

Schedule "A"



FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement ("Agreement") is entered into as of the _____ day of _____ by and between Enterprise Fleet Management Canada, Inc. ("Enterprise"), and _____ ("Lessee").

1. TERM AND TERMINATION. The term of this Agreement shall apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)") and shall take effect upon delivery of the Covered Vehicle to Lessee and shall continue for month to month thereafter for each Covered Vehicle until terminated as set forth herein ("Term"). Enterprise and Lessee shall each have the right to terminate this Agreement effective as of the last day of any month with respect to any or all of the Covered Vehicles upon providing not less than sixty (60) days prior written notice to the other party. The termination of this Maintenance Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations which have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, or that continue to apply to Covered Vehicles not subject to termination, and in all of the aforesaid situations, such rights and obligations shall continue to be governed by the terms of this Agreement.

2. VEHICLE REPAIRS AND SERVICE. Enterprise agrees that, during the Term, for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, Enterprise will pay for or reimburse Lessee for Lessee's payment of all costs and expenses incurred in connection with the maintenance or repair of such Covered Vehicle. This Agreement does not cover and Lessee shall remain responsible for and pay for (a) fuel, (b) oil and other fluids or filter between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which are installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle), (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, Act of God, an object striking a Covered Vehicle, improper use or operation of a Covered Vehicle (including, without limitation, violating applicable laws, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain a Covered Vehicle as recommended by the manufacturer, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles, (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement, or (iii) front axle alignment, or (l) maintenance or repairs in province locations where maintenance costs exceed the Canadian national average cost by 20% or greater. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary maintenance, work, services or repairs (collectively, the "Services") performed by a reputable service facility acceptable to Enterprise. In every case, if the cost of such Services will exceed \$125.00, Lessee must obtain Enterprise's written consent and instructions as to where and the extent to which such Services will be performed. Lessee agrees to furnish Enterprise with an invoice for all Services to a Covered Vehicle accompanied by a copy of the shop or service order which must disclose the measured odometer reading in kilometres. Enterprise shall not be obligated to pay for any unauthorized charges or those exceeding \$125.00 for Services relating to any Covered Vehicle unless Lessee has complied with this Agreement. Enterprise shall not have any responsibility to pay for any Services in excess of the services recommended by the manufacturer, unless otherwise agreed to by Enterprise. Notwithstanding any provision of this Agreement to the contrary, Enterprise is not required to provide or pay for any Services relating to any Covered Vehicle when the odometer reads 160,000 kilometres or greater.

3. ENTERPRISE CARDS: Enterprise may, at its option, provide Lessee with an authorization card (the "Enterprise Card") for use in authorizing the payment of charges incurred in connection with the Services of the Covered Vehicles. Lessee agrees to be liable to Enterprise for, and upon receipt of a monthly or other statement from Enterprise, Lessee agrees to promptly pay to Enterprise, all charges made by or for the account of Lessee with the Enterprise Card (other than any charges which are the responsibility of Enterprise under the terms of the Master Lease Agreement or this Agreement). Enterprise reserves the right to change the terms and conditions for the use of the Enterprise Card at any time. The Enterprise Card remains the property of Enterprise and Enterprise may revoke Lessee's right to possess or use the Enterprise Card at any time. Upon the termination of this Maintenance Agreement relating to any or all Covered Vehicles, or upon demand by Enterprise, Lessee must return the Enterprise Card to Enterprise. The Enterprise Card is non-transferable.

4. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and shall be due and payable in advance on the first day of each month. Any monthly maintenance fee or other amount owed by Lessee to Enterprise under this Agreement which is not paid within 20 days after its due date will accrue interest from the date due until paid in full at a rate per annum equal to the lesser of: (i) 18% per annum, or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth in the applicable Schedule allows the number of kilometres per month as set forth in the same Schedule. Lessee agrees to pay Enterprise at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an excess kilometre charge fee for any kilometres in excess of this permitted kilometre amount per month as set forth in the same Schedule.

5. NO WARRANTIES. Lessee acknowledges that Enterprise does not perform Services on the Covered Vehicles but rather Enterprise arranges for Services on the Covered Vehicles to be performed by third parties. ENTERPRISE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, WORK, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY OR CONDITION AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH

SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, WORK, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS MAINTENANCE AGREEMENT OR ANY OTHER AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PAYMENT TO ENTERPRISE OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

6. MISCELLANEOUS. Any term, condition or provision of this Agreement which is or shall be deemed to be void, prohibited or unenforceable shall be severable herefrom and ineffective to the extent of being void, prohibited or unenforceable but shall not affect the validity of any other term, condition or provision all of which shall remain in full force and effect. This Agreement shall be deemed to have been made in the Province of Ontario, and shall be governed by, construed under, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any conflict of laws principles. It is the express wish of the Parties that this Agreement and any related documents and notices be drawn up in English. Ce Contrat et les documents et avis y afférant sont rédigés et exécutés en anglais à la demande expresse des parties. The Lessee shall, at the request of the Lessor, execute such other agreements, documents and instruments in connection with the Lease as the Lessor may reasonably require.

IN WITNESS WHEREOF, Enterprise and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

Lessee: The Corporation of the City
of Sault Ste. Marie

Enterprise: Enterprise Fleet Management Canada, Inc.

Signature: _____

Signature: _____

By: Matthew Shoemaker

By: _____

Title: Mayor

Title: _____

Signature: _____

Address: _____

~~Address:~~ Rachel Tyczinski
City Clerk

Date Signed: _____, _____

Date Signed: _____, _____