

07-1387-CD

Enterprise al vs K. Adamson al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA - CIVIL DIVISION

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.

CIVIL ACTION - LAW

Plaintiff,

No. 07-1387-CD

vs.

COMPLAINT IN CIVIL ACTION

KAREN ADAMSON and JENNIFER
ADAMSON,

Defendants.

Filed on Behalf of Plaintiff:
ENTERPRISE RENT A CAR
COMPANY OF PITTSBURGH, INC.

COUNSEL OF RECORD FOR THIS
PARTY:

John R. Keating, Esquire
PA I.D. No. 52779

Cheryl L. Esposito, Esquire
PA I.D. No. 55952

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FILED

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2 cc Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA -- CIVIL DIVISION

ENTERPRISE RENT A CAR COMPANY)	CIVIL ACTION - LAW
OF PITTSBURGH, INC.,)	
)	
Plaintiff,)	
)	
vs.)	No.
)	
KAREN ADAMSON and JENNIFER)	
ADAMSON,)	
)	
Defendants.)	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

NOTICE TO DEFEND:

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT 5982

LAWYER REFERRAL SERVICE:
PENNSYLVANIA LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA -- CIVIL DIVISION**

ENTERPRISE RENT A CAR COMPANY)	CIVIL ACTION - LAW
OF PITTSBURGH, INC.,)	
)	
Plaintiff,)	
)	
vs.)	No.
)	
KAREN ADAMSON and JENNIFER)	
ADAMSON,)	
)	
Defendants.)	

COMPLAINT IN CIVIL ACTION

1. Plaintiff, ENTERPRISE RENT A CAR COMPANY OF PITTSBURGH, INC. (hereinafter "Plaintiff"), is a corporation organized and operating under the laws of the Commonwealth of Pennsylvania with offices located at 4489 Campbells Run Road, Pittsburgh, Pennsylvania 15205.

2. Defendant, KAREN ADAMSON (hereinafter "Defendant Karen") is an individual whose last known address is 1317 Parkview Drive, Clearfield, Clearfield County, Pennsylvania 16830.

3. Defendant, JENNIFER ADAMSON (hereinafter "Defendant Jennifer") is an individual whose last known address is 1317 Parkview Drive, Clearfield, Clearfield County, Pennsylvania 16830.

**COUNT I – ENTERPRISE RENT A CAR COMPANY OF PITTSBURGH, INC. v.
KAREN ADAMSON – BREACH OF CONTRACT**

4. Plaintiff hereby incorporates by reference the allegations set forth in Paragraphs 1 through 3, inclusive, of its Complaint, as if the same were set forth in full

below.

5. On or about April 26, 2006, Defendant Karen entered a contract with Plaintiff for the rental of a 2006 Nissan Sentry. A true and correct copy of the contract is attached hereto, made a part hereof, and marked as Exhibit "1".

6. In submitting the executed contract to Plaintiff, Defendant Karen held out that she would operate the vehicle in accordance with the terms and conditions of the parties' agreement.

7. Under Paragraph 2 of the contract (Ex. "1" page 2), Defendant Karen promised to return the rented automobile to Plaintiff in the same condition as when delivered to her, ordinary wear and tear excepted.

8. Defendant Karen elected not to purchase the damage waiver. See Exhibit 1, page 1.

9. Under Paragraph 6 of the contract (Ex. "1" page 2), Defendant Karen agreed to be responsible for and to pay Plaintiff the retail value of replacing and/or repairing all losses and damages to the rented automobile, including loss of use during the period the rented automobile may be unavailable for rental use, regardless of fault or negligence of herself or any other person.

10. Defendant Karen agreed that there were no other drivers permitted to use the rented vehicle. See Exhibit "1", page 1.

11. The automobile rented by Defendant Karen was delivered to her in good condition.

12. On or about May 18, 2006, the automobile rented by Defendant Karen was involved in a motor vehicle accident while it was being operated by Defendant

Karen's daughter, Defendant Jennifer Adamson. See Police Report dated May 18, 2006, attached hereto as Exhibit "2" and Enterprise Rent A Car Vehicle Accident Report dated 5/18/06, attached hereto as Exhibit "3"

13. The damages sustained to the vehicle were severe as reflected on the appraiser's report which is attached hereto, made a part hereof and has been marked as Exhibit "4".

14. As a result of the damage suffered to the rented automobile, as set forth above, Plaintiff has been damaged in the amount of \$9,870.32, representing loss in value to the rented automobile, towing fees and incidental charges. The loss is calculated as follows:

Actual cash value/damage	\$9,730.32
Administrative Fee	\$150.00
Appraisal Fee	\$25.00
Towing/storage	\$240.00
Amt. Pd. By Karen	<\$250.00>
TOTAL	\$9,870.32

15. In response to Plaintiff's demands for payment of the amount due of \$9,870.32, Defendant Karen has paid \$250.00.

16. Despite Plaintiff's repeated requests for payment of the balance of \$9,870.32, Defendant Karen has failed and refused to pay.

17. Under the terms of the rental contract, attached hereto as Exhibit 1, Defendant Karen is liable for the damage to Plaintiff's vehicle in the amount of \$9,870.32.

18. Under Paragraph 3 (d)(4) of the contract (Ex. "1" page 2), Plaintiff is entitled to a one percent (1.5%) late charge per month on all charges unpaid after thirty

(30) days after the end of the automobile rental.

19. Under Paragraph 3 (d)(5)(c) of the contract (Ex. "1", page 2), Defendant Karen agreed to pay Plaintiff for all expenses incurred by Plaintiff in the collection of monies due under the contract or in enforcing any term or condition of the contract, including attorney's fees and costs.

20. Plaintiff's reasonable and actual attorney's fees in pursuing this claim through litigation are or will be \$3,289.78.

21 Defendant Karen has breach the terms of the rental agreement by failing to pay the amount owed due to the damage to the rented vehicle and in permitting an unauthorized driver to operate the rented vehicle.

WHEREFORE, the Plaintiff requests judgment in its favor, and against Defendant, KAREN ADAMSON, in the amount of \$9,870.32, with interest at eighteen percent (18%) per annum from June 18, 2006, together with reasonable and actual attorney's fees of \$3,289.78 and costs.

COUNT II – ENTERPRISE RENT A CAR COMPANY OF PITTSBURGH v. JENNIFER ADAMSON – NEGLIGENCE

22. Plaintiff hereby incorporates by reference the allegations contained in Paragraphs 1 through 21, inclusive, of its Complaint, as if the same were set forth in full herein.

23. Upon information and believe Defendant Jennifer is the daughter of Defendant Karen.

24. Upon information and believe, Plaintiff avers that Defendant Jennifer had

possession of the 2006 Nissan Sentra on May 18, 2006.

25. On or about May 18, 2006, the 2006 Nissan Sentra was damaged when it was involved in an accident while being driven by Defendant Jennifer. See Police Report and Enterprise Rent A Car Vehicle Accident Report, attached hereto as Exhibits 2 and 3, respectively.

26. Defendant Jennifer was negligent in general and in the following particulars:

- a. In failing to observe traffic conditions as they then and there existed;
- b. In failing to maintain control of the vehicle she was operating;
- c. In failing to apply the brakes of the vehicle prior to a collision;
- d. In causing a collision;
- e. In failing to avoid an accident;
- f. In pulling out in front of oncoming traffic;
- g. In making an improper entrance to a highway; and
- h. In operating the vehicle in a careless, reckless and negligent manner.

27. Defendant Jennifer's negligence is a sole and/or proximate cause of the damage sustained to Plaintiff's 2006 Nissan Sentra.

28. The damages sustained to the vehicle were severe as reflected on the appraiser's report which is attached hereto, made a part hereof and has been marked as Exhibit 4.

29. Plaintiff's vehicle was required to be towed, causing Plaintiff to incur a

towing charge of \$240.00.

30. As a result of the damage suffered to the rented automobile, as set forth above, Plaintiff has been damaged in the amount of \$9,870.32, representing loss in value to the rented automobile, towing fees and incidental charges. The loss is calculated as follows:

Actual cash value/damage	\$9,730.32
Administrative Fee	\$150.00
Appraisal Fee	\$25.00
Towing/storage	\$240.00
Amt. Pd. By Karen	<\$250.00>
TOTAL	\$9,870.32

31. In addition to the above damages, Plaintiff requests statutory interest in the amount of 6% per annum from June 18, 2006.

WHEREFORE, the Plaintiff requests judgment in its favor, and against Defendant, JENNIFER ADAMSON, in the amount of \$9,870.32, with interest at the statutory rate of six percent (6%) per annum from June 18, 2006, together with reasonable and actual attorney's fees and costs.

**COUNT III – ENTERPRISE RENT A CAR COMPANY OF PITTSBURGH, INC. v.
KAREN ADAMSON – NEGLIGENT ENTRUSTMENT**

32. Plaintiff hereby incorporates by reference the allegations contained in Paragraphs 1 through 31, inclusive, of its Complaint, as if the same were set forth in full herein.

33. At all times relevant hereto, Defendant Jennifer was operating Plaintiff's 2006 Nissan Sentra with the knowledge, consent and permission of Defendant Karen.

34. Defendant Karen was negligent in entrusting the 2006 Nissan Sentra to her daughter, Defendant Jennifer when she knew or should have known that she would

treat the vehicle in a careless, reckless and negligent manner.

35. Further Defendant Karen was negligent in entrusting Plaintiff's 2006 Nissan Sentra to Defendant Jennifer when she knew or should have known that Defendant Jennifer did not have the skill and/or experience to safely operate the vehicle on the highway.

36. As a result of Defendant Karen's negligent entrustment of the 2006 Nissan Sentra to Defendant Jennifer, Plaintiff's vehicle sustained damages on or about May 18, 2006, when it was involved in an accident. See Police Report and Enterprise Rent A Car Vehicle Accident Report, attached hereto as Exhibits 2 and 3, respectively.

37. The damages sustained to the vehicle were severe as reflected on the appraiser's report which is attached hereto, made a part hereof and has been marked as Exhibit 4.

38. Plaintiff's vehicle was required to be towed, causing Plaintiff to incur a towing charge of \$240.00.

39. As a result of the damage suffered to the rented automobile, as set forth above, Plaintiff has been damaged in the amount of \$9,870.32, representing loss in value to the rented automobile, towing fees and incidental charges. The loss is calculated as follows:

Actual cash value/damage	\$9,730.32
Administrative Fee	\$150.00
Appraisal Fee	\$25.00
Towing/storage	\$240.00
Amt. Pd. By Karen	<\$250.00>
TOTAL	\$9,870.32

WHEREFORE, the Plaintiff requests judgment in its favor, and against

Enterprise Rent A Car of Pittsburgh vs. Karen Adamson, et al. - Complaint page 11

Defendant, KAREN ADAMSON, in the amount of \$9,870.32, with interest at the statutory rate of six percent (6%) per annum from June 18, 2006, together with reasonable and actual attorney's fees and costs.

Respectfully submitted,

KEATING & ESPOSITO, P.C.

BY:



John R. Keating, Esquire

Cheryl L. Esposito, Esquire



@ A.J. Ross going to Johnston Motors

AUDITOR'S COPY

PAGE 1 of 4 409PASPRO5

OWNER OF VEHICLE: ENTERPRISE RENT-A-CAR COMPANY OF PITTSBURGH
BRANCH ADDRESS: 17 NICHOLS ST CLEARFIELD PA 16830-1501

MO 8:00A- 5:30P TU 8:00A- 5:30P
WE 8:00A- 5:30P TH 8:00A- 5:30P
FR 8:00A- 5:30P SA 9:00A-12:00P
SU CLOSED

Main rental agreement form with sections for RENTAL TYPE, RENTER, ADDRESS, ORIGINAL VEHICLE, LICENSE, INSURANCE, and FUEL.

OWNER IS AN AFFILIATE OF ENTERPRISE RENT-A-CAR COMPANY, WHICH OWNS ALL RIGHTS TO ENTERPRISE NAMES AND MARKS. © ENTERPRISE RENT-A-CAR COMPANY OF PITTSBURGH, 2005

ADDITIONAL TERMS AND CONDITIONS

I agree by my signature on the front of this Agreement I have read, am aware of, and accept full responsibility for the terms and conditions contained in this Rental Agreement (Agreement). This Agreement consists of Pages 1 through 4. I expressly agree that Owner and I are the only parties to this Agreement. Unless otherwise provided in this Agreement, when this Agreement uses "I", "me", "my", and/or "mine", it means Renter, any Additional Authorized Driver(s) or me. I agree a third party may:

- a. have arranged the reservation for the Vehicle; and/or
- b. pay for all or part of the rental bill; and/or
- c. negotiate certain terms of the rental, including but not limited to the type of the Vehicle, rental rate, length of rental, and/or selection of optional products.

I authorize Owner to verify through credit agencies or other sources the personal and credit information provided by me. This Agreement is the entire agreement between Owner and me. This Agreement cannot be altered by another document or oral agreement unless agreed to in writing by Owner and me.

1. **Definitions:** For the purposes of this Agreement, the following terms are specifically defined:

- a. "ADDITIONAL AUTHORIZED DRIVER(S)" (AAD(s)) means any individual in addition to me who is permitted by Owner to operate Vehicle. This includes individuals identified on Page 1 as ADDITIONAL AUTHORIZED DRIVER(S), and with my permission, includes my spouse who meets the minimum rental age and holds a valid license.
- b. "OWNER" means "OWNER OF VEHICLE" shown on the top of Page 1;
- c. "RENTAL PERIOD" means the period between the time I take possession of Vehicle until Vehicle is returned and checked in by Owner;
- d. "RENTER" means the person, or entity identified on Page 1 as "RENTER";
- e. "VEHICLE" means the "ORIGINAL VEHICLE" or any replacement vehicle(s).

2. **Ownership / Vehicle Condition / Warranty Exclusion:** I acknowledge Vehicle is, by ownership, beneficial interest or lease, the property of Owner, even if owned, registered or titled to a third party. I agree I received the Vehicle in good physical and mechanical condition. I am renting the Vehicle "AS IS". I have had an adequate opportunity to inspect the Vehicle and its operation before leaving Owner's office. Owner makes no warranties, either express or implied, including any implied warranty of use or fitness for a particular purpose. I will return the Vehicle to Owner in same condition as received, ordinary wear and tear excepted, on return date stated on Page 1 of this Agreement or on Owner's demand. If I determine Vehicle is unsafe, I will stop operating Vehicle and notify Owner immediately.

I agree that if I return the Vehicle to a location other than the Rental Office whose address appears on Page 1 of this Agreement, or to the Rental Office whose address appears on Page 1 of this Agreement during non-business hours, I will be responsible for any and all damages unless Damage Waiver applies and/or rental charges incurred through the time an employee of Owner checks in the Vehicle.

3. **Payment by Renter:**

- a. For all daily items designated as "1day" on Page 1 of this Agreement:
 - (1) If Page 1 indicates "day = 24 hour period", a day is a 24 hour period beginning at the start time of the rental.
 - (2) If Page 1 indicates "day = calendar day", a day is any full or partial day of the week.
 - (3) All charges are for a minimum of 1 day.
- b. For all rental terms shown as "1week" or "1month" on Page 1:
 - (1) If Page 1 indicates "1week", a week is 7 consecutive 24 hour days beginning at the start time of the rental.
 - (2) If Page 1 indicates "1month", a month is 30 consecutive 24 hour days beginning at the start time of the rental.
- c. I will pay Owner on demand as set forth on Page 1 of this Agreement:
 - (1) the hour, day, week, and month charges on Page 1 for the Rental Period. The "hour" charge if shown on Page 1 will apply to each full or partial hour in excess of a rental day. The hourly charges will not exceed the cost of one additional day.
 - (2) the mileage charge per mile for all miles exceeding the free miles set forth on Page 1 permitted for the Rental Period.
 - (3) the optional services and/or products charges for those items accepted by me.
 - (4) the drop charge if shown on Page 1.
 - (5) the fuel charge at the rate shown on Page 1 of this Agreement for:
 - (a) the prepaid amount indicated, or
 - (b) the difference in fuel level if the Vehicle is returned with less fuel than when rented. I will not receive a refund or credit if the Vehicle is returned with more fuel than when I received it.
 - (6) the taxes, fees and other charges.
- d. My Additional Responsibilities: Unless prohibited by law, I will pay Owner on demand:
 - (1) a vehicle recovery fee if I return the Vehicle to a location other than the original rental office. This fee is the greater of \$100.00, or \$1.00 per mile between the return location and the original rental office. This fee applies unless a drop charge is shown on Page 1 of this Agreement.
 - (2) for damage to or loss or theft of the Vehicle, and related costs (see Paragraph 6), if Damage Waiver, as outlined in Paragraph 16, does not apply.
 - (3) all fines, costs and attorneys fees for legal violations, parking, tolls, towing, and storage incurred by Owner against Vehicle, any driver or Owner during the Rental Period, unless caused solely by Owner. Owner may charge an administrative fee.
 - (4) a late charge of 1% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period
 - (5) all expenses incurred by Owner in the collection of amounts due Owner:
 - (a) under this Agreement; and/or
 - (b) in regaining possession of the Vehicle; and/or
 - (c) in enforcing any term or condition of this Agreement, including attorneys' fees, Owner's administrative fees, and any other costs or expenses incurred by Owner.

I authorize Owner to submit for payment charges on my credit card(s) and/or debit card(s):

- a. if a credit card or debit card has been presented as means of deposit or security; or
- b. if any third party to whom a billing was directed refuses to make payment in full.

Owner limits the amount of available cash in each of its offices. Therefore, upon return of a Vehicle rented with a cash deposit, any excess cash that I am owed may be refunded by check issued by Owner's administrative offices. This refund may take several days. All charges are subject to final audit by Owner.

4. **Limits on Use and Termination of Right to Use:**

- a. I agree to the following limits on use:
 - (1) The Vehicle will not be driven by any person other than me without Owner's prior written consent.
 - (2) The Vehicle shall not be used for transporting persons or property for hire or driver training.
 - (3) The Vehicle will not be used for any illegal purposes, in any illegal or reckless manner, in a race or speed contest, or to tow or push anything.
 - (4) The Vehicle will not be used to carry passengers in excess of the number of seat belts provided by the manufacturer.
 - (5) I will not remove any seats from the Vehicle.

- (6) The Vehicle will not be driven by any person impaired by the use of narcotics, intoxicants or drugs, whether taken with or without a prescription.
- (7) The Vehicle will not be driven or taken outside the states authorized on Page 1 of this Agreement.
- (8) The Vehicle will not be driven on an unpaved road or off-road.
- (9) The Vehicle will not be operated by anyone during the Rental Period:
 - (a) who has given a fictitious name, false address, false or invalid driver's license; or
 - (b) whose driver's license becomes invalid during the Rental Period; or
 - (c) who has obtained the keys without permission of Owner; or
 - (d) who misrepresents facts to Owner pertaining to this Agreement or use or operation of Vehicle.
- (10) I will not transfer or assign this Agreement and/or re-rent the Vehicle.
- (11) The Vehicle will not be used to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
 - b. If any of these limits on use or any other provision of this Agreement are violated, my right to use the Vehicle will automatically terminate, without further notice to me. Owner will retain all other rights and remedies provided by law. If I continue to operate the Vehicle after the right to do so has terminated:
 - (1) Owner has the right to notify the police that the Vehicle has been stolen; and
 - (2) I release and discharge Owner from any liability arising from any such notice; and
 - (3) Owner has the right to seize the Vehicle without legal process or notice to me; and
 - (4) I waive all claims for damages connected with such seizure; and
 - (5) I will pay all expenses incurred by Owner in returning the Vehicle to the original rental office.

5. **Accidents:** I must immediately:

- a. report any accident, or any damage to, loss or theft of the Vehicle in writing to the office where the Vehicle was rented; and
- b. deliver to the office where the Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from or relating to any such accident.

If any claim, suit or legal proceeding is brought, I will not help any claimant and will cooperate fully with Owner.

6. **Damage to, Loss or Theft of the Vehicle and Related Costs:** I accept responsibility for any damage to, loss or theft of the Vehicle or any part or accessory. I am responsible regardless of fault or negligence of mine or any other person or act of God. I will pay Owner the amount necessary to repair the Vehicle. I will not have Vehicle repaired without permission from Owner. However, if the Vehicle is stolen and not recovered or if Owner decides it would cost too much to repair the Vehicle, I will pay Owner the fair market value less any sale proceeds. Fair market value will be the retail value of the Vehicle immediately preceding the loss. Damages for which I am responsible include but are not limited to:

- a. loss of use, claim administrative fees, and/or diminishment of value; and/or
- b. towing, storage or impound fees; and/or
- c. other costs incurred by Owner to recover the Vehicle and to establish damages.

SEE PARAGRAPH 16 FOR INFORMATION ON OPTIONAL DW.

7. **Responsibility to Third Parties:** Owner complies with applicable motor vehicle financial responsibility laws as a state certified self-insurer, bondholder or cash depositor.

Unless required by Pennsylvania's financial responsibility laws, the following apply:

- a. Owner does not provide any insurance coverage to me or any passengers; and
- b. My or any driver's valid and collectible automobile liability insurance or self-insurance is primary; and
- c. Owner's financial responsibility does not apply to:

- (1) any claim made by a passenger while riding in or on or getting out of the Vehicle; or
- (2) any liability imposed or assumed by anyone under any worker's compensation act, plan or contract.

If required by Pennsylvania's financial responsibility laws, then Owner's obligation to third parties is limited to Pennsylvania's minimum financial responsibility limits. This obligation applies only if I am in compliance with the terms and conditions of this Agreement. SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL SLP.

8. **Indemnification by Me:** I will defend, indemnify and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner:

- a. in any manner if they relate to this Agreement; or
- b. from the use of the Vehicle by any party, including claims of, or liabilities to, third parties.

I will present a claim to my insurance carrier for any such events or losses. I will have final responsibility to Owner for all such losses. This obligation may be limited if I elect to purchase optional DW and/or optional SLP. SEE PARAGRAPHS 16 AND 17 FOR MORE INFORMATION.

9. **Personal Injury Protection and Uninsured / Underinsured Motorist Protection:** Except as required by law, Owner does NOT provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) through this Agreement. If Owner is required by law to provide PIP and/or UM/UIM, I expressly select such protection in the minimum limits with the maximum deductible. I expressly waive and reject PIP and UM/UIM limits in excess of the minimum limits required by law.

10. **Personal and Business Property:** Owner is not responsible for any damage, loss or theft of, any property if damaged or stolen regardless of who is at fault. This applies whether the damage or theft occurs while I am renting the Vehicle or after I return it to Owner. I understand Owner will not be responsible for any property I leave in the Vehicle.

11. **Use in Mexico Not Allowed:** I am not authorized or permitted to take the Vehicle into Mexico

12. **Third Party Proceeds:** If a third party agrees to pay any money owed by me under this Agreement, I hereby transfer to Owner my right to receive that payment. Only those amounts actually paid by a third party to Owner will reduce the amount owed by me under this Agreement. I will remain responsible for all charges not paid by such third party, such as charges for vehicle upgrades, extra rental days, optional products and all other charges. However, certain third parties may have agreed to pay Owner a flat fee for this Agreement. This flat fee is instead of Owner's "1day" charges or the third party's per diem benefits. If that is the case, the flat fee paid by the third party could be more or less than:

- a. the normal "1day" charges as calculated under this Agreement; or
- b. the per diem benefits provided by that third party.

Regardless of how much money may be paid to Owner under such a flat fee agreement, third party payments will not be applied to:

- a. vehicle upgrades (other than those provided by the third party); or
- b. optional products (including, but not limited to, Damage Waiver, Personal Accident Insurance and/or Supplemental Liability Protection); or
- c. rental days beyond those specified by the third party.

13. **Power of Attorney:** By signing this Agreement, I give Owner a Limited Power of Attorney:

- a. to present any insurance claims to my insurance company:
 - (1) if the Vehicle is damaged, lost or stolen during the Rental Period and if I fail to pay for any damages; or
 - (2) if any liability claims arise against Owner in connection with this Agreement, and I fail to defend, indemnify and hold owner harmless from such claims.

ADDITIONAL TERMS AND CONDITIONS

- b. to endorse my name on any checks, credit cards, debit cards, or other payments made by any third party for any such claims, damages, liabilities, or rental charges.
14. **Severability.** If any part of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions will continue in full force and effect.
15. **Limitation of Remedy / No Consequential Damages.** Owner's sole liability to me and my sole remedy is limited:
- to the substitution of another similar Vehicle by Owner to me; and/or
 - to recovery by me of the pro rata daily rental rate for the period in which I did not have use of the Vehicle or a substitute Vehicle.

This only applies:

- if Owner violates any of its responsibilities under this Agreement; and/or
- if the Vehicle has any mechanical failure or other failure not caused by me; and
- if Owner is liable under applicable law for such breach or Vehicle failure.

I waive all claims for consequential, punitive, indirect, and incidental damages that might otherwise be available to me. Such damages are excluded and not available to me.

16. **Optional Damage Waiver.** Damage Waiver is not insurance. The purchase of Damage Waiver (DW) is optional and not required in order to rent a Vehicle. I may buy optional DW from Owner for an additional fee. If I buy DW, Owner agrees, subject to the items listed below under "Damage Waiver Invalidation", that I will not be responsible for:

- the cost of damage to the Vehicle; or
- the loss or theft of the Vehicle or any part or accessory; or
- any costs related to the damages described in (a) and (b).

This will be true regardless of whether I was at fault or whether the damage, loss or theft happened because of my negligence. DW does not apply in Mexico. When deciding whether or not to buy DW, I may want to check with my insurance company or credit card company to find out:

- whether I already have coverage or protection if the Vehicle is damaged or stolen, and
- the amount of my deductible or out-of-pocket responsibility if the Vehicle is damaged or stolen.

Damage Waiver Invalidation: DW will be invalidated and will not apply if any of the following should happen.

- If the Vehicle is damaged when used or driven:
 - by anyone other than me without the prior written consent of Owner; or
 - by anyone impaired by the use of alcohol, narcotics, intoxicants or drugs, whether taken with or without a prescription; or
 - by anyone committing a felony or for any illegal purposes; or
 - in a race or speed contest; or
 - to tow or push anything; or
 - outside the states authorized on Page 1 of this Agreement; or
 - by anyone who has given a fictitious name, false address or false or invalid driver's license; or
 - by anyone who does not have a valid driver's license, whose driver's license expires or becomes invalid during the Rental Period; or
 - by anyone who misrepresents facts to Owner about the rental, use or operation of the Vehicle; or
 - to transport persons or property for hire; or
 - in a wanton or reckless manner; or
 - on an unpaved road or off-road; or
- If I:
 - transfer or assign this Agreement and/or sub-rent the Vehicle to anyone else; or
 - deliberately damage the Vehicle or allow anyone else to do so; or
 - fail or refuse to provide Owner, the police or any other authorities with a full report of any accident or vandalism involving the Vehicle; or
 - otherwise fail to cooperate with Owner, police or any other authorities in the investigation of any accident or vandalism involving the Vehicle; or
- If any of the Vehicle's interior components are stolen or damaged when the Vehicle is unlocked or its keys are not secured; or
- If the Vehicle is stolen and I do not:
 - return to the original rental office the original ignition key and Owner's key tag identifying the Vehicle; or
 - file a police report within 24 hours after discovering the theft; or
 - cooperate fully with Owner, the police or any other authorities in all matters connected with the investigation of the theft.

17. **Optional Supplemental Liability Protection.** The purchase of Supplemental Liability Protection (SLP) is optional and not required in order to rent a Vehicle. I may buy optional SLP from Owner for an additional fee.

SLP Benefits: Optional Supplemental Liability Protection (SLP) provides me with:

- minimum financial responsibility limits as outlined in the applicable motor vehicle financial responsibility laws of the state where the Vehicle is operated; AND
- excess insurance provided by Empire Fire and Marine Insurance Company.

This excess insurance provides me with third-party liability protection with a combined single limit per accident equal to the difference between:

- the minimum financial responsibility limits set forth above; and
- \$1,000,000 Combined Single Limit per accident.

SLP will respond to third party accident claims. This includes bodily injury, death and property damage claims that arise from the use or operation of the Vehicle as permitted in this Agreement. SLP does not provide coverage for any loss arising from the use or operation of the Vehicle in Mexico. SLP is available for an additional charge as stipulated on Page 1 of this Agreement.

SLP Exclusions: SLP does not apply to all situations, which are called "exclusions". For all exclusions, see the SLP policy issued by Empire Fire and Marine Insurance Company. Here are a few key exclusions from SLP:

- Any loss arising out of:
 - an accident which occurs while I am under the influence of alcohol or drugs or other substances unless prescribed by a physician; or
 - bodily injury or property damage sustained by:
 - me; or
 - any of my relatives or family members who live in the same household.
 - the use or operation of the Vehicle by any driver other than me.
- Any liability arising out of or benefits payable under any:
 - uninsured or underinsured motorists law, in any state; or
 - first party benefit law, medical payments, no-fault or any law similar to the foregoing, in any state.
- Any bodily injury to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by me.

- Any property damage to property that is:
 - transported by me; or
 - in my care custody or control.
- Any damage to the Vehicle.
- Any liability arising out of the use of the Vehicle, if the Vehicle was rented based on false, misleading or fraudulent information.
- Any loss arising out of the use of the Vehicle in violation of the terms and conditions of this Agreement.

This is only a summary of the actual SLP policy only. It is subject to all provisions, limitations, exceptions and exclusions of the SLP policy issued by Empire Fire and Marine Insurance Company. Upon request, a copy of the policy is available for my review. SLP may provide me with coverage that I already have under a personal insurance policy, credit card or some other source. Owner's employees, agents or endorsees are not qualified to evaluate the adequacy of my existing insurance coverage.

Report SLP Claims to:

Cambridge Integrated Services Group, Inc.
P.O. Box 94950, Cleveland, OH 44101-4950
Phone: 1-888-515-3132 Fax: 1-440-914-2903

18. **Optional Personal Accident Insurance.** The purchase of Personal Accident Insurance (PAI) is optional and not required to rent a Vehicle. I may buy optional PAI from the Owner for an additional fee.

This is only a summary of the actual PAI policy. It is subject to all provisions, limitations and exceptions of the PAI policy issued by Empire Fire and Marine Insurance Company. Upon request, copies of the policy is available for my review. PAI may provide me with coverage I already have under a personal insurance policy, homeowner or tenant's policy, credit card or some other source. Benefits available under the PAI policy, however, will be paid in addition to those received from any other source. Owner's employees, agents or endorsees are not qualified to evaluate the adequacy of my existing coverage.

PAI provides me and my passengers with Accidental Death, Accident Medical Expenses and Ambulance Expense benefits. PAI does not provide coverage in Mexico. PAI is available for an additional charge as stipulated on Page 1 of this Agreement. As used in this Paragraph, "I" and "me" means the person who signs this Agreement.

PAI Benefits:	Me	Passenger
Accidental Death, Not to exceed	\$100,000	\$10,000
Accident Medical Expenses, Not to exceed	\$2,225	\$2,225
Accident Ambulance Expense, Not to exceed	\$150	\$150

Accident Aggregate, not to exceed \$125,000 per accident.

The above PAI benefits apply to me for accidents during the Rental Period whether or not I am in the Vehicle. Passengers are covered only for accidents occurring while they are in the Vehicle. Anyone other than me who is in or operating the Vehicle will be considered a "passenger" for the purposes of obtaining PAI benefits.

- PAI Exclusions:** PAI does not cover any death or injury caused, in whole or in part, directly or indirectly, by
- suicide, attempted suicide or self-inflicted injury; or
 - aircraft travel, except as a passenger in licensed aircraft on a regularly scheduled flight; or
 - committing or attempting to commit a criminal offense; or
 - an accident which occurs under the influence of alcohol or narcotics, unless prescribed by a physician; or
 - an accident that occurs while participating in a prearranged or organized race or testing of a vehicle; or
 - war or any act of war; or
 - engagement in an illegal occupation.

PAI will not be available if I convert the Vehicle or I am in violation of the terms of this Agreement. I will be deemed to have converted the Vehicle whenever the Vehicle is not returned to Owner by the return date or by the extended return date.

To file PAI claims, I should obtain a claim form from any of Owner's rental offices, complete it and return it with a copy of this Agreement to:

Cambridge Integrated Services Group, Inc.
P.O. Box 94950, Cleveland, OH 44101-4950
Phone: 1-888-515-3132 Fax: 1-440-914-2903

19. **Telematics Notice and Release.** The Vehicle may be equipped with OnStar or another telematics system. I understand and agree that such systems utilize cellular telephone and/or radio signals to transmit data and communications. Therefore, my privacy cannot be guaranteed. I authorize:

- the use or disclosure of or access to call location information concerning me, the Vehicle, any other driver or any other user of the service;
- automatic crash notification to any person for use in the operation of an automatic crash notification system; and
- use of the vehicle location system.

I release Owner, any operator of the telematics system, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any:

- damage (including incidental and/or consequential damages) to persons (including but not limited to damage that I may suffer); or
- damage to property that may be caused by any failure of the telematics system to operate properly. Third party service providers are not agents, employees or contractors of Owner. For limitations concerning warranty, privacy and performance of the telematics system in the Vehicle, I must contact the telematics provider.

20. **Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only. They are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.

21. **Release of Information to Third Parties.** I authorize Owner to provide any information about me in Owner's possession to applicable authorities and/or other third parties, where necessary.

22. **Choice of Law.** This Agreement must be interpreted and enforced in accordance with Pennsylvania Law without regard to its conflict-of-law or choice-of-law rules and not in accordance with the laws of any other state where I live or where a claim may be made.

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Police Agency Data

Incident Number: 200601429
 Police Agency: 22317
 Patrol Zone:
 Agency Name: LAWRENCE TOWNSHIP
 Precinct:
 Investigation Date (MM-DD-YYYY): 05-18-2006
 Dispatch Time (min): 1640
 Arrival Time (min): 1645
 Investigator: MICHAEL SPENCER
 Badge Number: 22316
 Reviewer:
 Badge Number:
 Approval Date (MM-DD-YYYY):

Crash Data

County: 17 CLEARFIELD
 Municipality: 223 LAWRENCE TOWNSHIP
 Day of Week: Sun Thu
 Mon Fri
 Tue Sat
 Wed Unk
 Crash Date (MM-DD-YYYY): 05-18-2006
 Crash Time (min): 1638
 No of Units: 02
 People: 03
 Injured: 00
 Killed*: 00
 *If > 00 complete Form F
 Workzone (If Yes, Complete Form #1, Section 29): Yes No
 School Bus Related: Yes No
 School Zone Related: Yes No
 Notify PENNDOT Maintenance: Yes No

Loc Type

Intersection Type: 4 Way Intersection
 Midblock
 "Y" Intersection
 "T" Intersection
 Multi-leg Intersection
 Off Ramp
 Railroad Crossing
 Traffic Circle/Round About
 On Ramp
 Crossover
 Other
 *Special Location:
 * See Overlay

Principal Road

Route Number: 322
 Segment (Optional):
 Travel Lanes: 02
 Speed Limit: 55
 Street Name:
 Street Ending:
 Orientation: North
 South
 East
 West
 Unknown
 House Number (if applicable):
 For Mid-block crashes only, use postal House Number and make sure Principal Roadway Street Name is filled in if using this option
 Route Signing: Interstate (Not Turnpike)
 Turnpike (East/West)
 Turnpike Spur
 State Highway
 County Road
 Local Road or Street
 Private Road
 Other/Unknown

Intersecting Road

Route Number:
 Segment (Optional):
 Travel Lanes:
 Speed Limit:
 Street Name: OLD PENFIELD
 Street Ending: RD
 Orientation: North
 South
 East
 West
 Unknown
 Route Signing: Interstate (Not Turnpike)
 Turnpike (East/West)
 Turnpike Spur
 State Highway
 County Road
 Local Road or Street
 Private Road
 Other/Unknown

Distance From Landmark

Use For Mid-Block Crashes
 Please Enter Information for BOTH Landmarks if Using This Option
 Landmark 1: Intersecting Rt Num Or Mile Post:
 Or Segment Marker:
 Or Intersecting Street Name:
 St Ending:
 Ramp Use Only: North
 South
 East
 West
 Feet:
 Or Miles:
 Landmark 2: Intersecting Rt Num Or Mile Post:
 Or Segment Marker:
 Or Intersecting Street Name:
 St Ending:
 Ramp Use Only: North
 South
 East
 West
 Distance From Crash Scene to Landmark 1 (For Crash between Landmark 1 and Landmark 2):

GPS

Latitude: Degrees:
 Minutes:
 Seconds:
 Longitude: Degrees:
 Minutes:
 Seconds:

TCD

Traffic Control Device: Not Applicable
 Traffic Signal
 Yield Sign
 Active RR Crossing Controls
 Stop Sign
 Passive RR Crossing Controls
 Police Officer or flagman
 Other Type TCD
 Unknown
 TCD Functioning: No Controls
 Device Not Functioning
 Device Functioning Improperly
 Device Functioning Properly
 Emergency Preemptive Signal
 Unknown

Lane Closure

Lane Closed (if "Not Applicable", skip rest of the Lane Closure section): Not Applicable
 Partially
 Fully
 Unknown
 Lane Closure Direction: North
 South
 East
 West
 North and South
 East and West
 All (N,S,E,W)
 Traffic Detoured: Yes No Unknown:
 Esti. Time Closed: < 30 Min.
 30-60 Min.
 1-3 hrs
 3-6 hrs
 6-9 hrs
 > 9 hours
 Unknown

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05-23-2006

3/7

Unit info	<input checked="" type="radio"/> Motor Vehicle in Transport <input type="radio"/> Pedestrian (If "Pedestrian" or "Pedestrian on Skates, in Wheelchair, etc", Complete Form M, Section 28)		<input type="radio"/> Hit & Run Vehicle <input type="radio"/> Pedestrian on Skates, in Wheelchair, etc (If "Pedestrian" or "Pedestrian on Skates, in Wheelchair, etc", Complete Form M, Section 28)		<input type="radio"/> Illegally Parked <input type="radio"/> Disabled From Previous Crash <input type="radio"/> Legally Parked <input type="radio"/> Train <input type="radio"/> Phantom Vehicle		<input type="radio"/> Non - Motorized <input type="radio"/> Commercial Vehicle <input type="radio"/> Yes <input checked="" type="radio"/> No (If Yes, Complete Form C)	
	Unit No: <u>01</u> First Name: <u>JENNIFER</u> MI: <u>R</u> Date of Birth (MM-DD-YYYY): <u>05/01/1987</u>		Last Name: <u>ADAMSON</u> Telephone Number: _____		Address / City / State: <u>1317 PARKVIEW DRIVE CLEARFIELD PA 16830</u> Zip: <u>16830</u>		Driver License Number: <u>28752612</u> State: <u>PA</u> Class: <u>C</u>	
Vehicle Driver / Pedestrian Information	Alcohol/Drugs Suspected: <input checked="" type="radio"/> No <input type="radio"/> Alcohol <input type="radio"/> Illegal Drugs <input type="radio"/> Alcohol and Drugs <input type="radio"/> Medication <input type="radio"/> Unknown		Driver or Pedestrian Physical Condition: <input checked="" type="radio"/> Apparently Normal <input type="radio"/> Had Been Drinking <input type="radio"/> Illegal Drug Use <input type="radio"/> Sick <input type="radio"/> Fatigue <input type="radio"/> Asleep <input type="radio"/> Medication <input type="radio"/> Unknown		Alcohol Test Type: <input checked="" type="radio"/> Test Not Given <input type="radio"/> Blood <input type="radio"/> Breath <input type="radio"/> Urine <input type="radio"/> Other <input type="radio"/> Unknown if Test Given		Primary Vehicle Code Violation: _____ Charged? <input type="radio"/> Yes <input checked="" type="radio"/> No	
	Alcohol Test Results: <u>0</u> <input type="radio"/> Test Refused <input type="radio"/> Test Given, Contaminated Results <input type="radio"/> Unknown Results		Driver Presence: <input checked="" type="checkbox"/> 1=Driver Operated Vehicle <input type="checkbox"/> 2=No Driver <input type="checkbox"/> 3=Driver Fled Scene <input type="checkbox"/> 4=Hit and Run <input type="checkbox"/> 9=Unknown		Owner/Driver: <u>03</u> 00=Not Applicable 01=Private Vehicle Owned/Leased by Driver 02=Private Vehicle Not Owned/Leased by Driver 03=Rented Vehicle 04=State Police Vehicle 05=PENNDOT Vehicle 06=Other State Gov Veh 07=Municipal Police Veh 08=Other Municipal Government Vehicle 09=Federal Gov Veh 98=Other 99=Unknown			
	Same as Driver: <input type="checkbox"/> Owner First Name: _____ Owner Last Name or Business Name (If Pedestrian, skip this Section): <u>SENTIAPRISE</u>		Address / City / State / Zip: <u>4989 CAMPBELL AVE RD PITTSBURGH PA 15205</u>		Vehicle Make: <u>NISSAN</u> *Make Code: <u>JS</u>		VIN: <u>3N1CB51D6L757783</u> Model Year: <u>2006</u>	
	License Plate: <u>4C96168</u> Reg. State: <u>PA</u> Est. Speed: _____ Vehicle Towed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Insurance: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown Insurance Company: <u>Penn National</u> Policy No: <u>1200384367</u>		Vehicle Model: <u>SENTRY</u> Towed By: <u>A.J. Ross</u>			
Vehicle Information	Trailing Unit: No. of Trailing Units: <u>0</u> Type Unit: _____		1=Towing Pass. Veh 2=Towing Truck 3=Towing Utility Trailer 4=Mobile/Modular Home 5=Camper 6=Full Trailer 7=Semi-Trailer 8=Other 9=Unknown		Tag No: _____ Tag Year: _____ Tag St: _____			
	Direction of Travel: <u>S</u> *Vehicle Position: <u>07</u> *Movement: <u>03</u> *See Overlay: _____		Vehicle Color: <u>07</u> 06=Yellow 07=Silver 08=Gold 09=Brown 10=Orange 11=Purple 12=Other 99=Unknown		Vehicle Type: _____ 01=Automobile 02=Motorcycle 03=Bus 04=Small Truck (If "02", Complete Form M, Section 26) (If "20" or "21", Complete Form M, Section 27) 05=Large Truck 06=STV 07=Van 10=Snowmobile 11=Farm Equip 12=Construction Equip 13=ATV 18=Other Type Spec Veh 19=Unk. Type Spec Veh 20=Unicycle, Bicycle, Tricycle 21=Other Pedalcycle 22=Horse & Buggy 23=Horse & Rider 24=Train 25=Trolley 98=Other 99=Unknown		Special Usage: <u>00</u> 00=Not Applicable 01=Fire Veh 02=Ambulance 03=Police 08=Other Emergency Vehicle 11=Pupil Transport 12=Commercial Passenger Carrier 13=Taxi 21=Tractor Trailer 22=Twin Trailer 23=Triple Trailer 31=Modified Veh 99=Unknown	
	Initial Impact Point: <u>69</u> 00=Non-Collision 01-12=Clock Points 13=Top 14=Undercarriage 15=Towed Unit 99=Unknown		Damage Indicator: <u>3</u> 0=None 1=Minor 2=Functional 3=Disabling 9=Unknown		Gradient: <u>C</u> 1=Level 2=Uphill 3=Downhill 4=Bottom of Hill 5=Top of Hill 9=Unknown		Road Alignment: <u>1</u> 1=Straight 2=Curved 9=Unknown	

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4/7

Unit Info	<input checked="" type="radio"/> Motor Vehicle in Transport	<input type="radio"/> Hit & Run Vehicle	<input type="radio"/> Illegally Parked	<input type="radio"/> Legally Parked	<input type="radio"/> Non - Motorized	Commercial Vehicle <input type="radio"/> Yes <input checked="" type="radio"/> No (If Yes, Complete Form C)
	<input type="radio"/> Pedestrian	<input type="radio"/> Pedestrian on Skates, in Wheelchair, etc	<input type="radio"/> Disabled From Previous Crash	<input type="radio"/> Train	<input type="radio"/> Phantom Vehicle	

(If "Pedestrian" or "Pedestrian on Skates, in Wheelchair, etc", Complete Form M, Section 28)

Unit No	First Name	MI	Date of Birth (MM-DD-YYYY)
02	C O U R T L A I N	A	03 03 1930
Delete?	Last Name	Telephone Number	
<input type="radio"/>	Y O U N G		

Address / City / State Zip

324 N. 2nd St Apt 2 Philipsburg PA

Driver License Number	State	Class
07793670	PA	C

Alcohol/Drugs Suspected	Driver or Pedestrian Physical Condition
<input checked="" type="radio"/> No <input type="radio"/> Alcohol <input type="radio"/> Illegal Drugs <input type="radio"/> Alcohol and Drugs <input type="radio"/> Medication <input type="radio"/> Unknown	<input checked="" type="radio"/> Apparently Normal <input type="radio"/> Had Been Drinking <input type="radio"/> Sick <input type="radio"/> Asleep <input type="radio"/> Unknown <input type="radio"/> Fatigue <input type="radio"/> Medication <input type="radio"/> Illegal Drug Use

Alcohol Test Type	Primary Vehicle Code Violation	Charged?
<input checked="" type="radio"/> Test Not Given <input type="radio"/> Blood <input type="radio"/> Breath <input type="radio"/> Urine <input type="radio"/> Other <input type="radio"/> Unknown if Test Given		<input type="radio"/> Yes <input checked="" type="radio"/> No

Alcohol Test Results	Driver Presence
0 <input type="radio"/> Test Refused <input type="radio"/> Test Given, Contaminated Results <input type="radio"/> Unknown Results	1=Driver Operated Vehicle <input checked="" type="checkbox"/> 2=No Driver <input type="checkbox"/> 3=Driver Flew Scene <input type="checkbox"/> 4=Hit and Run <input type="checkbox"/> 9=Unknown <input type="checkbox"/>

Owner/Driver	00=Not Applicable	01=Private Vehicle Owned/Leased by Driver	02=Private Vehicle Not Owned/Leased by Driver	03=Rented Vehicle	04=State Police Vehicle	05=PENNDOT Vehicle	06=Other State Gov Veh	07=Municipal Police Veh	08=Other Municipal Government Vehicle	09=federal Gov Veh	98=Other	99=Unknown
01												

Same as Driver <input checked="" type="checkbox"/>	Owner First Name	Owner Last Name or Business Name (If Pedestrian, skip this Section)

Address / City / State / Zip	Vehicle Make	*Make Code
	Chevrolet	70

VIN	Model Year	Vehicle Model
1G6EM1525J8136004	1988	Astra Van

License Plate	Reg. State	Est. Speed	Vehicle Towed	Towed By
FGF 8347	PA	55	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A. J. Reis

Insurance	Insurance Company	Policy No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	PROGRESSIVE	5837000956

Trailing Unit	No. of Trailing Units	Type Unit	1=Towing Pass. Veh	2=Towing Truck	3=Towing Utility Trailer	4=Mobile/Modular Home	5=Camper	6=Full Trailer	7=Semi-Trailer	8=Other	9=Unknown	Tag No	Tag Year	Tag St
	0	0												

Direction of Travel	*Vehicle Position	*Movement	*See Overlay	Special Usage
W	01	01		

Vehicle Color	Vehicle Type	05=Large Truck	20=Unicycle, Bicycle, Tricycle	12=Commercial Passenger Carrier
AS <input type="radio"/> 06=Yellow <input type="radio"/> 07=Silver <input type="radio"/> 08=Gold <input type="radio"/> 09=Brown <input type="radio"/> 10=Orange <input type="radio"/> 11=Purple <input type="radio"/> 04=Green <input type="radio"/> 05=Black <input type="radio"/> 99=Unknown	07 <input type="radio"/> 01=Automobile <input type="radio"/> 02=Motorcycle <input type="radio"/> 03=Bus <input type="radio"/> 04=Small Truck <input type="radio"/> (If "02", Complete Form M, Section 26) <input type="radio"/> (If "20" or "21", Complete Form M, Section 27)	06=SUV <input type="radio"/> 07=Van <input type="radio"/> 10=Snowmobile <input type="radio"/> 11=Farm Equip <input type="radio"/> 12=Construction Equip <input type="radio"/> 13=ATV <input type="radio"/> 18=Other Type Spec Veh <input type="radio"/> 19=Unk. Type Spec Veh	21=Other Pedalcycle <input type="radio"/> 22=Horse & Buggy <input type="radio"/> 23=Horse & Rider <input type="radio"/> 24=Train <input type="radio"/> 25=Trolley <input type="radio"/> 98=Other <input type="radio"/> 99=Unknown	00=Not Applicable <input type="checkbox"/> 01=Fire Veh <input type="checkbox"/> 02=Ambulance <input type="checkbox"/> 03=Police <input type="checkbox"/> 08=Other Emergency Vehicle <input type="checkbox"/> 11=Pupil Transport <input type="checkbox"/> 13=Taxi <input type="checkbox"/> 21=Tractor Trailer <input type="checkbox"/> 22=Twin Trailer <input type="checkbox"/> 23=Triple Trailer <input type="checkbox"/> 31=Modified Veh <input type="checkbox"/> 99=Unknown

Initial Impact Point	Damage Indicator	Gradient	Road Alignment
01 <input type="checkbox"/> 00=Non-Collision <input type="checkbox"/> 01-12=Clock Points <input type="checkbox"/> 13=Top	3 <input type="checkbox"/> 0=None <input type="checkbox"/> 1=Minor <input type="checkbox"/> 2=Functional <input type="checkbox"/> 3=Disabling <input type="checkbox"/> 9=Unknown	1 <input type="checkbox"/> 1=Level <input type="checkbox"/> 2=Uphill	1 <input type="checkbox"/> 3=Downhill <input type="checkbox"/> 4=Bottom of Hill <input type="checkbox"/> 5=Top of Hill <input type="checkbox"/> 9=Unknown <input type="checkbox"/> 1=Straight <input type="checkbox"/> 2=Curved <input type="checkbox"/> 9=Unknown

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05-23-2006

5/7

People Information

A Person Type:
 1=Driver
 2=Passenger
 7=Pedestrian
 8=Other
 9=Unknown

B Sex:
 F=Female
 M=Male
 U=Unknown

C Injury Severity:
 0=Not Injured
 1=Killed
 2=Major Injury
 3=Moderate Injury
 4=Minor Injury
 8=Injury, Unk Severity
 9=Unknown if Injury

D Seat Position:
 00=Not A Passenger/Occupant
 01=Driver - All Vehicles
 02=Front Seat Middle Position
 03=Front Seat Right Side
 04=Second Row - Left Side Or Motorcycle Passenger
 05=Second Row - Middle Position
 06=Second Row - Right Side
 07=Third Row Or Greater - Left Side
 08=Third Row Or Greater - Middle Position
 09=Third Row Or Greater - Right Side
 10=Sleeping Section of Truck/Cab
 11=In Other Enclosed Passenger Or Cargo Area
 12=In Open Area (Back Of Pickup, Etc.)
 13=Trailing Unit
 14=Riding On Vehicle Exterior
 15=Bus Passenger
 98=Other
 99=Unknown

E Safety Equipment One:
 00=None Used / Not Applicable
 01=Shoulder Belt Used
 02=Lap Belt Used
 03=Lap And Shoulder Belt Used
 04=Child Safety Seat Used
 05=Motorcycle Helmet Used
 06=Bicycle Helmet Used
 10=Safety Belt Used Improperly
 11=Child Safety Seat Used Improperly
 12=Helmet Used Improperly
 90=Restraint Used, Type Unknown
 99=Unknown

F Safety Equipment Two:
 00=None Used / Not Applicable
 01=Front Air Bag Deployed (For This Seat)
 02=Side Air Bag Deployed (For This Seat)
 03=Other Type Air Bag Deployed
 04=Multiple Air Bags Deployed
 05=Motorcycle Eye Protection
 06=Bicyclist Wearing Elbow/Knee/Pads
 10=Air Bag Not Deployed, Switch On
 11=Air Bag Not Deployed, Switch Off
 12=Air Bag Not Deployed, Unk Switch Setting
 13=Air Bag Removed (Prior To Crash)
 19=Unknown If Air Bag Deployed
 99=Unknown

G Ejection:
 0=Not Applicable
 1=Not Ejected
 2=Totally Ejected
 3=Partially Ejected
 9=Unknown

H Ejection Path:
 0=Not Ejected / Not Applicable
 1=Through Side Door Opening
 2=Through Side Window
 3=Through Windshield
 4=Through Back Door
 5=Through Back Door Tailgate Opening
 6=Through Roof Opening (Sunroof/Convertible Top Down)
 7=Through Roof Opening (Convertible Top Up)
 9=Unknown

I Extrication:
 0=Not Applicable
 1=Not Extricated
 2=Extricated By Mechanical Means
 3=Freed By Non - Mechanical Means
 8=Other
 9=Unknown

T

EMS Agency: CLARFIELD

Medical Facility: CLARFIELD

Unit No: 01 Person No: 01 Delete? Date of Birth (MM-DD-YYYY): 05-01-1997 A:1 B:F C:0 D:0 E:0 F:0 G:0 H:0 I:0

Name / Address / Phone

Same as Operator

EMS Transport Yes No

Unit No: 01 Person No: 02 Delete? Date of Birth (MM-DD-YYYY): 01-20-1980 A:2 B:M C:0 D:0 E:0 F:0 G:0 H:0 I:0

Name / Address / Phone

Same as Operator

CHRISTOPHER LYNN LUTIERA 580 S 2ND ST FLD 2 CLARFIELD PA

EMS Transport Yes No

Unit No: 00 Person No: 01 Delete? Date of Birth (MM-DD-YYYY): 03-03-1930 A:1 B:M C:0 D:0 E:0 F:0 G:0 H:0 I:0

Name / Address / Phone

Same as Operator

EMS Transport Yes No

Unit No: [] Person No: [] Delete? Date of Birth (MM-DD-YYYY): []-[]-[] A: [] B: [] C: [] D: [] E: [] F: [] G: [] H: [] I: []

Name / Address / Phone

Same as Operator

EMS Transport Yes No

Unit No: [] Person No: [] Delete? Date of Birth (MM-DD-YYYY): []-[]-[] A: [] B: [] C: [] D: [] E: [] F: [] G: [] H: [] I: []

Name / Address / Phone

Same as Operator

EMS Transport Yes No

Unit No: [] Person No: [] Delete? Date of Birth (MM-DD-YYYY): []-[]-[] A: [] B: [] C: [] D: [] E: [] F: [] G: [] H: [] I: []

Name / Address / Phone

Same as Operator

EMS Transport Yes No

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05-23-2006

6 / 7

General Crash Information <small>(If more than 2 units, only complete once)</small>	Crash Description	<input checked="" type="checkbox"/> 0=Non-Collision <input type="checkbox"/> 1=Rear End	<input type="checkbox"/> 2=Head On <input type="checkbox"/> 3=Rear to Rear (Backing)	<input type="checkbox"/> 4=Angle <input type="checkbox"/> 5=Sideswipe (Same Direction)	<input type="checkbox"/> 6=Sideswipe (Opposite Direction) <input type="checkbox"/> 7=Hit Fixed Object	<input type="checkbox"/> 8=Hit Pedestrian <input type="checkbox"/> 9=Other/Unknown
	Relation to Roadway	<input checked="" type="checkbox"/> 1=On Travel Lanes <input type="checkbox"/> 2=Shoulder	<input type="checkbox"/> 3=Median <input type="checkbox"/> 4=Roadside	<input type="checkbox"/> 5=Outside Trafficway <input type="checkbox"/> 6=In Parking Lane	<input type="checkbox"/> 7=Gore (Ramp Intersection) <input type="checkbox"/> 9=Unknown	
	Illumination	<input checked="" type="checkbox"/> 1=Daylight <input type="checkbox"/> 2=Dark - No Street Lights	<input type="checkbox"/> 3=Dark - Street Lights <input type="checkbox"/> 4=Dusk	<input type="checkbox"/> 5=Dawn <input type="checkbox"/> 6=Dark - Unknown Roadway Lighting	<input type="checkbox"/> 8=Other	
	Weather Conditions	<input checked="" type="checkbox"/> 1=No Adverse Conditions <input type="checkbox"/> 2=Rain	<input type="checkbox"/> 3=Sleet (Hail) <input type="checkbox"/> 4=Snow	<input type="checkbox"/> 5=Fog <input type="checkbox"/> 6=Rain & Fog	<input type="checkbox"/> 7=Sleet & Fog <input type="checkbox"/> 8=Other	<input type="checkbox"/> 9=Unknown
	Road Surface Conditions	<input checked="" type="checkbox"/> 0=Dry <input type="checkbox"/> 1=Wet	<input type="checkbox"/> 2=Sand, Mud, Dirt, Oil <input type="checkbox"/> 3=Snow Covered	<input type="checkbox"/> 4=Slush <input type="checkbox"/> 5=Ice	<input type="checkbox"/> 6=Ice Patches <input type="checkbox"/> 7=Water - Standing or Moving	<input type="checkbox"/> 8=Other

Unit(s) Event Information	Harm Event	L/R	Most?	Utility Pole Number
	Unit No 1	<input checked="" type="checkbox"/> 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Unit No 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Unit No 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please Put Events in Sequential Order				
Unit No 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Harmful Events (Harm Event)	30=Hit Fence Or Wall 31=Hit Building 32=Hit Culvert 33=Hit Bridge Pier Or Abutment 34=Hit Parapet End 35=Hit Bridge Rail 36=Hit Boulder Or Obstacle On Roadway 37=Hit Impact Attenuator 38=Hit Fire Hydrant 39=Hit Roadway Equipment 40=Hit Mail Box 41=Hit Traffic Island 42=Hit Snow Bank 43=Hit Temporary Construction Barrier 48=Hit Other Fixed Object 49=Hit Unknown Fixed Object 50=Overturn/Roll Over 51=Struck By Thrown Or Falling Object 52=Pot Holes Or Other Pavement Irregularities 53=Jackknife 54=Fire In Vehicle 58=Other Non-Collision 99=Unknown Harmful Event
------------------------------------	---

First Harmful Event in the Crash	Unit No	Harm Event	Most Harmful Event in the Crash	Unit No	Harm Event
	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 01	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 01

Driver Action (D)	17=Careless Or Illegal Backing On Roadway 18=Driving On The Wrong Side Of Road 19=Making Improper Entrance To Highway 20=Making Improper Exit From Highway 21=Careless Parking/Unparking 22=Over/Under Compensation At Curve 23=Speeding 24=Driving Too Fast For Conditions 25=Failure To Maintain Proper Speed 26=Driver Fleeing Police (Poi Chase) 27=Driver Inexperienced 28=Failure To Use Specialized Equip 92=Affected By Physical Condition 98=Other Improper Driving Actions 99=Unknown
--------------------------	---

Environmental / Roadway Potential Factors (E/R)	1	<input checked="" type="checkbox"/> 00	2	<input type="checkbox"/>	3	<input type="checkbox"/>
00=None 01=Windy Conditions 02=Sudden Weather Conditions 03=Other Weather Conditions 04=Deer In Roadway 05=Obstacle On Roadway 06=Other Animal In Roadway 07=Glare 08=Work Zone Related			11=Slippery Road Conditions (Ice/Snow) 12=Substance On Roadway 13=Potholes 14=Broken Or Cracked Pavement 15=TCD Obstructed 16=Soft Shoulder Or Shoulder Drop Off 28=Other Roadway Factor 29=Other Environmental Factor 99=Unknown			

Unit No	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 19	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit No	<input checked="" type="checkbox"/> 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Possible Vehicle Failures (V)	12=Wipers 13=Driver Seating/Control 14=Body, Doors, Hood, Etc 15=Trailer Hitch 16=Wheels 17=Airbags 18=Trailer Overloaded 19=Unsecure/Shifted Trailer Load 20=Improper Towing 21=Obstructed Windshield 99=Unknown	Unit No	Factor Code
00=None 01=Tires 02=Brake System 03=Steering System 04=Suspension 05=Power Train 06=Exhaust 07=Headlights 08=Signal Lights 09=Other Lights 10=Horn 11=Mirrors		<input checked="" type="checkbox"/> 01	<input checked="" type="checkbox"/> 19

Pedestrian Action (P)	03=Working 04=Pushing Vehicle 05=Approaching Or Leaving Vehicle 06=Working On Vehicle 07=Standing 98=Other 99=Unknown				
Unit No	<input checked="" type="checkbox"/> 01	<input type="checkbox"/> 00	Unit No	<input checked="" type="checkbox"/> 02	<input type="checkbox"/> 00

8142379225

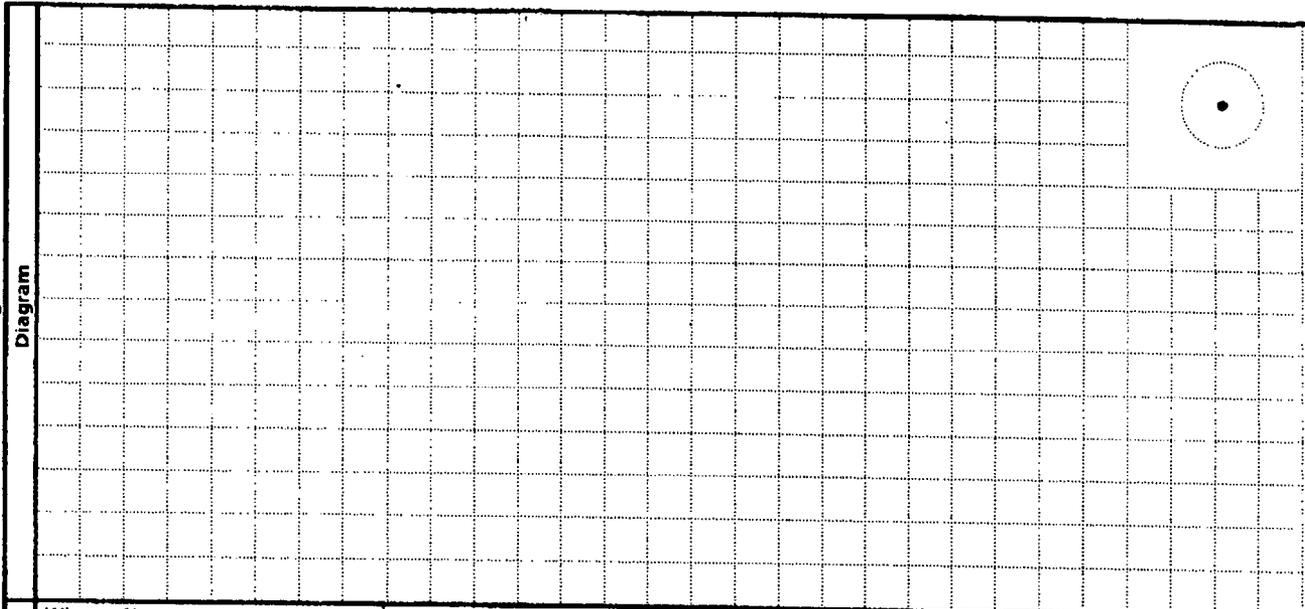
nationwide

Nationwide Insurance

09:43:19 a.m.

05-23-2006

7/7



Witness Name	Address	Phone
1		
2		

Narrative and additional witnesses: Accident Investigation Notification Issued? Property Damage

ON 05/19/06 UNIT 1 WAS ENTERING A LANE OF TRAVEL FROM A STOPPED POSITION. SHE STARTED INTO THE TRAVEL WAY AND WAS STRUCK BY UNIT 2 WHICH WAS IN TRAVEL WEST ON SR 322/473. UNIT 1 PULLED OUT IN FRONT OF UNIT 2. THIS CAUSED A SEVERE REAR IMPACT TO UNIT 1. UNIT 2 APPLIED BRAKES EARLY SAVING THE ACHES OF DRIVER 1. UNIT 2 WAS UNABLE TO AVOID CONTACT. THERE WERE NO VISIBLE OBSTRUCTIONS PRESENT. BOTH VEHICLES WERE TOWED FROM THE SCENE.

Witness and Narrative

CCIN37

VEHICLE ACCIDENT REPORT
ENTERPRISE RENT-A-CAR
ENTERPRISE RENT-A-CAR
17 NICHOLS ST
CLEARFIELD PA 16830-1501

PAGE 1

Accident Report# DX4071167 Date of Report 5/19/06 Taken by: 282BJ
Date of Accident 5/18/06 Time of Accident 0430PM Rental Contract# 719526

Vehicle ID: Unit Yr Make Model Series Color License# St VIN#
XQL080 06 NISS SENT 4DRS BRONZ GCY6168 /PA 3N1CB51DX6L459783

Street/Intersection of Accident TURNPIKE EXT
Purpose of Trip PERSONAL State of Accident PA

Accident Description:
DAUGHTER DRIVEN THE CAR, STARTING TO PULL OUT AND GUY WAS GOING UP THE HILL AND
HIT THE CAR. DRIVERSIDE

Daughter's Name: Jennifer Adamson

Current Vehicle Location AJ ROSS
Damages to Enterprise Vehicle DRIVERSIDE SMASHED IN

*** PARTIES ***

Lease/Renter/Employee Driver (if other than Renter)

ADAMSON* KAREN*
1317 PARKVIEW DRIVE
CLEARFIELD PA 16830-
Home Phone# 814-768-9668 Home Phone# 000-000-0000
Work Phone# 814-236-1411 Work Phone# 000-000-0000
DOB 5/23/53 SS# 999-99-0000 DOB SS# 999-99-0000
License# XXXXXXXXXXXXXXXXXXXX License#
Employer CURWENSVILLE ELEMENTRY Employer

Lawrence Police Dept: 814-765-1533 CT 71033

Driver's Signature: *Karen Adamson* Date: *5/19/06*

CCIN37

VEHICLE ACCIDENT REPORT

PAGE 2

*** CONTRACT COVERAGE ***

PAI N Deduct Collected Y \$Coll 250 Emp Name KEITH*JENNIFER L*
Purchase Sup Liab N D-waiver N

*** POLICE INFORMATION ***

Police Report# Dept LAWR TWP
Officer OFFICER SPENCER Phone# 000-000-0000
Pol Dpt address# 814-705-1533

*** TICKET INFORMATION ***

Issued to for Issued to for
Tow Slip# KEYS WERE RETURNED

*** INSURANCE INFORMATION ***

Renter's Ins PENN NATIONAL INSURANCE Driver's Ins
Adj/Agent DUBLERS Adj/Agent
Address 214 LOCIVY AVE. Address
Clearfield Pa 16830
Phone# 800-000-0000 814-705-2491 Phone# 000-000-0000 POI# 3720384309
Claim/Policy# Claim/Policy#
Injury Injury
RENTER WAS WEARING SEATBELT

Passengers Witnesses
TUZZER* CHRIS*

Home Phone# 000-000-0000
Work Phone# 000-000-0000
Inj
PASSENGER WAS WEARING SEATBELT

Driver's Signature: Karen Johnson Date: 5/19/06

CC1N37

VEHICLE ACCIDENT REPORT

PAGE 3

*** ACCIDENT INFORMATION ***

Direction of Enterprise Car	Lane#	Speed
Direction of Vehicle C-1	Lane#	Speed
Direction of Vehicle C-2	Lane#	Speed

Did ERAC Vehicle Signal Warning?

Did C-1 Vehicle Signal Warning?

Did C-2 Vehicle Signal Warning?

Weather at Time of Loss

Condition of Road Surface

Location of Damage to C-1

Location of Damage to C-2

Damage to Stationary Objects

Did ERAC Vehicle Have Its Lights on at Time of Accident?

Did C-1 Vehicle Have Its Lights on at Time of Accident?

Did C-2 Vehicle Have Its Lights on at Time of Accident?

PLEASE COMPLETE DIAGRAM

SEE ATTACHED

Report taken by: *[Signature]*

Driver's Signature: *[Signature]* Date: 5/19/06

Approved by Manager: _____ Date: _____

JOHNSON MOTORS INC.
 TAX ID#251123856
 1891 BLINKER PARKWAY
 DUBOIS, PA 15801
 (814)371-8840 Fax: (814)371-7968

PRELIMINARY ESTIMATE

Written By: ROBERT GEARHART #139356
 Adjuster:

Insured: ENTERPRISE RENT-A-CAR
 Owner: ENTERPRISE RENT-A-CAR
 Address: 4489 CAMPBELLS RUN RD
 PITTSBURGH, PA 15701
 Fax: (412)505-4094

Claim #
 Policy #
 Deductible:
 Date of Loss:
 Type of Loss:
 Point of Impact: 11. Left Front

Inspect
 Location:

Insurance
 Company:

Days to Repair

2006 NISS SENTRA S 4-1.8L-FI 4D SED BRONZE Int:
 VIN: 3N1CB51DX6L459783 Lic: GCY6168 PA Prod Date: Odometer: 18161
 Air Conditioning Rear Defogger Tilt Wheel
 Cruise Control Intermittent Wipers Keyless Entry
 Body Side Moldings Dual Mirrors Roof Console
 Clear Coat Paint Power Steering Power Brakes
 Power Windows Power Locks Power Mirrors
 AM Radio FM Radio Stereo
 Search/Seek CD Player Driver Air Bag
 Passenger Air Bag 4 Wheel Disc Brakes Cloth Seats
 Bucket Seats 5 Speed Transmission Overdrive

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
		FRONT BUMPER				
N 2	Repl	Bumper cover	1	179.28	1.6	2.8
3		Add for Clear Coat	0	0.00	0.0	1.1
4		GRILLE				
5	R&I	R&I grille assy	0	0.00	Incl.	0.0
6		FRONT LAMPS				
N 7	Repl	LT Headlamp assy Base, S	1	195.65	0.4	0.0
8		Aim headlamps	0	0.00	0.5	0.0
9		HOOD				
10	Repl	Hood	1	287.73	1.2	2.8
11		Add for Underside(Complete)	0	0.00	0.0	1.5
12	Repl	LT Hinge assy	1	19.43	0.3	0.3
13		FENDER				
14	Repl	LT Fender	1	177.00	1.8	2.3
15		Overlap Major Adj. Panel	0	0.00	0.0	-0.4

PRELIMINARY ESTIMATE
2006 NISS SENTRA S 4-1.8L-FI 4D SED BRONZE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
16		Add for Edging	0		0.00	0.0	0.5
17		Deduct for Overlap	0		0.00	-0.3	0.0
18	Repl	LT Protector	1		17.72	0.2	0.0
19	Repl	LT Cover	1		15.72	0.2	0.0
20	Repl	LT Fender liner	1		36.38	Incl.	0.0
21	Repl	LT Fender liner clip	4		3.52	0.0	0.0
22	Repl	LT Upper rail	1		192.27	s 3.0	0.5
23*	Rpr	LT Apron assy 1.8 liter	0		0.00	s 2.5	1.5
24		Overlap Minor Panel	0		0.00	0.0	-0.2
25	Blnd	RT Fender	0		0.00	0.0	1.2
26	R&I	RT Protector	0		0.00	0.2	0.0
27		ELECTRICAL					
28	R&I	Battery 1.8 liter	0		0.00	m 0.3	0.0
29		WHEELS					
30*	Repl	LT/Front Wheel, steel	1		167.02	m 0.3	0.0
31	Repl	LT/Front Wheel cover	1		37.73	0.0	0.0
32	Repl	Valve stem	1		1.17	0.0	0.0
33		STEERING GEAR & LINKAGE					
34	Repl	LT Tie rod assy	1		91.00	m 0.8	0.0
35		WINDSHIELD					
36	Repl	Windshield Nissan	1		354.12	2.9	0.0
37	Repl	Reveal molding upper	1		8.73	Incl.	0.0
38	Repl	LT Reveal molding side	1		24.73	Incl.	0.0
39	R&I	RT Nozzle	0		0.00	Incl.	0.0
40	R&I	LT Nozzle	0		0.00	Incl.	0.0
41		COWL					
42	Repl	Cowl grille	1		113.30	Incl.	0.0
43*	Repl	LT Side panel	1		118.52	1.5	0.0
44		INSTRUMENT PANEL					
45	R&I	R&I instrument panel	0		0.00	m 4.5	0.0
46	Repl	LT Knee bolster driver side inner	1		17.88	0.3	0.0
47	Repl	LT Knee bolster driver side lower	1		46.25	0.3	0.0
48	Repl	LT Lower cover driver side sand	1		80.23	0.3	0.0
49	Repl	LT Side cover sand	1		32.87	0.0	0.0
50		CONSOLE					
51*	R&I	Console w/o CleanAir, w/o pwr outlet sand	0		0.00	0.6	0.0
52		RESTRAINT SYSTEMS					
53	Repl	Driver air bag sand	1		678.23	m 0.5	0.0
54		System diagnosis	0		0.00	m 0.5	0.0
55	Repl	Psngr air bag sand	1		455.92	m 0.5	0.0
56	Repl	Diagnostic unit	1		559.02	m 0.9	0.0
57	Repl	RT Belt & retractor sand	1		302.27	0.7	0.0
58	Repl	LT Belt & retractor sand	1		302.27	0.7	0.0
59		PILLARS, ROCKER & FLOOR					

PRELIMINARY ESTIMATE
2006 NISS SENTRA S 4-1.8L-FI 4D SED BRONZE Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
60	Sect	LT Uniside panel w/o sunroof cut below roof line	1	249.45	s 14.0	3.0
61		Overlap Major Non-Adj. Panel	0	0.00	0.0	-0.2
62	Repl	LT Hinge pillar brace lower	1	100.95	s 3.0	0.0
63	Repl	LT Hinge pillar reinf plate	1	19.47	s 2.0	0.0
64	Repl	LT Inner rocker	1	121.48	s 4.5	0.0
65*	Rpr	Front floor pan	0	0.00	<u>3.0</u>	<u>0.5</u>
66	Repl	LT Cowl trim sand	1	26.83	0.2	0.0
67	Repl	LT Opening trim front door sage	1	96.97	0.3	0.0
68	Repl	LT Scuff plate front, outer sand	1	14.95	0.3	0.0
69	Repl	LT Scuff plate front, inner sand	1	14.95	0.3	0.0
70	R&I	LT Scuff plate rear, outer sand	0	0.00	0.3	0.0
71#	R&I	CARPET AND LT FRONT SEAT	0	0.00	1.5	0.0
72		FRONT DOOR				
73	Repl	LT Door shell	1	482.43	4.5	3.3
74		Overlap Major Adj. Panel	0	0.00	0.0	-0.4
75		Add for manual mirror	0	0.00	0.4	0.0
76		Add for power units	0	0.00	0.4	0.0
77	Repl	LT Belt w'strip	1	55.13	Incl.	0.0
78	Repl	LT Black out tape	1	12.73	0.2	0.0
79	Repl	LT Mirror assy	1	91.37	Incl.	0.8
80		Overlap Minor Panel	0	0.00	0.0	-0.2
81	Repl	LT Door glass Nissan	1	120.97	Incl.	0.0
82*	Repl	LT Body side mldg dark beige	1	67.98	0.3	<u>0.0</u>
83	Repl	LT Glass run	1	112.27	Incl.	0.0
84	Repl	LT Bezel sand	1	7.60	Incl.	0.0
85	Repl	LT Lock	1	42.27	Incl.	0.0
86	Repl	LT Striker	1	5.83	0.3	0.0
87	Repl	LT Upper hinge	1	12.15	0.3	0.3
88	Repl	LT Lower hinge	1	12.15	0.3	0.3
89	Repl	LT Door check	1	13.02	Incl.	0.0
90		REAR DOOR				
91*	Rpr	LT Outer panel	0	0.00	<u>3.5</u>	2.1
92		Overlap Major Adj. Panel	0	0.00	0.0	-0.4
93	R&I	LT Belt w'strip	0	0.00	0.3	0.0
94*	R&I	LT Body side mldg dark beige	0	0.00	<u>0.3</u>	0.0
95*	Rpr	LT Body side mldg dark beige	0	0.00	<u>0.3</u>	0.4
96		Clear Coat	0	0.00	0.0	2.5
97*	R&I	LT Run channel	0	0.00	<u>Incl.</u>	0.0
98	R&I	LT Fixed glass Nissan	0	0.00	0.5	0.0
99	R&I	LT Handle, outside dark beige	0	0.00	0.4	0.0
100	R&I	LT R&I trim panel	0	0.00	0.4	0.0
101		QUARTER PANEL				
102	Blnd	LT Quarter panel Base, S	0	0.00	0.0	1.1

PRELIMINARY ESTIMATE
2006 NISS SENTRA S 4-1.8L-FI 4D SED BRONZE Int:

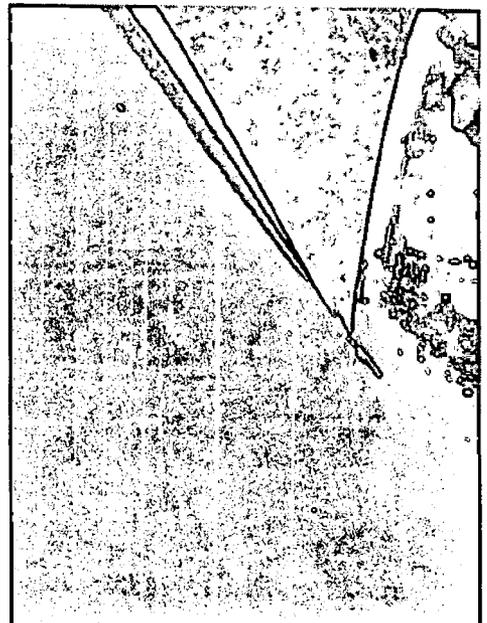
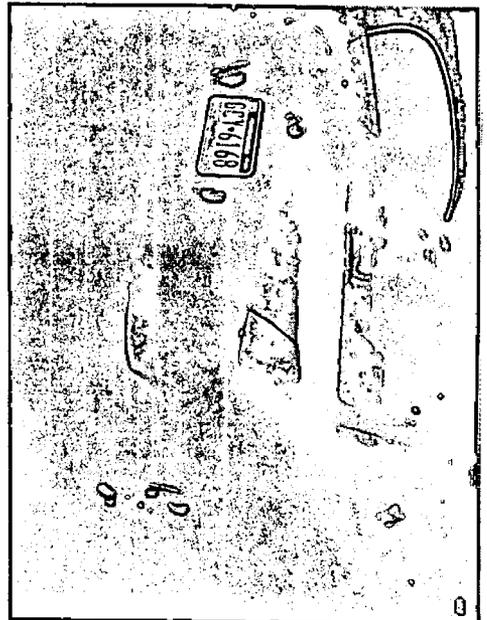
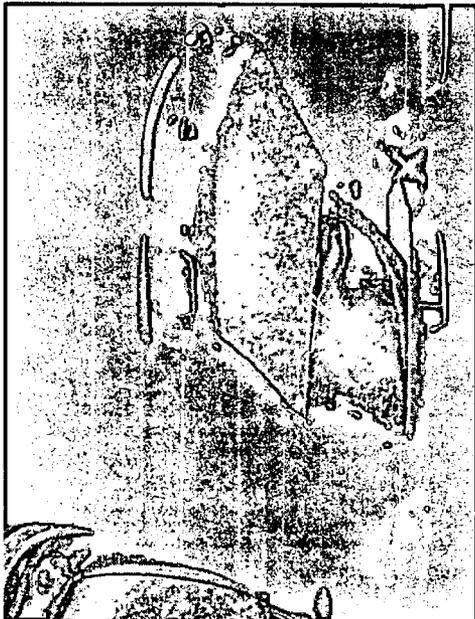
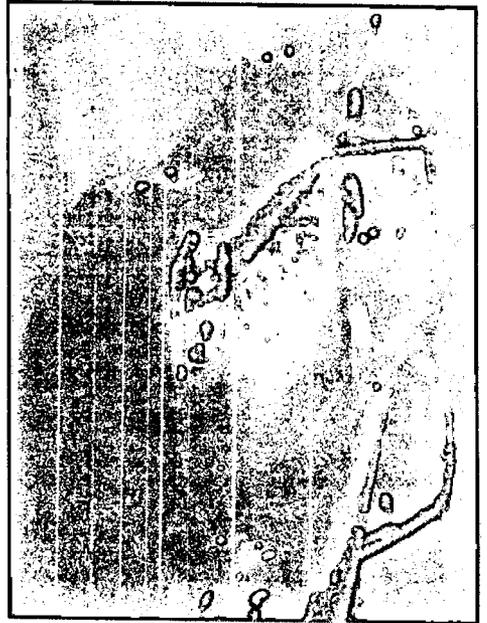
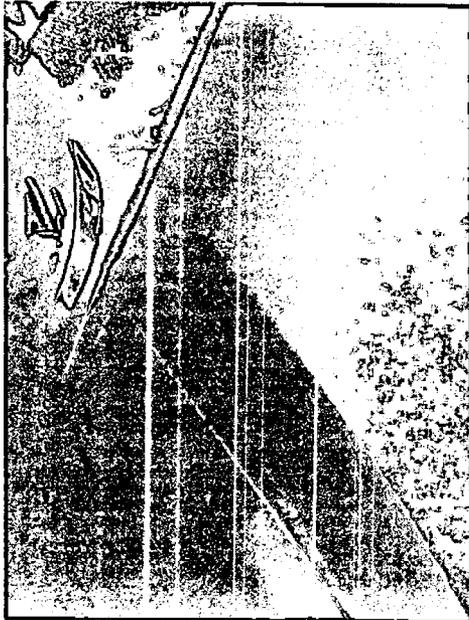
NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
103		REAR LAMPS					
104	R&I	RT Combo lamp assy Base, S	0		0.00	0.5	0.0
105		REAR BUMPER					
N 106*	R&I	R&I bumper cover	0		0.00	0.5	0.0
107#	Repl	CAR COVER	1		5.00 T	0.2	0.0
108#	Subl	TWO WHEEL ALIGN	1		41.00 T	0.0	0.0
109#	Repl	CORROSION PROTECTION (PER PANEL)	1		5.00 T	0.3	0.0
110#	Repl	FLEX AGENT	1		8.00 T	0.0	0.0
N 111#	Repl	CHIP GUARD (PER SIDE)	1		25.00 T	0.0	0.3
112#		FRAME SETUP/GUAGE & MES/ON SYS	1		0.00 T	2.0 F	0.0
113#	Subl	TIRE MOUNTING AND BALANCING	1		8.00 T	0.0	0.0
N 114#		UNISIDE REPAIR-(L) UNISIDE	1		0.00 T	5.0 F	0.0
N 115#	Repl	CLEAN AND RETAPE MLDGS(PER MLDG)	1		2.50	0.3	0.0
116#	Repl	SEAM SEALER	1		12.00	0.0	0.0
117		OTHER CHARGES					
118#		Towing	1		240.00		
Subtotals ==>					6543.41	77.8	27.3

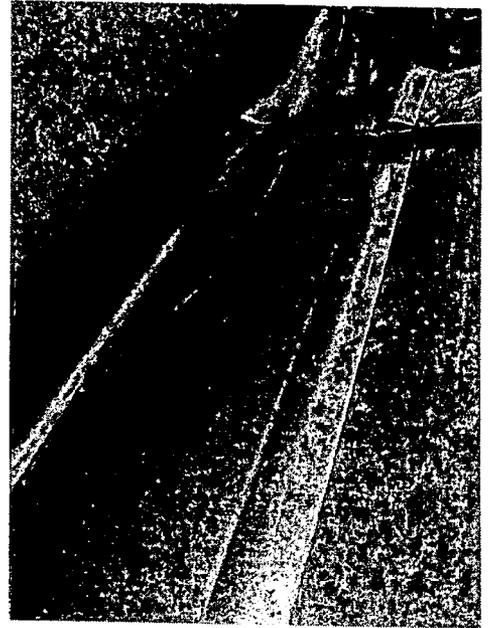
Line 2 : LT FRONT MOUNT TAB BROKEN OFF
 Line 7 : LT HEAD LAMP MOUNT TABS BROKEN OFF
 Line 106: TIME IS TO LOOSEN LT SIDE OF REAR BUMPER COVER FOR REFN
 Line 111: CHIP GAURD NEEDED FOR LT ROCKER PANEL
 Line 114: TIME IS TO ROUGH PULL LT UNI SIDE, FLOOR, APRON AND CENTER PILLOR FOR REPAIRS AND REPLACEMENT OF LT UNISIDE
 Line 115: TIME IS TO CLEAN AND RETAPE LT REAR DOOR SIDE MLDG

Estimate Notes:

VEHICLE IS NON DRIVEABLE
 REPAIRS WILL TAKE 18 DAYS
 WILL FIND MORE DAMAGE AFTER TEAR DOWN FOR REPAIRS
 UNIT# XQL080
 VEHICLE HIT HARD ON LT A PILLOR AND LT FRONT DOOR

Parts		6211.41
Parts Discount	\$ 5721.82 -5.0%	-286.09
Body Labor	70.8 hrs @ \$ 30.00/hr	2124.00
Paint Labor	27.3 hrs @ \$ 30.00/hr	819.00
Frame Labor	7.0 hrs @ \$ 38.00/hr	266.00
Paint Supplies	28.0 hrs @ \$ 18.00/hr	504.00
Sublet/Misc.		92.00
Other Charges		240.00
SUBTOTAL		\$ 9970.32





UNSWORN VERIFICATION

I, [Signature], state that I am the _____ of

ENTERPRISE RENT A CAR COMPANY OF PITTSBURGH, INC... which is the Plaintiff, herein.

I have reviewed the annexed pleading and believe the facts contained therein are true and correct to the best of my knowledge, information and belief. I believe that the corporation will be able to prove these facts at trial.

THIS DECLARATION IS MADE BY ME WITH THE KNOWLEDGE THAT IT IS SUBJECT TO THE PENALTIES OF 18 PA. C.S. §4904, RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

**ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.**

BY: [Signature]

TITLE: _____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103139
NO: 07-1387-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: ENTERPRISE RENT A CAR COMPANY OF PITTSBURGH, INC.
vs.
DEFENDANT: KAREN ADAMSON and JENNIFER ADAMSON

SHERIFF RETURN

NOW, September 04, 2007 AT 11:38 AM SERVED THE WITHIN COMPLAINT ON KAREN ADAMSON DEFENDANT AT 1317 PARKVIEW DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JENNIFER ADAMSON, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
01:40pm
JAN 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103139
NO: 07-1387-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: ENTERPRISE RENT A CAR COMPANY OF PITTSBURGH, INC.
vs.
DEFENDANT: KAREN ADAMSON and JENNIFER ADAMSON

SHERIFF RETURN

NOW, September 04, 2007 AT 11:37 AM SERVED THE WITHIN COMPLAINT ON JENNIFER ADAMSON DEFENDANT AT 1317 PARKVIEW DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JENNIFER ADAMSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103139
NO: 07-1387-CD
SERVICES 2
COMPLAINT

PLAINTIFF: ENTERPRISE RENT A CAR COMPANY OF PITTSBURGH, INC.
vs.
DEFENDANT: KAREN ADAMSON and JENNIFER ADAMSON

SHERIFF RETURN

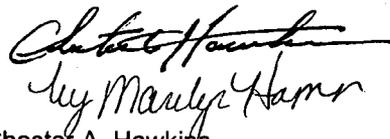
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KEATING	2762	20.00
SHERIFF HAWKINS	KEATING	2762	28.00

Sworn to Before Me This

_____ Day of _____ ²⁰⁰⁸
~~2007~~

So Answers,



Chester A. Hawkins
Sheriff

FILED No CC
m/11:25mdise issued
JUN 09 2008 to Amy
Esposito

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA, CIVIL DIVISION**

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.,

CIVIL ACTION – LAW

Plaintiff,

No. 2007-01387-CD

vs.

**PRAECIPE TO SETTLE AND
DISCONTINUE**

KAREN ADAMSON and JENNIFER
ADAMSON,

Defendants.

Filed on Behalf of Plaintiff,
ENTERPRISE RENT A CAR
COMPANY OF PITTSBURGH, INC.

COUNSEL OF RECORD FOR THIS
PARTY:

John R. Keating, Esquire
PA I.D. No. 52779

Cheryl L. Esposito, Esquire
PA I.D. No. 55952

KEATING & ESPOSITO, P.C.
4232 Northern Pike, Suite 202
Monroeville, PA 15146
(412) 856-8484 Phone
(412) 856-4444 Fax

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA, CIVIL DIVISION**

ENTERPRISE RENT A CAR COMPANY OF PITTSBURGH, INC.,)	CIVIL ACTION – LAW
)	
Plaintiff,)	No. 2007-01387-CD
)	
vs.)	
)	
KAREN ADAMSON and JENNIFER ADAMSON,)	
)	
Defendants.)	

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above captioned matter as Settled and Discontinued.

Respectfully submitted,
KEATING & ESPOSITO, P.C.

BY: 
Cheryl L. Esposito, Esquire
Attorney for Plaintiff
4232 Northern Pike, Suite 202
Monroeville, PA 15146
(412) 856-8484
(412) 856-4444 Fax

CERTIFICATE OF SERVICE

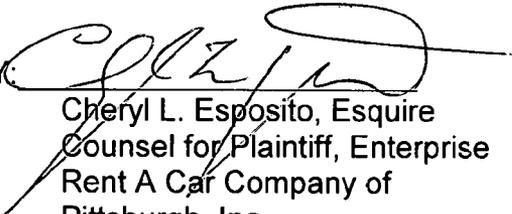
I, the undersigned counsel, do hereby certify that a true and correct copy of the foregoing **Praecepto to Settle and Discontinue** was served this 4th day of June, 2008, by U.S. Mail, first class, postage prepaid to the parties as follows:

Karen Adamson
1317 Parkview Drive
Clearfield, PA 16830

Jennifer Adamson
1317 Parkview Drive
Clearfield, PA 16830

KEATING & ESPOSITO, P.C.

BY:


Cheryl L. Esposito, Esquire
Counsel for Plaintiff, Enterprise
Rent A Car Company of
Pittsburgh, Inc.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Enterprise Rent a Car Company of Pittsburgh, Inc.

Vs.

No. 2007-01387-CD

Karen Adamson
Jennifer Adamson

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 9, 2008, marked:

Settled and Discontinued

Record costs in the sum of \$85 have been paid in full by 85.00.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of June A.D. 2008.



William A. Shaw, Prothonotary

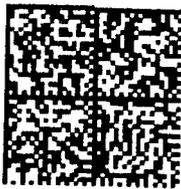
WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

UT 1/4/08

FILED
M 110:45/81
JUN 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

Cheryl L. Esposito
612 Frick Building
437 Grant Street
Pittsburgh, PA



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IN THE COURT OF COMMON PLEAS OF
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Enterprise Rent a Car Company of Pittsburgh, Inc.

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William A. Shaw, Prothonotary