

PA CODE: DLR SALES CODE: REGION: ZONE:
 VIN: MODEL YEAR: MODEL: MILEAGE:
 BODY STYLE:
 LAST NAME FIRST NAME MIDDLE: DANGAARD | CHANDLER |
 ADDRESS: 2102 CENTURY PARK LN APT 407
 CITY STATE ZIP COUNTRY: LOS ANGELES | CA | 900673306 | USA
 HOME PHONE: 8185183263
 SYMPTOMS: | | |
 ANALYST NAME: OPEN ANALYST NAME:
 COMMENTS:

2023-03-06 17:57:44 IBPM: PLEASE EXTEND RENTAL INJECTOR TILL ON BACK ORDER 9F593, PLEASE EXTEND RENTAL
 OBPM: Good morning. This loaner has been extended making the new loaner end date 3/13/2023. Thank



2023-03-09 23:05:30 IBPM: Hello Please extend rental Fuel injector still on backorder no eta OBPM: This loaner/rental was
 automatically extended yesterday based on the COPIS case (see timeline on Warranty Loaner Request).
 Automatic extensions come weekly, so look forward to the next one in 1 week. If next extension is not loaded

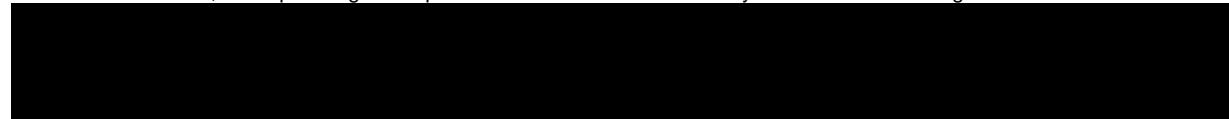


2023-03-27 18:54:57 IBPM: Good morning , Please help extend rental 5 more days. Waiting for Fuel injector to arrive. Thank you
 Hello , requesting additional rental days. Parts department just informed me that fuel injector should arrive
 within 2-3 business days and need a day or two to perform repairs and final road-test. OBPM: Good
 afternoon. This extension is over an agent's extension limit so I have submitted this request to leadership and
 when I receive an update, I will contact you via portal message with extension information. Thank you for



2023-03-27 22:49:09 IBPM: Thank you Ford Motor Company @ Margaret Davis Dealership Liaison mdavi406@ford.com Direct
 Office: 866-631-3788 ext. 79340 ** Not a customer facing agent** Do not provide contact information to
 customer **

2023-03-29 23:47:36 IBPM: Hello, Can I please get an update on rental extension. Thank you. OBPM: According to the COPIS



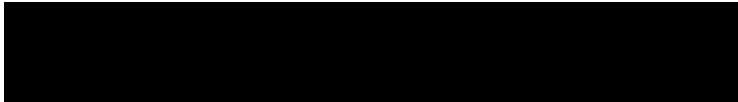
2023-04-06 19:05:24 IBPM: The fuel injector had arrived, and the O ring/ seal just arrived yesterday. That part was on back order
 as well with no eta. That is why I am asking to extend the customers rental. unless all parts are here, we can't
 complete the work and the customer needs a vehicle to move around in. Thank you. OBPM: I apologize as I
 only asked if there was an ETA and if the part arrived yet. We are aware a repair cannot be done without
 needed parts, and I apologize if the questions asked was confusing. So now that parts are available, can we
 please know the repair ETA? This case will be submitted to leadership as the request exceeds an agent's
 extension limit when we receive a response. Ford Motor Company @ Margaret Davis Dealership Liaison
 mdavi406@ford.com Direct Office: 866-631-3788 ext. 79340 ** Not a customer facing agent** Do not provide
 contact information to customer **

2023-04-07 19:41:16 IBPM: Goodmorning, Not a problem. I'm sorry if there was any confusion on my end. Vehicle should be done
 as early as Monday morning. OBPM: Thank you. The request has been sent and we will reach out when an
 update is available. Ford Motor Company @ Margaret Davis Dealership Liaison mdavi406@ford.com Direct
 Office: 866-631-3788 ext. 79340 ** Not a customer facing agent** Do not provide contact information to
 customer **

2023-04-10 17:10:44 IBPM: Good morning, Mr Dangaards Bronco is done, and he will pick up his vehicle today. He is in a loner,
 and he will drop off the loaner today. Can I please get the loaner covered until today. Thank you. OBPM:
 Good afternoon. This loaner has been extended making the new loaner end date 4/10/2023. Thank you for
 being a loyal Ford partner and have a wonderful day. Ford Motor Company @ Margaret Davis Dealership
 Liaison mdavi406@ford.com Direct Office: 866-631-3788 ext. 79340 ** Not a customer facing agent** Do
 not provide contact information to customer **

2023-04-11 17:59:41 IBPM: Thank you Ford Motor Company @ Margaret Davis Dealership Liaison mdavi406@ford.com Direct
 Office: 866-631-3788 ext. 79340 ** Not a customer facing agent** Do not provide contact information to
 customer **

CASE ATTACHMENTS:



STATUS: Resolved
BUSINESS UNIT NAME: Ford
COMMUNICATION: Phone

CASE CLASS LV 1234: Vehicle Concern | Parts Issue | Unit Down (not drivable) |

DEALER NAME: Sunrise Ford of North Hollywood

PA CODE: 07501

DLR SALES CODE: 71019

REGION: W1

ZONE: W1A



MODEL YEAR: 2022

MODEL: BRONCO SPORT

MILEAGE: 1,069

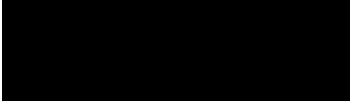
BODY STYLE: R9B - BRONCO SPORT BIG BEND 4X4



SYMPTOMS: Start/Run/Move | Odor | Fuel | Always

ANALYST NAME: Crystal Richardson

OPEN ANALYST NAME: Johnashley Cunningham

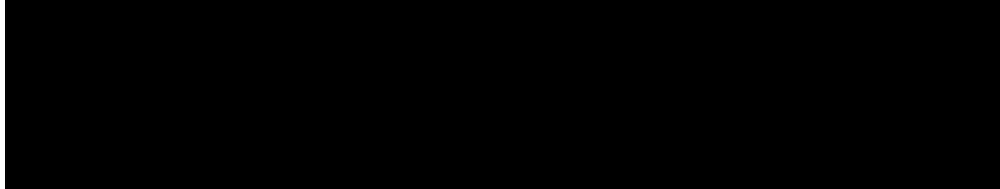


Case Number : CAS-41640516-N9Q7T6 Customer : CHANDLER DANGAARD Business Phone : N/A Home
Phone : 8185183263 Mobile Phone : N/A LTV Score : 82 Vehicle Purchase Status : Original Owner Ford



Concern: lbc from cust stating that he was sent over by an agent, he bought a bronco sprot 13 miles from sunrise ford and less than 30 days later the veh had a cracked fuel injector and they were fumes coming through the veh he goes to drop the veh off and the part is on back order and there is no eta on the part. He has a friend on the bronco website, and he was able to get his fuel injector in and they just passed the 30-day mark, and he feels that the veh meets the lemon law. So, the questions he has is when will the dlrshp get his part or can the dlrshp out him into a veh as fast as they took his money. I asked him if he has spoken with the dlrshp, and they told him to give us a call for assistance. The veh went into the dlrshp on February 10th. Cust is in a rental through the dlrshp, if he can be told that they will receive the fuel injector in three weeks then he will wait.

What is cust seeking from ford? seeking lemon law or part assistance



YRS2 months Yes
MI1069YES
CLV82Yes

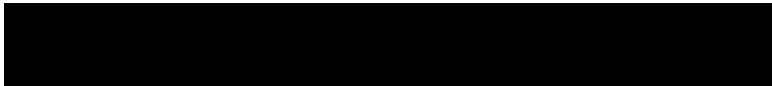
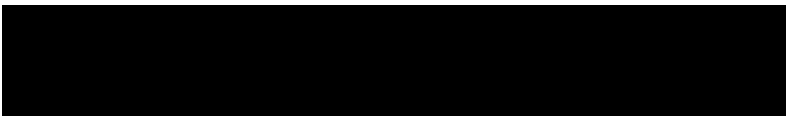


Has the vehicle been to the dealer for the current concern? No this is the first time but veh has been down 30 days per cust
What specifically is causing the customer to want the vehicle bought back? Fuel injectors
Where is the vehicle located? dlrshp
Is the customer active military stationed in California? No
What is the name of the registered owner of the vehicle? Chandler Dangaard
In which state is the vehicle being currently registered? CA
In which state was the vehicle purchased? CA
What is the name of the dealership where the vehicle was purchased? Sunrise Ford
How many miles were on the vehicle at the time of purchase? 13 miles
Is this an intermitted issue?
Is cust purchasing or Leasing veh? purchase
DOP: January 6,2023



Obc to dlrhp to get information on cust veh Esmeralda stated that the SA was out I asked if she can het me an email and she stated yes ever@sunriseford.com. I asked if she could connect me with the parts department. I asked about the pickup and del and she stated she is not sure she can
RO#:597374
RO open DATE: 2-10
RO mileage: 1069
Does Dealer have a clear path to repair the vehicle: (Y/N) – no waiting on parts
ETA for repair completed.
Is this a warrantable repair? yes but the fuel injector is on back order
Is cust in Rental/Loaner: rental and he is not sure when the rental will need
Tech SME Engaged/Parts SME Engaged: (Y/N) -
Ask if they utilize the pickup and delivery for veh (add task in case)? no, they have not started

Marina in parts state that the parts was ordered through SPTR she is not sure what that is she will have to get me connected with the back counter. Sergio in parts stated that he was not sure what that was, but he will see about opening a copis for me. I asked if the part was ordered through Dow or through a third party, and he stated the part was ordered through
Cor#:70216



Dealer Questions

Is the vehicle down (not drivable)? No the veh is not drivable at this time due to the fuel injector being needed.
Where is the vehicle located? dlrshp
Is it at the dealer for repairs? If so, how long? Since 2-10
Does the customer have a loaner/rental? yes rental
Is there a parts delay? Yes

Why is the part delayed? On backorder
What is the timing to receive the part? Expected time of arrival (ETA)? Not sure
Is the part delay beyond 30 days? yes
Does the customer need to go to the dealership? no
Has the vehicle been diagnosed? Yes
Do we needTech/Parts assistanceto expedite the repair? no, the part I advised cust of the part information and he stated that this is the most information that he has received in the last 30 days, and he appreciates it I



stated he's welcome. I advised cust of the part information and he stated okay can he think about it and then give me a call to let me know I stated yes sir and I will stay in contact with him also through out the process. He stated okay thank you so much. I advised him that I will follow up with him on Thursday and he stated okay great.

Next step: f/u with dlrshp to get an update on part and update cust and see if he will like to proceed with buyback

[REDACTED]

2023-03-09 21:39:17

obc to dlrshp to get information on cust veh

[REDACTED]

Obc to cust to advise that the part is on back order, and he stated that he wants to wait for his car, he doesn't want to do the lemon law. The thing is that he has missed a lot of client and money due to him having to deal with this. He wants to know what we can do for him. I asked him if he still had the rental and he stated yes, it's just that he had to take off work just to go over

Next step: f/u with part status and update cust

[REDACTED]

2023-03-13 20:50:44

VOR triage for BB sent

2023-03-14 21:12:19

obc to dlrshp to get an update on cust veh no answer from dlrshp

[REDACTED]

Last update on copis today @11:21

FILL EM-ORDS FROM: YX HVCS UPON RECEIPT, Y Y ORDER SP PRG DOW

Obt to cust with an update

Next step: f/u with dlrshp to get an update on cust veh and update cust

[REDACTED]

2023-03-20 23:35:42

obc to dlrshp to get an update on cust part the part has not come in yet.

Obt to cust with an update on part.

Next step: f/u with dlrshp to see if they have the part and f/u with cust

[REDACTED]

2023-03-23 22:49:15

OBC to DLR 818-980-9800 SA Everardo ever@sunriseford.com SA Out to lunch Left callback info with rep

2023-03-23 22:52:42

[REDACTED]

Please provide vehicle status update

Vehicle Diagnostic:
RO#
Date in:
Mileage:
Line #
Does Dealer have a clear path to repair the vehicle: (Y/N)
Hotline contacted: (Y/N)
Multiple Past Repairs for same issue? (Y/N) How Many? Tech SME Engaged/Parts COPIS Case: (Y/N)

2023-03-28 18:40:03

OBC to DLR 818-980-9800 SA Ever No answer left vm f/u 2nd Attempt part arrived currently waiting stall to repair ETA to be complete if there's no delay CUST in loaner SA seeking extension on rental advised him to

[REDACTED]

2023-03-31 16:04:03

2023-03-31 18:03:55

IBC CUST/
NAME:chandler dangarrd
ADDRESS: 2102 CENTURY PARK LN APT 407
ZIP: 90067
CB 8188513263
MILEAGE:
VIN:
Cas-41640516

Car been in sunrise Hollywood ford dealership in dealership for two months fuel injection for engine, dealership has already spoke with customer, text from agent that veh would be done till weekend.

called dealership and they advised that yes till aroud mid next month april 2023 sealant would be in and veh would be worked on, advised agent in webex ex 79731 if she can call cust back regarding issue with part and if can get part expedited.

cust stated would wait for her call back.

NEXT STEPS: noted case

[REDACTED]

O: (866) 631-3788 ext. 79022

2023-04-04 16:08:36

Hello Ever, seeking parts details for the following customer

[REDACTED]

Vehicle Diagnostic:
RO#
Date in:
Mileage:
Line #
Ordering Dealer P&A:
Part Number:
Part Name:
Order Date:
DOR/COR:
ETA for Part Escalated/Date O/B:

2023-04-04 16:09:51

OBC to DLR 818-980-9800 SA Ever ever@sunriseford.com No answer left vm f/u with email 2nd attempt Spoke with Shelby state they are waiting seal CXS asked for callback to discuss conflict part details SMS f/u NEXT STEPS: Part status Ford Motor Company @ Customer Experience Specialist – PV Team Crystal Richardson crich198@ford.com | www.ford.com Office: 1-866-631-3788 ext. 79731

2023-04-07 18:41:25

OBC to DLR 818-980-9800 SA Ever All parts are in repair will be wrapped up on Monday SA request extend of rental coverage *seeking # of days extra 56 days total Request invoice to be provided after repair or instruct SA to complete rental details on this case NEXT STEPS: Satisfaction/ rental invoice Ford Motor

[REDACTED]


2023-04-11 19:11:03

OBC to DLR 818-980-9800 SA Ever SA out to lunch f/u with email Request VEH status and rental invoice for overage amount NEXT STEPS: DLR/ CUST satisfaction Ford Motor Company @ Customer Experience Specialist – PV Team Crystal Richardson crich198@ford.com | www.ford.com Office: 1-866-631-3788 ext. 79731

2023-04-13 18:21:35

OBC to DLR 818-980-9800 SA Ever SA out of the office Spoke with rep state she believe was picked up, check with techs repair done 4/10 CUST has NOT pickup, OBC to CUST 8185183263 Chandler Confirm VEH was picked up 4/10 Satisfied with repairs NEXT STEPS: Safety net Ford Motor Company @ Customer Experience Specialist – PV Team Crystal Richardson crich198@ford.com | www.ford.com Office: 1-866-631-3788 ext. 79731

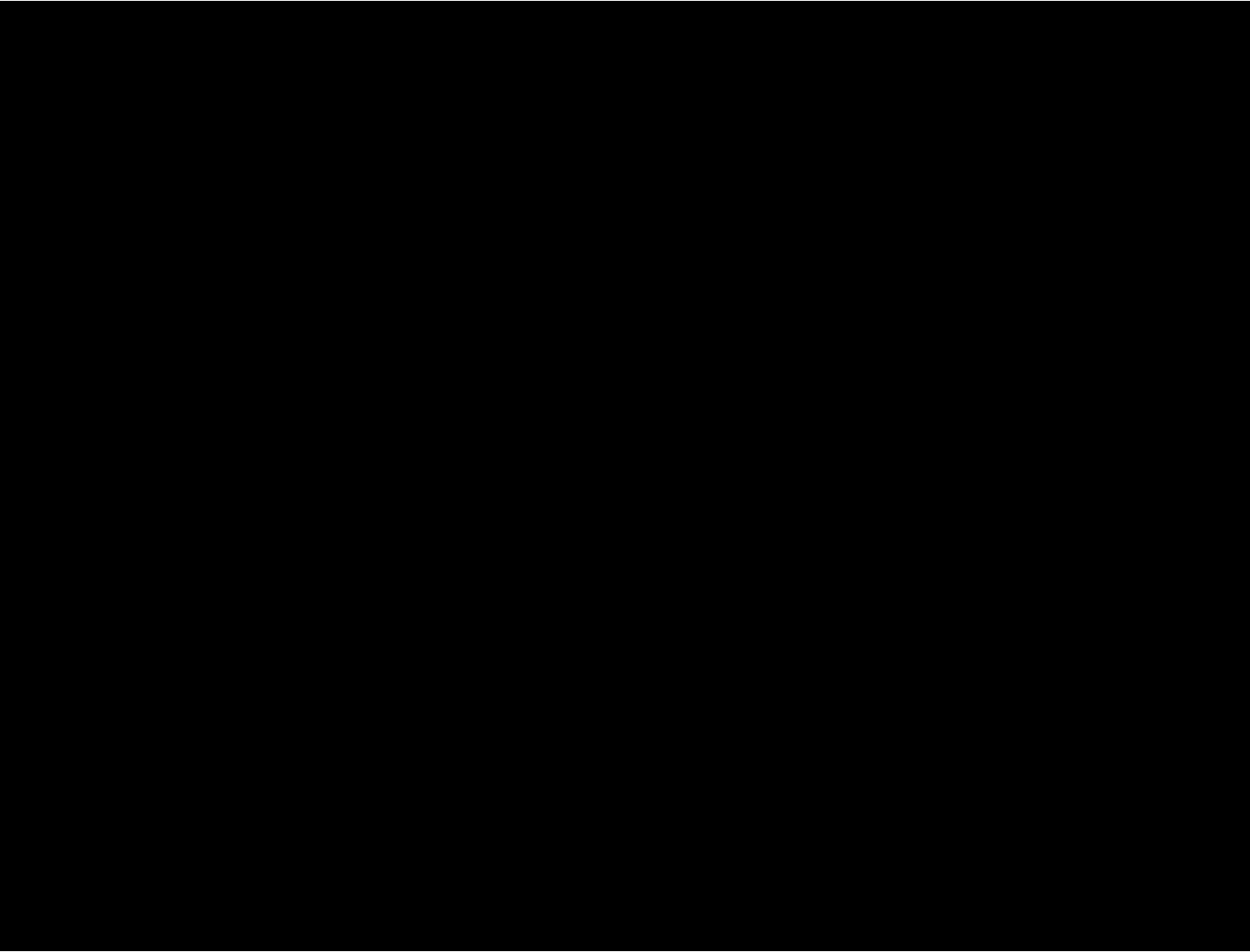
2023-04-20 15:45:28



Thank you for contacting Ford Motor Company and allowing us to assist you with your 2022 Bronco Sport vehicle concerns. We are pleased that your vehicle has been repaired to satisfaction and hope that you find the added value to be a Ford owner. Our goal is to be sure our Ford owners continue to support our brand and feel like family.

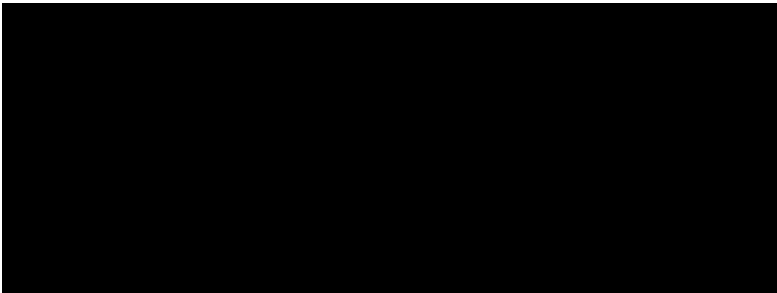
It was a pleasure to be able to partner with our dealer and resolve your concerns and we hope that your experience with Customer Care met your expectations. If there were any delays in your repair, we sincerely apologize as we are working against some tough times and appreciate your patience. As previously provided in your introduction email; you may receive an email survey from Ford Motor Co. We ask that you take a few minutes to respond to the survey and provide us with your feedback regarding our handling of your concern. If you have any further questions or concerns regarding this repair, please let us know by contacting us via phone within the next 30 days with your case #. Thank you for your time and loyalty.
Sincerely,

CASE ATTACHMENTS:

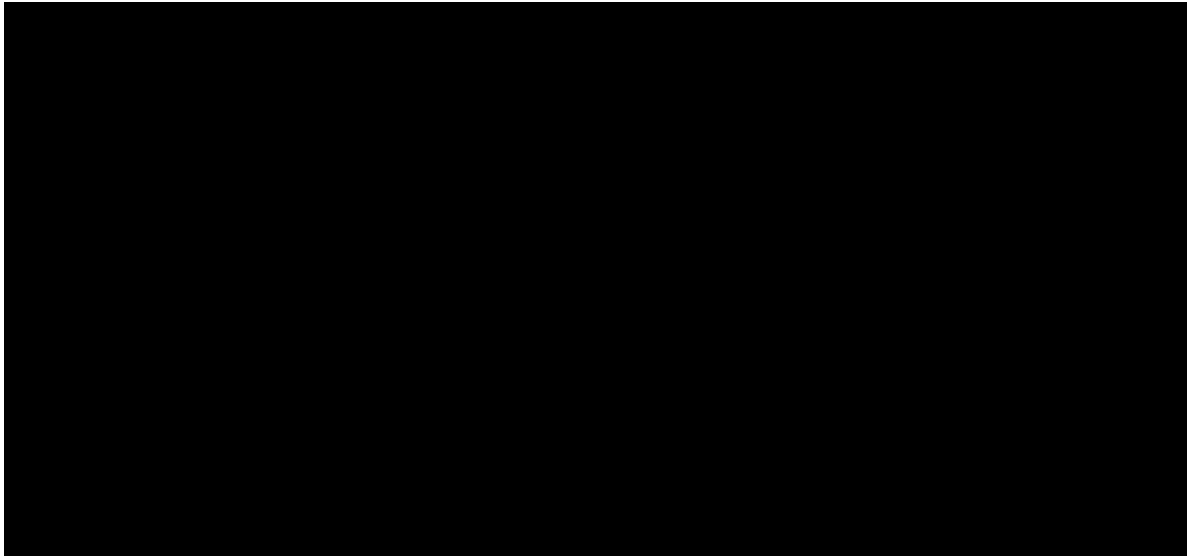


IBC: Customer called in regarding car fire yesterday. car was towed to watsonville ford. Dealership would like to know if vehicle is covered under warranty.

Next steps: call dealership regarding vehicle warranty.



2023-06-21 16:05:26



Ford Confidentiality:

Please do not submit any sensitive personally identifiable information for security reasons, such as credit card numbers, driver's license numbers, SSN, DOB, etc. Thank you.

2023-06-21 17:37:25

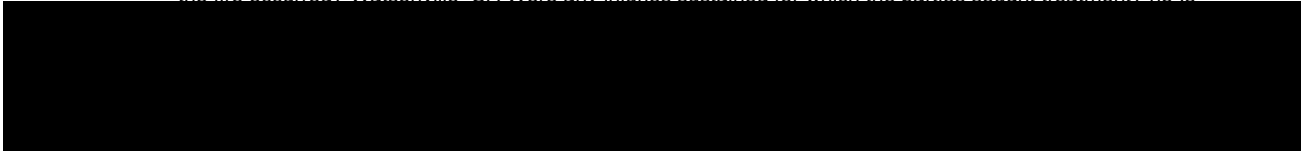


Validate customer's BCM / Address & Email (for OGC send communication)

Only Asked if the customer mentions they have sought or retained an attorney)?

2023-06-29 22:26:28

IBC cust Georgina calling because veh caught fire 3 weeks ago and cust filed with insurance and stated that veh is a total lost but insurance claim is still open for final payoff/cut. I advised cust per AFF (fire/accident) to stay in contact with insurance company until final decision is made. I also gathered the following info below for fire/accident template. Filed a claim with their insurance company? Yes What is the status of the claim? Pending When did the vehicle catch fire? 6/14/23 Where did the fire originate in the vehicle? Under the hood. Was the vehicle running when the fire started? Yes Where is the vehicle currently located? At Watsonville Ford Was a fire report filed with the fire department? Yes can you provide a copy of the report? Yes what is the report number, and in what city and county was the report filed? n/a What was the city and state where the fire occurred? Watsonville, CA Were any injuries sustained for which the parties sought treatment? no Is

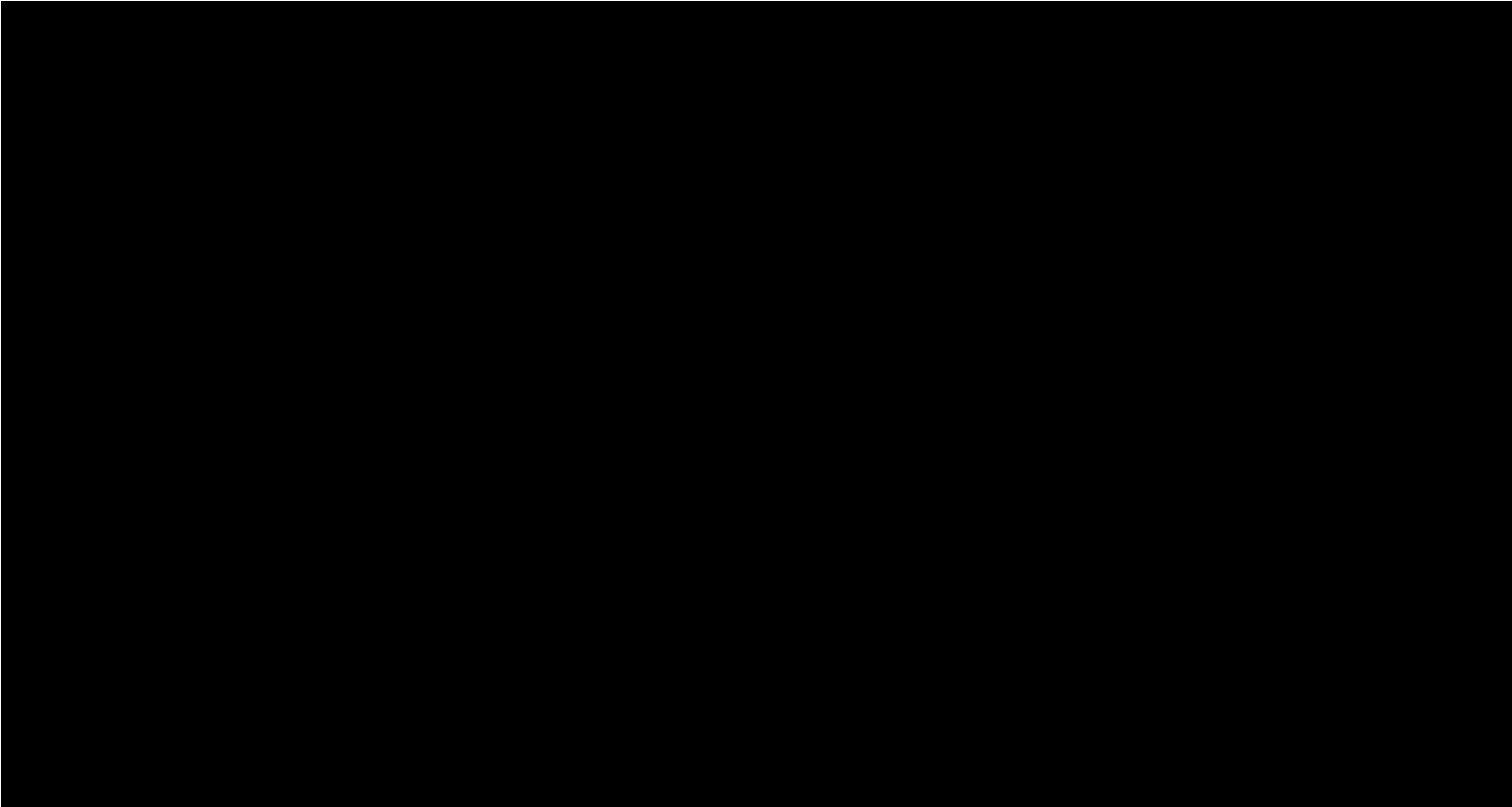


2023-07-10 21:29:22

2023-08-18 19:57:26



CASE ATTACHMENTS:

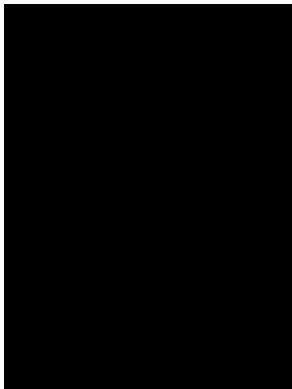


Case is on day 11 with no signed CCF and veh has now been branded. PLease close case

2023-08-21 19:10:06

BBB Closed Case

CASE ATTACHMENTS:
2023-08-21 19:10:06



[Case Closed.pdf](#)

August 18, 2023



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

We have determined that your case is outside the jurisdiction of the BBB AUTO LINE program because we have not received your signed *Customer Claim Form*. Your case has been closed.

Please refer to the booklet *How BBB AUTO LINE Works* for further explanation of the jurisdictional requirements. If you wish to proceed through BBB AUTO LINE, please return your *Customer Claim Form*, and a new case will be opened.

If you disagree with this finding, you may appeal it by sending us a written statement indicating why you think your claim is within the jurisdiction of the BBB AUTO LINE program. This statement must be mailed to the following address within 30 days from the date of this letter:

BBB AUTO LINE
1676 International Drive
Suite 550
McLean, VA 22102

You may fax your appeal to our office at 1.703.247.9700.

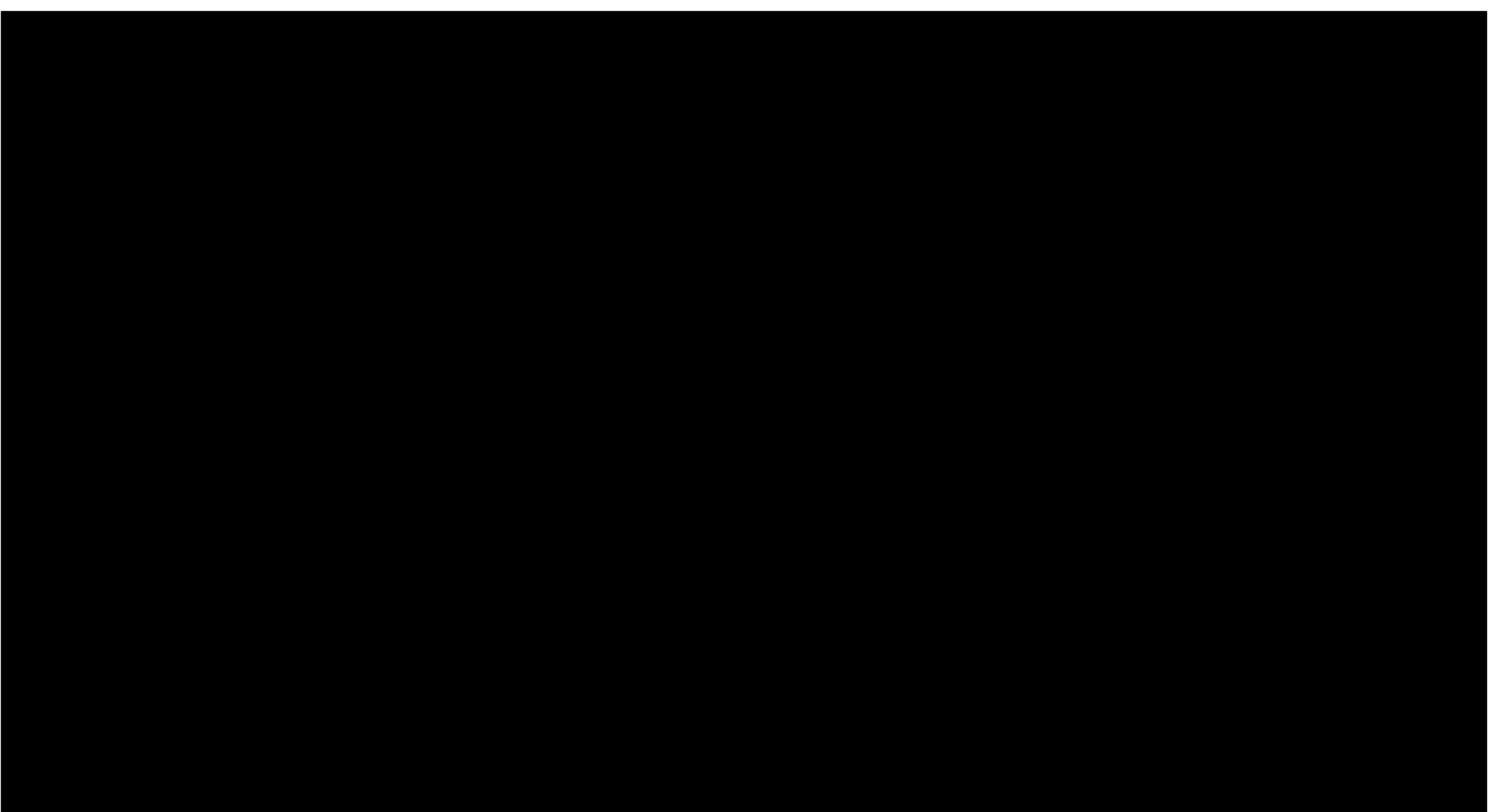
When your appeal is received in our office it will be forwarded to the manufacturer representative, who will be given five days to submit a written position on the appeal. If a written position is received it will be shared with you, and you will be given five days to submit written comments. A BBB AUTO LINE arbitrator will review your appeal letter, this Out of Jurisdiction Notice, any written position from the manufacturer, any comments, and the Arbitration Rules. The arbitrator will then make a decision as to whether your claim is potentially within the jurisdiction of BBB AUTO LINE arbitration. If this review determines that you may proceed to arbitration, your complaint will proceed to a hearing before a different arbitrator in accordance with the BBB AUTO LINE Rules for Arbitration.

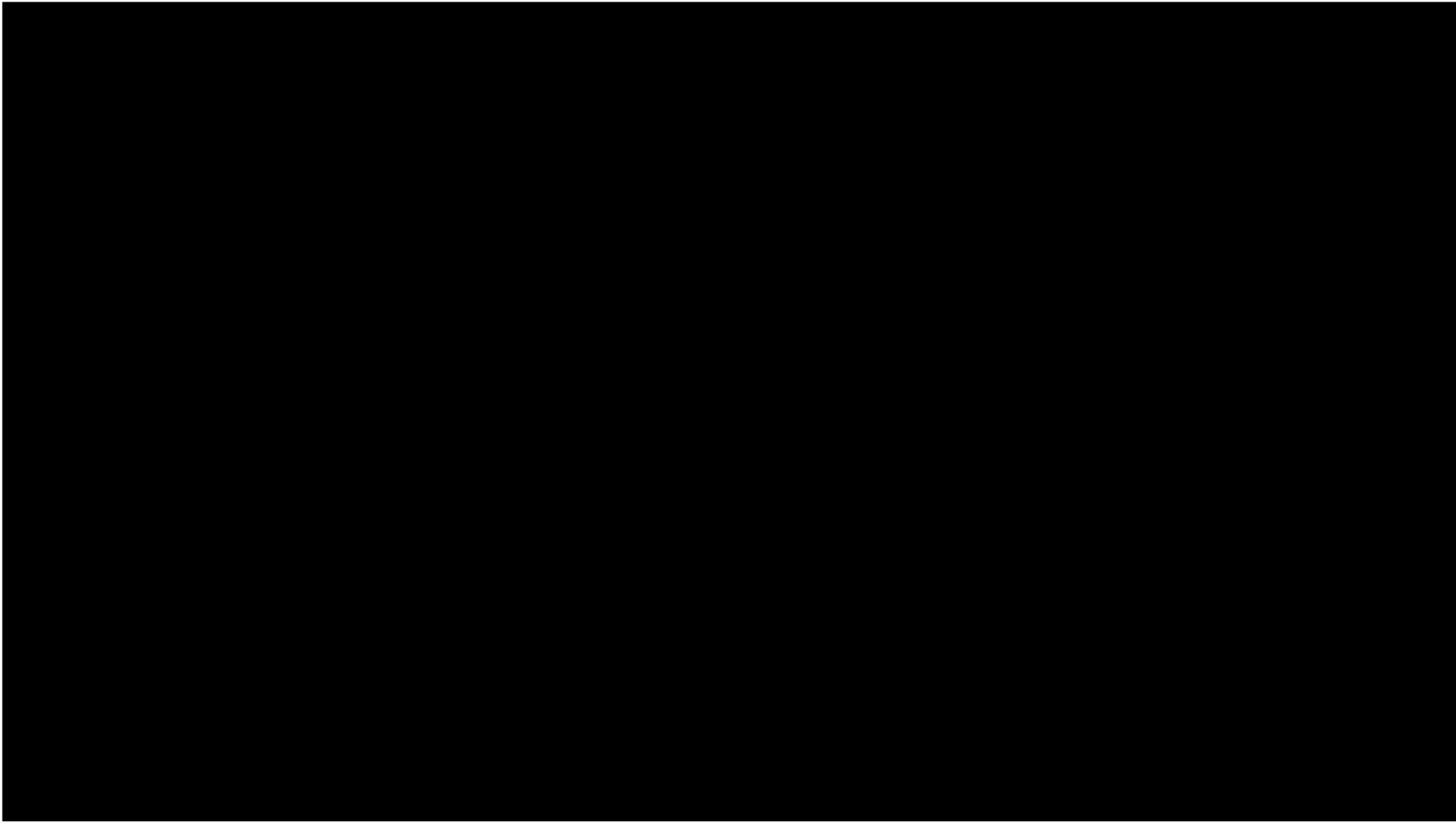
Please note the arbitrator ruling on your appeal will only decide whether your claim may be heard in arbitration. Even if the arbitrator decides that your claim is potentially within the program's jurisdiction, the arbitrator who presides over your hearing will examine all the facts in your case and may decide that the

evidence presented at the hearing does not establish that the claim is within the jurisdiction of BBB AUTO LINE or that any award should be made in your case.

Thank you for bringing your complaint to our attention.

Sincerely,





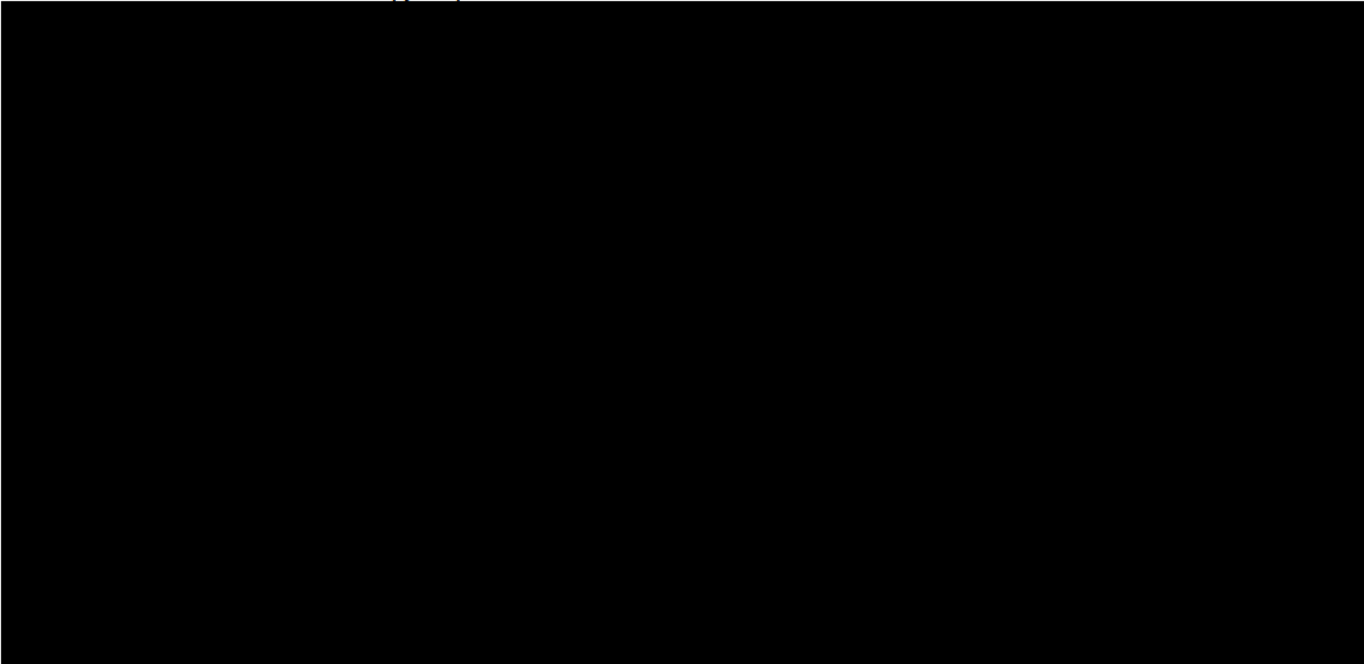
Ford Motor Company
Customer Relationship Center - PV/Truck Team
Deborah Johnson
djohn963@Ford.com | www.ford.com
Office: 800-392-3673 ext. 79161
Monday-Friday 8:00AM - 4:30PM CST

2023-09-06 18:08:23



Purpose: Use the template below to provide additional information to the appropriate specialized buyback handling team so they may make informed decisions regarding a vehicle repurchase/replacement.

IMPORTANT: Copy and paste into the case notes.



2023-09-06 18:22:30



No CLV score / New Purchase 8/4/2023

Next Step: Contact CX for an update

Ford Motor Company
Customer Relationship Center - PV/Truck Team
Deborah Johnson
djohn963@Ford.com | www.ford.com
Office: 800-392-3673 ext. 79161
Monday-Friday 8:00AM - 4:30PM CST

2023-09-07 11:26:00

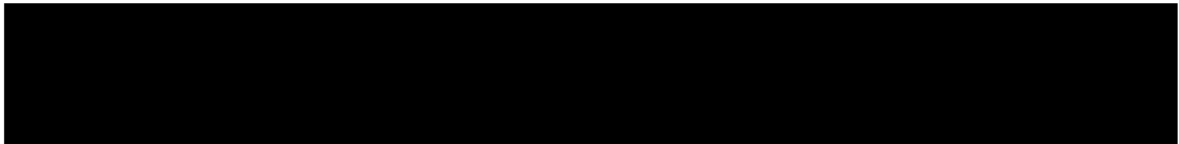
TO LISA C

2023-09-07 15:40:22

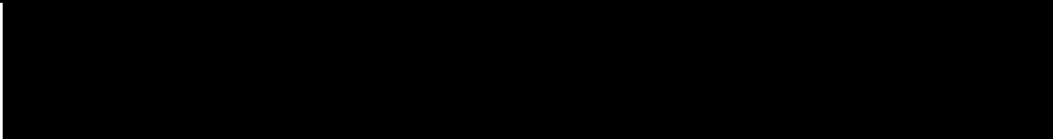
Started GFR /Working on Review

2023-09-07 15:43:28

2023-09-12 16:58:19



2023-09-15 21:53:17



2023-09-19 15:33:41

2023-09-19 15:46:23

Attached DMV Report, Claims List and ESP Coverage to the GFR

2023-09-19 16:35:57

Called and spoke with Mike in Service at Fairview Ford to get info on an RO and pics , gave me info , updated the GFR

2023-09-19 16:46:32

Attached RO, PDI s and Pictures from Fairview Ford

2023-09-19 16:47:15

Case Analyst Review Complete. Transferring to TL for Review.

2023-09-19 21:59:58

Transferring to CA Lisa C for update

2023-09-20 12:07:22

Sent an email to the CXS to fill out the fire accident questionnaire

2023-09-21 17:14:58

2023-09-22 22:33:29

Answers for the accident report requested per email: Has the customer filed a claim with their insurance company? No If a claim has been filed with their insurance company, what is the status of the claim? N/A Is the vehicle repairable? No Were any injuries sustained for which the parties sought treatment? If yes, provide the first and last name of all injured parties. No Are you seeking any form of assistance from the Ford Motor Company? If yes, what form of assistance ? Repair assistance What was the date of the accident? 09/03/23 Do you believe a product defect influenced or caused the accident? If yes, what product defect is alleged to have caused the accident? Yes but aware of what. What is the city and state where the accident occurred? Mt Clair Ca. Was a police report filed? No If a police report was filed, what were the findings? N/A Are you able to provide a copy of the police report? N/a What is the police report number and in what city and county was the report filed? What is the name and address of the customer's attorney ? Quill & Arrow Law 10900 Wilshire Blvd. Los Angelis CA. 90024 What email address would you like our Office of General Counsel to send communication to regarding this matter? No What mailing address would you like our Office of General Counsel to send your written response to ? 2640 W RIALTO ACE SP 65 SAN BERNARDINO CA. 92410 Kenneth (Rick) Lockhart Customer Experience Specialist, Ford CX Team 866.631.3788 x79068 kloekha4@ford.com PO Box 6128 Dearborn, MI 48121 Mon-Fri 10:30AM TO 7:00pm CST

2023-09-25 12:46:56

Attached Fire/Accident information to the GFR

2023-09-25 12:47:22

Case Analyst Review Complete. Transferring to TL for Review.

2023-09-26 14:16:10

APPROVAL UPLOADED TO PORTAL, TRACKING IS 883200
LETTER WILL BE SENT WITHIN THE NEXT 3 BUSINESS DAYS

2023-09-26 21:10:23

CA REVIEW TEAM SENT OGC LEGAL REVIEW
ACCIDENT / FIRE / ATTY REP.

OGC DIRECTIVE:
OGC WILL BE TAKING OVER THIS CASE.
PLEASE CEASE ALL COMMUNICATION W/CX.

ADVISE CX THAT ALL CORRESPONDENCE MUST BE BETWEEN OGC & THEIR ATTY., QUILL &

2023-09-28 23:28:44

CASE ATTACHMENTS:

2024-03-27 21:38:02 ACCOUNT RESEARCH The DLR has an previous IWL case opened and approval code generated for this customer below. Warranty Loaner Request For CAS-48180766-N6N2V5 RO# 387446 Line # 03 3/4/24 - 3/13/24 Approval Code: MSPA679831 \$405.00 approved by Emily Otte The new Warranty Loaner Request For CAS-48557710-T2F3W2 is picking up on the rental from 3/17/24 going forward.

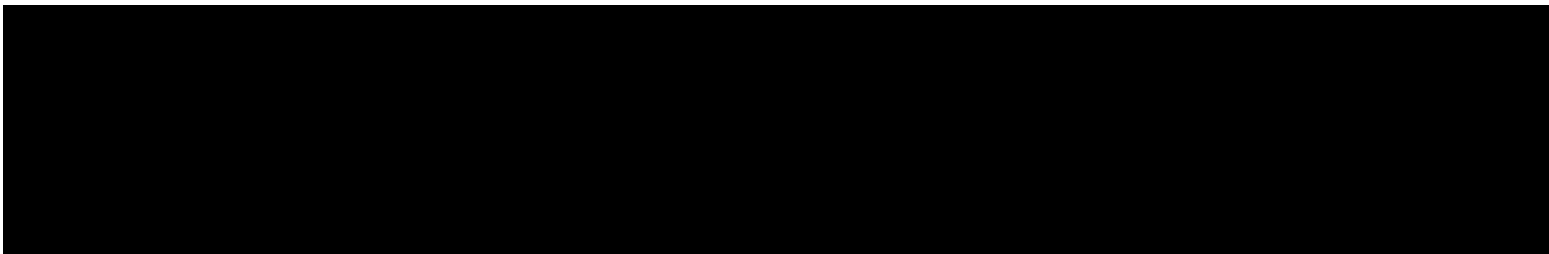
2024-03-27 21:44:53 OBPM Hello, I am assisting your Proactive Roadside Dealer/Advocate agent with the following case due to case volume. Thank you for your request, however after reviewing your case, Ford is unable to assist with the missing days using your new In-Warranty Loaner case due to your dealership using the same line # as you previously used on your old IWL loaner case. Please understand that when you have an error like this the only way we can fix your case is by adding a financial assistance request to your same case that has the error. There is no need to open a brand new case. We would rather you keep everything within the same case. I have closed out your old IWL Loaner case # CAS-48180766-N6N2V5. Please send us a copy of the rental invoice and provide us a new line # for further review. We will see if we can fix the error. Kind regards, Ford Motor Company @ Richard Pinkney Proactive Roadside Customer Dealer Advocate rpinkne3@ford.com | www.ford.com Office: 866-631-3788 ext. 79337 Office hours: 8:30a-5:00p

2024-03-29 16:30:11 IBPM Please see attached for rental invoices. Thank you!

2024-03-29 16:31:17 OBPM Hello, Thank you for the invoice, however we still need a new line # Kind regards, Ford Motor Company @ Richard Pinkney Proactive Roadside Customer Dealer Advocate rpinkne3@ford.com | www.ford.com Office: 866-631-3788 ext. 79337 Office hours: 8:30a-5:00p

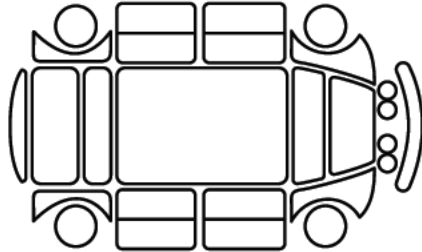
2024-03-29 21:52:03 IBPM NEW LINE# 02

2024-03-29 21:57:32 OBPM Hello, I am assisting your Proactive Roadside Dealer/Advocate agent with the following case due to case volume. Thank you for your patience. Please see your details below. P11 Code Approval Code: MSPA862966 Fords's share: \$778.50 Line 02 Kind regards, Ford Motor Company @ Richard Pinkney Proactive Roadside Customer Dealer Advocate rpinkne3@ford.com | www.ford.com Office: 866-631-3788 ext. 79337 Office hours: 8:30a-5:00p

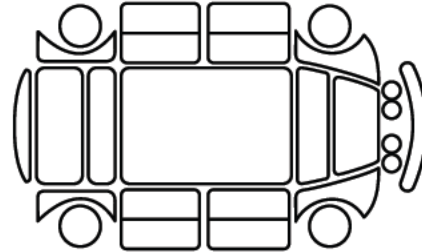


VEHICLE REPORT

Condition OUT:			Condition IN:		
			CUST INT:		DATE: 3/5/2024
Left Head Light			Right Head Light		
Left Front Panel	Front Bumper	Right Front Panel	Left Front Panel	Front Bumper	Right Front Panel
Left Front Tire	Hood	Right Front Tire	Left Front Tire	Hood	Right Front Tire
Left Driver Door	Roof	Right Front Pass Door	Left Driver Door	Roof	Right Front Pass Door
Left Rear Door	Rear Window	Right Rear Pass Door	Left Rear Door	Rear Window	Right Rear Pass Door
Left Rear Tire	Rear Bumper	Right Rear Tire	Left Rear Tire	Rear Bumper	Right Rear Tire
Left Rear Panel		Right Rear Panel			
Left Tail Light		Right Tail Light			



Interior Damage: _____



Interior Damage: _____

Multi-State Vehicle Use Agreement Terms and Conditions (“Terms and Conditions”)

1. **Definitions. “Agreement”** means all terms and conditions found on the “Face Page” and on all pages of these Terms and Conditions. **“You” or “your”** means the person identified as the Customer on the Face Page, each person signing this Agreement, every Authorized Driver and each person or organization to whom charges are billed by us at its or the Customer’s direction. You are jointly and severally bound by this Agreement. **“We,” “us” or “our”** means the independent automobile dealer or its affiliate named elsewhere in this Agreement. **“Vehicle”** means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle may be a temporary substitute for a Customer-owned or Customer-leased vehicle that you have given us the opportunity to service or repair (**“Service Replacement Vehicle”**). **“Rental Period”** means the period from the time you take possession of the Vehicle until the time that the Vehicle is either returned to or recovered by and checked in by us. **“Loss of Use”** means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during the Rental Period, including uses other than for rental, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees. **“Daily Vehicle Rate”** means your daily time and mileage fee. For Service Replacement Vehicles, the Daily Vehicle Rate is the daily time and mileage fee that we typically charge for vehicles of the same type as the Vehicle. **“Diminished Value”** means the actual or perceived loss in market value or resale value which results from a direct or accident loss. **“Charges”** means the fees and charges that are incurred under this Agreement. **“Vehicle License Fee”** means our estimate of the average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

2. **Nature of Contract; Consideration.** This Agreement is a contract for rental of the Vehicle offered to you. This rental is solely a bailment for mutual consideration. You agree that you are not our agent for any purposes, and that you may not assign or transfer your obligations or sublease the Vehicle. By signing the Face Page, you agree to all terms and conditions of this Agreement and acknowledge that binding consideration exists, as follows: our opportunity to service or repair a vehicle you left with us; financial benefits we receive from others for the service/repair work; financial benefits we receive from others to obtain and use this Vehicle as a Service Replacement Vehicle; a fee you pay us; and/or the rights and obligations of this Agreement.

3. **Authorized Drivers.** You represent that you are a capable and validly licensed driver. **You and other “Authorized Drivers” are the only persons who are permitted to drive the Vehicle.** You understand that for purposes of this Agreement, “Authorized Driver” means: (a) the Customer and the Customer’s spouse or domestic partner; (b) additional drivers listed by us in this Agreement; (c) if the Customer is a business entity, “Authorized Driver” includes Customer employees who are permissible drivers on the business entity’s auto insurance policy; and (d) any person specifically authorized to drive the Vehicle under applicable law. Each Authorized Driver must possess a valid driver’s license and be at least age 21, except that if the Vehicle is a Service Replacement Vehicle, and the Customer is the registered owner of a vehicle left with us for service or repair, then the Customer and the Customer’s spouse or domestic partner must be at least age 18.

4. **Inspection; Condition and Return of Vehicle; No Warranties.** You agree that you are renting the Vehicle “As Is,” and that you had an opportunity to inspect it before leaving the premises. You must return the Vehicle to our office on the date and time specified on the Face Page (or sooner upon our demand) with at least as much fuel as when rented, unless we offer, and you purchase, pre-paid fuel. You may extend the Rental Period for up to one week if you obtain our consent before the date due, and we may require you to return the Vehicle to our office for inspection. The total Rental Period may not exceed 30 days under any circumstances. **We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement.** The Vehicle must be returned in the same condition that you received it except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of it until we inspect it on reopening for business, and Charges may continue to accrue. You must obtain our prior written approval before servicing the Vehicle or replacing parts or accessories. You will check and maintain Vehicle fluid levels. You grant us, our agents, assigns and each person with a financial interest in the Vehicle the right to inspect the Vehicle during the Rental Period. **To the extent permitted by law, we make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**

5. **Responsibility for Damage or Loss; Reporting to Police.** Regardless of fault, you are responsible for theft or loss of the Vehicle and all damage to it, including damage caused by collision, weather, road conditions, acts of nature, theft, and vandalism. Your responsibility includes: (a) all physical damage to the Vehicle measured as follows: (i) if determined that the Vehicle is a total loss, the actual cash value of the Vehicle; (ii) if determined that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value (which, subject to state law and policy terms and conditions, is measured by calculating the actual cash value of the Vehicle just prior to damage less the value of the Vehicle after repair); (b) Loss of Use, which is measured by multiplying the Daily Vehicle Rate by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. **Loss of Use is payable regardless of fleet utilization;** (c) a reasonable administrative fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys’ fees, collection fees, and costs whether or not litigation is commenced. You are responsible for replacing missing equipment and Vehicle documents and keys. You must report all Vehicle accidents and incidents of theft or vandalism to us and the police upon discovery.

6. **Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. **The Vehicle must not be used:** (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol or prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information; (d) for an illegal purpose or in the commission of a felony or other crime; (e) to carry persons or property for hire, when logged into a transportation network platform (whether or not a passenger is occupying the Vehicle or when logged into a delivery network platform (whether or not goods, items, or products to be delivered are in the Vehicle)); (f) to tow an object in excess of 2,000 pounds, unless specifically approved by notation on the Face Page, or to push anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (m) if applicable, by anyone who lacks experience driving a vehicle with manual transmission; (n) to transport an animal (other than a service animal); (o) to carry more passengers than the number of existing seatbelts; (p) to transport children without safety seats required by law; (q) by anyone driving or operating the Vehicle while using a hand-held wireless communication device (or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages) while not in a hands-free mode; (r) in a willful or reckless manner or to intentionally damage the Vehicle or cause injury or property damage to others; or (s) by anyone who is smoking, vaping, or using tobacco products in the Vehicle. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE EXTENT PERMITTED BY LAW).**

Multi-State Vehicle Use Agreement Terms and Conditions (“Terms and Conditions”)

7. **Responsibility to Others.** You are responsible for all damage or loss you cause to others. You agree to maintain automobile insurance during the term of this Agreement which provides to the owner, to us, and to you, the following primary coverage: (a) Bodily injury (“BI”) and property damage (“PD”) liability coverage; (b) Personal injury protection (“PIP”), no-fault, or similar coverage where required; and (c) Uninsured/underinsured (“UM”/“UIM”) coverage where required. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. **Because you are providing auto insurance, we are not. In states where the law requires us to provide insurance, your insurance will be primary.** Any insurance we are required to provide applies only to claims of accidental BI and PD resulting from the use of the auto, and is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent up to the minimum limits required by law. **To the extent permitted by law, by signing this Agreement, you reject UM, UIM, and supplemental no-fault or PIP coverages.** Where we are required to provide such coverage, you hereby select the minimum limits required by law. Our insurance policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with our insurer if any claim is made, and give us immediate notice of damage, claim, or lawsuit against you. Our insurance applies only in the United States and Canada. Engaging in a Prohibited Use described in paragraph 6 or any other material breach of this Agreement will void any insurance coverage.

8. **Indemnification.** **To the extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this Agreement, from the rental transaction, or the use of the Vehicle by you or any other person.**

9. **Reserve; Charges.** You permit us to reserve against your payment card at the time of rental a reasonable amount in addition to estimated total charges. **We may use the reserve to pay all Charges. We will authorize the release of any excess reserve upon the completion of your rental. Your payment card issuer’s rules will apply to your credit line or account being credited for the excess, which may not be immediately released by your card issuer.** You will pay us all Charges, including: (a) taxes, surcharges, and other fees; (b) a return check fee if you pay us with a check returned unpaid; (c) all expenses we incur recovering the Vehicle if it is not returned to the renting location on the date and time promised; (d) all costs we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (e) a late fee on all Charges that are not paid when due; (f) a reasonable fee to clean the Vehicle if it is returned with evidence of smoking, vaping, or animals or otherwise substantially less clean than when received by you; (g) fuel and a refueling fee if you return the Vehicle with less fuel than when received by you; (h) applicable time and mileage fee; (i) a mileage charge based on our experience if the odometer is tampered with; (j) towing, storage charges, Tolls, Violations, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle; (k) a reasonable fee if you lose the keys, key fob, or toll transponder to the Vehicle; and (l) a surcharge if you do not return the Vehicle on the date and time and to the location specified on the Face Page. **All Charges are subject to our final audit.**

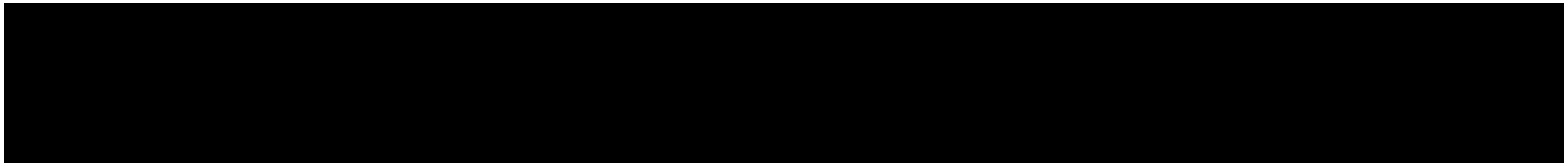
10. **Responsibility for Tolls, Traffic Violations, and Other Charges.** You are liable for all tolls (“Tolls”) and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a “Violation”) assessed against you, us or the Vehicle during the Rental Period. If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you agree that we or a processing firm (“Processor”) may, in our sole discretion and without prior notice to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the appropriate authority. If we or a Processor elect to pay a Toll or Violation, you may not be able to challenge the validity of the Toll or Violation before the charging authority. We or the Processor will charge you the face value of the Toll or Violation and any taxes, plus an administrative fee per Toll and Violation. If we or a Processor, in our sole discretion, elect to transfer liability for a Toll or Violation assessed against the Vehicle during the Rental Period to you personally, we or the Processor will charge you an administrative fee per Toll or Violation. You authorize us to release your rental and payment card information to the charging authorities and the Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us and the Processor to charge all payments and administrative fees to the payment card you used in connection with this Agreement. **Certain toll roads do not accept cash.** To avoid toll violations and associated fines, fees, and taxes (and our administrative fees), you must pay all Tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid Tolls; or consult local authorities for other payment methods.

11. **Personal Property and Information.** To the extent permitted by law, you release us, our agents, and our employees from all claims for loss of or damage to personal property that was left with us or carried in the Vehicle. If you fail to claim property left in the Vehicle for more than 30 days, we may dispose of that property in a manner we choose. You understand that, to the extent permitted by law, we may collect and maintain copies of your valid driver’s license and insurance information presented at the time of and in relation to this Agreement. You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to our affiliates or third parties in connection with enforcement of our rights under this Agreement and for other legitimate purposes. **The Vehicle may be equipped with an infotainment system that permits you to connect your personal device and pre-set radio stations and GPS locations. If you use an infotainment system, the Vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. Follow the steps displayed on the Vehicle system screen to delete this information and the device from the Vehicle’s memory. We are not responsible for assuring the privacy of that information and cannot guarantee that other persons will not have access to this information after you return the Vehicle.**

12. **Telematics and GPS Tracking.** (a) You acknowledge that the Vehicle may be equipped with a telematics system, global positioning satellite (“GPS”) technology, an electronic locator device, and/or an event data recorder (collectively “Telematics System”). **Your use of the Vehicle may be remotely monitored by us or on our behalf through a Telematics System to the extent permitted by law.** Remote monitoring may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that we may deem necessary or desirable. You acknowledge that these systems may use cellular telephone, wireless technology, or radio signals to transmit data, and therefore you should have no expectation of privacy related to the use of this Vehicle. You shall inform any and all drivers and passengers of the Vehicle of the terms of this paragraph. We are not responsible for the operability of any Telematics System included with the Vehicle. To the extent permitted by law, you agree to release and indemnify, defend and hold us, the operator of the Telematics System, wireless carriers, and other suppliers of components or services harmless from any damage to persons or property caused by failure of a Telematics System to operate properly, or otherwise arising from the use of the Telematics System. (b) If your Vehicle has active Telematics System equipment, you understand that your use of the Vehicle is subject to the third-party Telematics System operator’s terms and conditions, which may include system and service limitations, warranty exclusions, limitations of liability, and privacy practices relating to the collection, use, and sharing of information about you and the Vehicle. If the Vehicle does not have an active Telematics System, you agree not to activate it. **If you do activate a service in violation of this Agreement, you will be responsible for all subscription fees.** (c) We also reserve the right to use the Vehicle Telematics System in connection with your smart phone or other device to process the rental, including the start and end time, fuel levels, and mileage (to the extent permitted by law).

13. **Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed or on a form that we provide. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding the use of the Vehicle are void. Our waiver of a breach of this Agreement, our acceptance of payment from you, or our failure, refusal or neglect to exercise our rights under this Agreement does not constitute a waiver of another provision of this Agreement. **TO THE EXTENT PERMITTED BY LAW, YOU: (A) RELEASE US FROM ALL LIABILITY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS TRANSACTION OR THE RESERVATION OR USE OF A VEHICLE; AND (B) WAIVE ALL RECOURSE AGAINST US FOR CRIMINAL PROSECUTIONS WE TAKE AGAINST YOU FOR BREACH OF THIS AGREEMENT.** If a provision of this Agreement is deemed void the remaining provisions are valid and enforceable.

Customer Initial _____



Please Return This Portion with Remittance

Make Payment To:
ENTERPRISE RENT-A-CAR(5199)
433 EAST MEMORIAL ROAD

Total Charges:	\$778.50
Less Amount Received:	\$0.00
Total Amount Due.....	\$778.50

