection with alleged damage to the vehicle. 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.

154. 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. There are no unusual legal or factual issues that would create manageability problems as the issues turn on interpretation of Sixt's standard form contracts.

155. 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.

156. 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.

157. 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 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.

Tolling of any Applicable Statutes of Limitations

158. For the reasons set forth herein, Plaintiffs and putative members of the Class are within the applicable statute of limitation for the claims presented here. Sixt failed to provide an

opportunity to review the Rental Jacket's Terms and Conditions prior to signing the Face Page Contract, therefore Defendant concealed the fees that it seeks to charge Plaintiffs until after the Face Page was signed. Additionally, upon information and belief, Sixt concealed that it marked up pass through costs it charged to Plaintiffs. Defendant is estopped from asserting any statute of limitation defenses that might otherwise be applicable to the claims asserted herein.

VI. CAUSES OF ACTION

COUNT I

Breach of Contract

(On Behalf of the Unauthorized Fee Class and FCCPA Unauthorized Fee Subclass)

159. Plaintiffs repeat and re-allege the allegations set forth in paragraphs 1-158, as if set forth fully herein.

160. Plaintiffs and Class Members entered into identical Face Page Contracts with Sixt when they picked up their rental vehicles. **Exhibits B, E, and G.** The Terms and Conditions set forth in the Face Page Contract are therefore binding on both Sixt and all Class Members, including Plaintiffs.

161. Sixt failed to legally incorporate by reference the terms of its Rental Jacket into its Face Page Contract. Plaintiffs did not receive adequate access or clear and proper direction on how to locate the Rental Jacket and its Terms and Conditions before Plaintiffs and members of the class were asked to execute the Face Page Contract.

162. As a result, only the terms set forth in the Face Page Contract are binding on Sixt and its customers, including Plaintiffs and members of the Class.

163. Plaintiffs and Class Members performed all conditions precedent under the Face Page Contract prior to filing this action.

164. The Face Page Contract governs the only fees and charges Sixt can charge Plaintiffs and Class Members.

165. Sixt breached the Face Page Contract by charging Plaintiffs and members of the Class fees and charges that were not included in the Face Page Contract, and were instead only located in the Rental Jacket, including but not limited to: actual repair costs, loss of use, diminution of value, administrative fees, estimate/appraisal fee, engineer fee, cleaning fee, storage fee, and towing fee.

166. As a direct and proximate result of Sixt's breach, Plaintiffs and Class Members have been damaged by being charged and paying amounts that they are not contractually required to pay due to Sixt's failure to include such amounts in its Face Page Contract.

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 Unauthorized Fee Class and FCCPA Subclass)

167. Plaintiffs repeat and re-allege each and every allegation in paragraphs 1-158 above, as if set forth herein in full.

168. Plaintiffs and Class Members are "consumers" within the meaning of Fla. Stat. § 501.203(7) because they are individuals.

169. Sixt was engaged in "trade or commerce" within the meaning of Fla. Stat. § 501.203(8) because it provided rental car services in Florida.

170. FDUTPA statute § 501.204 states that "Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

171. Sixt has engaged in an unfair, deceptive and unconscionable course of conduct in its rental car business when it failed to provide Plaintiffs and the Class Members an opportunity to access or give clear direction on how to access the Sixt Rental Jacket's Terms and Conditions prior to Plaintiffs and Class Members signing the Face Page Contract, which attempts to incorporate the Sixt Rental Jacket as part of the total agreement.

172. Sixt only provided the Rental Jacket Terms and Conditions after Plaintiffs and Class Members signed the Face Page Contract agreeing to rent the vehicle.

173. Because Plaintiffs and Class Members were not given an opportunity to access or given clear direction on how to access the Sixt Rental Jacket's Terms and Conditions prior to signing the Face Page Contract, the Rental Jacket's Terms and Conditions are not included in the Face Page receipt agreement and are not binding on Plaintiffs or members of the Class.

174. Plaintiffs and Class Members signed the Face Page Contract without knowledge of the Rental Jacket's Terms and Conditions.

175. The Face Page Contract is the only governing contract, exclusive of the Rental Jacket Terms and Conditions, as the provisions set forth in the Rental Jacket are not applicable to Plaintiffs and Class Members.

176. Despite not being included as terms of the Face Page Contract, Sixt engaged in unfair, unconscionable and deceptive conduct by charging Plaintiffs and Class Members fees that were not contained in the Face Page Contract and which were only set forth in the Rental Jacket, including, but not limited to loss of use fees, administrative fees, towing fees, and diminution in value. Additionally, Sixt charges Plaintiffs and Class Members for fees that are not located in the Face Page Contract or the Rental Jacket including estimate of repair costs, repair costs per engineer reports, repair costs per invoice, engineer fees, and appraisal/estimate fees.

177. Additionally, Sixt misrepresented the obligation to pay the fees by withholding Plaintiffs' and Class Members' access to the Rental Jackets until after the Face Page Contract was signed. Plaintiffs did not receive adequate instructions on how to locate the Rental Jacket while making their reservations, on their confirmation emails, or at the Sixt kiosk. Any hyperlink, clipwrap, and/or browsewrap to the Rental Jacket that Sixt inserted into the booking process was not in compliance with applicable case law, and amounts to inadequate instruction on how to locate the Rental Jacket. This conduct constitutes unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices within the meaning of Fla. Stat. § 501.204, *et seq.*

178. Reasonable consumers, like Plaintiffs and Class Members, would be deceived by Sixt's conduct in charging the Rental Jacket's fees and other fees not disclosed in the Face Page Contract.

179. As described above, Plaintiffs and the Class suffered actual damages because they were charged and paid fees they were not obligated to pay and were deceived into believing that the Rental Jacket's fees were applicable to them by providing the Rental Jacket after Plaintiffs signed the Face Page Contract.

180. Defendant caused damages to Plaintiffs and Class Members because any fees not included in the Face Page Contract are inapplicable, which can be measured with specificity based upon the amount Plaintiffs were charged for.

181. As a result of Sixt's unconscionable, unfair and deceptive conduct, Plaintiffs Marin Charnis, and Class Members suffered actual damages within the meaning of Fla. Stat. § 501.211, because Plaintiff Marin and Plaintiff Charnis and Class Members were billed for amounts not included in the Face Page Contract, instead, those fees were located in the Sixt Rental Jacket. Sixt

deceived Plaintiff Marin and Plaintiff Charnis and corresponding Class Members into paying the unauthorized fees, and will continue to cost Plaintiffs and the Unauthorized Fee Class and Florida Subclass monies as long as the scheme continues.

182. Plaintiff Calderon refused to pay Sixt for the unauthorized fee's but has suffered actual damages and is an "aggrieved parties" as defined by FDUTPA Fla. Stat. § 501.211(2) by continuously being threatened and billed for unauthorized charges. His credit scores are potentially at risk of lowering due to the unauthorized fees being charged to him and injunctive relief is appropriate to prevent Sixt from further billing and collection efforts.

COUNT III
Florida Consumer Collections Practices Act ("FCCPA")
Fla. Stat. § 559.72 (9)
(On Behalf of the FCCPA Unauthorized Fee Subclass)

183. Plaintiffs repeat and re-allege each and every allegation in paragraphs 1-158 above, as if set forth herein in full.

184. At all times material to this complaint, Sixt was a "debt collector" as defined under Fla. Stat. § 559.55(7), because Sixt regularly collects debts related to its car rental service. For example, Sixt sent bills to Plaintiff Marin, Plaintiff Charnis, and Class Members seeking to recover estimate of repair costs, repair costs per engineer report, repair costs per invoice, engineer fees, appraisal/estimate fee, loss of use costs, diminution in value, and administrative fees, none of which are authorized in the Face Page Contract.

185. At all times material herein, Plaintiff Marin and Plaintiff Charnis and others similarly situated were "debtors" as defined by Fla. Stat. § 559.55(8) because they were natural persons who were obligated to pay for their Sixt car rental.

186. At all times material herein, Plaintiff Marin and Plaintiff Charnis' debt and the debt of others similarly situated were "debts" or "consumer debts" as defined by Fla. Stat. § 559.55(6) because financial obligation arose from the obligation to pay Sixt for renting a vehicle from Sixt.

187. The FCCPA, Fla. Stat. §559.72(9) provides:

In collecting consumer debts, no person shall:

(9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.

Fla. Stat. § 559.72(9) (emphasis added).

188. The billing letters sent to Plaintiff Marin and Plaintiff Charnis and others similarly situated by Sixt were an attempt to collect a debt.

189. However, Sixt had no legal right to seek collection of any fees that were not authorized in the Face Page Contract.

190. Sixt sent Plaintiff Marin, Plaintiff Charnis, and the Class collection letters seeking to collect for amounts not authorized in the Face Page Contract.

191. Sixt had knowledge that it was attempting to collect a debt that was not authorized by the Face Page Contract, and was not legitimate because the fees it charged Plaintiff Marin and Plaintiff Charnis were not delineated in the Face Page Contract.

192. Sixt knew Plaintiff Charnis and Plaintiff Marin and Class Members did not receive adequate instructions on how to locate the Rental Jacket while making their reservations, on their confirmation emails, or at the Sixt kiosk. Any hyperlink, clipwrap, and/or browsewrap link to the Rental Jacket was not in compliance with applicable law regarding incorporation by reference and amounts to inadequate instruction on how to define and locate the Rental Jacket. Thus, Sixt knew any fees charged to Plaintiff Marin, Plaintiff Charnis, and Class Members that was located in the

Rental Jacket were not incorporated by reference into the Face Page Contract. The Face Page Contract is the only governing contract between Plaintiffs and Sixt.

193. Sixt knew that estimate of repair costs, repair costs per engineer report, repair costs per invoice, estimate/appraisal fees, and engineer fees were not located on the Face Page Contract or the Rental Jackets.

194. By attempting to collect fees not authorized in the Face Page Contract, Sixt violated Fla. Stat. § 559.72(9) by claiming and attempting to enforce a debt which was not legitimate and not due and owing to Plaintiff Marin, Plaintiff Charnis, and Class Members.

195. As a direct and proximate result of Sixt's Fla. Stat. §559.72(9) violation by knowingly charging Plaintiff Marin, Plaintiff Charnis, and Class Members fees not authorized in the Face Page Contract, they have been harmed receiving the collection letters and paying any of the amount charged that were not authorized in the Face Page Contract. Plaintiff Marin, Plaintiff Charnis, and the Class are entitled to actual damages, statutory damages and attorney's fees and costs pursuant to Fla. Stat. § 559.77(2).

COUNT IV
Breach of Contract
(On Behalf of the Non-Repair Class)

196. Plaintiffs repeat and re-allege the allegations set forth in paragraphs 1 through 158, as if set forth fully herein.

197. Plaintiffs asserts this Count IV in the alternative to Counts I, II and III which all depend on Sixt's failure to legally incorporate by reference its Rental Jacket into the Face Page Contract. If this Court finds that the Rental Jacket Terms are binding on Plaintiffs and members of the class, Plaintiffs allege that Sixt breached its contract with Plaintiffs and members of the Non-Repair Class to the extent that Sixt's contract only allows Sixt to pass on its actual repair

costs to the consumer and that Sixt breaches its agreement with consumers when it charges them for estimates of repairs and fees that were never actually made.

198. Plaintiffs and Class Members entered into identical Face Page Contracts with Sixt when they picked up their rental vehicles. **Exhibits B, E, and G.** The Terms and Conditions set forth in the Face Page Contract are therefore binding on both Sixt and all Class Members, including Plaintiffs.

199. With Regards to rental damage repair obligations, the Rental Jacket declares that Plaintiffs and Class Members 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)” **Exhibit C, Paragraph 5.** This means Sixt can only charge Plaintiffs and Class Members for actual out of pocket expenses they have incurred for Sixt’s cost of repair. Once the repair is made, and Sixt has paid the auto/body shop, Sixt can then bill Plaintiffs and Class Members for those actual costs.

200. The Rental does not list estimate of repair costs, repair costs per engineer report, repair costs per invoice, engineer fees, and appraisal/estimate fees as authorized charges.

201. Only the terms set forth in the Face Page Contract and Rental Jacket are binding on Sixt and its customers, including Plaintiffs and members of the Class.

202. Plaintiffs and Class Members performed all conditions precedent under the Face Page and Rental Jacket contract prior to filing this action.

203. Sixt breached the Face Page and Rental Jacket contract by charging Plaintiffs and members of the Class fees and charges that were not included in the Face Page or Rental Jacket, including estimate of repair costs, repair costs per engineer report, repair costs per invoice, engineer fees, and appraisal/estimate because Sixt can only charge for actual costs it incurred while

fixing the damage. Instead, Sixt did not fix the vehicle at all and still charged these unauthorized fees.

204. Additionally, Sixt breached the Face Page and Rental Jacket contract by charging a Loss of Use fee to Plaintiffs and Class Members, when Plaintiffs and Class Members vehicle was not actually. According to Sixt's website's FAQ/Insurance page, "Loss of use is a fee that occurs when damage to a rental car prevents Sixt from being able to rent out the car while repairs are being made."⁷ There can be no loss of use under Sixt's definition for Plaintiffs and Class Members if the vehicle was never repaired.

205. As a direct and proximate result of Sixt's breach, Plaintiffs and Class Members have been damaged by being charged and paying amounts that they are not contractually required to pay due under the Face Page Contract and Rental Jacket and for paying Loss of Use fees that are authorized under the Face Page Contract and Rental Jacket, but the vehicle is never actually repaired, meaning Sixt was never not able to rent out the vehicle while repairs were made.

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

206. Plaintiffs repeat and re-allege the allegations set forth in paragraphs 1 through 158, as if set forth fully herein.

207. Plaintiffs asserts this Count IV in the alternative to Counts I, II and III which all depend on Sixt's failure to legally incorporate by reference its Rental Jacket into the Face Page Contract. If this Court finds that the Rental Jacket Terms are binding on Plaintiffs and members of the class, Plaintiffs allege that the Fees are still unfair, unconscionable and deceptive to the

⁷ www.sixt.com/faqs/insurance/#/.

extent that Sixt marks-up what appear to be pass-through charges for damage to rental vehicles and keeps the undisclosed profit for itself.

208. Plaintiffs and Class Members are “consumers” within the meaning of Fla. Stat. § 501.203(7) because they are individuals.

209. Sixt was engaged in “trade or commerce” within the meaning of Fla. Stat. § 501.203(8) because Sixt engages in the rental car business in Florida.

210. Pursuant to Fla. Stat. § 501.204, “Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.

211. On information and belief, Sixt employs a company-wide scheme that portrays its Repair Costs (including loss of use fees, diminution in value, and administrative costs), as pass-through costs that have been paid to third parties by Sixt as a result of damage to the rental vehicle while in the possession of Plaintiffs and members of the class. In fact, Sixt does not pay the entire amount charged for repairs and fees over to third-parties. On information and belief, Sixt regularly charges more than it costs to repair the vehicle and it retains the overcharge for itself.

212. Sixt also charges estimate of repair costs, repair costs per engineer report, repair costs per invoice, engineer fees, and appraisal/estimate fees that are not authorized in the Face Page or Rental Jacket that appear to be for paying for estimates for repair. Once Plaintiffs and Class Members pay for these estimates, Sixt does not pay the full amount or in most cases, any, of the money over to the auto/body shops that provided the estimate of repairs.

213. Additionally, Sixt inflates the fees charged for diminution in value, loss of use, and administrative costs in excess of the actual costs incurred by Sixt as a result of the damage to the vehicle to create an additional hidden profit component for Sixt.

214. This conduct constitutes unconscionable acts or practices, and unfair or deceptive acts or practices within the meaning of Fla. Sta. § 501.204, *et seq.*

215. A reasonable consumer, like Plaintiffs and Class Members, would be deceived by Sixt's conduct in charging marked up pass-through costs for the charges because the charges appear to be charges paid to third parties to repair damage to the rental vehicle and for time the rental vehicle was unable to be rented as a result of the repairs.

216. As described above, Plaintiffs and the Class suffered damages because they paid or were invoiced for amounts in excess of the true cost Sixt pays or incurs for damage repairs, loss of use, diminution of value, appraisal/estimate fees, and administrative costs. Plaintiffs and the Class have been damaged in that they paid or are currently being asked to pay more than the actual costs incurred by Sixt for what appear to be pass-through charges.

217. On several occasions, the entirety of the amount charged for repair costs is unlawful because Sixt never actually repaired the vehicle. Therefore, it never suffered any actual loss as a result of the alleged damage. For example, Sixt mailed Plaintiff Calderon "INVOICE DAMAGE NO. 9052483983," which included a diminution of value charge for \$166.81 and a loss of use cost for three days for \$102.60 (\$34.20 per day). **Exhibit D.**

218. However, Sixt admitted in discovery that Plaintiff Calderon's rental vehicle was never repaired and that Sixt never paid any third party for the Repair Costs imposed upon Plaintiff Calderon and members of the Non-Repair Class.

219. Additionally, Sixt could not have incurred three days of "loss of use" because the vehicle was never taken out of service for repairs.

220. Therefore, Plaintiff Calderon was charged by Sixt for Repair Costs and Loss of Use Fees that it never actually incurred.

221. Sixt has repeatedly replicated its scheme of charging for Repair Costs and Loss of Use Fees when a vehicle was not repaired upon thousands of consumers, none of which know that Sixt is never repairing the vehicles that it claims consumers damaged.

222. Because Sixt has charged and collected amounts from in excess of the actual amount it pays to third-parties for such fees and costs, Sixt caused Plaintiffs and Class Members damages, which are actual damages within the meaning of Fla. Stat. § 501.211. The measurement of actual damages for this conduct is the difference between what Sixt actually incurred as losses due to the repairs and the amount that was paid by Plaintiffs and members of the class.

223. Additionally, those Plaintiffs and Class Members that have yet to pay the amounts invoiced by Sixt for the marked-up fees and costs, 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.

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. Declare that Sixt is financially responsible for notifying all Class Members;
- C. Declare that Sixt must disgorge, for the benefit of the Class, the ill-gotten profits it received from charging unauthorized fees;
- D. For economic and compensatory damages on behalf of Plaintiffs and all members of the Class;
- E. For actual damages sustained, as allowed by law;

- F. For punitive or exemplary damages;
- G. For injunctive and declaratory relief;
- H. For reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action pursuant to the FDUTPA and FCCPA; and
- I. 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 24st day of August, 2020.

VARNELL & WARWICK, P.A.

/s/ Brian W. Warwick

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EXHIBIT A

Common position of national authorities within the CPC Network

Sixt

This letter sets out how CPC authorities have interpreted Sixt's final proposals ('the proposals'). CPC authorities have considered Sixt's proposals on each of the issues set out below and assessed them by reference to the requirements of the Directive 2005/29/CE on Unfair Commercial Practices (UCPD), Directive 93/13/EEC on Unfair Terms (UTD) and Directive 2011/83/EU on Consumer Rights (CRD) and the application of those Directives to the issues described below. On issues where CPC authorities have remaining concerns, and/or consider that the proposals are inadequate in any respects, this is noted and recommendations are made.

This assessment is without prejudice to any action that is currently being or may be taken at Member State level. Further, in helping to assess the need for any future action, CPC authorities and the European Commission will continue to monitor how the proposals made by Sixt are implemented and function in practice in addressing the issues set out below.

Assessment of Sixt's proposals

Scope of proposals

1. Sixt has made the proposals summarised below in relation to the 'Sixt' brand. The proposals will be applied to all direct booking channels. Additionally, the proposals will apply to any brand Sixt might operate in the future.
2. Sixt says it is working with its franchisees to improve their practices and contract terms by proposing quality manuals and training, including twice-yearly training events. Sixt will take all legally permissible steps and apply all legally permissible measures to ensure both the implementation of the proposals by its franchisees and general compliance of its franchisees.

a) Unjustified charges

CPC authorities acknowledge Sixt's confirmation of its policy for dealing with damage charges. Sixt states that once damage to a vehicle (beyond normal wear and tear) has been allocated, the consumer is notified in writing or by email and asked to fill in a damage report. Photographic evidence and an independent damage assessment report to support the claim are provided at this time. Consumers are given 14 days to return the report and if not returned they are sent a reminder with a further 14 days to reply. If the consumer does not respond at all Sixt would invoice the consumer.

If the consumer denies responsibility for the damage and Sixt cannot provide strong evidence to the contrary, the consumer is not charged. Where the consumer admits responsibility or

where Sixt has strong evidence that the consumer caused the damage, the consumer will be charged for an amount up to the agreed excess by invoice. If the consumer disputes the damage or amount of the charge after receipt of an invoice Sixt will assess the case again and decide whether or not to take the case to court. The consumer would also be referred to the European Car Rental Conciliation Service. **Sixt will only charge the consumer's payment card for damage if they obtain a further express specific authorisation after the return of the vehicle. Sixt does not charge any administration fees whatsoever.**

CPC authorities reiterate that consumers should be provided with clear information about the process for disputing damage charges both during the booking process, in the terms and conditions, at the rental desk and at any post-rental inspection where damage is identified. **Further, consumers should be clearly informed of their right to challenge the charge if they do not accept their responsibility for the damage and the amount claimed, and Sixt's procedure to do this. Moreover, the consumer should be informed of how to challenge the company's final decision if the consumer is not happy with it,** including references not only to the European Car Rental Conciliation Service (for cross-border disputes) but also to any relevant national Alternative Dispute Resolution bodies, and to the network of European Consumer Centres for advice and information on cross-border disputes.

b) Unfair terms

Transparency of rental terms

Sixt states that the key characteristics of the service and its essential conditions are displayed prominently alongside each offer. They are available to all consumers i.e. those who make a non-binding reservation and those who pre-pay. Further, it states that the terms and conditions for the final rental agreement (which are identical to the booking contract) are available throughout the reservation process and at the counter. Sixt has stated that it will implement changes for all its corporate countries in the EU so that during the booking process a consumer will be given the full terms and conditions for rentals within the country the booking/reservation is made for in the language of the country the respective website is directed to. The content of the terms and conditions are to a great extent identical for all Member States other than for deviations due to national legislation and/or case law. Sixt has confirmed that links to the applicable terms and conditions will be displayed more prominently on its website, and this will be implemented in all corporate countries. In addition to being available during the booking process, all consumers are also provided with a confirmation e-mail, which will include the full terms and conditions for rentals within the country the booking/reservation is made for, in the language the website is directed to.

CPC authorities welcome Sixt's proposals and consider that, in principle, their implementation should result in improvement in compliance with the relevant EU Directives and therefore in levels of consumer protection. However, CPC authorities note from a review of the UK website that only the full rental terms and conditions for rentals within the UK are

available and specific information for the selected country of rental is provided separately by clicking on 'rental information'. CPC authorities maintain that the full terms and conditions applicable in the country of rental should be signposted and available during the booking process in the language of the country to which the website is directed. **It is important that the full terms of rental are available to consumers who are making a booking and before they are bound by the contract – not doing so could potentially breach the transparency and good faith requirements of the UTD, or could result in terms being unfair, for example by reference to Annex paragraph 1(i) of the UTD (terms which irrevocably bind a consumer to terms which they have had no real opportunity of becoming acquainted with before the conclusion of the contract). The terms and conditions should also be written in plain and intelligible language so that they are easily understood by consumers.**

CPC authorities also reiterate that key terms and material information should be prominently highlighted to consumers during the booking process (together with the booking and pre-pay terms). If material information about the content of rental terms is omitted, Articles 7(1)/(2) of the UCPD could potentially be breached. CPC authorities also recommend that Sixt provides to consumers at the time of booking a 'key rental facts' overview summarising the main characteristics of the rental, including key terms and requirements. This is a recommended way of ensuring that Sixt meets its obligations under the UCPD, CRD and UTD to make particular items of key information clear, transparent and prominently highlighted.

Further, CPC authorities consider that key information about the rental terms and requirements given prior to a booking (both in relation to consumers who pre-pay and those who make a reservation/booking) qualify as pre-contract information requirements within the meaning of the CRD and must hence form an integral part of the booking contract in accordance with Article 6.5 of the CRD.

If misleading information is given about the content of rental terms, Article 6 of the UCPD could be breached. If key rental terms and conditions that would constitute material information according to Article 7 of the UCPD are not presented to the consumer during the booking process, the UCPD would also be breached.

CPC authorities also note that the vehicle return time indicated by default in the booking process is three hours before the end of the rental period. Sixt has stated that pick-up and return times indicated by default are those times that according to Sixt's database are the most preferred pick-up and drop-off times at that respective location, and that prices are always shown on the basis of 24 hours units. **CPC authorities consider that this should be made clear to the consumer during the booking so as to avoid giving a misleading impression about the rental period, which could amount to a misleading practice under the UCPD**

Fairness of terms

CPC authorities have not undertaken a detailed assessment of Sixt's online booking or rental terms & conditions for fairness and note that these were not provided by Sixt.

CPC authorities reiterate, however, that amongst other things such terms should not impose disproportionate contractual penalties on the consumer for breach of contract. For example, - CPC authorities note the term in the (UK) booking conditions whereby in the event that the booked vehicle is not collected or not collected at the agreed time, the consumer may incur a 'no show' fee. Sums charged or forfeited by the consumer should represent a genuine pre-estimate of Sixt's expected loss, or the consumer's anticipated liability, in case of early termination of the contract in order not to be unfair under the UTD. Further, terms should not seek to unfairly limit Sixt's obligations, for example by disclaiming responsibility for keeping, or returning, goods and items owned by the consumer that are left inadvertently in the vehicle by the consumer after returning the vehicle.

Sixt should review its booking, pre-payment and rental terms & conditions to ensure they are compliant with the applicable legislation especially the UTD.

Fuel Policies

Sixt operates a full to full fuel policy. Consumers are informed about this policy upon vehicle collection and the consequences (including charges) if this policy is not adhered to and rental agents of Sixt are trained to inform consumers that vehicles have to be returned with a full tank. However, Sixt does not draw the consumer's specific attention to the full to full policy during the booking. Pre-paid fuel options are not available during the booking process but -a full to empty fuel option is available at certain Spanish rental locations at the rental desk; the price for this fuel option is stated by Sixt to be lower than the price for refuelling the whole tank but no refunds are given for unused fuel.

CPC authorities reiterate that information about fuel policies, fuel costs and how they will be calculated and any other charges (such as refuelling charges if the consumer fails to return the vehicle with a full tank as required) should be clearly and prominently drawn to the consumer's attention during the booking process, and not just included within the terms and conditions or only explained at the rental desk. Further any fuel charges (such as refuelling fees) should be fair and reasonable.

c) **Insurances and waivers**

Transparency

Sixt states that optional waiver products can be purchased during the reservation process as well as at the rental counter, and are described on websites in terms that are customarily used

by private car insurers in the respective country. It believes that the exclusions to its waiver products are no different to those found in standard private motor insurance. Sixt has agreed to provide more detailed information on these products on its websites, by placing information buttons and pop up buttons directly next to each of its waiver products during the website reservation process. These buttons will display detailed information on the respective waiver product once clicked/touched.

As well as clearly explaining the consumer's liability for damage, the cover already included in the rental price (and any exclusions to it), the amount of any excesses and options for further reducing the liability, CPC authorities reiterate that the information provided on the Sixt website and through other direct booking channels should include not only the price of the optional waiver/insurance products but the excess amounts and any exclusions that apply to these products (with any material exclusions prominently highlighted, for example for windscreen or tyre damage, water or fire damage, weather related damage, or damage incurred when using the vehicle off-road, or where they are different to those found in standard private motor insurance), so as to enable the consumer to make an informed decision. Further, notwithstanding that they may be brought to the attention of consumers, CPC authorities explain that exclusions in waivers may be unfair under the UTD if they are unreasonable. The nature of waiver products (and insurance products if they are also offered) should be clearly explained in simple language to allow the consumer to make an informed choice, and any abbreviations used need to be clearly explained.

Subject to these points, CPC authorities welcome Sixt's proposals and consider that, in principle, their implementation should result in improvement in compliance with the relevant EU Directives and therefore in levels of consumer protection.

Sales at rental desk

CPC authorities acknowledge Sixt's assertion that its sales agents at its rental counters are trained to explain additional insurance and waiver products in detail, and are trained not to pressure consumers. Sales agents do not advise on third party excess reduction insurance products or other insurance products. Sixt states that the pay of a rental agent also depends on the Customer Satisfaction Index (CSI) score the agent achieves, a key KPI which is gathered through a client survey. The CSI is also influenced by entries in the complaint management system. The quality management department sets up CSI reports for every branch on a monthly basis and if complaint ratios are disproportionate or beyond a denied threshold, mitigation actions are triggered.

However, notwithstanding that a rental agent's bonus depends in part on the CSI, CPC authorities note that Sixt's rental staff are incentivised to sell insurance and waiver products at the counter, which in principle could lead to consumers being pressured to take out such products.

CPC authorities also note that, based on a review of the Sixt website in Italy, the amount of the 'security deposit' required at pick up (which can be for a high amount) will be significantly reduced - by 50 per cent - if the consumer purchases the additional 'Super Cover', further pressuring them to purchase this product. This appeared to be inconsistent with the additional information given by Sixt in which it stated that it 'seeks authorization only upon pickup for time and mileage and all extras and services agreed upon in the rental contract'. CPC authorities note the further clarification from Sixt that its operations in Italy are franchised but that it is seeking to convince the franchisee to refrain from this practice.

d) Transparency of prices

Mandatory and optional charges

Sixt has confirmed that all mandatory fees – including one way fees and premium location fees – are included in the initial headline price presented when the consumer has entered their search details. Sixt has also confirmed that its bookings always show the drive away price, including all compulsory/mandatory charges (including mandatory safety equipment) and optional charges, so that consumers will never face having to accept additional and/or mandatory charges or a higher final price at the rental desk.

Sixt stated that it had amended its website to ensure that the amount of the YDS was always added to the total rental price shown at the end of the booking process (a consumer to whom a YDS is applicable would therefore be shown a price including the YDS before completion of the booking). It is modifying the information box displayed at the start of the booking process to show the YDS there. As the YDS is effectively a mandatory part of the rental price for consumers under the relevant age, CPC authorities consider that where the charge is applicable it should be included within the initial headline price presented after the consumer submits their search details.

Sixt states that consumers can see throughout the booking process how much each optional extra will cost per day and for the total rental period. However, CPC authorities note (when reviewing the UK website) that although the cost per day is given alongside each optional extra, when the extra is selected its cost for the total rental period is not shown and is only included within the total rental price at the bottom of the screen – CPC authorities consider that when selecting an optional extra consumers should always be shown its total cost for the rental period and not just the cost per day.

CPC authorities reiterate that optional extras not included in the rental, and the price of those extras, should be made clear and available from the first stage of the booking process. Further, consumers should be made aware during the booking process of the existence of any charges that may be applicable if specific events occur, and their amounts – for example in relation to 'out of hours' fees.

Pre-authorisations/deposits

Sixt states that the charges included within the credit card pre-authorisation depend on the type of reservation. If the reservation is a *pay on arrival reservation*, Sixt seeks authorisation upon pick up for the services and extras agreed upon in the rental contract. If the reservation is a *prepaid reservation* there is payment at the time of booking but Sixt might seek a (further) pre-authorization/credit card payment upon pick up if the consumer wants further products that were not contained in the initial booking. Sixt only provides information on pre-authorizations when requested by the consumer. Sixt states that the amount it seeks authorisation for from the payment card issuer is usually the multiple of 1.2 of the expected rental price with the additional 20% to cover possible late returns and/or refuelling charges. The pre-authorisation does not cover any potential damage charges whatsoever. The exact amount of the pre-authorisation is shown on the rental agreement.

CPC authorities consider that consumers should be made aware during the booking process of the requirement for pre-authorisation of their credit card, the purpose, amount and the type of charges covered by the pre-authorisation (as well as also being detailed in the terms and conditions). Consumers should also give their express consent for the pre-authorisation of their payment card for any additional charges.

e) Vehicle damage

Post-rental inspection

Sixt has commenced a roll out of a new returns procedure whereby it will actively ask customers to attend a post rental inspection, as this should significantly reduce the number of post rental disputes about damage (under its previous returns procedure it would only carry out a post-rental inspection with the customer present if the customer requested it). Under its quality standards, Sixt aims for waiting times during both peak and off-peak times of less than five minutes. Consumers wanting to attend a post rental inspection are informed of the waiting time immediately. Sixt expects to be able to implement this new process in all corporate countries and will use its best efforts to convince its franchisees to adopt the same procedures and standards.

CPC authorities welcome Sixt's proposals and consider that, in principle, their implementation should result in improvement in compliance with the relevant EU Directives and therefore in levels of consumer protection.

CPC authorities reiterate, however, that consumers should be clearly informed during the booking, in the terms and conditions and at the rental desk of the procedure for returning the vehicle and for the carrying out of the post-rental inspection (including inspection timescales so consumers can allow sufficient time to be present), and Sixt's staff should be trained accordingly.

Sixt states that it inspects every out-of-hours return as soon as the respective branch opens so as to establish any damage that would have been evidently caused by the consumer. CPC authorities reiterate that the out-of-hours returns procedure should be clearly explained to consumers during the booking process (as well as in the terms and conditions and at the rental desk) including any additional charge for such a service. CPC authorities recommend that Sixt considers what additional steps it could take to minimise damage disputes linked to 'out of hours' returns recognising the need to balance the convenience to consumers against the risk that they face damage charges.

Assessing damage

Sixt states that it does not charge consumers for fair wear and tear; consumers are only charged for damage if it is beyond reasonable doubt that they caused it; and Sixt bears any damage exceeding the retention (CPC authorities presume this means the excess amount the consumer is liable for). **If damage is not visible at the post rental inspection it will not be attributed to a consumer.** Sixt has arrangements that prevent the final repair bill being lower than possible estimates that might be given to the consumer.

Sixt states that it does not use a damage matrix. Damages are either assessed by an inspection of the vehicle by an independent appraiser or charged on the basis of a repair invoice. CPC authorities reiterate that it should be transparent to the consumer on what basis they are being charged for damage and how the amount has been quantified.

Liability for damage

Although Sixt has not expressly set out its position in relation to the consumer's liability for vehicle damage, CPC authorities understand that consumers are held responsible for all damage incurred during their rental.

CPC authorities reiterate that a contract term that holds consumers liable for vehicle damage in circumstances where they can establish that the damage was not their fault and they had acted with reasonable care, or which make the consumer liable for any damage caused to the vehicle if returned outside of hours even if the damage occurs within the car rental company's property and the company has been negligent, may be open to challenge as potentially unfair under Article 3 of the UTD (by inappropriately transferring the risk of liability for damage). Consumers also need to be made aware of the extent of their potential liability in the event damage is caused by a third party, and what processes exist to recover compensation from that third party. Consumers may be unaware of, or surprised by, their liability for damage that is not caused by their fault and CPC authorities consider it is therefore important that they are given clear information upfront during the booking process and/or in the terms and conditions about the extent of their liability and the options available to them to reduce the liability.

f) Fines and local traffic regulations

Sixt has not made any proposals on providing location specific information on road and parking regulations before a consumer arrives at the rental desk, maintaining that it should not be held responsible for ensuring consumers abide by such regulations and that the adoption of such practices would expose it to liability for possible omissions and mistakes.

Whilst it is acknowledged that consumers have some responsibility to acquaint themselves with local traffic rules, CPC authorities consider that car hire companies should provide consumers with information on any specific road and parking regulations (particularly when renting abroad), for example by linking to publicly available external information. It is also important that consumers are made aware of any restricted zones in which a rental location is located before they leave it.

CPC authorities also consider that best practice requires that the consumer is informed before entering the contract not only that administrative charges may be made to process any fines or penalties (or in any other stated circumstances) but in each case the amount of the relevant charge. Further, CPC authorities reiterate that in determining the amount of the charge consumers should not be obliged to pay a disproportionately high sum in compensation of administrative costs (see Annex paragraph 1(e) of the UTD).

g) Intermediaries and brokers

Sixt states that it takes all steps that are legally permissible where it becomes aware that brokers are not complying with their consumer protection obligations.

CPC authorities reiterate that Sixt should use its best endeavours to ensure that brokers and other intermediaries with which it has a contractual or commercial relationship comply with consumer protection law. CPC authorities therefore welcome Sixt's commitment to ensuring that its brokers comply with applicable law but request confirmation that this also applies to intermediaries such as travel agencies.

EXHIBIT B

EXHIBIT C



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.*

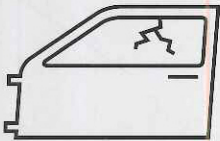
Sixt Tampa Airport 5105 W Cypress Street 33607 Tampa, FL
+1 813 666 8608 | *Off-site location with courtesy shuttle bus.*



TIPS FOR A SMOOTH RENTAL PROCESS.

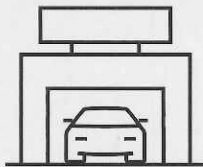


PICK UP

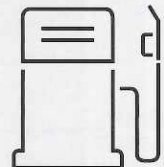


If any existing damages are present, verify they are on face page of contract. If not, alert the Rental Sales Agent before leaving the branch.

DURING

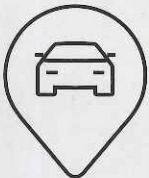


Take advantage of highway travel with our Express Toll Pass. Without this pass, you will be assessed a \$5 administrative fee per toll + cost of toll.

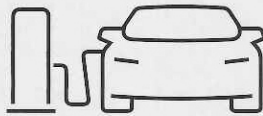


If you did not purchase our prepaid fuel option, please refill your tank or you will be charged at a per gallon rate, as stated on face page of contract.

RETURNING



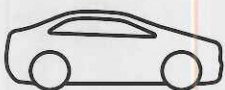
Check the return location on your rental agreement to ensure you're returning to the correct branch.



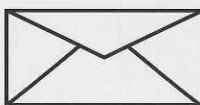
If you drove less than 70 miles and refilled the tank please save a copy of your receipt otherwise you may be charged a service fee.



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
Return address: 2501 BRISTOL DRIVE UNIT A2
33409-6458, WEST PALM BEACH
Fuel Gauge: 8/8
Car is parked on: RL-1-6
Customer No: 0009903759
Int. No: 0013489421
Registr No: FL-DZSW51
Veh. type: CHEVROLET SUBUMB
Order No:
Res No: 9847539186

Renter 1: Driver
CALAMUSA
STEVEN
5280 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

BH1162000.nov16

sixt.com

feel the motion.

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 gouvènmen approve chèn ti moun'n ke yo teste. Kompayi lokasyon sa gen chèn sa yo ke gouvènmen 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 D



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

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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.

EXHIBIT E

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

Page Page of Contract No. 936235460 XIX H

Time out: 04/01/2016 16:23 West Palm Beach
Due in: 04/04/2016 16:00 West Palm Beach
Return address: 4015 SEAKE HWY SUITE 1
23401-5826, WEST PALM BEACH
Mile Level: 445 Fuel Gauge: 9/8 Veh. Type: MB METRIS NPV 05
Car is parked on: READVLDRH Order No:
Renter 1: Driver Renter 2: Company
CALDERON
PHILIPPE

Driving license:
Second Driver: CALDERON, SUB,
Rate: US\$27.11 PER DAY Agency:

	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	35.97 USD A1
Partial Damage Waiver	1 x	5.99	29.97 USD A0
Rate includes all mls			
A0 Tax exempt			
A1 Sales Tax 6.00%			
Total			192.69 USD
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 affects your 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 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 30.00 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 rentals then register or log in at www.sixt.com/mySixt, your online customer portal.

You have been served by Ms Sarzuela
Signature: 936235460 0

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

EXHIBIT F



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

MARIN
ANCIZAR
1787 NW 124TH WAY

PEMBROKE PINES FL 33028-2632

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.

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



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



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 57,31	114.62	USD
Admin Fee		75.00	USD
Sum		708.62	USD

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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.

SAFELITE FULFILLMENT, INC.



CUSTOMER SERVICE CENTER 1-800-835-2257

IF YOU HAVE ANY QUESTIONS REGARDING
PAYMENT OF THIS INVOICE: 1-800-835-2092

INVOICE 01814-122683

PLEASE REMIT PAYMENT TO:
SAFELITE FULFILLMENT, INC
P.O. BOX 633197
CINCINNATI, OH 45263-3197
PLEASE WRITE INVOICE NUMBER ON CHECK

INVOICE: 03/12/19 BD
ORDERED: 03/08/19 INSTALLED: 03/12/19
W.O. # : 156662 REFERRAL#: 000000
INSURED:
SIXT RENT A CAR RISK
1805 E SKY HARBOR CIR S
PHOENIX AZ 85034-0000
PH1:602-425-5736 PH2:

SIXT RENT A CAR LLC
1501 NW 49TH STREET
SUITE 100
FORT LAUDERDALE FL 33309

Acct #: 508069

POLICY# :
CLAIM # : D5646
AUTH/VER: KYLE

PO#/REF : 9302148957
LOSS LOC:
LOSS DATE/CAUSE: 03/12/19

2019 JAGUAR XE 4 DOOR SEDAUTILREWVNATELREWEXTEATIONA ARR: MOBILE
VIN: SAJAR4FX7KCP47538 LICENSE/ST: 1 AZ MILEAGE: 1
STOCK #: D5646

QTY	PART #	LIST	SELLING	LABOR	KIT	MATERIAL	EXTENSION
1	FW04148 GTY	519.00	519.00	.00	.00	.00	519.00
RAIN SENSOR~SOLAR~ENCAP~W/THIRD VISOR FR							

PART TOTAL 519.00
LABOR TOTAL 0.00
SUB-TOTAL 519.00
SALES TAX 0.00

P A Y T H I S A M O U N T 519.00

TERMS:

ADDITIONAL INFO/CLAIMANT

STORE LIC #:
031119-508069-508126

SERVICED BY: COUNTY/A
SAFELITE AUTOGLASS # 01814
PHOENIX AZ 85040-0000
SAFELITE TAX ID #: 36-4523816
00100-508069-122683

SIXT RENT A CAR RISK
1805 E SKY HARBOR CIR S
PHOENIX AZ 85034

000000020190312742

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

0000000000/US/C/EB

RETURN RECEIPT (COPY)
 Subject to final audit
 Document: 9395408899/00/M/00/N

Company/Mr/Ms
 MARIN
 ANCIZAR
 1787 NW 124TH WAY
 PEMBROKE PINES FL 33028-2632
 USA

03/07/2019

Cust.:9729628 VAT no.:

Drivers name: MARIN ANCIZAR
 Registration No: 0014133152 AZ-CEJ1656
 JAGUA XE SAL PET AUT
 Group: PCAR USUX4000 STANDARD OFFLINE
 Order no:
 Second Order :
 Third Order:
 Costc. Cu.:
 Payment : VI *****671
 Res No. 9872929364
 Vcr:

-----		NUMBER	-- SINGLE PRICE		-----	
Time out:	03/05/2019 / 20:10	ml:	9948	City:	Phoenix Sky Harbor I	
Time in :	03/07/2019 / 22:35	ml:	10057	City:	Phoenix Sky Harbor I	
Rental days	3	1 x	171.93		171.93 USD	A1
Mls inclusive		109				
Rental Facility Charge		3 x	6.00		18.00 USD	A1
AP Concession Recovery Fee		11.11 %			19.10 USD	A1
Subtotal					209.03 USD	
A1 Sales Tax 10,60% + Rental Vehicle Surcharge 5,00					32.61 USD	
Total					241.64 USD	
Final amount					241.64 USD	

Thank you for booking Sixt !
 The service has been rendered between check out date and check in date.
 This amount has been charged to your VISA Account.
 This is not a payment request. This is the estimated cost overview
 for your records.

E-Mail: customerservice-usa@sixt.com

Branch	Date	Time	mls/out	mls/in	mls	Plate	CO2	GLP*
Phoenix Sk	07.03.19	22:35	9948	10057	109	AZ-CEJ1656		37560

EXHIBIT G



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

Face Page of Contract No. 9429162857 XXX N

Customer No: 9429162857
 Time out: 11/21/2019 21.17 Miami Internati Int. No: 0014274232
 Due in: 11/25/2019 16.00 Miami Internati Registr No: FL-IEKS10
 Return address: RENTAL CAR CENTER, 3900 NW 25TH STREET #414
 33142, MIAMI
 ml Level: 13956 Fuel Gauge: 8/8 Veh. Type: JEEP GRAND CHERO
 Car is parked on: Y Order No:
 Res No: 9891168250

Renter 1: Driver Renter 2: Company
 CHARNIS
 AMIR

Rate: US6PU000 SCAR Agent:

	Number	Unit Price	Subtot.		
Rental days	4	1 x 158.05	158.05	USD	A1
Vehicle License Fee	4 x	0.95	3.80	USD	A1
GPS guaranteed	4 x	12.99	51.96	USD	A1
Rental Facility Charge	4 x	4.84	19.36	USD	A1
Rental Surcharge	4 x	2.00	8.00	USD	A1
AP Concession Recovery Fee	11.11 %		23.75	USD	A1
Rate includes all mls					
A1 Sales Tax 7,00%			18.55	USD	
Total			283.50	USD	

Prepaid - amount already paid: 221.74 USD
 Payment method: AMEX
 Card: #####3#08 0000
 Authorization: 11/21/2019 261.77 USD
 Merchant-ID: 0
 Transaktion-ID: 19561
 Terminal-ID: 10003354
 Receipt No: 6981
 PayCor-ID: 91122UN34T9NZ4WRSB
 AID: A00000002501
 TVR: 0000008000
 TSI: F800
 AC: 266C8BACEED6D018
 ARC: 3030

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

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, plus tax.

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.

GEOGRAPHICAL RESTRICTIONS: The rental vehicle may only be used in the state of pick-up and the following states: Alabama, Georgia (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, 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 is free from damage except for the damage marked with an asterisk (*).

*Bonnet	: middle	scratch	< 2 inch superf
*Door, front	: Passenger side	scratch	< 2 inch (down
*Door, rear	: Passenger side	scratch	< 2 inch (down
*Sill, rear	: Driver side	scratch	2-4 inch super
*Quarterpanel (US)	: Driver side	scratch	2-4 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.

You also acknowledge receiving from us a map of the Miami Dade Airport area. 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 as a deposit, in no event less than \$200, 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

release your rental and credit/debit card information to the charging authorities for processing purposes. I further acknowledge and consent to the dispute resolution provisions contained in the Terms and Conditions.

Signature:

9429162857 9



+++++

You have been served by Mr. Juan A

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

2019-11-22T03:25

EXHIBIT H



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

CHARNIS
AMIR
3900 W ALAMEDA VE

BURBANK CA 91505

12/09/2019

Your reference:
 Damage No.: **SX-9057850216-88-801** (please quote in your reply)
 Date of Damage: 11/25/2019
 Rental Contract No.: 9429162857
 Rental period: 11/21/2019 to 11/25/2019
 Registration No.: FL-IEKS10
 Vehicle: JEEP GRAND CHEROKEE UTL PET AUT
 Driver: AMIR CHARNIS

33629

Dear Mr. Charnis,

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 12/23/2019 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.



CHARNIS
 AMIR
 3900 W ALAMEDA VE

 BURBANK CA 91505

12/09/2019

I N V O I C E Damage No.: **SX-9057850216-88-801**

Estimate of repair	361.20	USD
Diminution of value	90.30	USD
Admin Fee	45.00	USD
Estimate / Appraisal Fee	22.50	USD
<hr/>		
Sum	519.00	USD
	=====	

Damage compensation is not subject to tax.

If you wish to settle the invoice of 519.00 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 9057850216 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.

Date: 12/1/2019 05:42 PM
 Estimate ID: DG137598-MIA
 Estimate Version: 0
 Preliminary
 Profile ID: BUDGET

THE DOAN GROUP

Damage Assessed By: STANLEY SANTANIELLO
 Classification: Field

Condition Code: Good
 Deductible: UNKNOWN
 File Number: DG137598-MIA
 File Number: DG137598-MIA

Claim Number: 9057850216

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: 911593

Description: 2019 Jeep GrandCherokee Trailhawk
 Body Style: 4D Ut Drive Train: 3.6L Inj 6 Cyl 4WD
 VIN: 1C4RJFLG7KC718825 License: IEKS10 FL
 Mileage: 14,184
 OEM/ALT: O Search Code: None
 Color: BLACK
 Options: PASSENGER AIRBAG, HEATED SEAT, 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, LEATHER SEAT, POWER PASSENGER SEAT
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, SKID PLATES, ANTI-LOCK BRAKE SYS.
 TRACTION CONTROL, FOG LIGHTS, ALUM/ALLOY WHEELS, REARVIEW CAMERA
 POWER LIFTGATE\TRUNK, TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT
 ANTI-THEFT SYSTEM, NAVIGATION SYSTEM, AUXILIARY INPUT
 BLUETOOTH WIRELESS CONNECTIVITY, HD RADIO, LEATHER STEERING WHEEL
 SATELLITE RADIO, TOW HITCH RECEIVER, POWER ADJUSTABLE EXTERIOR MIRROR
 4WD OR AWD, PRIVACY GLASS, AUTO AIR CONDITION, TRIP COMPUTER
 FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS, UNIVERSAL GARAGE DOOR OPENER
 4 WHEEL DRIVE, 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, HEATED STEERING WHEEL
 DAYTIME RUNNING LIGHTS, AIR SUSPENSION, DRIVER SEAT WITH POWER LUMBAR SUPPORT
 ELECTRONIC PARKING AID, ELECTRONIC STABILITY CONTROL, EXTERIOR MEMORY MIRRORS
 FRONT COOLED SEATS, FRONT HEATED SEATS, FRONT SEATS WITH POWER LUMBAR SUPPORT
 KEYLESS ENTRY SYSTEM, LIMITED SLIP DIFFERENTIAL, POWER FOLDING EXTERIOR MIRRORS
 REAR BENCH SEAT, REAR SPOILER, SIDE BLIND ZONE ALERT, SMART KEY SYSTEM
 STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	104878	BDY	OVERHAUL	Frt Bumper Cover Assy			3.9 #
2	104882	BDY	REPAIR	Frt Upr Bumper Cover	Existing		1.5* #
3	AUTO	REF	REFINISH	Frt Upr Bumper Cover			C 2.8
4	900500	BDY *	REPAIR	FLEX ADDITIVE	Sublet	10.00 *	0.0*
5	AUTO	REF	ADD'L OPR	Clear Coat			1.1
6	AUTO		ADD'L COST	Paint/Materials		85.80 *	
7	AUTO		ADD'L COST	Hazardous Waste Disposal		5.00 *	

ESTIMATE RECALL NUMBER: 12/01/2019 17:42:26 DG137598-MIA
 Mitchell Data Version: OEM: OCT_19_V

Date: 12/1/2019 05:42 PM
 Estimate ID: DG137598-MIA
 Estimate Version: 0
 Preliminary
 Profile ID: BUDGET

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

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	5.4	28.00	0.00	10.00	161.20 T		
Refinish	3.9	28.00	0.00	0.00	109.20 T	Total Replacement Parts Amount	0.00
Taxable Labor					270.40		
Labor Summary	9.3				270.40		
II. Additional Costs					Amount	IV. Adjustments	Amount
Taxable Costs					90.80	Customer Responsibility	0.00
Total Additional Costs					90.80		
Paint Material Method: Rates							
Init Rate = 22.00 , Init Max Hours = 99.9, Addl Rate = 26.00							
						I. Total Labor:	270.40
						II. Total Replacement Parts:	0.00
						III. Total Additional Costs:	90.80
						Gross Total:	361.20
						IV. Total Adjustments:	0.00
						Net Total:	361.20

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

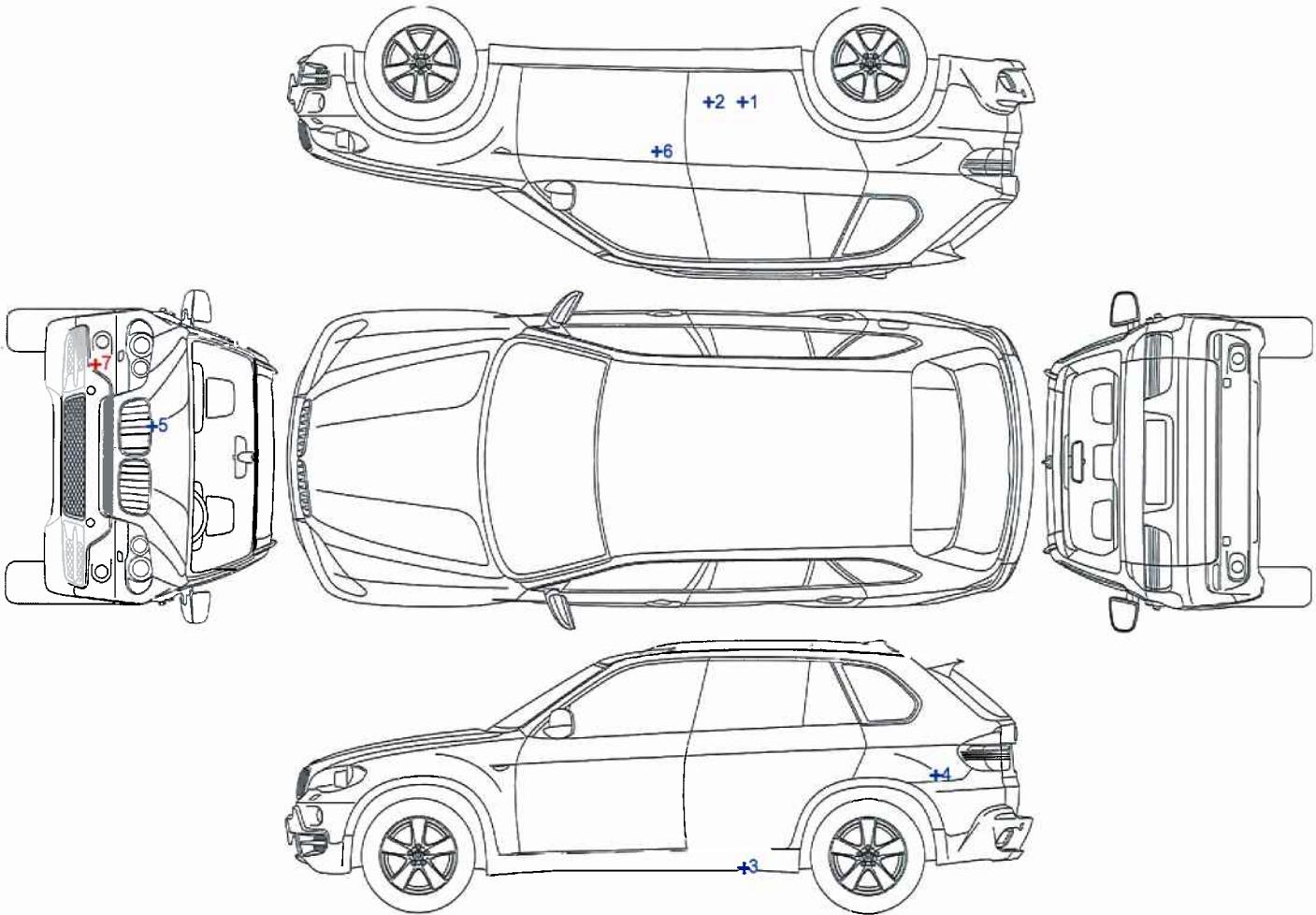
Point(s) of Impact
 12 Front Center (P)



Return Checksheet

Rental Agreement:	9429162857	Branch:	Miami International Airport
Customer name:	Mr. Amir Charnis	Date, Time:	November 25, 2019, 04:21 PM
Registration plate:	FL-IEKS10	Mileage:	14184
Vehicle:	JEEP GRAND CHEROKEE	Fuel level:	8/8 (eighths)

Damages



Sample model, vehicle driven can differ from picture.

New damage

7 Bumper, front	Passenger side	scratch	> 10 cm (down to primer)
-----------------	----------------	---------	--------------------------

Existing damages

1 Door, rear	Passenger side	scratch	< 5 cm (down to primer)
2 Door, rear	Passenger side	scratch	< 5 cm (down to primer)
3 Sill, rear	Driver side	scratch	5-10 cm superficial
4 Quarterpanel (US)	Driver side	scratch	5-10 cm superficial
5 Bonnet	middle	scratch	< 5 cm superficial
6 Door, front	Passenger side	scratch	< 5 cm (down to primer)



Return Checksheet

Rental Agreement:	9429162857	Branch:	Miami International Airport
Customer name:	Mr. Amir Charnis	Date, Time:	November 25, 2019, 04:21 PM
Registration plate:	FL-IEKS10	Mileage:	14184
Vehicle:	JEEP GRAND CHEROKEE	Fuel level:	8/8 (eighths)

Vehicle equipment
Built-in navigation system OK

Extras booked
None /

Remarks
None

State of vehicle
Interior slightly soiled Exterior average soiled

Customer Service
Hotline: +1 888 749 8111
E-mail: customerservice-usa@sixt.com

Signature

Please be aware that depending on the vehicle condition (for example dirty or wet), a supplementary inspection of the vehicle may take place after cleaning.


Mr. Amir Charnis
Customer

Marguelys G
Employee

EXHIBIT I



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

CHARNIS
AMIR
3900 W ALAMEDA VE

BURBANK CA 91505

01/23/2020

Damage No.:	SX-9057850216-88-0	(please mention always)
Registration Number:	FL-IEKS10	
Date of Damage:	11/25/2019	
Rental Contract No.:	9429162857	
Date of Rental:	11/21/2019 to 11/25/2019	
Drivers Last Name:	CHARNIS AMIR	

33156

Dear Sixt renter,

We regret to inform you your insurance carrier neglected to settle this claim and Sixt has exhausted our efforts to collect from your carrier.

Due to the claim not being paid in full by your insurance carrier, it is your contractual obligation to cover all unpaid portions of your claim.

Please contact your insurance carrier if you wish to discuss their reason for rejecting your claim.

We are asking for payment in full to be made by 02/01/2020 in order to close this claim.

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

We ask you to forward settlement of our claim in full as disclosed in the breakdown attached Sixt Rent A Car, LLC at the address below (please ensure our damage number is mentioned on all correspondence to avoid any delays in processing).

In case of any questions, please do not hesitate to contact us.

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.



CHARNIS
 AMIR
 3900 W ALAMEDA VE

 BURBANK CA 91505

01/23/2020

I N V O I C E Damage No.: SX-9057850216-88-801

Diminution of value	90.30	USD
Admin Fee	45.00	USD
Estimate / Appraisal Fee	22.50	USD
Estimate of repair	0.00	USD

Sum	157.80	USD
------------	---------------	------------

=====

Damage compensation is not subject to tax.

If you wish to settle the invoice of 157.80 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 9057850216 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 J

https://www.bbb.org/south-east-florida/business-reviews/auto-renting-and-leasing/sixt-rent-a-car-in-fort-lauderdale-fl-90037245/reviews-and-complaints
11/07/2016

Billing / Collection Issues

Complaint

I returned the car with no issues and Sixt is claiming the car was in an accident and trying to charge me over \$800 for something I did not do.

Damage No: SX-XXXXXXXXXX-XX-XXX

Rental Agreement: XXXXXXXXXXXX

Car rental date: 2/4/16

Return date: 2/10/16

Registration # *****

Sixt Rent A Car, LLC

Attn: Claims Department

PO Box 460967

Ft. Lauderdale, FL 33346- 0967

Phone: +X XXX XXX XXXX

Fax: +X XXX XXX XXXX

email: *****@sixt.com

I rented a BMW from Sixt (first time I had used them) and returned it without any issue. When I returned the car, they took the car and nobody said a word. I 100% did not get in any accident, hit anything, etc. while I had the car. The next thing I know I get a letter saying I damaged the car and owed them over \$800. I have categorically denied this several times in writing and they keep badgering me. It was inspected by their people upon my return without any further comment and nobody ever called me - I received a letter weeks later stating the above. Clearly, I was shocked.

have sent them this information several times and they still continue to harass me about owing them money and are threatening me with collections for something I didn't do and that they reviewed upon my return.

There are many complaints online about this company and similar things that have occurred. I feel I am being lied to and scammed for something that I did not do. ([Show Less of Complaint](#))

Desired Settlement

I want them to drop these ridiculous claims, drop these charges and leave me alone.

Consumer Business Dialog

Business Response

To whom it may concern,

Sixt's response

3 months later

On 16.05.2016, Sixt Claims Dept explained via email to the customer that the letter sent to him was to find out what may have happened during the rental regarding the damage claim. On 17.05.2016 the customer replied with his dispute of the claim.

On 06.07.2016, Sixt Claims Dept advised that the damage reported to the passenger side of the vehicle was not listed prior to acceptance of the vehicle and was documented at the time of return. It was requested that the loss be submitted to the customer's insurance carrier. The customer replied the same day with another dispute of the claim.

On 13.09.2016, Sixt Claims Dept reiterated that the rental agreement was closed along with the time stamp when the damage was captured. All supporting documentation was provided to the customer and the expectation was set to either inform the insurance carrier or settle the matter out of pocket. It was also conveyed that in the instance customer chose not to pay the claim, then the file would be turned over to collections.

We hope this information clarifies your inquiry.

Consumer Response

When renting with Sixt we try to expedite the pick-up process for all of our customers.... [Read more](#)



Michel C.
Jonesboro, LA
2 friends
3 reviews
6 photos

★★★★★ 9/16/2016

Sadly I have had only bad experiences with them, even at multiple sites, not only in palm beach. With my recent one, which will be the last time I will ever use SIXT, showed bad signs from the beginning with bad service not only with me but with other customers next to me. I returned the car and the the guy walked around the car and told me everything looks great and i went on my way. **Two weeks after that i get a call from them stating there is a damage to the tire and i have to pay \$250. Really??!** for one tire??! Because it is under my car insurance deductible i have to pay for it. I think its kinda shady and whose to say this happened during my rental period. Unfortunately, i got stuck with this bill which is super overpriced for one tire but anyways this is the last time i will use SIXT anywhere.

Was this review ...?

Useful Funny Cool

Comment from Customer S. of Sixt rent a car
Business Owner
9/16/2016 - Hi Michael,

Thank you for review. Our vehicles are hired out exclusively with branded tires or with the tires fitted as standard by the manufacturers. Each time the vehicle is returned, they are inspected for damage and repairs are made immediately if required. I'll be more than happy to take a closer look into your claim, please send an email to [customerservice-usa@sixt...](mailto:customerservice-usa@sixt.com) with reference number Y26143584. [Read less](#)



Start your review of **Sixt rent a car.**



Phillip L.
Stockton, NJ
1 friend
3 reviews
2 photos

★★★★★ 5/16/2016

4 Months after my Sixt West Palm Beach rental I received an email with more than \$400 dollars in charges due to a defective tire on my rental. Let me say that I drove the car from the airport to the inside garage of my Marriott property. The next morning when I went to get the car, the tire was flat. After several calls to o Sixt roadside service I finally got an answer and a promise to be right out. Of course they never showed up. Luckily the Marriott staff couldn't have been better and insisted on changing the tire. Returning the car to Sixt was another ordeal at the counter, but who would ever suspect that 4 months later I would get billed for a tire, rim and week of the car being out of service. Sixt NEVER AGAIN!!!

Was this review ...?

Useful 4 Funny Cool 1



Comment from Customer Care A. of Sixt rent a car
Business Customer Service

5/17/2016 · Hi Phillip

Thank you for reaching out. Our records indicate that you have declined Roadside Assistance therefore, the customer is liable for any tire repair/replacement cost incurred during the rental as agreed on your rental agreement. We would be more that happy to further review this matter for you. Please contact our Claims Department at 1-888-749-8555 so we can better assist you. Thank you. [Read less](#)



Secure | https://www.yelp.com/biz/sixt-rent-a-car-fort-lauderdale?osq=Sixt+rent+a+car

We hope this information has been helpful. Please let us know if you have any further questions. [Read less](#)



Jose R.
Brooklyn, NY
13 friends
10 reviews
1 photo

★★★★★ 2/20/2017

I rented a 2016 Chrysler 300S from 10/17/2017 to 10/20/2016 at the Sixt Fort Lauderdale location. The "check in" process went smoothly and the car met expectations. After returning the car, I was handed my invoice and left. A few weeks later, I received a letter stating that there was a damage on the car's rear bumper and they asked me to send a response stating my side of the story. Weeks later, and after receiving no response from them, I receive an email from Alternative Claims Management stating that I needed to pay over \$700 for the damage. The damage could not have been inflicted while I had the car because I simply used it to go to my brother's house and then head back to the airport. The car was placed in a garage. I rent cars very often for business and pleasure and as a "best practice" I check the car before driving off the rental site. My visual inspection did not reveal any damages to the rear bumper. The fact that Sixt did not respond to my explanation and sent me directly to a Claims Management company (Alternative) shows a blatant disregard for customer service. Now, Alternative keeps insisting that I pay a bill for a damage that was not caused by me. Needless to say, I will not be renting a car from Sixt again and encourage everyone to be careful when renting a car from this company.

Was this review ...?

- Useful
- Funny
- Cool



Comment from Customer S. of Sixt rent a car
Business Owner

2/22/2017 - Hello Jose,
We always appreciate customers who take the time to give us their feedback. It's perfectly understandable that you're very upset about what's happened. We see that our claims department has already assisted you with this claim. I'm positive that they have taken the correct steps to review the information within our policy. Your trust in our services is important to us because we wish to welcome you back as a satisfied customer. [Read less](#)