

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT ASSIGNMENT	
	Contract No.:	02915
Assignor Hertz Equipment Rental Corporation 27500 Riverview Center Blvd., Ste 100 Bonita Springs, FL 34134	Effective Date:	July 1, 2016
Assignee Herc Rentals Inc. 27500 Riverview Center Blvd., Ste 100 Bonita Springs, FL 34134		

**ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT
FOR
CONTRACT NO. 02915, EQUIPMENT RENTAL**

This Assignment, Assumption, and Consent Agreement ("Agreement") for Contract No. 02915 is made and entered into by and among the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State"), Assignor, Hertz Equipment Rental Corporation, a Delaware corporation ("Assignor"), and Assignee, Herc Rentals Inc., a Delaware corporation ("Assignee") and is effective as of July 1, 2016.

R E C I T A L S

- A. State and Assignor entered into that certain Contract No. 02915 for Equipment Rental dated effective as of January 1, 2016 ("Contract");
- B. On or about June 30, 2016, Herc Holdings Inc. executed a corporate reorganization that, in part, renamed Hertz Equipment Rental Corporation;
- C. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract to Assignee;
- D. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract; and
- E. State desires to consent to such assignment, acceptance, and assumption.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

1. **ASSIGNMENT OF CONTRACT.** Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of its rights, title, and interests in, to and under the Contract. A copy of the Contract, with all modifications and amendments thereto, if any, is attached hereto and made a part hereof.
2. **ASSUMPTION OF CONTRACT.** Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.
3. **CONSENT TO ASSIGNMENT & ASSUMPTION.** State hereby consents to the foregoing assignment and assumption. Notwithstanding the foregoing, the parties hereto agree that State shall be entitled to pursue claims accruing or arising incident to the Contract on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Contract from Assignor, and/or (b) insurance payments or proceeds.
4. **BINDING EFFECT.** All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
5. **THIRD-PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
6. **INTEGRATED AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.
7. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
8. **ELECTRONIC SIGNATURES.** A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
9. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ASSIGNOR

**HERTZ EQUIPMENT RENTAL CORPORATION,
A DELAWARE CORPORATION**

By: Kyle Scott

Name: Kyle Scott

Title: Vice President Finance

Date: 7/14/2016

ASSIGNEE

**HERC RENTALS INC.,
A DELAWARE CORPORATION**

By: Jason Oosterbeek

Name: Jason Oosterbeek

Title: Vice President Pricing & Sales Strategy

Date: 7/14/2016

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: Greg Tolbert

Name: Greg Tolbert

Title: Legal Services Manager

Date: July 12, 2016