



Enterprise Fleet Management, Inc.
P.O. Box 16540
St. Louis, MO 63105

Dear Service Manager,

Your repair facility is being considered for inclusion in the Enterprise Fleet Management, Inc. vendor network.

Enterprise Fleet Management, Inc. began in 1957 and is recognized by manufacturers to be one of the largest buyers of automobiles, service, and parts in the country. We have already established thousands of similar service agreements throughout the country and are involved in national account programs with several national service providers.

Enclosed is a copy of our Standard Vendor Agreement that explains our required billing procedures and payment terms and conditions. You will also find a W-9 form enclosed in this packet. As per IRS guidelines, we require a completed W-9 form from each vendor before payment is issued. Please complete the Vendor Agreement and W-9 form and return them along with your certificate of insurance (as outlined in the following agreement) at your earliest convenience. You may return them either by mailing them to the address above, faxing them to (877) 410-9772, or emailing them to NSD_Service_Agreements@efleets.com. Once we receive the signed agreement, a completed W-9 and a satisfactory certificate of insurance, your shop will be added to our vendor network.

If you have not returned a completed Vendor Agreement, W-9 information and certificate of insurance within thirty (30) days of the date of this letter, the offer may be withdrawn.

Other information, such as credit references, is available upon request. Should you have any questions, please feel free to call us directly at Toll Free: (866) 658-5016.

We appreciate your business and look forward to working with you.

Sincerely,

Vendor Support Team

Enterprise Fleet Management, Inc.

Toll Free: (866) 658-5016

Fax: (877) 410-9772

NSD_Service_Agreements@efleets.com



STANDARD VENDOR AGREEMENT



Enterprise Fleet Management Inc.
P.O. BOX 16540
St. Louis, MO 63105

Revised 03/2018

This Standard Vendor Agreement ("Agreement") dated as of _____, 20____, is between the undersigned vendor ("Vendor") and Enterprise Fleet Management Inc. ("EFM"), and sets out the terms and conditions for Vendor to provide certain automotive products and services ("Products and Services") for vehicles owned by or leased to EFM, its affiliates or their respective customers ("Vehicles") upon the payment conditions described herein. The obligations in this Agreement shall survive the termination of this Agreement.

1. Term/Non-Exclusive Agreement. Either party may terminate this Agreement at any time, with or without cause, upon no less than thirty (30) days advance written notice to the other party. Vendor understands that this is a non-exclusive arrangement and creates no obligation on the part of EFM to purchase any of the Products and Services from Vendor.
2. Vendor Services. Vendor represents that it has the expertise and knowledge to determine the necessary repairs to make the Vehicles safe, and shall use its expertise and judgment to (a) recommend and perform maintenance and repair of the Vehicles, (b) provide Products and Services, (c) ensure the safekeeping of all Vehicles while in Vendor's custody. Vendor shall promptly notify EFM of any Vehicle recall, defect or deficiency of which Vendor becomes aware. Vendor acknowledges that EFM relies on Vendor's expertise to complete all authorized service in a competent and timely manner, in accordance with manufacturer's specifications, industry standards and any specific requests by EFM. Vendor shall ensure all Vehicles are returned to EFM or its customers in proper, safe working condition. Vendor is providing the Products and Services solely as an independent contractor and no partnership, agency or joint venture is created by this Agreement.
3. Warranty. Vendor represents and warrants that (a) all automotive parts provided under this Agreement shall be new and shall conform to the Vehicle manufacturer's specifications, and (b) all Products and Services shall be of good and workmanlike quality consistent with industry standards. At EFM's request, Vendor shall replace or re-perform any Product or Service that does not meet with the above standards, all at no additional cost to EFM or its customer.
4. Repair Approval/ Pricing/Payment Policies. Vendor shall adhere to the repair approval and payment policies as established by EFM which may change from time to time, including that: a) Vendor will submit each repair order and request for payment to EFM through the web-based maintenance authorization system known as Auto Integrate ("Web Portal"); b) Vendor must obtain approval from EFM, via the Web Portal, for any repair order prior to providing any Products and Services covered by such repair order; c) Vendor will provide additional information as requested by EFM; and d) after completion of a repair order, Vendor must submit its request for payment via the work complete button in the Web Portal; If Vendor elects to receive payments via ACH, EFM will deduct an administrative fee from each ACH payment equal to two percent (2%) of the total payment. EFM will not accept any requests for payment submitted by means other than the Web Portal, or submitted more than ninety (90) days after the applicable repair order was approved by EFM.
5. Insurance. Vendor shall maintain, at its sole cost and expense, insurance coverage during the term of this Agreement of no less than \$1,000,000 covering liability, garagekeepers liability and garage liability naming EFM and its affiliates as additional insureds. Vendor shall also maintain workers' compensation insurance in accordance with the laws of the state(s) in which the Products and Services are provided.
6. Indemnification. Vendor shall hold harmless, pay for a defense, and indemnify Vehicle lessees, EFM, its affiliates, and their employees, agents and representatives from and against any and all claims arising from any alleged injury to any person, property damage or any other damage or loss, by whomsoever suffered, claimed to result in whole or in part from any condition of the Vehicle for which Vendor conducted any repair or service, whether latent or patent, including any alleged failure to repair or provide service in accordance with this Agreement, law, statute, or industry standards.
7. Confidentiality and Non-Use. In performing its obligations under this Agreement, Vendor may not use or release any confidential information of EFM or its customers, may not make reference to any EFM trademarks, logos, or other intellectual property, and shall not hold itself out as an agent of EFM with any authority to bind EFM.
8. Entire Agreement and Waivers.
This Agreement shall be governed by the laws of the State of Missouri. Each party irrevocably consents to submit exclusively to the jurisdiction and venue of the courts of St. Louis County, Missouri, and waive any defense of inconvenient forum related to such jurisdiction and venue. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY. A signed copy of this Agreement is enforceable against the transmitter as if it was an original. If any provision hereunder be stricken as unenforceable or

illegal under applicable law, such elimination shall have no effect on the remaining terms and conditions of this Agreement and such shall be enforced consistent with the terms remaining.

9. Affirmative Action Plans/Executive Orders/Subcontractor Mandatory Flow-Downs. Goods and/or services purchased and provided hereunder may be used in support of EFM's performance of a government contract. If applicable, this Agreement and Vendor may be subject to applicable laws and Executive Orders relating to equal opportunity and non-discrimination in employment. Each party agrees that it shall not discriminate in its employment practices on the basis of any protected classification, and agrees to comply with such non-discrimination laws and Executive Orders to the extent applicable in the furnishing of services, materials or supplies hereunder. The EEO clauses set forth in 41 CFR §§60-1.4(c), 60-741.5, 60-250.5, 60-300.5 and 48 CFR 52.222-35, 52.222-26 and 52-222.36 are incorporated herein by reference. Vendor shall, during performance of this Agreement, comply will all applicable provisions of Executive Order 11246, the affirmative action commitments for disabled veterans, veterans of the Vietnam Era, other veterans and disabled workers; and the related regulations of the Secretary of Labor, 41 CFR Chapter 60. If applicable, Vendor shall comply with the following "mandatory flow-downs" as set forth in the Federal Acquisition Regulations (FAR) and others as may be supplemented by EFM from time to time:

Utilization of Small Business Concerns	FAR 52.219-8 (Dec. 2010)
Equal Opportunity	FAR 52.222-26 (Mar. 2007)
Equal Opportunity for Veterans	FAR 52.222-35 (Sep. 2010)
Affirmative Action for Workers with Disabilities	FAR 52.222-36 (Oct 2010)
Notification of Employee Rights Concerning Payment of Union Dues or Fees	FAR 52.222-40 (Dec. 2010)
Preference for Privately Owned U.S.-Flag Commercial Vessels	FAR 52.247-64 (Feb. 2006)
Combating Trafficking in Persons	FAR 52.222-50 (Feb. 2009)
Vendor Code of Business Ethics and Conduct	FAR 52.203-13 (Apr. 2010)
Employment Eligibility Verification	52.222-54 (Jul. 2012)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date provided above.

VENDOR

ENTERPRISE FLEET MANAGEMENT, INC.

By _____
Authorized Signature

By _____
Authorized Signature

Print Name and Title

Print Name and Title

Shop Info

Facility/Vendor Name

Facility Telephone #

Street Address

Mailing Address (if different from Street Address)

City State Zip

City State Zip

Fax #

E-mail

Preferred payment method: ☐ ACH (complete ACH form below) ☐ Credit Card by Email ☐ Credit Card by Fax

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	(Applies to accounts maintained outside the United States) <input type="checkbox"/>
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Vendor ACH Authorization
Electronic Funds Transfer (EFT)
(All fields must be completed)**

Vendor Name ("You"):	EFM Vendor # (Leave Blank if Unknown)
Contact Name:	Email Address (Payment Notification):
Address:	Contact Phone:
	Contact Telefax:
	Tax ID Number:
Bank Name:	
Bank Account Type:	
CHECKING Bank <u>Routing</u> Number (9 Digits):	
CHECKING Bank <u>Account</u> Number (Include leading zeros):	
Please provide either (1) an official BANK FORM, signed by a banking official, which confirms bank account number and routing number or (2) a CHECK marked "VOID," with preprinted name and current address.	
<p><i>You are providing this authorization to the Enterprise company or companies (meaning Enterprise Fleet Management, Inc. or one or more of its direct or indirect U.S. subsidiaries or affiliates) ("we" or "us") which obtain goods or services from you. Your payment may be transmitted to you based on the information you have provided. If the transmission fails because you have given us incorrect or outdated information, we can only provide a replacement payment after we have received a refund from the financial institution. It is important that you provide correct account and bank routing numbers and that you notify us immediately if you change banks or account numbers. We have the right to retract and/or correct payment errors as necessary or appropriate in our discretion. We agree to give you prompt notice of any such retraction or correction. In the case of an overpayment error, you agree to promptly repay to us any such overpayment upon our request. Any such repayment will be made via check, wire transfer or in another mutually agreeable fashion. We also reserve any other rights we may have under applicable law to obtain such repayment from you in any other manner, including but not limited to, by deducting any repayments(s) due by you to us from any payment(s) due by us to you. Any liability any of us may have to you is several and not joint and several. If you are a natural person, you agree that the above account is, and as long as the authority you have granted us remains in effect will be, maintained primarily for business purposes and not for personal, family or household purposes. This authorization shall be governed by the substantive laws of the State of Missouri without reference to conflicts of law principles.</i></p>	
<p><i>You acknowledge that ACH electronic payments to the designated financial institution account must comply with and are subject to U.S. law, including without limitation, the requirements of and any economic sanctions maintained by the U.S. Office of Foreign Assets Control (OFAC). You affirm that neither you nor the designated financial institution is a Specially Designated National under U.S. economic sanctions laws or regulations or is otherwise sanctioned by the U.S. We will not be responsible for any funds that are blocked by the U.S. or by a U.S. financial institution as a result of sanctions imposed against you or the designated financial institution.</i></p>	
<p><i>You (1) affirm the above acknowledgements and agreements and confirm that all of the information in this authorization is correct and the person submitting this authorization is authorized to sign and submit this authorization on your behalf, (2) agree to be bound by the NACHA Operating Rules and Guidelines as in effect from time to time and (3) authorize us to initiate ACH credit deposit entries to the bank account identified in this authorization. All of the authority granted by you to us in this authorization shall remain in effect until we receive written notice from you of changes to or termination of the same in such time and manner as to afford us a reasonable opportunity to act on it.</i></p>	
<p><i>You and we each agree that transactions may be conducted by electronic means and that your electronic signature included in this authorization is intended to authenticate this authorization and to have the same force and effect as a manual signature. "Electronic signature" means any electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a party with the intent to sign such record, including, without limitation, clickwrap, digital, facsimile, or e-mail electronic signatures.</i></p>	
Legal Name of Vendor (Printed or Typed):	<p><u>Please email, pdf, fax or mail this completed authorization to:</u></p> <p>vendorcompliance@efleets.com</p> <p>*Please note Enterprise Fleet Management deducts a 2% processing fee off the total amount of the deposit for the cost of sending payment electronically</p>
Authorized Signature:	
Name of Authorized Person Signing on Behalf of Vendor (Printed or Typed):	
Title of Authorized Person Signing on Behalf of Vendor (Printed or Typed):	
Date:	

Supplier Code of Conduct

Enterprise Fleet Management is committed to building mutually beneficial, long-term relationships with business partners and suppliers who share the commitment to conducting business with honesty and integrity. This Supplier Code of Conduct (referred to herein as the "Supplier Code of Conduct" or the "Code") outlines our expectations and provides guidance for suppliers, vendors, agents, business partners, consultants and contractors (collectively referred to as "Suppliers") on how we can work together to meet the shared goal of delivering a best-in-class customer service experience throughout our business operations.

ACCOUNTING AND BUSINESS RECORDS

Suppliers' financial records must conform either to a reasonable system of internal controls or, where applicable, to generally accepted accounting principles. Records should be maintained in a clear, timely and accurate manner.

ANTI-CORRUPTION

Suppliers must not directly or indirectly promise, offer or authorize giving something of value to anyone in order to gain influence secure improper advantage, or reward improper performance of any function or activity.

COMPLIANCE WITH ENTERPRISE FLEET MANAGEMENT'S CODE AND APPLICABLE LAW

Enterprise Fleet Management expects its suppliers to follow the standards and principles of this Code and all applicable laws, including those regarding accounting and business records. Suppliers must regularly monitor their businesses and operations for violations and identify areas in need of improvement.

CONTRACT COMPLIANCE

This Code is intended to complement, rather than replace any legal agreement or contract between a Supplier and Enterprise Fleet Management and its operating divisions. Suppliers should address contract concerns or questions with their immediate point of contact at Enterprise Fleet Management.

FAIR COMPETITION

Enterprise Fleet Management expects Suppliers to comply with all applicable antitrust and fair competition laws and regulations, including those that prohibit illegally restraining competitors. These laws prohibit practices in restraint of trade, such as price fixing, predatory pricing, misrepresenting a competitor, stealing trade secrets, dividing customers, offering or taking bribes and accepting kickbacks.

FOLLOWING SAFETY PROCEDURES

Supplier workplaces must follow applicable safety laws and regulations, taking proper precautions to ensure that facilities, machinery, tools and protective gear are functional and are used properly at all times.

HARASSMENT AND DISCRIMINATION

Suppliers must foster an environment where harassing conduct (sexual and non-sexual) is never acceptable. Suppliers are expected to promote laws that prohibit discrimination based on protected characteristics, such as:

- Race•Sexual orientation
- Color•Gender identity
- Gender•Religion
- National origin • Disability
- Age•Veteran status

GIFTS AND ENTERTAINMENT

Suppliers should not provide gifts or other items of value to Enterprise Fleet Management's employees or third parties they work with on Enterprise Fleet Management's behalf. Any situation that creates, or appears to create a conflict between a personal interest and Enterprise Fleet Management's interests must be avoided.

HOW TO RAISE CONCERNS AND REPORT CODE VIOLATIONS

Suppliers and their employees have the opportunity to raise concerns without fear of retaliation. If you observe or reasonably suspect an individual to be in violation of the Code, we urge you to report the incident to your main point of contact at Enterprise Fleet Management. Enterprise Fleet Management also supports a third-party-administered ethics hotline that Suppliers may use to report anonymously, where allowed by law.

- By phone: **United States or Canada:**

1-888-238-1483

- Online: <https://secure.ethicspoint.com/domain/media/en/gui/17305/index.html>

PROTECTING INFORMATION Suppliers are also responsible for ensuring the protection of confidential information, intellectual property, and personal information belonging to Enterprise Fleet Management customers and employees. It is expected that Suppliers adhere to all applicable security laws and standards and will promptly notify Enterprise Fleet Management of any actual or potential data security breach or improper releases of sensitive information.

PROTECTING THE ENVIRONMENT Suppliers must comply with all environmental laws and regulations that apply where they do business. They should minimize their operations' environmental impact where possible.

WORKING HOURS, FAIR WAGES AND HUMAN RIGHTS Suppliers must abide by all applicable wage and hour laws. This includes laws about minimum wage, overtime and maximum hour rules. Enterprise Fleet Management will not tolerate child or forced labor or any other unacceptable treatment of workers. We will not partner with companies that employ any child or forced labor, either directly or indirectly.