



Shared Service Division
POB 598205
Orlando, Florida 32859-8205
PHONE: 407-888-7465

November 13, 2002

Devy Kidd

Sacramento, CA

RE: Budget Claim Number: BUD-0313797
Loss of Use: \$131.98
Admin Fees: \$ 50.00
Amount Due: \$181.98

Dear Devvy Kidd:

This is to document that I disagree with your position that a renter in California is not responsible for the loss of use of the rental vehicle while the vehicle is being repaired or replaced.

After reading California Civil Code Section 1936, I have only been able to denote ambiguity. Please quote specifically from the Bill the language that notes the change you are referencing. Listed in chronological order from the Bill are the areas that I have denoted to be ambiguous:

#1. (C), (5)

"Damage waiver" means a rental company's agreement not to hold a renter liable for all or portion of any damage or loss related to the rented vehicle, any loss of use of the rented vehicle, or any storage, impound, towing or administrative charges."

Opinion: If accepting the damage waiver relieves the renter of any responsibility for the loss of use, not accepting the waiver must hold the renter responsible for loss of use.

#2. (4)

"For the purpose of converting the estimated time of repair into the same units of time in which the rental rate is expressed, a day shall be deemed to consist of eight hours."

Opinion: The Bill continues to outline how to convert a day of repair to a rental day because the renter is responsible for loss of use when the damage waiver is not accepted as stated in the previous above section.

#3. (d) (3)

"A claim against a renter resulting from damage or loss, excluding loss of use, to a rental vehicle shall be reasonable and rationally related to the actual loss incurred. A rental company shall mitigate damages where possible and may not assert or collect any claim for physical damage which exceeds the actual costs of the repairs performed or the estimated cost of repairs"

Opinion: The Bill excludes loss of use from this section because a description of direct damage is being outlined not indirect damage (i.e. loss of use). The Bill had previous to this section given several descriptions of the renter's responsibility and proper calculation for loss of use.

According to Black's Law Dictionary, "ambiguity exists if reasonable persons can find different meanings in a statute" or "when good arguments can be made for either of two contrary positions as to a meaning of a term in the document".

I must assume that if California legislation wanted to relieve a renter of their contractual responsibility for loss of use, they would have a) clearly stated their intent and b) removed the confusing language or the ambiguity that I mentioned in #1 and #2.

Therefore, unless you can be more specific, I will continue to hold you contractually responsible for loss of use relating to the damages or replacement of the rental vehicle. If payment is not received within 15 days of this letter, your file may be placed with an outside collection agency or when applicable charged to the credit card presented at the initiation of the rental.

When possible we require our collection agencies to apply their fees to the amount placed.

If you have any questions, please contact me at the number listed below.

Sincerely,

A handwritten signature in cursive script, appearing to read 'L. Tolliver'.

Lisette Tolliver
Recovery Department
Ltolliver@budgetgroup.com
(800) 551-5998 x 7282
(407) 888-7479 fax