

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

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

FILED

07-1387-CD
AUG 28 2007

Atty pd. 85.00

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

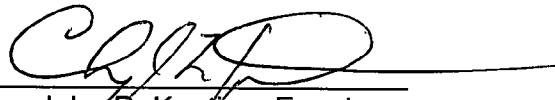
Enterprise Rent A Car of Pittsburgh vs. Karen Adamson, et al. - Complaint page 11

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



CAJ Ross going to Johnston Motors

AUDITOR'S COPY

PAGE 1 of 4
409PASPR05

OWNER OF VEHICLE: ENTERPRISE RENT-A-CAR COMPANY OF PITTSBURGH
BRANCH ADDRESS: 17 NICHOLS ST CLEARFIELD PA 16830-1501 814-765-4500

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

RENTAL TYPE I		SOURCE # PNM4001	ID # 999	RENTAL AGREEMENT NO. D 719526
RENTER ADAMSON* KAREN*		DAY = CALENDAR DAY		
ADDRESS 1317 PARKVIEW DRIVE		HOME PHONE 814-768-9668		
CITY CLEARFIELD		STATE PA	ZIP 16830	OFFICE PHONE 814-236-1411
COLOR BLACK	LICENSE NO GFH3628	DOB 5/23/53	EMPLOYER CURWENSVILLE ELEMENTRY	
MODEL PATH	ECAR# XCL 714	DRIVERS LICENSE 15127503	STATE PA	EXPIRES 5/11/06
MILE-AGE IN 11209	OUT 11209	BILL TO Y	COMPANY PENN NAT'L MUT-PITTSBURGH**	
DRIVEN		ATTN. MILLER*CINDY*	PHONE 412-247-4556	EXT
CONDITION AGREED TO KA		REFERENCE NUMBER 04352111	DAYS 2 30.99/DAY	
NO DAMAGE		278.91		
NO GASOLINE REFUND		14 DAYS @ 24.99		
		349.80		
OPERATION IN ANY OTHER STATE OR COUNTRY WILL AFFECT MY LIABILITY AND RIGHTS UNDER THIS AGREEMENT.		30.00/DAY		
		900.00/MAX		
RENTER DECLINES OPTIONAL DAMAGE WAIVER (DW) AND ASSUMES DAMAGE RESPONSIBILITY. SEE PAGE 2, PARAGRAPH 8.		RENTER ACCEPTS OPTIONAL DAMAGE WAIVER (DW) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 18. DAMAGE WAIVER IS NOT INSURANCE.		
RENTER X KA Declines DW		RENTER X Accepts DW		
RENTER DECLINES OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI)		RENTER ACCEPTS OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 18.		
RENTER X KA Declines PAI		RENTER X Accepts PAI		
RENTER DECLINES OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP)		RENTER ACCEPTS OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 17.		
RENTER X KA Declines SLP		RENTER X Accepts SLP		
ACKNOWLEDGMENT OF THE ENTIRE AGREEMENT, WHICH CONSISTS OF PAGES 1 THROUGH 4.				
I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON PAGES 1 THROUGH 4 OF THIS AGREEMENT AND BY MY SIGNATURE BELOW I AM THE "RENTER" UNDER THIS AGREEMENT. BY SIGNING BELOW, I AM AUTHORIZING OWNER TO PROCESS CHARGES ON MY CREDIT CARD(S) AND/OR DEBIT CARD(S) FOR ADVANCE DEPOSITS, INCREMENTAL AUTHORIZATIONS/DEPOSITS, AND CHARGES INCURRED, AS WELL AS PAYMENTS REFUSED BY A THIRD PARTY TO WHOM BILLING WAS DIRECTED. I CERTIFY THAT THE DRIVER'S LICENSE(S) PRESENTLY IS CURRENTLY VALID AND IS NOT SUSPENDED, EXPIRED, REVOKED, CANCELLED, OR SURRENDERED.				
RENTER X KA		FUEL 2 3.90/GALLON 2.10		
REPLACEMENT VEHICLE		TRANSTAX 2.00/DAY		
OWNER REP KA		410.00		
I WILL RETURN CAR BY:		TAX 8.0 %		
TIME 5/02/06	AMOUNT 38.29	PAID BY CHECK		50.30
INSURED / CLAIMANT		TOTAL CHARGES 725.07		
LOSS DATE		DEPOSITS		
REPAIR SHOP		REFUNDS		
LOCAL ADDRESS		AMOUNT DUE		
LOCAL PHONE		CLOSED BY		
REJECTION OF UNINSURED MOTORIST PROTECTION: I AM REJECTING UNINSURED MOTORIST COVERAGE UNDER THIS RENTAL OR LEASE AGREEMENT AND ANY POLICY OF INSURANCE OR SELF-INSURANCE ISSUED UNDER THIS AGREEMENT, FOR MYSELF AND ALL OTHER PASSENGERS OF THIS VEHICLE. UNINSURED COVERAGE PROTECTS ME AND OTHER PASSENGERS IN THIS VEHICLE FOR LOSSES AND DAMAGES SUFFERED IF INJURY IS CAUSED BY THE NEGLIGENCE OF A DRIVER WHO DOES NOT HAVE ANY INSURANCE TO PAY FOR LOSSES AND DAMAGES.		PAID BY CASH CHECK CHARGE		
NO GASOLINE REFUNDS		RECEIPT OF CASH REFUND DATE AMOUNT RECEIVED BY		

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 RES # 243216

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:

- have arranged the reservation for the Vehicle; and/or
- pay for all or part of the rental bill; and/or
- 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:

- "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.
- "OWNER" means "OWNER OF VEHICLE" shown on the top of Page 1;
- "RENTAL PERIOD" means the period between the time I take possession of Vehicle until Vehicle is returned and checked in by Owner;
- "RENTER" means the person, or entity identified on Page 1 as "RENTER";
- "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:**

- For all daily items designated as "day" on Page 1 of this Agreement:
 - If Page 1 indicates "day = 24 hour period", a day is a 24 hour period beginning at the start time of the rental.
 - If Page 1 indicates "day = calendar day", a day is any full or partial day of the week.
 - All charges are for a minimum of 1 day.
- For all rental terms shown as "week" or "month" on Page 1:
 - If Page 1 indicates "week", a week is 7 consecutive 24 hour days beginning at the start time of the rental.
 - If Page 1 indicates "month", a month is 30 consecutive 24 hour days beginning at the start time of the rental.
- I will pay Owner on demand as set forth on Page 1 of this Agreement:
 - 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.
 - the mileage charge per mile for all miles exceeding the free miles set forth on Page 1 permitted for the Rental Period.
 - the optional services and/or products charges for those items accepted by me.
 - the drop charge if shown on Page 1.
 - the fuel charge at the rate shown on Page 1 of this Agreement for:
 - the prepaid amount indicated; or
 - 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.
 - the taxes, fees and other charges.
- My Additional Responsibilities: Unless prohibited by law, I will pay Owner on demand:
 - 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.
 - 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.
 - 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.
 - 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
 - all expenses incurred by Owner in the collection of amounts due Owner:
 - under this Agreement; and/or
 - in regaining possession of the Vehicle; and/or
 - 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):

- if a credit card or debit card has been presented as means of deposit or security; or
- 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:**

- I agree to the following limits on use:
 - The Vehicle will not be driven by any person other than me without Owner's prior written consent.
 - The Vehicle shall not be used for transporting persons or property for hire or driver training.
 - 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.
 - The Vehicle will not be used to carry passengers in excess of the number of seat belts provided by the manufacturer.
 - I will not remove any seats from the Vehicle.

- 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.
- The Vehicle will not be driven or taken outside the states authorized on Page 1 of this Agreement.
- The Vehicle will not be driven on an unpaved road or off-road.
- The Vehicle will not be operated by anyone during the Rental Period:
 - who has given a fictitious name, false address, false or invalid driver's license; or
 - whose driver's license becomes invalid during the Rental Period; or
 - who has obtained the keys without permission of Owner; or
 - who misrepresents facts to Owner pertaining to this Agreement or use or operation of Vehicle.
- I will not transfer or assign this Agreement and/or re-rent the Vehicle.
- The Vehicle will not be used to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
- 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:
 - Owner has the right to notify the police that the Vehicle has been stolen; and
 - I release and discharge Owner from any liability arising from any such notice; and
 - Owner has the right to seize the Vehicle without legal process or notice to me; and
 - I waive all claims for damages connected with such seizure; and
 - I will pay all expenses incurred by Owner in returning the Vehicle to the original rental office.

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

- report any accident, or any damage to, loss or theft of the Vehicle in writing to the office where the Vehicle was rented; and
- 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:

- loss of use, claim administrative fees, and/or diminishment of value; and/or
- towing, storage or impound fees; and/or
- 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:

- Owner does not provide any insurance coverage to me or any passengers; and
- by or any driver's valid and collectible automobile liability insurance or self-insurance is primary; and
- Owner's financial responsibility does not apply to:
 - any claim made by a passenger while riding in or on or getting out of the Vehicle; or
 - 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:

- in any manner if they relate to this Agreement; or
- 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 "day" 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:

- the normal "day" charges as calculated under this Agreement; or
- 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:

- vehicle upgrades (other than those provided by the third party); or
- optional products (including, but not limited to, Damage Waiver, Personal Accident Insurance and/or Supplemental Liability Protection); or
- 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:

- to present any insurance claims to my insurance company:
 - if the Vehicle is damaged, lost or stolen during the Rental Period and if I fail to pay for any damages; or
 - 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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Nationwide Insurance

09:39:36 a.m.

05-23-2006

2/7

Police Agency Data	Incident Number 200601429										Police Agency 22317				Patrol Zone			
	Agency Name Lawrence Township										Precinct				Investigation Date (MM-DD-YYYY) 05-18-2006			
Crash Data	Dispatch Time (min) 1640				Arrival Time (min) 1645				Investigator MICHAEL SPENCER				Badge Number 22316					
	Reviewer										Badge Number				Approval Date (MM-DD-YYYY)			
County Data	County 17		County Name CLAREFIELD				Municipality 223		Municipality Name Lawrence Township				Day of Week <input type="radio"/> Sun <input checked="" type="radio"/> Thu <input type="radio"/> Mon <input type="radio"/> Fri <input type="radio"/> Tue <input type="radio"/> Sat <input type="radio"/> Wed <input type="radio"/> 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			
Loc Type	Workzone <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										School Bus Related <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		School Zone Related <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Notify PENNDOT Maintenance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
	Intersection Type <input checked="" type="radio"/> 4 Way Intersection <input type="radio"/> "Y" Intersection <input type="radio"/> Multi-leg Intersection <input type="radio"/> Off Ramp <input type="radio"/> Railroad Crossing <input type="radio"/> Midblock <input type="radio"/> "T" Intersection <input type="radio"/> Traffic Circle/Round About <input type="radio"/> On Ramp <input type="radio"/> Crossover <input type="radio"/> Other										*Special Location		*See Overlay					
Principal Road	Route Number 322		Segment (Optional)		Travel Lanes 02		Speed Limit 55		Orientation <input type="radio"/> North <input type="radio"/> South <input type="radio"/> East <input checked="" type="radio"/> West <input type="radio"/> Unknown		House Number (if applicable)							
	Street Name										Street Ending		For Mid-block crashes only, use postal House Number and make sure Principal Roadway Street Name is filled in if using this option					
Intersecting Road	Route Number 020										Segment (Optional)		Travel Lanes		Speed Limit		Orientation <input checked="" type="radio"/> North <input type="radio"/> South <input type="radio"/> East <input type="radio"/> West <input type="radio"/> Unknown	
	Street Name OLD PENFIELD										Street Ending RD		Route Signing <input type="radio"/> Interstate (Not Turnpike) <input type="radio"/> Turnpike (East/West) <input type="radio"/> Turnpike Spur <input checked="" type="radio"/> State Highway <input type="radio"/> County Road <input type="radio"/> Local Road or Street <input type="radio"/> Private Road <input type="radio"/> Other/Unknown					
Distance From Landmark	Use For Mid-Block Crashes										Landmark 1		Landmark 2		Ramp Use Only		Feet	
	Please Enter Information for BOTH Landmarks if Using This Option										Intersecting Rt Num Or Mile Post		Or Segment Marker		St Ending		Or Miles	
GPS	Degrees			Minutes			Seconds			Degrees			Minutes			Seconds		
	Latitude:									Longitude: -								
TCD	Traffic Control Device <input checked="" type="radio"/> Not Applicable <input type="radio"/> Traffic Signal <input type="radio"/> Yield Sign <input type="radio"/> Police Officer or Flagman <input type="radio"/> Flashing Traffic Signal <input type="radio"/> Stop Sign <input type="radio"/> Active RR Crossing Controls <input type="radio"/> Other Type TCD <input type="radio"/> Passive RR Crossing Controls <input type="radio"/> Unknown										TCD Functioning <input checked="" type="radio"/> No Controls <input type="radio"/> Device Functioning Improperly <input type="radio"/> Device Not Functioning <input type="radio"/> Device Functioning Properly <input type="radio"/> Emergency Preemptive Signal <input type="radio"/> Unknown							
	Lane Closed (if "Not Applicable", skip rest of the Lane Closure section) <input checked="" type="radio"/> Not Applicable <input type="radio"/> Partially <input type="radio"/> Fully <input type="radio"/> Unknown										Lane Closure Direction <input type="radio"/> North <input type="radio"/> East <input type="radio"/> North and South <input type="radio"/> All (N,S,E,W) <input type="radio"/> South <input type="radio"/> West <input type="radio"/> East and West							
Lane Closure	Traffic Detoured Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown: <input type="radio"/>										Esti. Time Closed <input type="radio"/> < 30 Min. <input type="radio"/> 30-60 Min. <input type="radio"/> 1-3 hrs <input type="radio"/> 3-6 hrs <input type="radio"/> 6-9 hrs <input type="radio"/> > 9 hours <input type="radio"/> Unknown							

FORM # AA-500 (12/02)

PENNDOT COPY

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Nationwide Insurance

09:40:22 a.m

05-23-2006

3 / 7

Unit Info	<input checked="" type="radio"/> Motor Vehicle in Transport <input type="radio"/> Pedestrian		<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 "Pedestrian" or "Pedestrian on Skates, in Wheelchair, etc", Complete Form M, Section 28)		<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 Yes, Complete Form C)		
Vehicle Driver / Pedestrian Information	Unit No	First Name	MI	Date of Birth (MM-DD-YYYY)					
	01	JENNIFER	R	05 01 1987					
	Delete?	Last Name					Telephone Number		
	<input type="checkbox"/>	ADAMSON							
	Address / City / State							Zip	
	1317 PARKVIEW DRIVE CLEARFIELD PA 16830							16830	
	Driver License Number							State Class	
	28752612							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"/> 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				Primary Vehicle Code Violation					
<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				Charged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Alcohol Test Results				Driver Presence					
<input type="checkbox"/> Test Refused <input type="checkbox"/> Test Given, Contaminated Results <input type="checkbox"/> Unknown Results				1=Driver Operated Vehicle <input checked="" type="checkbox"/> 2=No Driver 3=Driver Fled Scene 4=Hit and Run 9=Unknown					
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									
043									
Vehicle Information	Same as Driver	Owner First Name		Owner Last Name or Business Name (If Pedestrian, skip this Section)					
	<input type="checkbox"/>			SENTIAPRISE					
	Address / City / State / Zip							Vehicle Make *Make Code	
	4189 CAMPBELL AVE RD PITTSBURGH PA 15205							Nissan J5	
	VIN							Vehicle Model (see overlay)	
	3N1CB51D6L457783							Sentra	
	License Plate							Towed By	
	4CP6168 PA							A.J. Ross	
	Reg. State Est. Speed							Vehicle Towed	
	PA							<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 Policy No									
Penn National 1200384361									
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		
	0								
	Direction of Travel		*Vehicle Position		*Movement		*See Overlay		
	S		17		03				
	Vehicle Color		Vehicle Type		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		
	07								
	01=Blue 02=Red 03=White 04=Green 05=Black		06=Yellow 07=Silver 08=Gold 09=Brown 10=Orange 11=Purple 12=Other 99=Unknown		(If "02", Complete Form M, Section 26) (If "20" or "21", Complete Form M, Section 27)		12=Commercial Passenger Carrier 13=Taxi 21=Tractor Trailer 22=Twin Trailer 23=Triple Trailer 31=Modified Veh 99=Unknown		
	Initial Impact Point		Damage Indicator		Gradient		Road Alignment		
	69		3		C		1		
	00=Non-Collision 01=12=Clock Points 13=Top		14=Undercarriage 15=Towed Unit 99=Unknown		0=None 1=Minor 2=Functional 3=Disabling 9=Unknown		3=Downhill 4=Bottom of Hill 5=Top of Hill 9=Unknown		

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Nationwide Insurance

09:41:06 a.m.

05-23-2006

4/7

Unit Info	Type Unit		<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"/> 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		<input type="radio"/> Yes <input checked="" type="radio"/> No									
	(If "Pedestrian" or "Pedestrian on Skates, in Wheelchair, etc", Complete Form M, Section 28)										(If Yes, Complete Form C)							
	Unit No		First Name				MI	Date of Birth (MM-DD-YYYY)										
	02		C O U R T L A I N				A	07 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 Philadelphia PA										19106							
	Driver License Number										State	Class						
07793670										PA	C							
Vehicle Driver / Pedestrian Information	Alcohol/Drugs Suspected					Driver or Pedestrian Physical Condition												
	<input checked="" type="radio"/> No					<input checked="" type="radio"/> Apparently Normal												
	<input type="radio"/> Alcohol					<input type="radio"/> Illegal Drug Use												
	<input type="radio"/> Medication					<input type="radio"/> Fatigue												
	<input type="radio"/> Alcohol and Drugs					<input type="radio"/> Medication												
	<input type="radio"/> Unknown					<input type="radio"/> Had Been Drinking												
	<input type="radio"/> Sick					<input type="radio"/> Asleep												
	<input type="radio"/> Unknown					<input type="radio"/> Unknown												
	Alcohol Test Type					Primary Vehicle Code Violation												
	<input checked="" type="radio"/> Test Not Given																	
<input type="radio"/> Blood																		
<input type="radio"/> Urine																		
<input type="radio"/> Other																		
<input type="radio"/> Unknown if Test Given																		
Alcohol Test Results					Driver Presence													
<input type="radio"/> Test Refused					<input checked="" type="radio"/> 1=Driver Operated Vehicle													
<input type="radio"/> Test Given, Contaminated Results					<input type="radio"/> 2=No Driver													
<input type="radio"/> Unknown Results					<input type="radio"/> 3=Driver Fled Scene													
					<input type="radio"/> 4=Hit and Run													
					<input type="radio"/> 9=Unknown													
Owner/Driver																		
01																		
00=Not Applicable										02=Private Vehicle Not Owned/Leased by Driver								
01=Private Vehicle 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								
Vehicle Information	Same as Driver		Owner First Name				Owner Last Name or Business Name (If Pedestrian, skip this Section)											
	<input checked="" type="radio"/>																	
	Address / City / State / Zip										Vehicle Make							
											Chevrolet							
	VIN										*Make Code							
	146C M 1525 J B 136004										20							
	Model Year										Vehicle Model							
	1988										Astra Van							
	License Plate										Towed By							
	FGF 8347										A.J. Reis							
Reg. State										Est. Speed								
PA										55								
Insurance										Vehicle Towed								
<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown										<input checked="" type="radio"/> Yes <input type="radio"/> No								
Insurance Company										Policy No								
PROGRESSIVE										58370202956								
Trailing Unit	Trailing Unit		No. of Trailing Units		Type Unit		1=Towing Pass. Veh		4=Mobile/Modular Home		7=Semi-Trailer		Tag No		Tag Year		Tag St	
	0		0		0		2=Towing Truck		5=Camper		8=Other							
							3=Towing Utility Trailer		6=Full Trailer		9=Unknown							
	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									
	06=Yellow		01=Automobile		06=SUV		21=Other Pedalcycle		00=Not Applicable									
	07=Silver		02=Motorcycle		07=Van		22=Horse & Buggy		01=Fire Veh									
	08=Gold		03=Bus		10=Snowmobile		23=Horse & Rider		02=Ambulance									
	09=Brown		04=Small Truck		11=Farm Equip		24=Train		03=Police									
10=Orange		(If "02", Complete Form M, Section 26)		12=Construction Equip		25=Trolley		08=Other Emergency Vehicle										
11=Purple		(If "20" or "21", Complete Form M, Section 27)		13=ATV		98=Other		11=Pupil Transport										
12=Other				18=Other Type Spec Veh		99=Unknown		99=Unknown										
13=Top				19=Unk. Type Spec Veh														
05=Black																		
99=Unknown																		
Initial Impact Point										Damage Indicator		Gradient		Road Alignment				
01										3		1		1				
00=Non-Collision										0=None		3=Downhill		1=Straight				
01-12=Clock Points										2=Functional		4=Bottom of Hill		2=Curved				
13=Top										1=Minor		5=Top of Hill		9=Unknown				
										3=Disabling		9=Unknown						
										9=Unknown								

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Nationwide Insurance

09:41:49 a.m.

05-23-2006

5/7

People Information	A Person Type: 1=Driver 2=Passenger 7=Pedestrian 8=Other 9=Unknown	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 Truckcab 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	G Ejection: 0=Not Applicable 1=Not Ejected 2=Totally Ejected 3=Partially Ejected 9=Unknown
	B Sex: F=Female M=Male U=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	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
	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			I Extrication: 0=Not Applicable 1=Not Extricated 2=Extricated By Mechanical Means 3=Freed By Non - Mechanical Means 8=Other 9=Unknown

EMS Agency: CLARFIELDMedical Facility: CLARFIELD

Unit No	Person No	Delete?	Date of Birth (MM-DD-YYYY)	A	B	C	D	E	F	G	H	I
01	01	<input type="checkbox"/>	05-01-1997	1	F	0	0	1	0	3	0	1

Name / Address / Phone

☒ Same as OperatorEMS Transport
☐ Yes ☒ No

Unit No	Person No	Delete?	Date of Birth (MM-DD-YYYY)	A	B	C	D	E	F	G	H	I
01	02	<input type="checkbox"/>	01-20-1980	2	M	0	0	3	0	0	0	1

Name / Address / Phone

☐ Same as OperatorCHRISTOPHER LYNN LUTER 580 S 2ND ST FLD 2 CLARFIELD PAEMS Transport
☐ Yes ☒ No

Unit No	Person No	Delete?	Date of Birth (MM-DD-YYYY)	A	B	C	D	E	F	G	H	I
00	01	<input type="checkbox"/>	03-03-1930	1	M	0	0	1	0	3	0	0

Name / Address / Phone

☒ Same as OperatorEMS Transport
☐ Yes ☒ No

Unit No	Person No	Delete?	Date of Birth (MM-DD-YYYY)	A	B	C	D	E	F	G	H	I
		<input type="checkbox"/>										

Name / Address / Phone

☐ Same as OperatorEMS Transport
☐ Yes ☐ No

Unit No	Person No	Delete?	Date of Birth (MM-DD-YYYY)	A	B	C	D	E	F	G	H	I
		<input type="checkbox"/>										

Name / Address / Phone

☐ Same as OperatorEMS Transport
☐ Yes ☐ No

Unit No	Person No	Delete?	Date of Birth (MM-DD-YYYY)	A	B	C	D	E	F	G	H	I
		<input type="checkbox"/>										

Name / Address / Phone

☐ Same as OperatorEMS Transport
☐ Yes ☐ No

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nationwide

Nationwide Insurance

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05-23-2006

6 / 7

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

Unit(s) Event Information	Harm Event L/R Most? Utility Pole Number				Harmful Events (Harm Event)	
	Unit No	1	2			01=Hit Unit 1 02=Hit Unit 2 03=Hit Unit 3 04=Hit Unit 4 05=Hit Unit 5 06=Hit Other Traffic Unit 07=Hit Deer 08=Hit Other Animal 09=Collision With Other Non Fixed Object 11=Struck By Unit 1 12=Struck By Unit 2 13=Struck By Unit 3 14=Struck By Unit 4 15=Struck By Unit 5 16=Struck By Other Traffic Unit 21=Hit Tree Or Shrubbery 22=Hit Embankment 23=Hit Utility Pole 24=Hit Traffic Sign 25=Hit Guard Rail 26=Hit Guard Rail End 27=Hit Curb 28=Hit Concrete Or Longitudinal Barrier 29=Hit Ditch
	Please Put Events in Sequential Order	3				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
		4				

Contributing Information	First Harmful Event in the Crash				Driver Action (D)			
	Unit No	02	Harm Event	01	Most Harmful Event in the Crash	Unit No	02	Harm Event
	Do not repeat this information on multiple pages.				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			

Contributing Information	Environmental / Roadway Potential Factors (E/R)				Possible Vehicle Failures (V)			
	Unit No	01	Harm Event	01	Most Harmful Event in the Crash	Unit No	01	Harm Event
	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=TCO Obstructed 16=Soft Shoulder Or Shoulder Drop Off 28=Other Roadway Factor 29=Other Environmental Factor 99=Unknown 12=Wipers 13=Driver Seating/Control 14=Body, Doors, Hood, Etc 15=Trailer Hitch 16=Wheels 17=Airbags 18=Trailer Overloaded 19=Unsecured/Shielded Trailer Load 20=Improper Towing 21=Obstructed Windshield 99=Unknown				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			

Indicated Prime Factor				Pedestrian Action (P)			
Unit No	01	Factor Code	119	Unit No	01	Factor Code	01
Do not repeat this information on multiple pages.				00=None 01=Entering Or Crossing At Specified Location 02=Walking, Running, Jogging, Or Playing 03=Working 04=Pushing Vehicle 05=Approaching Or Leaving Vehicle 06=Working On Vehicle 07=Standing 98=Other 99=Unknown			
E/R V D P <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>				Unit No 01 00 Unit No 01 00			

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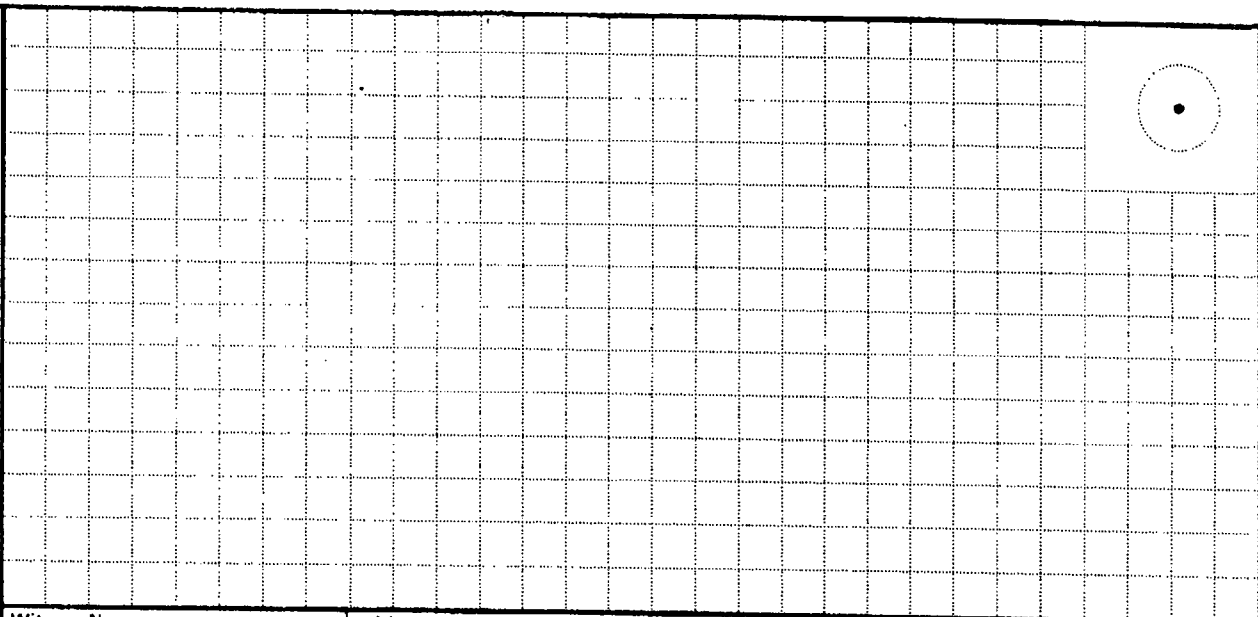
Nationwide Insurance

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05-23-2006

7/7

Diagram



Witness Name	Address	Phone
1		
2		

Narrative and additional witnesses:

Accident Investigation Notification Issued? ☐ Property Damage ☐

ON 05/15/06 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 NORTH ON SR 322/452. UNIT 1 PULLED OUT IN FRONT OF UNIT 2. THIS CAUSED A SEVERE CHAIR IMPACT TO UNIT 1. UNIT 2 APPLIED BRAKES EARLY SAVING THE ALCOHOLIC 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 DROVE 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# 800-000-0000
Pol Dpt address 814-706-1533

*** 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 Locust Ave Clearfield Pa 16830	Address
Phone# 800-000-0000 814-705-2491	Phone# 800-000-0000 PO# 3720384369
Claim/Policy#	Claim/Policy#
Injury	Injury
RENTER WAS WEARING SEATBELT	

Passengers	Witnesses
LUZZER* CHRIS*	

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

Driver's Signature: Karen Peterson 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

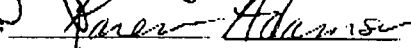
Did ERAC Vehicle Have Its Lights on at Time of Accident?

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: Driver's 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
1		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	Incl.		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

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Job Number:

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

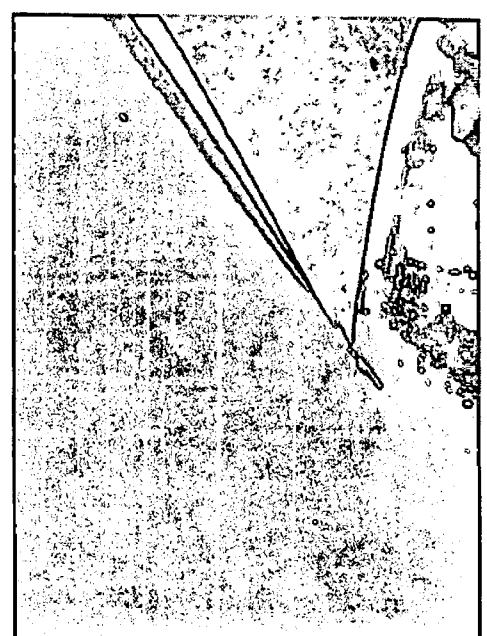
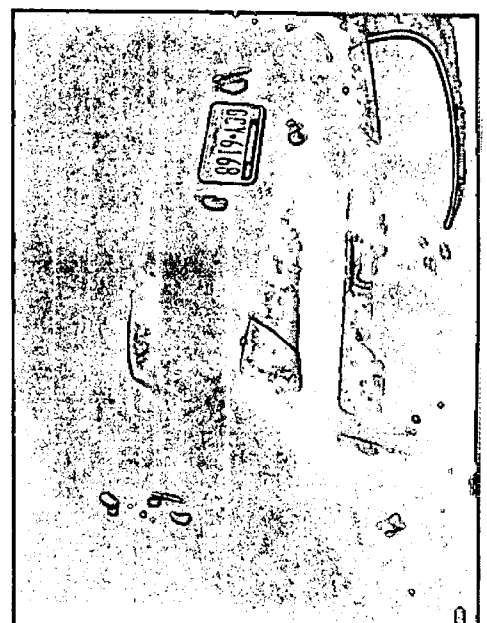
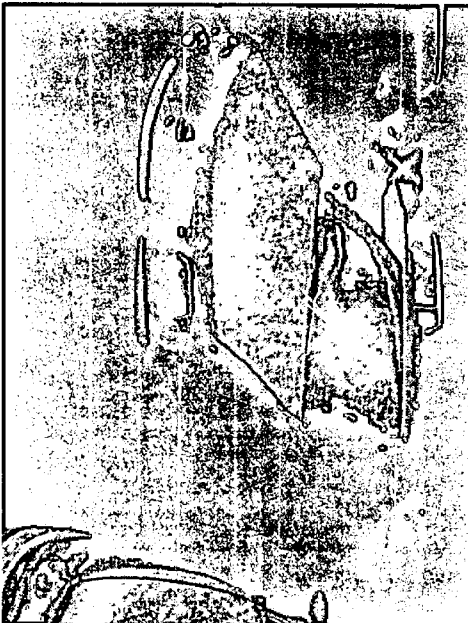
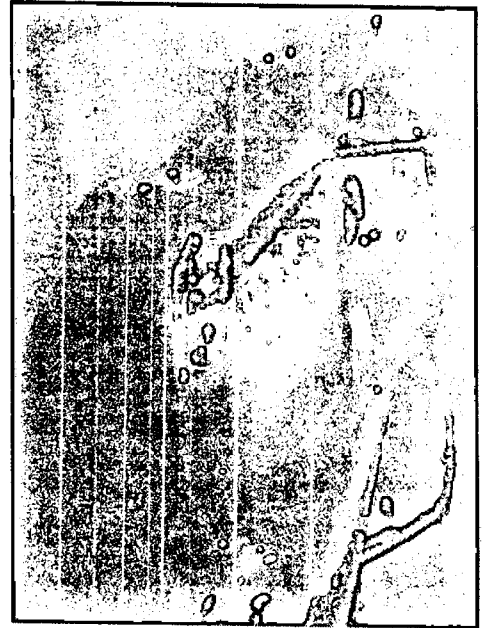
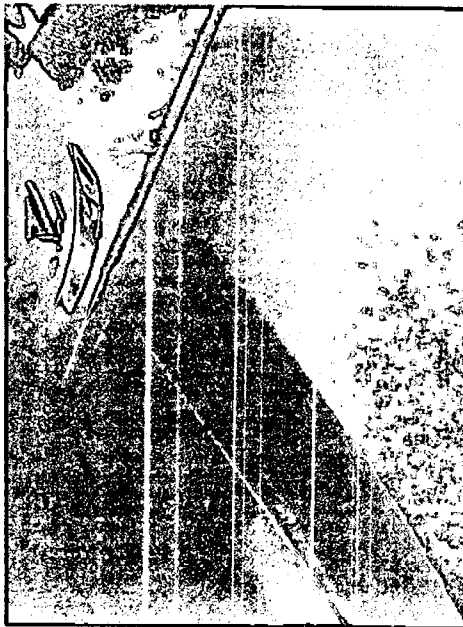
NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
103		REAR LAMPS					
104	R&I	RT Combo lamp assy Base, S	0		0.00	0.5	0.0
105		REAR BUMPER					
N 106*	R&I	R&I bumper cover	0		0.00	0.5	0.0
107#	Repl	CAR COVER	1		5.00 T	0.2	0.0
108#	Subl	TWO WHEEL ALIGN	1		41.00 T	0.0	0.0
109#	Repl	CORROSION PROTECTION (PER 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

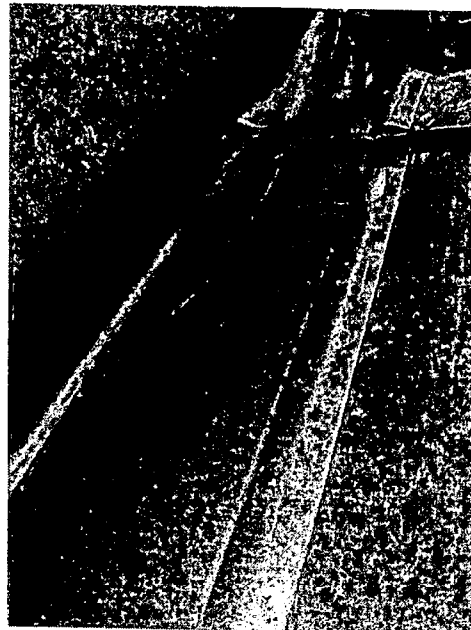
Line 2 : LT FRONT MOUNT TAB BROKEN OFF
Line 7 : LT HEAD LAMP MOUNT TABS BROKEN OFF
Line 106: TIME IS TO LOOSEN LT SIDE OF REAR BUMPER COVER FOR REFN
Line 111: CHIP GAURD NEEDED FOR LT ROCKER PANEL
Line 114: TIME IS TO ROUGH PULL LT UNI SIDE, FLOOR, APRON AND CENTER PILLOR FOR REPAIRS AND REPLACEMENT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

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
01:40 PM
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

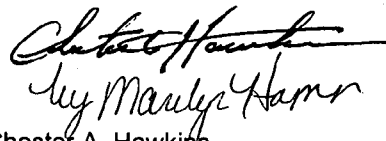
RETURN COSTS

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 issue
JUN 09 2008 to Amy
(S) 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

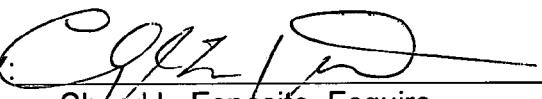
ENTERPRISE RENT A CAR COMPANY OF)	CIVIL ACTION – LAW
PITTSBURGH, INC.,)	
)	
Plaintiff,)	No. 2007-01387-CD
)	
vs.)	
)	
KAREN ADAMSON and JENNIFER)	
ADAMSON,)	
)	
Defendants.)	

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

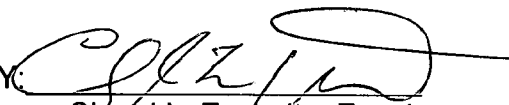
I, the undersigned counsel, do hereby certify that a true and correct copy of the foregoing **Praecipe to Settle and Discontinue** was served this 4th day of June, 2008, by U.S. Mail, first class, postage prepaid to the parties as follows:

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.

 LM

William A. Shaw, Prothonotary

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

FILED
M 10:45 AM
JUN 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

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



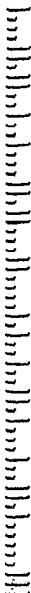
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RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

EC: 16800054949 *1173-14680-09-39



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Enterprise Rent a Car Company of Pittsburgh, Inc.

Vs.

No. 2007-01387-CD

Karen Adamson
Jennifer Adamson

CERTIFICATE OF DISCONTINUATION

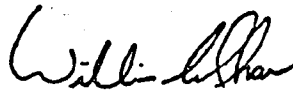
Commonwealth of PA
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A handwritten signature in cursive script, appearing to read "William A. Shaw", is written over a horizontal line.

William A. Shaw, Prothonotary