## AMENDMENT TO AGREEMENT

## **Fulton County Elections**

This Amendment (this "Amendment") is entered into and effective as of	_(the "Amendment
Effective Date") between EAN Services, LLC ("EAN") and Fulton County Elections ("Company or C	ustomer").

WHEREAS, the parties have entered into that certain Corporate Partner Program Rate Agreement under the State of Georgia DOAS agreement last dated as of Sept. 23, 2013 (the "Agreement"); and WHEREAS, the parties desire to amend the Agreement for Fulton County Elections as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. Amendments.

a. Amend Schedule 1 (Rates and Rate Terms & Conditions) under Enterprise Truck Rental by deleting the section titled "Supplemental Truck RATES (Georgia) IN USD" in its entirety and replacing it with the following solely for Fulton County Elections:

		Daily	Weekly	Monthly	Miles Chrg
DBOX	16' Box with liftgate	\$128.00	\$896.00	\$3,225.00	\$0.00
FBOX	24' Box with liftgate	\$130.99	\$916.93	\$3,300.00	\$0.00
GBOX	26' Box with liftgate	\$166.00	\$1,162.00	\$4150.00	\$0.00
SKAR	Cargo Van	\$115.99	\$811.93	\$3300.00	\$0.00
RKAR	HD Cargo Van	\$115.99	\$811.93	\$3300.00	\$0.00
GKAR	HD XL Cargo Van	\$115.99	\$811.93	\$3300.00	\$0.00
UKAR	High-top Cargo	\$115.99	\$811.93	\$3300.00	\$0.00

b. Amend Schedule 2 (Protection Products and Additional Terms) by deleting the section titled "Driver Protection Products for Commercial Truck" in its entirety and replacing it with the following:

## "DRIVER PROTECTION PRODUCTS FOR COMMERCIAL TRUCK:

Damage Waiver (DW): Damage Waiver (DW): For rentals in Georgia the Company's employees, agents, and contractors ("Eligible Renters") for business use who are 21 years old or older only, Base Rental Charges include DW with \$2,500 retained responsibility per incident per vehicle, upon the terms and subject to the limitations set forth in the renting location's then standard form of Rental Contract.

Liability Protection: For rentals in the U.S. and Puerto Rico to Company's Representatives for business use who are 21 years old or older only, Base Rental Charges include Liability Protection for accidents arising out of the operation or use of the rental vehicle with split limits of \$100,000 bodily injury or death per person, \$300,000 bodily injury or death per occurrence and \$50,000 property damage per occurrence, in either case upon the terms and subject to the limitations set forth in the applicable renting location's then standard form of Rental Contract and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; nofault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental vehicle. A Certificate of Insurance naming Company as an Additional Insured will be issued upon request. Insurer and policy terms subject to change without prior notice to Company".

EXCESSIVE LOSSES. In the event the account experiences Excess Losses, EAN hereby reserves the right to terminate this Participation Agreement, terminate eligibility for Optional Products, and/or increase Rates, in each case upon thirty (30) days' prior written notice to Fulton County Elections or modify the Rates. "Excessive losses" shall mean for any quarter or year if EAN's costs for damage and third-party liability incurred from Eligible Renters are greater than 10% of the annual spend with Supplier.

2. Miscellaneous. The terms and conditions of the Agreement, except as duly modified by this and any previous amendments, remain in full force and effect, provided that to the extent that there is any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern and control. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

EAN F	Fulton County Elections	
Signature S	Signature	
Name 1	Name	
Title	Title	
Date	Date	