

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERAGENCY AGREEMENT WITH
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,
THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, AND
THE CITY OF CHAMPAIGN**

(Car Share Program in Champaign-Urbana)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS, as follows:

Section 1. That an Interagency Agreement for the car share program in
Champaign-Urbana with the Board of Trustees of the University of Illinois,
the Champaign Urbana Mass Transit District and the City of Champaign, in
substantially the form of the copy of said Agreement attached hereto and
hereby incorporated by reference, be and the same is hereby authorized and
approved.

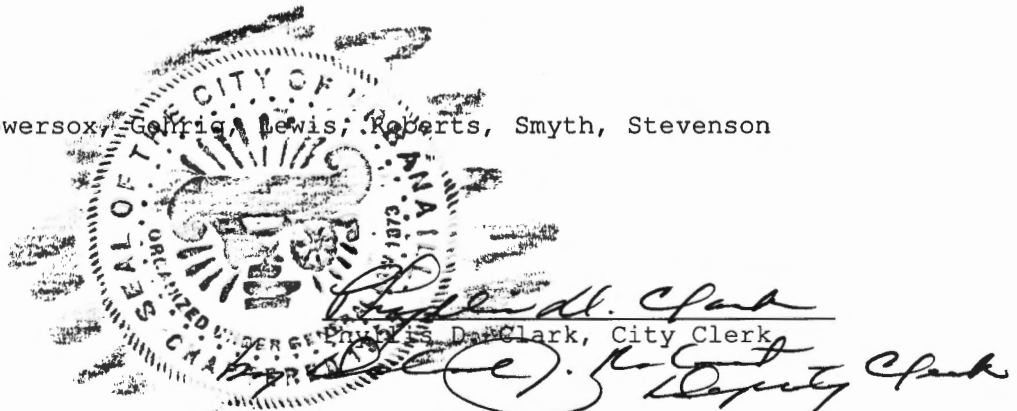
Section 2. That the Mayor of the City of Urbana, Illinois, be and the
same is hereby authorized to execute and deliver and the City Clerk of the
City of Urbana, Illinois, be and the same is authorized to attest to said
execution of said Agreement as so authorized and approved for and on behalf
of the City of Urbana, Illinois.

PASSED by the City Council this 2nd day of September,
2008.

AYES: Barnes, Bowersox, ~~Garrig~~, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:



APPROVED by the Mayor this 12th day of September,

2008.

Laurel Luht Prussing
Laurel Luht Prussing, Mayor

FILED

JAN 08 2009

Phyllis D. Clark
City Clerk

**INTERAGENCY AGREEMENT FOR
THE CAR SHARING PROGRAM BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,
THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT,
THE CITY OF CHAMPAIGN
AND THE CITY OF URBANA**

This Interagency Agreement is made and entered into on the last date executed below, by and between the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois ("University"); the Champaign-Urbana Mass Transit District, a municipal corporation ("MTD"); the City of Champaign, Illinois, a municipal corporation ("Champaign"); and the City of Urbana, Illinois, a municipal corporation ("Urbana"). The entities entering into this Agreement shall hereinafter collectively be referred to as the "Parties".

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, provides authority for local governments to contract or otherwise associate among themselves to obtain and share services and to exercise, combine or transfer any power of function in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1-220/9) also provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Parties intend to contract with Zipcar to provide car sharing services to the Champaign-Urbana community; and which services shall hereinafter be referred to as the "Program"; and

WHEREAS the Parties are member agencies of the Champaign Urbana Urbanized Area Transportation Study (CUUATS) and CUUATS is responsible for the promotion of transportation systems, which embrace a variety of modes in a manner that efficiently maximizes the mobility of people and goods with minimal energy consumption, pollution, and social impacts; and

WHEREAS car sharing has the effect of reducing urban traffic and improving mobility, reducing parking and reducing atmospheric pollution: and

WHEREAS this Agreement is in the best interest of the Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the University, MTD, Champaign and Urbana hereby agree as follows:

Section 1. Scope of Program. The Parties agree to work cooperatively to pursue the following tasks:

- a) Champaign, Urbana and the University will provide designated parking spaces reserved for the vehicles provided by Zipcar for the Program at agreed upon locations at no additional cost to the other Parties to this agreement.
- b) MTD will market the Program to the users of the transit system.
- c) The University will market the Program to University employees and students.
- d) Champaign and Urbana will market the Program to municipal and downtown employees.
- e) MTD will be the lead agency for this Program and will assign a staff person to manage the Program which will include administrative support and fleet management.
- f) The Parties will periodically evaluate the Program and make changes and adjustments as necessary to ensure the operational efficiency and effectiveness of the car sharing program in a cost-effective manner and enhance mobility in the community as a whole.

Section 2. Contracting Agency. The Parties agree that the MTD shall continue to act as the contracting agent with Zipcar for the Parties involved and that said contract with Zipcar shall be for a term of three (3) years from the date of execution thereof. Said contract shall be fully executed by MTD and Zipcar within 60 days of the date that this Agreement is fully executed. A failure to execute the contract with Zipcar by the date set forth herein shall render this Agreement null and void. The executed Zipcar contract will be attached as Exhibit A when approved.

Section 3. Terms of Agreement. The term of this Agreement shall be effective as of the date of its execution by the last of the parties to approve it and shall remain, and continue in full force and effect for three (3) years from said date, or unless earlier terminated as provided herein. This agreement may be renewed for additional one-year terms by agreement of the Parties.

Section 4. Payment.

a) The Parties agree that the total amount of revenue guarantees; based on the difference between the actual and guaranteed revenues as reported by Zipcar, will be shared proportionally (25% each) among the Parties involved in this agreement.

If there is a deficiency in the revenues, the Parties agree to individually pay up to the revenue guarantee of \$1,500 per vehicle per month, for a 3-year period for the six (6) vehicles. Payments toward the revenue guarantee will be submitted to Zipcar by MTD after receipt of an invoice from MTD for the outstanding balance for the six (6) vehicles as submitted by Zipcar. The total revenue guarantee amount to be provided by each of the Parties would be up to \$6,750 every three months for no more than a total of \$81,000 per Party for the 3-year term of the contract.

Each participant's total contribution, up to \$81,000, shall be made as follows:

First Installment: Up to \$6,750 upon receipt of invoice from Zipcar for fourth quarter of 2008

Remaining Installments: Up to \$6,750 upon receipt of invoice from Zipcar for subsequent quarters

b) The MTD shall apply the full amount of funds received from the Parties (Up to \$54,000) toward the Zipcar contract, and for no other purpose. Payments to Zipcar shall be made by the MTD in a timely manner and pursuant to the Zipcar contract terms. The University, Urbana or Champaign will not be responsible for any late fees or penalties charged by the Zipcar provider for untimely payments so long as the payments set forth above have been made to the MTD as set forth above.

c) This payment shall be the limit of the liability of the Parties arising under this agreement, except as otherwise provided by written Amendment to this Agreement.

Section 5. Number, Type and Location of Vehicles. The Parties agree that MTD shall contract with Zipcar for the use of six (6) vehicles. The Zipcar vehicles and the reserved parking locations for the vehicles shall be as follows: two (2) vehicles outside of the University District in Champaign; two (2) vehicles outside the University District in Urbana; two (2) vehicles in the University District. For the purposes of the Agreement, the term "University District" shall mean and include the geographic area bound by University Avenue to the north, St. Mary's Road to the south, Neil Street to the west, and Lincoln Avenue to the east. The number and location of vehicles can be changed, as deemed necessary, without alteration to this agreement.

Section 6. Steering Committee.

a. **Purpose.** The Parties agree that a Car Sharing Program Committee of CUUATS will be established for the purpose of providing overall policy guidance for the program.

b. **Composition.** The Car Sharing Program Committee shall consist of four (4) members with one (1) member being selected by each Party. Each Party's committee member shall be appointed and may be replaced at any time by the Party appointing said member at its sole discretion. Each member participating in the Car Sharing Program Committee as a representative shall be identified in writing by the Party's city manager, chief elected or chief administrative officer.

c. **Decision Making.** The Car Sharing Program Committee shall endeavor to make decisions by consensus but in the event consensus can not be established decisions shall be made by an affirmative vote of at least three (3) Committee members. A Car Sharing Program Committee quorum shall consist of no less than three (3) Committee members. A Party may designate an alternate Committee member in the same manner as the selection of regular Committee members for the purpose of attending and participating in Committee meetings in the absence of the regular member. Any alternate Committee member shall be identified by written notice from the Party appointing the same to the other Parties in advance of the meeting in question.

d. **Powers.** The Car Sharing Program Committee shall have the following powers without further direction:

1. The authority to renew and/or revise the contract with Zipcar contained in ATTACHMENT A, when the following conditions are met:

(A) All four (4) of the Car Sharing Program Committee members request the renewal or alteration,

(B) The change, individually or cumulatively with other approved changes, will not increase: i) the contribution of any party, or ii) the overall Program cost of \$108,000 per year per six (6) vehicles;

2. Decide such questions as may be required by the terms of the contract between Zipcar and the MTD, and

3. Ensure coordination of implementation activities between the

Parties, provide input and share information to assist in the additional tasks authorized by this agreement and maintain ongoing communications between the Parties to this agreement.

4. Elect a Chair and Vice Chair from among the Committee's members and adopt such rules for the conduct of its business, so long as they do not conflict with the terms of this agreement.

e. **Duration.** The steering committee shall exist so long as this Agreement remains in effect.

Section 7 Terms. This Agreement shall be effective as of the date of its execution by the last of the parties to approve it and shall remain, and continue in full force and effect for three (3) years from said date. This agreement may be renewed for additional one-year terms by agreement of the Parties.

Section 8. Notices. Any notices pertaining to this Agreement shall be addressed as follows:

City of Champaign
Attn: City Manager
102 North Neil Street
Champaign, IL 61820

City of Urbana
Attn: Mayor
400 South Vine Street
Urbana, IL 61801

C-U Mass Transit District
Attn: Board Chair
1101 E. University Avenue
Urbana, IL 61802

University of Illinois
Attn: Chancellor
601 East John Street, Swanlund Bldg.
Champaign, IL 61820

Section 9 . Complete Agreement. This Agreement constitutes the entire Agreement, and there are no oral understandings other than as set forth herein.

Section 10. Severability. The invalidity or unenforceability of any or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part hereof.

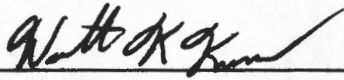
Section 11. Amendments. Any additions, deletions of modifications of this Agreement shall be agreed to in writing and signed by all Parties hereto.

Section 12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have adopted and subscribed to and approve this Agreement and have caused it to be duly executed.

**BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

C-U MASS TRANSIT DISTRICT

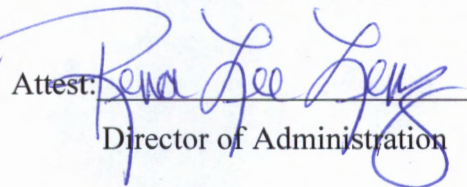
By: 
Comptroller

By: 
William Volk, Managing Director

Date: 11/25/08

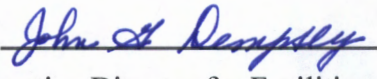
Date: 11/25/2008

Attest: Michele M. Thompson 11-25-08
Michele Thompson, Sec. of the Board

Attest: 
Director of Administration

Approved:

By: 
Chancellor

By: 
Executive Director for Facilities and Services

Approved as to Form:

By: 
Campus Legal Counsel

CITY OF CHAMPAIGN, ILLINOIS

By: Steve Carter
Steve Carter, City Manager

Date: 10.1.08

Attest: Beth Williams
City Clerk

Approved as to Form:

By: FC Jones
City Attorney
C.B. 2008-190

CITY OF URBANA, ILLINOIS

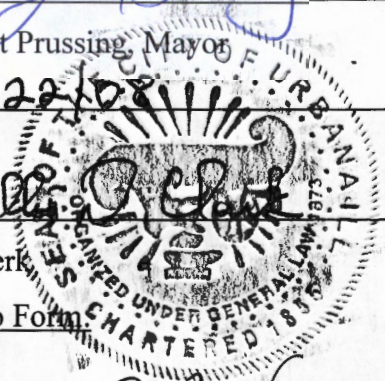
By: Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

Date: 9/22/08

Attest: Thylla O'Leary
City Clerk

Approved as to Form:

By: Ronald O'Leary
City Attorney



FILED

APR 07 2009

Phyllis D. Clark
City Clerk

**AMENDMENT #1
TO AN INTERAGENCY AGREEMENT FOR
THE CAR SHARING PROGRAM BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,
THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT,
THE CITY OF CHAMPAIGN
AND THE CITY OF URBANA**

This Amendment #1 is made on the date last signed below by and between the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois ("University"); the Champaign-Urbana Mass Transit District, a municipal corporation ("MTD"); the City of Champaign, Illinois, a municipal corporation ("Champaign"); and the City of Urbana, Illinois, a municipal corporation ("Urbana").

1. Section 4(a) shall be amended to read as follows:

The Parties agree that the total amount of revenue guarantees to Zipcar, based on the difference between, the actual and guaranteed revenues as reported by Zipcar, will be paid proportionally (25% each) by the Parties involved in this agreement. If there is a deficiency in the revenues, the Parties agree to individually pay up to the revenue guarantee of \$1,500 per vehicle per month (or \$1,600 for a Toyota Prius vehicle), for a 3-year period for the six (6) vehicles. Payments toward the revenue guarantee will be submitted to Zipcar by MTD after receipt of an invoice from MTD for the outstanding balance for the six (6) vehicles as submitted by Zipcar. The total revenue guarantee amount to be provided by each of the Parties would be up to \$6,825 every three months for no more than a total of \$81,900 per Party for the 3-year term of the contract.

Each participant's total contribution, up to \$81,900, shall be made as follows:

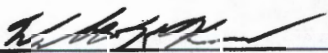
First Installment: Up to \$6,825 upon receipt of invoice from Zipcar for first quarter of 2009.

Remaining Installments: Up to \$6,825 upon receipt of invoice from Zipcar for subsequent quarters.

2. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have adopted and subscribed to and approve this Agreement and have caused it to be duly executed.

**BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: 
Comptroller

C-U MASS TRANSIT DISTRICT

By: 
William Volk, Managing Director

Date: 03-24-09

Attest: Michele M. Thompson
Michele Thompson, Sec. of the Board

Date: 02-16-09

Attest: Lena Lee Gung
Director of Administration

Approved:

Chancellor
John H. Ramsey
Executive Director for Facilities and Services

Approved as to Form:

By: [Signature]
Office of University Counsel

CITY OF CHAMPAIGN, ILLINOIS

By: Steve Carter
Steve Carter, City Manager

Date: 1-28-09

Attest: Diana F. Robertson
City Clerk - Deputy

Approved as to Form:
[Signature]
City Attorney

CB: _____

CITY OF URBANA, ILLINOIS

By: Laurel Lunt-Prussing
Laurel Lunt-Prussing, Mayor

Date: 01/22/09

Attest: [Signature]
City Clerk

Approved as to Form:
Ronald D. O'Neal, Jr.
City Attorney



FILED

OCT 29 2009

Phyllis D. Clark
City Clerk

**AMENDMENT #2
TO AN INTERAGENCY AGREEMENT FOR
THE CAR SHARING PROGRAM BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,
THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT,
THE CITY OF CHAMPAIGN
AND THE CITY OF URBANA**

This Amendment #2 is made on the date last signed below by and between the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois ("University"); the Champaign-Urbana Mass Transit District, a municipal corporation ("MTD"); the City of Champaign, Illinois, a municipal corporation ("Champaign"); and the City of Urbana, Illinois, a municipal corporation ("Urbana").

1. Section 4(a) shall be amended to read as follows:

The Parties agree that the total amount of revenue guarantees to Zipcar, based on the difference between the actual and guaranteed revenues as reported by Zipcar, will be paid proportionally (25% each) by the Parties involved in this agreement for the initial six (6) vehicles. If there is a deficiency in the revenues, the Parties agree to individually pay up to the revenue guarantee of \$1,500 per vehicle per month (or \$1,600 for a Toyota Prius vehicle), for a 3-year period for the initial six (6) vehicles. Payments toward the revenue guarantee will be submitted to Zipcar by MTD after receipt of an invoice from MTD for the outstanding balance for the vehicles as submitted by Zipcar. The total revenue guarantee amount to be provided by each of the Parties would be up to \$6,825 every three months for no more than a total of \$81,900 per Party for the 3-year term of the contract for the initial six (6) vehicles.

Each participant's total contribution for the initial six (6) vehicles, up to \$81,900 shall be made as follows:

First Installment: Up to \$6,825 upon receipt of invoice from Zipcar for first quarter of 2009.

Remaining Installments: Up to \$6,825 upon receipt of invoice from Zipcar for subsequent quarters.

Also, the Parties agree that the total revenue guarantee to Zipcar, based on the difference between the actual and guaranteed revenues as reported by Zipcar, will be paid exclusively (100%) by the University for the two (2) additional vehicles placed south adjacent to the University District (Research Park). If there is a deficiency in the revenues, the University agrees to individually pay up to the full revenue guarantee of \$1,500 per vehicle per month, for a 1-year period for the additional two (2) vehicles. Payments toward the revenue guarantee will be submitted to Zipcar by MTD after receipt of an invoice from MTD for the outstanding balance for the vehicles as submitted by Zipcar.

The University's total contribution for the additional two (2) vehicles, up to \$36,000 shall be made as follows:

First Installment: Up to \$9,000 upon receipt of invoice from Zipcar for third quarter of 2009.

Remaining Installments: Up to \$9,000 upon receipt of invoice from Zipcar for subsequent quarters.

See ATTACHMENT B.

2. Section 4(b) shall be amended to read as follows:

The MTD shall apply the full amount of funds received from the Parties (Up to \$363,600) toward the Zipcar contract, and for no other purpose. Payments to Zipcar shall be made by the MTD in a timely manner and pursuant to the Zipcar contract terms. The University, Urbana or Champaign will not be responsible for any late fees or penalties charged by the Zipcar provider for untimely payments so long as the payments set forth above have been made to the MTD as set forth above.

3. Section 5 shall be amended to read as follows:

The Parties agree that MTD shall contract with Zipcar for the use of up to eight (8) vehicles. The Zipcar vehicles and the reserved parking locations for the vehicles shall be as follows: two (2) vehicles outside of the University District in Champaign; two (2) vehicles outside the University District in Urbana; two (2) vehicles in the University District; two (2) vehicles south adjacent to the University District (Research Park). For the purposes of the Agreement, the term "University District" shall mean and include the geographic area bound by University Avenue to the north, St. Mary's Road to the south, Neil Street to the west, and Lincoln Avenue to the east. The number and location of vehicles can be changed, as deemed necessary, without alteration to this agreement.

4. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have adopted and subscribed to and approve this Agreement and have caused it to be duly executed.

**BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: Walter K. Know
Comptroller

Date: 9/1/09

Attest: Michele M. Thompson
Michele Thompson, Sec. of the Board

C-U MASS TRANSIT DISTRICT

By: William Volk
William Volk, Managing Director

Date: 16 SEP 2009

Attest: Kevin Lee
Director of Administration

Approved:

Dee Adams
Chancellor

John M. Dempsey
Executive Director for Facilities and Services

Approved as to Form:

By: Satt Piro
Office of University Counsel

CITY OF CHAMPAIGN, ILLINOIS

By: Steve Carter
for Steve Carter, City Manager

Date: July 28, 2009

Attest: Marilyn K. Banks
City Clerk

Approved as to Form:

Joseph E. Holt
Asst. City Attorney CB-2008190



CITY OF URBANA, ILLINOIS

By: Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

Date: 7/27/09

Attest: Shirley D. Clark
City Clerk

Approved as to Form:

Ronald D. Chesley
City Attorney



**ZIPCAR, INC.
DEDICATED VEHICLE AGREEMENT
FOR UNIVERSITIES**

This Dedicated Vehicle Agreement for Universities, including all schedules attached hereto (hereafter the "Agreement") is made as of the 12th day of November, 2008, by and between Zipcar, Inc., a Delaware corporation with principal offices at 25 First Street, Cambridge, MA 02141 (hereafter "Zipcar"), and Champaign Urbana Mass Transit District, a municipal corporation with principal offices at 1101 East University Avenue, Urbana, IL (hereafter "CUMTD"). References to CUMTD herein shall be deemed to include the Board of Trustees of the University of Illinois, City of Champaign, Illinois, and City of Urbana, Illinois.

Whereas, Zipcar is in the business of providing vehicles for use by members in the Zipcar program; and

Whereas, CUMTD desires access to exclusive Zipcar vehicle (s) for car sharing for students of the University of Illinois Champaign Urbana campus who are at least 18 years of age, citizens of CUMTD who are at least 21 years of age, and employees of CUMTD who are at least 21 years of age, and ZipCar desires to provide such access.

Now therefore, in consideration of the obligations, responsibilities and rights set forth below, the parties to this Agreement hereby agree as follows:

1. **Obligations of the Parties.** Subject to the terms and conditions of this Agreement, Zipcar will provide the services set forth in Schedule A (the "Services") at the rates set forth in Schedule A and CUMTD will comply with the obligations set forth in Schedule B. Students of the University of Illinois Champaign Urbana campus who are at least 18 years of age, citizens of CUMTD who are at least 21 years of age, and employees of CUMTD who are at least 21 years of age that desire to use the Services shall complete a membership application and enter into a Member Agreement with Zipcar in the form set forth at www.zipcar.com as amended by Zipcar from time to time. Upon Zipcar's acceptance of a student, citizen or employee into the program, such person shall be eligible for Services provided such person is a member in good standing and if such person is (a) a student, is at least 18 years of age, (b) a citizen, is at least 21 years of age, or (c) an employee, is at least 21 years of age (an "Eligible Person").
2. **Fees and Payment Terms.** In consideration for the Services, CUMTD will pay the guaranteed portion of the quarterly fee, annual membership fees of its employees and departments, and other fees, in US dollars, as further described on Schedule A. At any time after the initial term of this Agreement, Zipcar may change the usage rates and/or annual membership fees. Such usage rate increases shall take effect upon University' receipt of notice from Zipcar and such annual membership fee increases shall take effect upon renewal of this Agreement.

All fees are due within 30 days from the date of CUMTD's receipt of the invoice. Usage fees are payable by members as described at www.zipcar.com and in the Member Agreement. If CUMTD fails to pay an invoice in a timely manner, Zipcar will give CUMTD written notice of default stating the date and amount of the unpaid invoice. If such notice of default has been provided and

payment has not been made within 30 business days of the receipt of the notice by CUMTD, then (i) Zipcar will have the right to enter CUMTD's property and repossess the Zipcar(s) and CUMTD will be liable for all fees, costs, and expenses actually incurred by Zipcar in connection with such repossession, and (ii) interest will accrue on all amounts payable from the original date due to the date paid, at the lesser of the rate of 12% per year or the highest rate allowed by applicable law. CUMTD will pay all taxes or other governmental charges (including import duties) levied in connection with the Services (except taxes on net income of Zipcar).

3. Insurance. During the term of this Agreement, each party will maintain insurance of the type and in the amounts specified below:

(a) **Commercial Automobile Liability** - Zipcar will maintain automobile liability insurance in the amount of \$1,000,000 combined single limit (CSL) for itself and for those to whom it becomes contractually obligated to provide access to its vehicles. Coverage provided is for bodily injury, and property damage. In states with mandatory Personal Injury Protection (PIP), Zipcar's policy will provide the states' minimum PIP limits. The policy provides Uninsured (UI) and Underinsured Motorist (UIM) coverage at state minimum limits. Zipcar will add CUMTD, Board of Trustees of the University of Illinois, City of Champaign, Illinois, and City of Urbana, Illinois as a designated insured on the Zipcar auto coverage

Eligible Persons over 21 years of age at the time of a loss will *only* receive \$300,000 CSL.

Eligible Persons under 21 years of age at the time of a loss will receive *only* state applicable minimum financial responsibility limits. PIP, UI and UIM are as stated above.

(b) **Commercial General Liability** - Zipcar will maintain commercial general liability insurance, including coverage for bodily injury, property damage and personal injury liability, with a minimum limit of \$1,000,000 each occurrence, general aggregate and products and completed operations aggregate.

(c) **Commercial Excess Umbrella** - Zipcar will maintain umbrella insurance in an amount not less than \$ 1,000,000 each occurrence and annual aggregate.

(d) Eligible Persons are insured as described in the Member Agreement.

(e) CUMTD will (i) carry general liability insurance with respect to the services it is providing to Zipcar under Schedule B, with a combined single limit of not less than One Million dollars (\$1,000,000); (ii) have Zipcar named as an additional insured thereunder with respect to this Agreement; and (iii) provide or cause to be provided to Zipcar a certificate evidencing such insurance, providing for not less than thirty (30) days prior written notice to Zipcar of any cancellation. CUMTD will also carry any required Worker's Compensation, Disability or other insurance on behalf of its employees.

4. Trademarks; Publicity. Zipcar hereby gives CUMTD the right to use Zipcar's name, logos, trademarks and service marks during the term of this Agreement solely in connection with marketing and advertising the Service to its students. Any contracts for advertising or marketing placed by CUMTD will be solely in

Agreement to its successor in the event of a merger or acquisition of all or substantially all of its assets or stock.

10.3 **Relationship and General Authority.** The relationship of the parties to this Agreement is solely that of independent contractors. Neither party will have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person; except that Zipcar acknowledges that CUMTD, in its contracting and communicating with Zipcar, is authorized to and is acting as the contracting agent for the Board of Trustees of the University of Illinois, City of Champaign, Illinois, and City of Urbana, Illinois, pursuant to an Interagency Agreement for Car Sharing Program.

10.4 **Entire Agreement and Modification.** This Agreement and the Member Agreement constitute the complete and exclusive statement of the terms governing the provision of Services by Zipcar to CUMTD and Eligible Persons and supersede all other agreements and communications, oral or written, with respect to its subject matter. It may be amended only by a written agreement between the parties. Additional or different terms in any purchase order or similar document will not modify or add to the terms of this Agreement.

10.5 **Waiver.** If one party fails to enforce any provision of this Agreement, it will not be precluded from enforcing the same provision at another time.

10.6 **Notices.** All notices, requests and demands, and other communications required or permitted under this Agreement will be in writing and will be deemed effective only (a) upon delivery, if delivered personally to a party; (b) one business day after deposit, if delivered to a nationally recognized courier service offering guaranteed overnight delivery; or (c) five business days after having been deposited in the United States mails, certified mail, postage prepaid, return receipt requested. All notices for each party will be sent to the addresses set forth in the preamble of this Agreement.

10.7 **Severability.** In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties. In such event, the remaining terms and conditions of this Agreement will remain in full force and effect and enforceable.

10.8 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with law of the State of Illinois without regard to conflicts of laws provisions thereof. The parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Chicago, Illinois, and consent to the exclusive jurisdiction of such courts.

10.9 **Headings; Counterparts.** The paragraph headings contained in this Agreement are for convenience only. They are not intended to be used nor may they be used in the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and which together will constitute one and the same instrument. The

signature of any of the parties may be evidenced by a facsimile copy of this Agreement bearing such signature and such signature will be valid and binding as if an original executed copy of the Agreement has been delivered.

10.10 Force Majeure. Neither party will be responsible for delays or failures in performance resulting from acts beyond its control. Such acts include but are not be limited to acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility out failures, industry wide shortages of labor or material, or natural disasters.

10.11 Attorneys Fees. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the other party.

10.12 Specific Performance. The parties acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of Section 8 (Confidentiality), and that in the event of any such failure, such party will not have an adequate remedy at law. Each party shall, therefore, be entitled, in addition to any other rights and remedies, to obtain specific performance of the other party's obligations under Section 8 (Confidentiality) and to obtain immediate injunctive relief with respect thereto without having to post a bond. The other party shall not urge, as a defense to any proceeding for such specific performance or injunctive relief, that the party requesting injunctive relief has an adequate remedy at law with respect to such failure to comply. The remedies provided herein shall be cumulative and shall not be exclusive of any rights or remedies provided by law.

In Witness Whereof each party has executed this Agreement as indicated below by the signature of its authorized representative as of the date first above written.

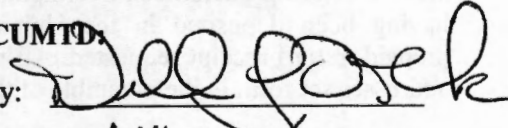
Zipcar, Inc.

By: _____

Name: _____

Title: _____

CUMTD:

By: 

Name: W M L. VOLK

Title: MANAGING DIRECTOR

Schedule A
Services to Be Provided Zipcar

- A. Zipcar Services** - Zipcar will provide the following Services to CUMTD, including without limitation the City of Champaign, City of Urbana, and the University of Illinois, under the Agreement:
1. **Number of Vehicles; Locations:** Zipcar will initially provide a total of six dedicated car sharing vehicles ("Zipcars") in the aggregate to City of Champaign, City of Urbana, and University of Illinois.
 2. **Minimum Quarterly Fee:** CUMTD hereby guarantees Zipcar the following minimum usage revenue per Zipcar per calendar quarter. The minimum quarterly fee will remain in effect for the first four full calendar quarters, and will expire after the second quarter in which Zipcar's usage revenue under this contract exceeds the quarterly minimum.

<u>Model</u>	<u>Start Date</u>	<u>End Date</u>	<u>Qtrly Min</u>	<u>Hrly/Daily Rate*</u>
Mazda 3 (2)	TBD	TBD	\$9,000	\$9/\$66
Scion XD (2)	TBD	TBD	\$9,000	\$9/\$66
Toyota Matrix (1)	TBD	TBD	\$4,500	\$9/\$66
Toyota Prius (1)	TBD	TBD	\$4,800	\$9/\$66

*To be charged to users for the first year, and will be reviewed on an annual basis.

To fulfill its guarantee, CUMTD agrees to pay the difference between the total amount of usage revenue received by Zipcar in a calendar quarter and the total of the guaranteed quarterly minimum revenue amounts specified above. CUMTD shall pay this difference on a quarterly basis within thirty (30) days of receipt from Zipcar of the required accounting of usage revenues received by Zipcar.

3. **Replacement and Addition of Vehicles:** Zipcar may replace Zipcars with or without notice to CUMTD at Zipcar's discretion with vehicles of like kind in cases of accident, lease expiration, or other occurrence causing a specific Zipcar to be unavailable for use. In the event usage of the Zipcars warrants, Zipcar may increase the number of Zipcars, and the remaining minimum quarterly commitment, but only with the prior written consent of CUMTD. If Zipcar fails to provide the contracted number of Zipcars for more than two weeks, CUMTD's revenue guarantee will be reduced on a pro-rata basis for the portion of the quarter that the Zipcar(s) in question was not in service.
4. **Access Systems:** Zipcar will provide CUMTD with access to its car technology and web based reservations as well as Zipcar's standard member services for the Zipcars subject to this Agreement.
5. **Employee/Student Usage and Additional Fees:**

(a) Annual Fee: CUMTD may elect to pay any Eligible Person's annual membership fee in the amount set forth at www.zipcar.com. CUMTD has the right to create department accounts for the use and benefit of its departments' employees. Each department account will be billed to one credit card on file. Department accounts are directly billed for all usage attributed to department account users. A department account may elect to purchase an annual department membership for \$100 if more than 4 employees apply and are approved for membership as Eligible Persons, or may elect to pay \$25 membership fee per department account user.

(b) Application Period: Each citizen, employee or student of CUMTD that desires to use the Services shall complete Zipcar's application and enter into Zipcar's Member Agreement prior to using the Zipcars. Application processing will take between 1-5 business days.

(c) Vehicle Access: Only Eligible Persons age 21 and older may use Zipcars, except that students of CUMTD's affiliates who are 18 to 20 years of age and have been verified as current students will have access to those Zipcars housed in the CUMTD district. Eligible Persons who are at least 21 years of age may use any vehicle in the entire Zipcar network.

B. Billing and Administration:

1. **Reports:** At the end of each calendar quarter Zipcar will provide a report detailing membership and usage by member and vehicle, and will invoice CUMTD for any deficiency due pursuant to the minimum quarterly guarantee stated above.
2. **Vehicle Licenses:** Zipcar shall license and maintain licensing for all Zipcars.
3. **Insurance Deductible:** As stated in the Member Agreement, the driving member is responsible for a \$500.00 deductible if the damage to a Zipcar was the fault of the member.
4. **Marketing:** Zipcar will provide CUMTD with standard marketing materials to promote and make available to existing and potential employees. In addition, Zipcar shall provide and CUMTD shall install Zipcar's standard parking space signage and drop boxes.
5. **Member Services:** Eligible Persons will have access to all online and phone member services as described at www.zipcar.com from time to time.

Schedule B
Services to Be Provided by CUMTD

CUMTD will aggressively market the Zipcar car sharing program to ensure the success of the program and will comply with the following obligations under the Agreement:

1. Parking: CUMTD will provide accessible, dedicated and reserved parking location(s) and shall post at such location(s) Zipcar signage and Tow Away Notices as provided by Zipcar. The reserved parking locations will be accessible 24 hours, 7 days per week.

2. Administration Contacts: CUMTD will assign a contract administrator who will be the contact for administering of this contract and approving students, employees and staff of the University of Illinois who apply for membership.

3. Assistance with Zipcar Vehicle Maintenance: CUMTD will provide staff to transport the Zipcar vehicles for cleaning and maintenance to locations reasonably requested and designated by Zipcar, it being understood and agreed that the responsibility and cost of such cleaning and maintenance shall be the sole responsibility of Zipcar and it being further understood and agreed the CUMTD employee transporting the Zipcar shall be entitled to the same insurance benefits afforded to Zipcar Members, including, but not limited, to automobile insurance. Vehicle maintenance shall include, but not be limited to: oil changes, tire rotations, vehicle cleaning, battery jumps, and auto body and mechanical maintenance as needed. CUMTD shall be responsible for snow removal and general maintenance of the parking spaces where the Zipcars are parked.

4. Department Accounts: CUMTD has the right to create department accounts for the use and benefit of their departments' employees. Each department will have an account billed to one credit card on file. Department accounts are directly billed for all usage attributed to departmental account users. A department account may elect to purchase an annual department membership for \$100 if more than 4 employees will use the account, or may elect to pay \$25 membership fee per department account user.

5. Usage Rate Adjustments. Annual adjustments to user fees will be made upon mutual written agreement of the parties. CUMTD will have no authority of any kind with respect to the setting of Member fees, penalties, Member deposits or other Member charges.

7. Parking: CUMTD shall designate a reserved parking spot for the Zipcars at its sole cost. The reserved parking locations will be accessible 24 hours, 7 days per week and each spot shall display the Zipcar - No Parking Tow Away Zone sign, Zipcar 2x2 Display sign and collateral boxes.

8. Zipcar On-site Staff: Site staff will be assigned at the discretion of Zipcar after a minimum 1 year program review.

9. Publicity. CUMTD hereby grants to Zipcar a non-exclusive, worldwide license to display CUMTD and its partners name, logos, trademarks and service marks on Zipcar's customer list which will be displayed on Zipcar's website and in other publications. Zipcar may release one press release announcing the parties' relationship hereunder with the prior consent of CUMTD, which shall not be unreasonably

withheld. Zipcar communications specialist will work with CUMTD on any public or media communications. CUMTD acknowledges and agrees that Zipcar's prior written approval is required for any and all press releases and that CUMTD will obtain Zipcar's prior written consent for any and all press releases CUMTD desires to release regarding Zipcar, the program and this Agreement. Zipcar and CUMTD will adhere to mutually agreed upon PR guidelines which shall be provided to CUMTD by Zipcar from time to time. CUMTD agrees to use best efforts to notify Zipcar at least one week in advance of an written article, television story, or other third party publication being released in which CUMTD has discussed its car sharing program and/or Zipcar, shall provide Zipcar with a copy of the publication at least one week before its release, and shall use best efforts to have the publisher make such modifications as Zipcar may reasonably request.

10. Marketing. CUMTD shall promote the Zipcar service to CUMTD personnel and shall permit Zipcar to promote the Zipcar service to CUMTD personnel, including but not limited to the following: (a) email distribution welcoming CUMTD personnel to apply for membership with Zipcar, (b) inclusion in CUMTD publications and employee benefits collateral, (c) a link to www.Zipcar.com on CUMTD's websites and (d) approved quarterly on-site promotions, events and press releases. Zipcar will provide CUMTD with print marketing materials for use both in the Zipcar vehicles and at parking locations. All marketing material will be distributed to the community through campus partners and stored on campus. Co-branded marketing materials may be created upon mutual written agreement of the parties and shall be at CUMTD's expense and subject to Zipcar's co-branding guidelines and Zipcar's review and approval prior to dissemination. Any nonstandard marketing materials requested by or created by CUMTD shall be at CUMTD's sole expense.

and will promptly confirm same in writing, in advance if possible. CUMTD shall not use the Confidential Information other than to perform its obligations hereunder and will take all reasonable measures to safeguard the Confidential Information and prevent its unauthorized disclosure in the same manner as it would safeguard its own information of a similar kind. CUMTD shall disclose Confidential Information only to those of its employees with a need to know such information to perform its obligations hereunder and shall not provide access to any Confidential Information to any CUMTD employee until it has first advised such employee of the confidential nature of such information and require that employee to maintain it in confidence. Upon the termination of this Agreement, CUMTD will promptly destroy or, on Zipcar's request, return all Confidential Information, including all copies thereof. The provisions of this paragraph will survive any termination of this Agreement for a period of three years after termination. Zipcar acknowledges that CUMTD's employee and student lists are proprietary to CUMTD and Zipcar will not use them, other than to provide Services hereunder, without CUMTD's permission.

9. Term; Termination -

9.1 Term. The initial term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance herewith, will continue for a period of three (3) years. This Agreement will automatically renew for successive one (1) year periods unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the then current term.

9.2 Termination. If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of that breach from the other party, then the other party may terminate this Agreement effective as of the end of that period. The commitment of an act of bankruptcy (such as a giving general assignment for the benefit of creditors,) or the filing of a bankruptcy petition will be deemed a breach if not vacated within thirty (30) days of filing. It is recognized that some breaches are not capable of cure, such as a cessation of business. With respect to any such incurable breach by a party, if it remains possible or give notice, then upon such notice by the other party this Agreement will be deemed terminated. If it is not possible then this Agreement will be deemed to terminate automatically upon such breach. No termination for cause will be deemed a waiver of any claim for damages by the terminating party.

9.3 Survival. Sections 6, 7, 8, 9.3 and 10 of this Agreement shall survive any termination or expiration of this Agreement.

10. Miscellaneous.

10.1 No Conflicts. Each party represents and warrants to the other that it has the authority to enter into this Agreement and is not under any obligation to any third party that would conflict with this Agreement. Each party agrees that it will not enter into any agreement that would conflict with its obligations hereunder during the term of this Agreement.

10.2 Assignment. This Agreement and the rights granted under it may not be assigned or transferred by either party without the written consent of the other party; provided, however, either party will have the right to assign this

its own name and will not in any way obligate Zipcar. CUMTD hereby gives Zipcar the right to use CUMTD's name, logos, trademarks and service marks (i) to create marketing and advertising materials for CUMTD to use to promote the Service to its students and (ii) on Zipcar's customer list which will be displayed on Zipcar's website and in other publications. Zipcar may release a press release announcing the parties' relationship hereunder with the prior written consent of CUMTD, which shall not be unreasonably withheld. Other than as permitted in this Section, neither party will use the other party's name or trademarks, or refer to the other party, either directly or indirectly in any advertisement, publication or presentation, or in any manner that might imply endorsement, verification or certification. Notwithstanding the immediately preceding sentence, CUMTD may not conduct press interviews concerning the CUMTD car sharing program and appropriately mention Zipcar and the car sharing program at the University without prior approval of Zipcar.

5. **Indemnification.** Each party (the "Indemnifying Party") agrees to defend, indemnify and hold the other party (the "Indemnified Party") harmless from and against any third party claim (including, but not limited to, reasonable attorney fees and court costs) arising out of the negligence or willful misconduct of the Indemnifying Party, its agents or employees; provided, that the Indemnified Party promptly notifies the Indemnifying Party in writing of such claim and furnish a copy of each communication or notice relating to the alleged claim; (b) gives the Indemnifying Party sole control over the defense and negotiation of any settlement of such claim; and (c) gives the Indemnifying Party, at the Indemnifying Party's expense, all reasonable assistance as requested by the Indemnifying Party.
6. **DISCLAIMER OF WARRANTIES.** Except as expressly provided herein, Zipcar makes no warranties with respect to the services or the subject matter of this agreement and hereby disclaims all other warranties, express, implied, or statutory, including warranties of merchantability, and fitness for a particular purpose, title and noninfringement. No warranty is made that the services will meet CUMTD's requirements.
7. **LIMITATION OF LIABILITY.** Neither party will be liable to the other party for any indirect, incidental, special or consequential damages, including lost profits, loss of data or interruption of business ("indirect damages"), even if such party has been advised of the possibility of such loss. Except with respect to CUMTD's payment obligations under section 2 (fees and payment), each party's obligations under section 8 (confidentiality) and each party's indemnification obligations under section 5 (indemnification), neither party's liability hereunder will exceed the fees payable for the services that are the subject of the claim. CUMTD acknowledges that the provisions of this section represent a reasonable allocation of risk that is reflected in the fees paid by CUMTD.
8. **Confidentiality** - CUMTD acknowledges that in the course of the performance of this Agreement it may be provided or otherwise be given access to information, whether orally, visually, or in tangible form, that is proprietary and confidential to Zipcar, including without limitation information with respect to vehicle and computer based technology systems and business strategies of Zipcar regardless of whether or not same are so marked (hereafter "Confidential Information") the unauthorized disclosure of which may cause serious and irreparable harm to Zipcar. Any other information provided by Zipcar to CUMTD in written or electronic form will be deemed Confidential Information if appropriately marked. If the content of any meeting or conversation between the parties is intended by Zipcar to be confidential it will so advise CUMTD