

PAYMENT

STANDARD RENTAL QUALIFICATIONS

Non-Local renters (DL address must be more than 150 miles from rental location) may rent using the following method(s) of payment and must meet all standard rental qualifications, including -

1. Must produce a Major Credit Card or Debit Card (Please see the Debit Card section below for requirements).
2. Must produce a Drivers License bearing the same name as is on the card.
3. Credit Card/Debit Card and Drivers License must be presented at the rental counter at the time of pick up.

Local renters (who have an address within 150 miles of rental location) may NOT use a Debit Card, and must meet all standard rental qualifications, including -

1. Must produce a Major Credit Card.
2. Must produce a Drivers License bearing the same name as is on the card.
3. Credit Card and Drivers License must be presented at the rental counter at time of pick up.

MAJOR CREDIT CARDS

1. The credit card must have the available funds for the estimated amount of rental charges, plus a deposit of USD/150.00.

NOTE - Local renters in Chicago, Ft. Lauderdale, Ft. Myers, Las Vegas, Miami, Oakland, Orlando, San Francisco, San Jose, Salt Lake City, and Tampa must have available funds for the estimated amount of rental charges plus a security deposit of USD/500.00 when renting Economy, Compact, Mid-Size, Standard and Full Size car classifications.. All other car classifications must have available funds for the estimated amount of rental charges plus a security deposit of USD/1,000.00.

2. Unused funds will be returned through the credit card processor after the vehicle is returned. Due to bank processing, a return of funds can take between 2 to 5 business days to appear in the Customers account when using this form of payment.
3. The address stated on the Renters valid Drivers License will be referenced to determine the Renters primary residence.
4. We do NOT accept miniature key tag-style credit cards.

DEBIT CARDS

Please see separate DEBIT CARD policy below.

CASH PAYMENTS AT TIME OF RENTAL FOR INTERNATIONAL CUSTOMERS ONLY

Note - This policy is held company-wide: with the exclusions of Oakland and Phoenix, who do NOT rent with cash as a rental qualifier at time of rental for International Customers only.

Documents Needed (must be presented at the rental counter at time of pick up):

1. Valid Passport From Country of Origin
2. International License
3. License From Country of Origin
4. Airline Itinerary Return Confirmation

The International Customer also must satisfy the following conditions:

1. Customer must have a reservation (no walk-ins).
2. They may only rent Economy through Full-Size vehicles.
3. Must present a current valid Passport from a country other than the United States.
4. Must present a valid International License along with a current valid license from the same country as passport.
5. Must present a returning airline itinerary with confirmation of a return travel date.
6. The vehicle must be returned prior to the return date and time of departure as stated on flight confirmation itinerary.
7. In U.S. currency, leave a cash deposit of USD/250.00 plus the estimated amount of rental charges. Unused funds will be refunded by check and sent within 14 days of car return.

8. A U.S. contact phone number (i.e., an operating phone) to be contacted in case of an emergency while the vehicle is on rent.

PREPAID CARDS

Prepaid Credit Cards from any card supplier are NOT accepted as a form of payment at time of rental.

PAYMENT AT CAR RETURN

Major Credit cards, Debit cards, prepaid American Express/Visa/MasterCard, and cash always accepted as payment upon return.

INSURANCE

Optional Insurance is not required to rent a vehicle. Details available at rental counter.

Loss Damage Waiver (LDW): FOX offers to all renters LDW, Loss Damage Waiver, which for an additional daily charge relieves the renter of all financial responsibility for the loss of, or damage to the rental car, as long as the vehicle is used in accordance with the terms of the Rental Agreement. Cost - USD/11.00 to USD/32.99 per rental day depending on vehicle type and rental location.

Rental Liability Insurance (RLI): Primary insurance protecting you against claims made by a third party for bodily injury and/or property damage sustained while operating the rental vehicle, up to the required financial responsibility limits of the state in which the vehicle is rented. RLI does not cover all situations that may arise while operating a rental vehicle. The renter is financially responsible for all damages not covered under the liability policy including, but not limited to, the FOX rental vehicles full value. Costs for RLI coverage vary by state

Supplemental Liability Insurance (SLI): Provides coverage for third-party automobile claims for the difference between the primary liability limits provided under the renters own personal policy and a maximum combined single limit of one million dollars for bodily injury and/or property damage but does not cover all situations that may arise while operating a rental vehicle. Costs for SLI coverage varies by state

Personal Accident/Personal Effects Protection (PAC): Personal Accident Coverage provides an accidental death and accidental medical expense benefit to the renter and their passenger(s). The death and medical expense benefit will both pay in addition to any other coverage that might be applicable to the renter or passengers. Personal Effects Coverage offers limited protection against damage to personal effects owned by the renter, as well as immediate family members of the renter, who permanently reside in the renters household and are traveling with the renter. Cost - USD/3.34 to USD/4.99 per rental day, depending on the rental location.

Roadside Service Assistance Program (RSA): If you purchase our Roadside Service Assistance (RSA) we will waive all or a portion of the cost of a roadside assistance service call up to the amount of USD/400.00 per incident. You may purchase RSA at USD/6.49 per rental day at all FOX corporate locations. Benefits include emergency road service towing (within 25 miles of occurrence), winching, jump start, flat tire change, lockout service, and emergency fuel delivery (up to two gallons). Some restrictions apply ask for a copy of an RSA brochure at the rental counter.

Mexico Insurance: FOX offers the purchase of insurance for your vehicle when driving in Mexico, which is only available on economy- through full-sized vehicles.. Mexico insurance can be purchased at the time of rental prior to entering Mexico at the following corporate locations: Los Angeles, Ontario, Orange County, San Diego or Phoenix. Coverage applies only in Mexico cities/states closest to the California and Arizona borders. Rates start at USD/31.00 per 24-hour day including tax. All other vehicles are not permitted to travel into Mexico.

AGE

Minimum age for renters and drivers is 19. Minimum age for renters and drivers on government orders is 18.

Renters and drivers under the age of 25 are subject to a surcharge -

UNDER AGE 25 SURCHARGE is USD/20.00 to USD/26.00 per day (depending on the rental location).

UNDER AGE 21 YOUNG RENTER SURCHARGE is USD/25.00 to USD/35.00 per day (depending on the rental location).

This Age Policy applies at all FOX Corporate locations.

ONE-WAY

One-way rentals are available between FOX CORPORATE locations in Arizona, California, Colorado, Nevada, Utah and Washington only. VEHICLE RENTALS ORIGINATING IN THE STATE OF FLORIDA CAN ONLY BE DRIVEN WITHIN THE STATE OF FLORIDA. Drop charges vary by location.

PREPAID RESERVATIONS

BOOKING AND DISCOUNTS

1. FOXpress and FOX Pay Now program discounts apply to (time and mileage) base-rates only. Taxes, fees, surcharges and optional items (Insurances/coverages, car seats, GPS, additional , etc.) are not discounted when using Pay Now program.
2. Optional items (insurance/coverage, car seats, GPS, additional , etc.) may be added at the time of a Pay Now reservation, but must be paid for separately upon pick up at the rental counter. With the FOXpress app, optional items are paid for at the time of booking.
3. Taxes, fees and surcharges are calculated separately and charged at the time of booking.
4. FOXpress/FOX Pay-Now discounts may not be combined with any other discount or program (FOX coupon programs, third-party coupons, etc.).
5. Except as set forth in these FOXpress/Pay Now policies, all Standard FOX credit/debit card rules and policies apply at the time of pickup. See location policy pages for full details.
6. If you booked your FOX Pay Now reservation at a third-party website, online travel agency, or other non-FOX site, you will need to contact your original booking source to manage, cancel or re-book your reservation.

FEES/ CANCELLATIONS

1. All FOXpress/Fox Pay Now reservations are non-refundable. If you cancel your FOXpress/Fox Pay Now reservation, you will forfeit the full amount of your reservation payment.
2. At the time of pick-up, you must present the same credit card/debit card which was used to pay for your FOXpress/Fox Pay Now reservation. If the card you used to book your FOXpress/Fox Pay Now reservation is lost, stolen, or replaced by the card issuer and cannot be presented at the time of rental, you will have to process your reservation at the rental counter, and Fox will waive the cancellation fee at the time of pick up.

RESERVATIONS AND MODIFICATIONS

1. FOXpress/FOX Pay Now reservations cannot be modified. Please cancel and re-book your FOXpress/FOX Pay Now reservation at FOXrentacar.com.
2. Changes to your pick-up and/or drop-off dates or location for a FOXpress/FOX Pay Now reservation will require a cancellation of the original reservation and re-booking of a new reservation at current rental rates.
3. Optional items (insurances/coverages, car seats, GPS, additional , etc.) may be canceled or added on your FOXpress mobile app with no modification fee.
4. All Standard FOX policies regarding Early/Late Returns, Extensions and 3rd Party Reservations made on a partner site (booking site or outside source) apply to FOX PAY NOW Reservations.

SECURITY DEPOSIT

FOX applies a deposit to your card at the time you complete your booking. You authorize us to apply this deposit against your card to guarantee rental charges and, in the event that you have additional

fees or charges due, you hereby authorize us to apply funds you have on deposit with us against what you owe to FOX. The charge will be refunded when your rental has been completed. Security deposit is USD/150.00 when using a major credit card and USD/400.00 when using a debit card.

NOTE - Local renters in Chicago, Ft. Lauderdale, Ft. Myers, Las Vegas, Miami, Oakland, Orlando, San Francisco, San Jose,, Salt Lake City, and Tampa must have available funds for the estimated amount of rental charges plus a security deposit of USD/500.00 when renting Economy, Compact, Mid-Size, Standard and Full Size car classifications.. All other car classifications must have available funds for the estimated amount of rental charges plus a security deposit of USD/1,000.00.

GENERAL RULES

1. Availability of the FOXpress/FOX Pay Now rates or discount is limited, is subject to change without notice, may be subject to blackout dates and is void where prohibited by law.
2. You must meet standard FOX renter, age, driver and credit requirements.
3. 24-hour advance reservation is required. Rental periods are based on 24-hour periods, beginning at time of pick up.
4. FOXpress/FOX Pay Now program is only available at FOX Rent A Car corporate locations, and subject to change without notice.

CUSTOMER SERVICE

For assistance with a FOX Pay Now reservations contact us via email at customerservice@FOXrentacar.com

CANCELLATION

If your reservation was confirmed directly with FOX Rent A Car through the FOX Rent A Car web page at www.FOXrentacar.com, please use the same source to cancel your reservation. FOX does not charge a cancellation fee on Pay Later reservations, but does request a cancellation notice as soon as your travel plans have changed. If you have used FOX Rewards/FOXBucks rewards, you will need to email your reservation cancellation information to rewards@FOXrentacar.com to have the points returned to your account.

If your reservation was confirmed through another provider (booking site, outside source, etc.), please use the same source to cancel your reservation. Some providers (booking site, outside source, etc.) may charge for the cancellation of a reservation if not canceled within a specific time frame. Cancellation of a reservation directly through FOX Rent A Car when confirmed through another provider may not relieve your responsibility with that provider. In order to alleviate charges (cancellation fee or penalty), check with the provider and cancel the reservation directly with them.

For cancellation of Pre-Paid Reservations, please see the "PREPAID RESERVATIONS" section below.

HONOR RESERVATIONS

Reservations will be honored for a period of three hours after the confirmed pick-up date and time.

EARLY/LATE RETURN - Your confirmed rental rate applies only to the exact reservation period specified. Returning the vehicle early or keeping the vehicle past the confirmed return date subjects you to a higher daily and/or weekly charge as follows:

Early Return: The rate will increase by USD/20.00 per day not to exceed the estimated total at the time of rental.

Later Return: The rate will increase by USD/25.00 per day each day the vehicle is kept beyond the return date at the time of rental.

MULTIPLE or DUPLICATE RESERVATIONS: If you require multiple vehicles for the same or overlapping time periods, please make sure to use a different name for each reservation, otherwise the duplicate name reservation will automatically be canceled. FOX will not be responsible for any canceled reservations.

GAS

Fuel Policy: Vehicles must be returned with the same amount of fuel as at the start of the rental to avoid refueling charges.

EMERGENCY INFO

FOX is pleased to offer roadside assistance in the states of Arizona, California, Colorado, Florida, Idaho, Kansas, Nebraska, Nevada, New Mexico, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, and Wyoming only.

Fox is pleased to offer roadside assistance in British Columbia, Canada if the vehicle rental originates in the state of WA. Roadside assistance will not be offered outside of British Columbia, Canada.

Simply call the emergency roadside service number located on your FOX Rental agreement holder.

EQUIPMENT

Child Safety Seats: in California, state laws require children eight years of age or younger, less than 80 pounds in weight, to be in a child restraint device. In Arizona, children five years of age or younger must be in a child restraint device. In all FOX corporate locations: Driver with children must refer to the current state and city law regarding child passenger safety laws. Child Seats rentals are USD/9.99 to USD/12.99 per day. If the seat is not returned in the same condition, less normal wear and tear as received, a cleaning fee will be assessed. If the seat is damaged a repair or replacement charge will be applied.

GPS Units: GPS units are available for rent at USD/9.99 to USD/11.99 per day. Please ask for details at the time of rental.

XM Radio: XM Radio is only available on select rental car classes, including luxury vehicles. Please review your rental vehicle at pick-up to determine if this feature is active.

OnStar: OnStar is only available on select rental car classes, including luxury vehicles. Please review your rental vehicle at pick-up to determine if this feature is active.

Hand-control vehicles: Compatibility for hand controls varies by vehicle make/model/manufacture. FOX Rent A Car locations provide rental services to accommodate all customers, and comply with the stipulations of the Americans with Disabilities Act (ADA). Reasonable advance notice is required; our usual need is 72 hours but this period may vary. This policy applies to our US corporate locations only, as accommodation, laws, and compliance outside the US varies by location. Hand Controls are currently compatible with the following vehicle classes - Intermediate Sized Sedans, Full Sized Sedans and Minivans.

GEOGRAPHIC

VEHICLE RENTALS ORIGINATING IN THE STATES OF ARIZONA, CALIFORNIA, COLORADO, NEVADA, UTAH AND WASHINGTON can only be driven within the states of Arizona, California, Colorado, Idaho, Kansas, Nebraska, Nevada, New Mexico, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington and Wyoming.

VEHICLE RENTALS ORIGINATING IN THE STATE OF FLORIDA can only be driven within the state of Florida.

VEHICLE RENTALS ORIGINATING IN THE STATE OF TEXAS can only be driven within the states of Arkansas, Louisiana, New Mexico, Oklahoma, Texas.

VEHICLE RENTALS ORIGINATING IN THE STATE OF ILLINOIS can only be driven within the states of Illinois, Wisconsin, Iowa, Indiana, Missouri, and Kentucky.

FOX vehicles may be driven into Mexico, but only if you have purchased Mexico Insurance. See MEXICO INSURANCE section above for further details.

Vehicle rentals originating in the state of Washington are permitted to drive into the province of British Columbia, Canada only. All other provinces are prohibited.

TRAVELING TO MEXICO

FOX vehicles are allowed in Mexico cities/states closest to the California and Arizona borders only when purchasing Mexico Insurance. Please refer to the Mexico Insurance section for the area of coverage that is allowed.

ADDITIONAL DRIVERS

Additional drivers must meet all qualifications as the primary driver in regards to age and license requirements. Additional drivers are not permitted when your party is using a debit card or cash as payment at the time of rental.

Charges for Additional Drivers: USD/10.00 to USD/12.99 per day per additional driver. There is no charge in the following cases:

- (1) at California locations
- (2) for the renters spouse, same-sex spouse, or domestic partner or for the companion driver of a renter with a disability who cannot operate the vehicle.

RULES

Customer Facility Charge: CFC will be charged at airport locations where they apply. Please refer to your rental agreement at the time of rental.

Concession Fee/Tourism Fee: Pursuant to California law, all rentals will be charged an airport concession fee and a tourism assessment fee at the time of rental.

Road Safety Fee: Customer will be charged a fee for Denver and Phoenix locations only.

Miles: Rental rates include unlimited miles. Vehicles mileage per gallon is based on manufacturers estimates.

Late Returns: The rate will increase by USD/25.00 per day each day the vehicle is kept beyond the return date at the time of rental.

Early Returns: The rate will increase by USD/20.00 per day, not to exceed the estimated total at the time of rental.

Rental Extensions: If your vehicle is kept longer than the return date stated on the rental agreement (contract), the rate will increase by USD/20.00 per day. To extend the rental agreement, customers must contact the location. If vehicle is kept longer than the return date stated on the rental agreement (contract), the rate will increase by USD/25.00 per day. The increased rate will be charged for each day after expected return date, until the vehicle is returned. Please refer to the Early/Late Return to avoid additional fees. Customers must go to PHX location in person to extend their reservation.

Drop Off and Fees: If you rent a vehicle and you agree to return it to a different office as stated on the rental agreement (contract), you will be charged the one-way drop fee, which varies by drop location WHETHER OR NOT YOU BRING THE VEHICLE BACK TO YOUR ORIGINAL RENTAL LOCATION OR THE DIFFERENT OFFICE AS STATED ON THE RENTAL AGREEMENT.

Length of Rental: Rental agreements (contract) cannot be assigned for a period longer than 30 days. If you have reserved the vehicle for a longer period of time, you must go into the location prior to the 31st day and renew the rental agreement (contract). The rate booked is guaranteed for the original duration of the reservation. Returns earlier or later than the return date on the reservation will be subject to a higher daily rate.

Grace Period: A rental day is each 24-hour time period commencing with the date/time indicated on the rental agreement (contract) at the time of rental. There is a 59-minute grace period for pick-ups and returns. Additional charges and rate recalculation may apply if your pick-up or return happens outside of the standard grace period.

Rental Requirements: All renters/ will be required, at the time of rental, to supply a valid driver license (U.S., or country license accompanied with an International license and passport), current home address (not a P.O. box), a current home and local contact number, and second contact phone number (cell or business).

Store Credit Policy: From time to time, Fox Rent A Car may provide customers with store credits. If you are provided a store credit, then these terms and conditions apply to your use of such store credit

- 1. Store credit may not be purchased and has no cash value. Store credit is not redeemable for cash and may not be transferred or sold.
- 2. Store credit is a store discount applied to your account that may only be redeemed by the holder of the store credit for prepaid reservations made online at www.foxrentacar.com.
- 3. Store credit will expire on the date that is 12 months from issuance. Expired store credit will no longer be available and will not be refunded.

FOX Bucks Use, Redemption and Cancellation

- 1. Redeem your points for FOX Bucks to pay for your rental with FOX Rent A Car. You can redeem your FOX Bucks for rental credits through the FOX website for rentals at FOX corporate locations only. FOX Bucks cannot be used for rentals at FOX affiliate locations. See LOCATIONS page at www.foxrentacar.com to review the list of corporate locations. IMPORTANT- FOX Bucks cannot be used in conjunction with coupons or discount codes on the FOX site, or be applied to open reservations, or applied retroactively to closed or completed reservations.
- 2. If you have used FOX Rewards/FOX Bucks rewards and have canceled your reservation, your points will be returned to your account within 48 hours of the cancellation. If you do not see your points returned to your account, you will need to email your reservation cancellation info to rewards@FOXrentacar.com and the rewards department will investigate and resolve your issue.

CURRENCY

Rates are always displayed in US Dollars at www.FOXrentacar.com website for all locations.

- 2. Rates for foreign locations or locations that do not use US Dollars as the local currency can fluctuate at any time based on currency conversion rates at the time of pick-up or drop off.
- 3. Rates that are impacted by a website technical issue, database issue, or other means will not be honored by the location if the rate display was inaccurate due to a technical issue or tampering issue to change the rate display.

DEBIT CARDS

DEBIT CARDS

In order to use a Debit Card as a method of payment at time of rental, the following policies must be met:

- 1. We do not accept Debit Cards from Local Renters (who have an address within 150 miles of rental location).
- 2. The Debit Card must have a Visa, MasterCard, or Discover logo.
- 3. The Debit Card and Drivers License presented must be in the same name.
- 4. Renter must be a minimum of 21 years of age
- 5. Must present round-trip airline ticket at time of pick-up

6. In addition to the Drivers License and debit card, the renter must present one of the following forms of ID:

A) An additional credit card or debit card, embossed with the same name as the Drivers License. The card is for identification purposes, and will not be used to charge or authorize.

B) Government-issue ID, in the same name as the Drivers License and debit card.

C) Valid passport: United States- or Foreign Country-issued.

D) United States military identification card.

E) Non government form of ID. examples that may be accepted include: photo store member card (Costco, Sams Club, etc.), a photo employee card (as long as the photo and name match the Drivers License and debit card).

F) Current utility statement in the renters name and the same address as on the Drivers License, example gas, electric, cable, etc.

7. All documentation including debit card, license, airline ticket, and additional ID must be presented at the rental counter at time of pick up.

8. The address on the Renters valid Drivers License will be referenced to determine the Renters primary residence.

9. Must have available funds to be taken as a deposit at the time of rental in the amount of the estimated rental charges plus USD/400.00.

10. Rental is permitted for the following vehicle classes only: Economy Vehicle, Compact Vehicle and Compact SUV, Mid-Size Vehicle and Mid-Size SUV, Standard Vehicle and Standard SUV, Full-Size Vehicle, Minivan Vehicle.

11. Upon return of the vehicle, unused funds will be returned through the credit card processor. Due to the Customers Bank processing standards for Debit Card transactions, it can take up to 14 days for a credit to appear on his/her account. FOX will not be responsible for any returned checks or insufficient fund charges or bank fees related to this process.

12. Customers who use a Debit Card may NOT add Additional to the rental.

Note: Please see policy for PREPAID RESERVATIONS regarding Debit Cards and Pay Now Reservations.

INTERNATIONAL CUSTOMERS AND INTERNATIONAL STUDENTS WITH DEBIT CARD

Documents Needed: To be copied and maintained at rental Location (must be presented at the rental counter at time of pick up):

1. Valid Passport From Country of Origin

2. International Drivers License

3. Drivers License From Country of Origin

4. Return Confirmation Airline Itinerary (not applicable for Student)

5. Valid Student ID (if Customer is a Student)

The following conditions must be satisfied by the International Customer:

1. Customer must have a 24-hour reservation booked in advance (no Walk-Ins).

2. Renter must be a minimum of 21 years of age.

3. Rental is permitted for the following vehicle classes only: Economy Vehicle, Compact Vehicle and Compact SUV, Mid-Size Vehicle and Mid-Size SUV, Standard Vehicle and Standard SUV, Full-Size Vehicle, Minivan Vehicle.

4. Present a current valid Passport or Passport Card from a country other than the United States.

5. Present a valid International License along with a current valid Drivers License from the same country as passport.

6. Present a printed return airline itinerary with confirmation of a return travel date, or email itinerary to the Rental Agent (not applicable for Valid Student with ID).

7. The vehicle must be returned prior to the return date and time of departure as stated on flight confirmation itinerary.

8. FOX requires a deposit on the Debit Card for the amount of estimated rental charges plus USD/400.00.

9. A U.S.contact phone number (i.e., an operating phone such as family, friend, hotel, etc.) to be contacted in case of an emergency while the vehicle is on rent.

TOLL ROADS AND FEES

Parking and Moving Citations: You are responsible for the payment of all vehicle parking and moving citations assessed against you or the vehicle during the rental period, including all such citations captured by camera and any related fines, fees, or penalties. If a citation-issuing authority notifies us that we will be liable for any such citation and any related fines, fees, or penalties, you will be charged USD/40.00 administrative fee for each such notification in addition to the fine, fee, or penalty.

Tolls and the optional PlatePass All-Inclusive Service: You are responsible for the payment of all tolls incurred during the rental period. However, for your convenience, we offer PlatePass All-Inclusive, an optional electronic toll payment service whereby all toll charges and any related fees you incur during the rental period for the PlatePass Toll Roads set forth below are covered by a daily PlatePass All-Inclusive rate set forth in your rental agreement.

PLATEPASS TOLL ROADS: The toll roads and bridges on which PlatePass may be used are as follows: (a) throughout the states of FL, CO, and TX; (b) on the SF Bay Area Bridges in CA; and (c) on the Tacoma Narrows Bridge and the SR 520 Bridge in Seattle, WA. Please copy the link below into your browser and visit the site for more information on all PlatePass Toll Roads: <https://platepass.com/FOX/>

NON-PLATEPASS TOLL ROADS: Other than the above-listed toll roads and bridges, all toll roads and bridges are Non-PlatePass Toll Roads.

The current rates applicable to the PlatePass All-Inclusive service are as follows: Rentals originating in Florida, USD/6.99 to USD/8.99 per rental day depending on location. Rentals originating in CA, WA, CO, or TX, USD/11.49 per rental day. Maximum charge of 15 rental days.

NOTICE: If you choose not to purchase the optional PlatePass All-Inclusive service at the commencement of your rental, and you utilize a PlatePass Toll Road, then you will be charged a USD/15.00 admin fee per toll (USD/90.00 maximum per rental agreement) plus the price of the toll and fees from the tolling authority.

Non-Plate Pass Toll Road Tolls: You are responsible for paying all of your tolls. If a Non-PlatePass Toll Road tolling authority notifies us that we will be liable for any toll, or related fines, fees, or penalties incurred during your rental period, you will be charged a USD/15.00 administrative fee per toll (USD/90.00 maximum per rental agreement), in addition to any toll, fine, fee, or penalty. You can avoid this USD/15.00 administrative fee by paying your tolls yourself.

Authorization: You authorize FOX Rent A Car, Inc. to release your rental and payment card information to ATS Processing Services, LLC, PlatePass, LLC, and their affiliates (collectively, ATS) for processing and billing purposes. If FOX Rent A Car, Inc. or ATS pays a toll or a citation incurred on your vehicle during your rental period, you authorize FOX Rent A Car, Inc. or ATS to charge all such payments and related administrative fees, as described above, to the credit card, other payment card, and/or billing account you used for your rental. Additionally, in connection with any tolls or citations you incur, you authorize ATS to (1) contact you; and (2) contact any toll or citation issuing authorities; (3) share your information with any toll or citation issuing authorities; and (4) transfer liability for any toll or violation to you. In some jurisdictions, liability for tolls or violations may not be transferred to you, and you may not be able to contest such tolls or violations.

OTHER

Website Vehicle Display and Availability

The featured vehicles that are displayed for each car class on the FOX website or partner booking sites are only representations of the type of vehicle that may be available or offered at the time of pick up. We cannot guarantee any specific displayed vehicle will be offered or available at the time of pick up due to fleet variances in availability, location, date or other factors impacting the actual location fleet at the time of pick up. If a third party partner site has not updated their FOX US fleet information, the displayed vehicle at booking may vary greatly from the fleet available at the FOX location.

Arbitration Provision

ARBITRATION PROVISION- BY RENTING A VEHICLE FROM FOX RENT A CAR, INC., YOU AGREE TO ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO A RENTAL AGREEMENT WITH FOX RENT A CAR, INC., YOU AGREE TO THIS ARBITRATION PROVISION.

Except for claims for property damage, personal injury, or death, ANY DISPUTES BETWEEN OR AMONGST YOU, FOX RENT A CAR, INC., ATS PROCESSING SERVICES, LLC, PLATEPASS, LCC, AND EACH OF THEIR RESPECTIVE AFFILIATES MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU, AND FOX EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER. You and FOX remain free to bring any issues to the attention of government agencies.

This Arbitration Provisions scope is broad and includes without limitation, any claims relating to any aspect of the relationship or communications between you and FOX, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. It is governed by the Federal Arbitration Act, 9 USC 1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope, or validity of this Arbitration Provision. The arbitration will take place in the county of your billing address unless otherwise agreed. The American Arbitration Association will administer any arbitration pursuant to its Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes. Please see www.adr.org for more details.

You or FOX may commence an arbitration by providing a written demand for arbitration to the other (to FOX Rent A Car, Inc., 5500 W Century Blvd, Los Angeles, CA 90045 Attn- Arbitration / Legal Dept.) and two copies of the demand to the AAA.

The arbitrator may award injunctive relief as well as money, but only in favor of and warranted by the claim of the individual party seeking relief. Judgment on the arbitration award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one persons claim, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY FOX IN WRITING WITHIN 30 DAYS OF YOUR RENTAL AGREEMENT BY EMAILING arbitration@FOXrentacar.com OR BY MAIL TO FOX Rent A Car, Inc., 5500 W Century Blvd, Los Angeles, CA 90045 Attn- Arbitration / Legal Dept. Include your name, address, the number at the top of your Rental Agreement, and a clear statement that you do not agree to this Arbitration Provision. If you have previously notified FOX of your decision to opt out of arbitration you need not do so again.