



## **ELECTRIC VEHICLE AMENDMENT TO RENTAL TERMS AND CONDITIONS (“EV AMENDMENT”)**

This EV Amendment amends the rental agreement signed by you with respect to the rental of a vehicle powered by an electric motor (an “EV”) from Avis/Budget Car Rental, LLC or the independent Avis/Budget licensee identified on the rental agreement (“Avis/Budget”).

**1) AMENDMENT TO RENTAL AGREEMENT:** This EV Amendment simultaneously amends the terms of your rental from Avis/Budget with respect to the terms herein only. All other terms of your rental remain in full force and effect. In the event of any conflict between the terms of this EV Amendment and your other rental terms, the terms of this EV Amendment shall govern.

**2) ONE WAY RENTALS ARE NOT PERMITTED:** Due to unique infrastructure needs associated with EV’s, your EV must be returned to your rental location on the date/time specified in your rental terms. If your EV is not returned to the renting location, all costs incurred in transporting your EV back to the renting location will be assessed to you. In addition, you will be assessed a fee for Avis/Budget’s loss of use of the EV between the time that you should have returned the EV to the renting location and the time that it is returned to the renting location up to a maximum of thirty (30) days. The loss of use fee will be your daily rental rate.

**3) BATTERY CHARGE LEVELS AT VEHICLE CHECK OUT:** Avis/Budget will rent the EV with at least an **80%** charge on the battery. The range of your EV will vary based on a number of factors including vehicle load, driver’s actions such as speed and acceleration, climate and terrain factors such as inclines. Avis/Budget does not warrant or guarantee the range of an EV.

**4) CHARGING DURING RENTAL:** If you use a ChargePoint charger to recharge the EV during your rental, that cost will be billed back to Avis/Budget and added to your rental charges including a \$5 service fee. These charges may not appear on the final invoice and may be added later due to processing time. Battery charging limit on a EVs should be set at 90% maximum. You may recharge the EV at other public or private charging locations at your own cost. You may also have to register and incur a fee at certain of these locations. You are responsible for any registration (including accepting terms and conditions and privacy policy) and any fees. If you do not move the EV promptly from the charging stall when it is finished charging you may incur an Idle fee for the time the EV remains in a charging stall after it is finished charging. You are responsible for and will indemnify Avis/Budget for any idle or similar fee incurred when the EV is on rent to You. If the EV is overdue for return Avis/Budget reserves the right to remotely disable and remove the EV from the charging platform.

**5) BATTERY CHARGE LEVELS AT VEHICLE RETURN:** Your EV must be returned to Avis/Budget with a battery charge level of at least **70%**. If returned at less than **70%** but more than **10%** battery charge level, a charging fee of **\$35** will be assessed to you. If returned with less than a **10%** battery charge level, you will be assessed an additional low charge fee of **\$35** (a total of **\$70** charging fees if returned with a battery charge of less than 10%). The charging fee is based on kilowatt hour, overhead and administrative costs Avis/Budget incurs in charging the vehicle.

**6) ROADSIDE ASSISTANCE:** Roadside assistance is available for your EV but fuel cannot be delivered to EV's. If you require roadside service because you depleted your EV's batteries, your EV will be towed to your renting location and the towing expense will be assessed to you. If you require another vehicle due to a breakdown, you may be provided a gasoline powered vehicle in which case, all fuel provisions of your rental terms shall apply with respect to your replacement vehicle.

**7) SPECIAL EV EQUIPMENT:** All EV equipment including, but not limited to, charging equipment, keys, key cards, fobs and/or remote ("EV Equipment") provided with your EV must be returned. The full replacement cost of any EV Equipment not returned with your EV will be charged to you. LDW, even if elected, does not cover EV Equipment.

**7) UNIQUE TESLA TERMS:** If you rented a Tesla EV, you will be able to access Tesla Superchargers to recharge Tesla vehicles without any cost to you provided, however: 1) any Tesla "idle fees", as defined and charged by Tesla, shall be your responsibility (see Tesla's website for details

<https://www.tesla.com/support/supercharger-idle-fee>); and 2) the provisions of "Battery Charge Levels at Vehicle Return" shall continue to apply to you.

**TESLA VEHICLES MAY NOT BE WASHED AT AN AUTOMATIC CAR WASH. ANY DAMAGE CAUSED BY AN AUTOMATIC CAR WASH SHALL BE ASSESSED TO YOU PURSUANT TO THE "DAMAGE/LOSS TO THE CAR" PROVISIONS OF YOUR RENTAL TERMS AND WILL NOT BE COVERED BY LOSS DAMAGE WAIVER. IF YOU DO NOT PURCHASE LDW AND RELY ON YOUR PERSONAL INSURANCE TO COVER YOUR DAMAGE TO THE EV, IT IS YOUR RESPONSIBILITY TO ENSURE YOUR INSURANCE PROVIDES COVERAGE FOR EV'S AND/OR EV COMPONENTS.**

**ACKNOWLEDGED AND AGREED TO BY:**

**Rental Agreement Number:** \_\_\_\_\_

**RENTER:** \_\_\_\_\_

**Date:** \_\_\_\_\_