



VEHICLE ACCIDENT MANAGEMENT AGREEMENT

This Agreement is entered into this _____ day of _____, between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" (hereinafter "Enterprise"), and _____ (hereinafter "Company") In consideration of the mutual promises it is agreed as follows:

ENTERPRISE WILL PERFORM THE FOLLOWING SERVICES IN CONJUNCTION WITH ADMINISTERING VEHICLE ACCIDENT MANAGEMENT PROGRAM:

1. Handle from the initial report until completion, physical damage, salvage and theft claims directly with Company's driver.
2. On behalf of Company, subrogate those claims which may result in the other party being responsible for all or part of the claim.
3. Provide National Glass Replacement directly to Company's driver.
4. Exercise reasonable diligence to contact Company or a party so designated by Company by telephone with potential liability claims.
5. Provide a "Short Term Rental Program" for vehicle replacement needs. The Terms and Conditions of said program are periodically published by Enterprise. In the event that Company participants or uses said program, Company assumes the responsibility for and shall pay for all short term rental contracts arranged by Enterprise through any car rental company.
6. Provide at the conclusion of each claim, a completed claims report, repair invoice, non-internal invoices and rental car invoices with the final Enterprise invoice as needed.
7. Send an analysis of the claims experience as requested.

COMPANY WILL DURING THE TERM OF THIS AGREEMENT:

1. Handle and be responsible for all liability coverage and liability claims.
2. Cooperate with Enterprise, including providing the vehicle driver when said cooperation is needed in all subrogation and other claim areas.

TERMS OF THIS AGREEMENT: The fees for this program are as follows:

1. Physical Damage, Theft and/or Salvage Claim - \$125 per claim.
2. Glass Replacement - Enterprise cost plus \$30
3. Subrogation - 20% of the proceeds from subrogation.
4. Rental Car - Competitive national pricing.

This Agreement may be terminated by either party upon sixty (60) days notice to the other in writing at their last recorded address

Company: _____

Enterprise Fleet Management, Inc., ("Enterprise")

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

DESIGNATION OF AUTHORIZED ADJUSTER

_____, hereinafter referred to as Adjuster, is hereby authorized and empowered, in the name of, and on behalf of, the undersigned Company as follows:

1. To determine the amount of loss and damage to the property described in the applicable Accident Report (hereafter "Report") by reason of an incident which occurred on the date(s) stated on said Report. Adjuster is further authorized and empowered to have the amount of loss and damage to the property described in the Report appraised either by Adjuster or by someone designated by an adjuster and to enter into an agreement of appraisal therefor.
2. Adjuster is hereby specifically designated as the representative of the undersigned Company to demand, for and on behalf of the undersigned Company, that any party involved in the incident described in the Report exhibit to Adjuster, or to any person or firm authorized by Adjuster, any and all remains of the property involved in the incident described in the Report.
3. To prepare, submit, execute and give, in the name of the undersigned Company, any and all demands and/or notices required to be made or given by the undersigned Company.
4. To prepare, submit and execute, in the name of the undersigned Company, proofs of loss regarding the amount of loss and damage to the property described in the Report and amendments thereto.
5. To investigate the incident described in the Report.
6. To expend and/or advance such sums of money as are needed and required in order to adjust, investigate and appraise the amount of loss and damage to the property described in the Report.
7. To negotiate, compromise and settle any and all claims for the amount of loss and damage to the property described in the Report, including all claims for loss of use, and in connection therewith, Adjuster shall have the authority and power to execute, sign and endorse, in the name of the undersigned Company, any and all documents, including but not limited to, releases, proofs of loss, drafts and checks, required or necessary to accomplish same.

The Adjuster shall have no power or authority to admit liability on behalf of the undersigned Company for the loss, or any part thereof.