

FRANCHISE DISCLOSURE DOCUMENT



Budget Rent A Car System, Inc.
A Delaware corporation
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Parsippany, New Jersey 07054
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www.budget.com

A Budget Franchise is a business of renting automobiles, without drivers, to the general public, for periods of 180 days or less under the Budget Trademarks.

The total investment necessary to begin operation of a Budget Franchise, assuming that you finance 100% of your rental car fleet, ranges from \$605,500 to \$1,568,400 for a Budget Franchise with a 30-car fleet and a territory of 55,000 people. This includes the Initial License Purchase Fee of up to \$30,000 (\$25,000 plus an additional \$5,000) for a territory with a population of 55,000.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying exhibits carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Ms. Shari Asarch in the Franchise Operations Department at 379 Interpace Parkway, Parsippany, New Jersey 07054, by telephone at (973) 496-8885 or via email at Shari.Asarch@avisbudget.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP, or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may be laws on franchising in your state. Ask your state agency about them.

Issuance date of this Franchise Disclosure Document: April 29, 2024

BUDGET FDD

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TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	3
ITEM 2 BUSINESS EXPERIENCE	5
ITEM 3 LITIGATION	6
ITEM 4 BANKRUPTCY	10
ITEM 5 INITIAL FEES	10
ITEM 7 ESTIMATED INITIAL INVESTMENT	20 <u>21</u>
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	23
ITEM 9 FRANCHISEE’S OBLIGATIONS	25 <u>26</u>
ITEM 10 FINANCING	28 <u>29</u>
ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	29
ITEM 12 TERRITORY	53
ITEM 13 TRADEMARKS	54 <u>55</u>
ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	56 <u>57</u>
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	57 <u>58</u>
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	57 <u>58</u>
ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	58 <u>59</u>
ITEM 18 PUBLIC FIGURES	62 <u>63</u>
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	62 <u>63</u>
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	64 <u>65</u>
ITEM 21 FINANCIAL STATEMENTS	72 <u>73</u>
ITEM 22 CONTRACTS	73 <u>74</u>
ITEM 23 RECEIPTS	73 <u>74</u>

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

In this disclosure document, “**Budget**” means Budget Rent A Car System, Inc., the franchisor. “**You**” or “**Your**” means the person awarded a Budget Franchise. If you are a corporation, partnership, limited liability company, or other business entity, certain provisions of the Budget Rent A Car System License Agreement (together with all Exhibits and ancillary agreements, the “**Budget License Agreement**” or “**License Agreement**”) (**Exhibit H**) also will apply to your owners under the Nondisclosure and Noncompetition Agreement (**Exhibit C** to the Budget License Agreement) and Personal Guarantee (**Exhibit A** to the Budget License Agreement).

Budget incorporated in Delaware on July 26, 2002. Its principal business address is 379 Interpace Parkway, Parsippany, New Jersey 07054. Budget does not do business under any other name. Budget is a wholly owned subsidiary of Avis Budget Car Rental, LLC (“**ABCR**”), which in turn is a subsidiary of Avis Budget Group, Inc. (“**ABG**”), formerly known as Cendant Corporation (“**Cendant**”). Budget’s agents for service of process are listed in **Exhibit A**.

The Budget Franchise

Budget franchises the right to own and operate a business under Budget’s Proprietary Marks (as defined below) (a “**Budget Franchise**”) to rent automobiles, without drivers, to the general public, for periods of 180 days or less, under various trademarks, trade names, and service marks that Budget owns and licenses to you to use, including “Budget Rent A Car” (collectively, “**Budget’s Proprietary Marks**”), and that uses uniform operating methods distinctively associated with Budget’s Proprietary Marks, which Budget may periodically supplement and modify (the “**Rent A Car System**”). (In this disclosure document, the word “including” means “for example.”) A network of mutually interdependent vehicle rental businesses operating under the “Budget” name (“**Budget Rent A Car businesses**”), including those that Budget, its subsidiaries and affiliates, and its franchisees operate (collectively, the “**Network**”), promotes the Rent A Car System. Budget has offered Budget Franchises since April 2003 and has operated vehicle rental businesses, both directly and through independent agents, since November 2002. Budget may waive or negotiate the License Fee, Development Requirements, and certain other provisions of the Budget License Agreement.

While using Budget’s Proprietary Marks, Budget Franchises also perform various services associated with the car rental industry and identified in the Budget License Agreement, including the sale of loss damage waivers. Subject to Budget’s approval, Budget Franchises may, and if Budget requires, must, in addition to renting vehicles, sell or rent to vehicle rental customers certain products and services directly related to the vehicle rental business, such as optional insurance services, loss damage waivers, refueling services, child seats, navigational devices, portable XM radios, and tire chains. Your Budget Franchise must offer all the products and services that Budget requires for your Budget Franchise, and may not offer any products and services that Budget has not authorized. You are not authorized to sell used vehicles using Budget’s Proprietary Marks.

You must participate in the “**Corporate Rate Program**,” with regard to **National Accounts** (See Art. VI of **Exhibit H**), as such accounts are designated by Budget from time to time. The **Corporate Rate Program** is a program offering corporate customers special rates and benefits in return for the volume of rental car business that they provide to the Network. You must also utilize the Wizard System, a computerized rental and reservations system (“**Wizard**”) for all your locations under agreements you must execute with ABCR (see Items 6, 8, 11, and 16.)

Budget Franchises compete with all other businesses that rent vehicles to business and leisure customers including our affiliates. In the United States, the car rental industry includes regional, national, and international chains, and local, independent stores, which operate predominantly in non-airport

Name of Fee	Amount	Due Date	Remarks
Transfer Fees	<p>The transfer fee will be \$2,500 (\$5,000 if private stock offering) plus up to \$7,500 in out-of-pocket expenses during the review and approval process. 5% of the sales price, ranging from \$2,500 to \$100,000 depending on your size and complexity of work needed. Out of pocket expenses range from \$7,500 for very small franchisees to \$100,000 for very large franchisees</p>	<p>\$2,500 deposit (\$5,000 if private stock offering) when you request approval, remainder upon invoice from Budget for <u>including</u> additional out-of-pocket <u>out of pocket</u> expenses.</p>	<p>No transfer fee is due, and Budget will refund any paid deposit, if transfer (other than stock offering) is not completed because Budget fails to approve it. You are responsible for the payment of all your out-of-pocket expenses.</p>
Inspection	<p>Cost of inspection, including normal daily compensation, traveling expenses, room, and board</p>	<p>As incurred</p>	<p>Payable only if inspection discloses that you failed to comply with any provision of your Budget License Agreement or the Manual in a manner that would permit Budget to terminate your Budget License Agreement</p>
Interest	<p>2% over the prime interest rate (listed in the <i>Wall Street Journal</i> or other publication Budget selects) as of the 1st day of each month or highest rate the law allows, whichever is less</p>	<p>When any monies, which in any manner relate to your Budget Franchise, are not received by Budget or its affiliates when due</p>	<p>Interest begins to accrue the day after any monies are due.</p>
Cost of Correcting Deficiencies	<p>Budget's costs and expenses</p>	<p>As incurred</p>	<p>If you fail to correct operational deficiencies after notice, Budget may (but need not) correct the deficiencies, and you must reimburse Budget's costs and expenses.</p>

- 11 Budget does not offer financing (directly or indirectly) for any part of the initial investment.
- 12 This is only an estimate of the range of initial operating expenses you may incur (other than items identified separately in the table). These amounts are the minimum recommended levels to cover your operating expenses for 3 months. However, we cannot guarantee that this amount will be sufficient. Additional working capital may be required if sales are low or fixed costs are high. The disclosure laws require us to include this estimate of all costs and expenses to operate your franchise during the “initial phase” of your business, which is defined as 3 months or a longer period if “reasonable for the industry.” We are not aware of any established longer “reasonable period,” so our disclosures cover a 3 month period. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards.

To maintain a uniformly high standard of performance among all Budget Rent A Car businesses, you must develop and operate your Budget Franchise in strict compliance with the Budget License Agreement and all standards, specifications, and operating procedures that Budget designates, including but not limited to the Budget Rent A Car Administration Manual (the “**Manual**”), as Budget may periodically modify them (the “**Standards**”). If Budget requires, your Budget Franchise must use the vehicle models that Budget periodically specifies in the Standards or otherwise in writing. Budget does not currently specify makes or models for the vehicles that Budget Franchises rent, but you must maintain all vehicles in a clean and presentable condition and maintain the quality standards that Budget periodically specifies for vehicles. Standards also govern the letter and number symbols you must use for communicating rental rates, vehicle types, credit cards, and other similar information related to rental transactions. Budget formulates and modifies its Standards based on its and other Network members’ experience in developing and operating Budget Rent A Car businesses. Budget will notify you in the Manual and in other written or electronic communications of the Standards (and modifications to the Standards).

Other required and optional agreements provide specifications for purchases or leases during the establishment or operation of your Budget Franchise. The Intercity Rules and Regulations contain specifications (including rental rates) for aspects like fleet size and insurance. The Corporate Rate Program regulates some aspects of your rental rates, incentives, and other terms of transactions with Corporate Rate Program customers. Budget and its affiliates may periodically modify these standards and specifications.

Other than a non-controlling interest in our ultimate parent, none of our officers own an interest in any supplier.

Designated and Approved Suppliers.

Your Budget Franchise must participate in Wizard, according to the Rental System Agreement. ABCR administers the Wizard System and is the only supplier of reservation and rental system services to Budget Franchises. ABCR also provides reservation and rental processing services using Wizard for Avis and the Avis Rent A Car business network. All of the fees and other revenues that ABCR currently receives from Budget Franchises for providing Wizard services are described in Item 6. During 2023, Wizard Services, Inc. received approximately \$2,569,015.49 from providing reservation services to the Network (based on Wizard Service, Inc.’s internal unaudited financial records) which represents ~~100~~1.14% of its total revenue of ~~\$~~\$224,516,213. Except as described in this Item, neither Budget nor its affiliates derive any revenue as a result of required purchases or leases of franchisees.

SUBJECT	CLASSROOM TRAINING (minutes)	HOURS OF ON-THE-JOB TRAINING	LOCATION
Truck Manual Agreement Training (Recording)	30	0	Workday Learning-Based Training
ABG Ultimate Test Drive Part I	15	0	Workday Learning-Based Training
ABG Ultimate Test Drive Part 2	12	0	Workday Learning-Based Training
Ancillary Sales: Core and Steps Summary Job Aid (Printable)	5	0	Workday Learning-Based Training
Ancillary Sales: Step 5 Other Services Dialogue and Objections Job Aid (Viewable)	5	0	Workday Learning-Based Training
Ancillary Sales: Step 3 Handling Objections Job Aid (Viewable)	5	0	Workday Learning-Based Training
Ancillary Sales: Step 3 Handling Objections Job Aid (Printable)	5	0	Workday Learning-Based Training
Ancillary Sales: Step 5 Other Services Dialogue and Objections Job Aid (Printable)	5	0	Workday Learning-Based Training
Ancillary Sales: Steps 1-6 Dialogue Ideas (Printable)	5	0	Workday Learning-Based Training
Ancillary Sales: Steps 1-6 Dialogue Ideas (Viewable)	5	0	Workday Learning-Based Training
Wizard Chip and PIN E-learning	20	0	Workday Learning-Based Training
Wizard GUI Chip and PIN E-learning	20	0	Workday Learning-Based Training
Wizard Chip and PIN Guide	15	0	Workday Learning-Based Training
Wizard GUI Chip and PIN Guide	15	0	Workday Learning-Based Training
Customer Led Experience Series: Creating Employee Enthusiasts	27	0	Workday Learning-Based Training
Customer Led Experience Series: Creating Employee Enthusiasts	27	0	Workday Learning-Based Training
Customer Led Experience: Activity - Net Promoter Score (NPS) Scavenger Hunt (Inactive)	20	0	Workday Learning-Based Training
Customer Led Experience: Activity - Becoming a C.E.O. (Customer Experience Owner) (Inactive)	10	0	Workday Learning-Based Training
Avis App Dialog: Courtesy Bus Drivers	15	0	Workday Learning-Based Training
Preparing for Chip and PIN PED Devices	7	0	Workday Learning-Based Training
Preventing Fraud Using the 365 ID Scanner	5	0	Workday Learning-Based Training
Canada P-Products Training	10	0	Workday Learning-Based Training
TOTAL	4,769	0	

All training programs are offered to new franchisees and are currently provided via web-based training.

Computerized Rental System.

Under the Budget License Agreement, you must enter into a Rental System Agreement with ABCR that governs your use of Wizard. Wizard generates and stores reservation, rental, and customer data, to which Budget has unlimited, independent access. Under the Rental System Agreement you must acquire, install, and maintain certain computer hardware software and communications equipment, which will vary depending on whether you choose to connect to Wizard via the Internet. Your estimated cost to acquire and install such equipment per connected workstation is approximately \$3,000–\$4,500. If you choose to use a PC, your estimated cost to acquire and install such equipment per workstation is approximately \$1,500 with monthly costs estimated at approximately \$190. These amounts are per

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending June 28, 2024
Hawaii	Not Registered
Illinois	Pending Not Registered
Indiana	Pending
Maryland	Pending Not Registered
Michigan	January 15, 2024
Minnesota	Pending
New York	Pending Not Registered
North Dakota	April 30, 2024
Rhode Island	Pending Not Registered
South Dakota	Pending April 30, 2024
Virginia	Pending Not Registered
Washington	Pending
Wisconsin	April 30, 2024

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**RECEIPT
(FOR FRANCHISOR)**

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Budget offers you a franchise, Budget must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale.

Several states, including New York require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Several states, including Michigan, require that we give you this disclosure document at least 10 business days before execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Budget does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

Budget Car Rental System, Inc. authorizes the agents listed in Exhibit A to receive service of process on our behalf.

The name, principal business address, and telephone number of each franchise seller offering the franchise is: _____

Issuance Date: April 29, 2024

I have received a disclosure document issued on April 29, 2024 and effective in the franchise registration states on the dates listed in Exhibit A. This disclosure document included the following Exhibits:

- A State Agencies/Agents for Service of Process/State Effective Dates
- B Laws and Regulations Concerning the Car Rental Industry
(Including Disclosures Regarding Americans with Disabilities Act)
- C FTC Consent Orders
- D Confidentiality Agreement
- E List of Franchisees
- F List of Former Franchisees and Franchisees Who Have Not Been in
Communication with Budget
- G Financial Statements of Avis Budget Group, Inc.
- H Budget Rent A Car System License Agreement, including Nondisclosure and
Noncompetition Agreement
- H-1 SBA Addendum
- H-2 General Release
- I Rental System Agreement
- J Intercity Rules and Regulations
- K State-Specific Additional Disclosures and Riders
- L Table of Contents of Manual

Date of Receipt: _____

Prospective Franchisee
Budget Rent A Car of _____

Please sign this copy of the receipt, date your signature, and return it to Budget Rent A Car System, Inc., 379 Interpace ~~Parlway~~Parkway, Parsippany, NJ 07054

3. The following language is added following the Item 17 charts:

“With respect to franchises governed by Minnesota law, Budget will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Budget License Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit Budget in certain cases from requiring litigation to be conducted outside Minnesota. Those provisions also provide that no condition, stipulations or provision in the Budget License Agreement shall in any way abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any procedure, forum or remedies that the laws of the jurisdiction provide.

Minn. Rule Part 2860.4400J prohibit a licensee in certain cases from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, termination penalties or judgment notes. However, Budget and you agree to enforce these provisions in the Budget License Agreement to the maximum extent the law allows.

Any release required as a condition of transfer/assignment will not apply to the extent prohibited by the Minnesota Franchises Law.”

4. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

NEW YORK

1. The following risk factors are added to the cover page of the Franchise Disclosure Document:

“SPECIAL RISK FACTORS:

1. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE,

certain specified cases, that a licensee be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of the License Agreement.”

6. **Non-Competition**. The third and fourth sentences of Paragraph 11.9 of the License Agreement are deleted in their entirety and the following sentences are substituted in their place:

“Licensee further acknowledges the impossibility of accurately determining the tangible and intangible damages which Budget will suffer if Licensee fails or refuses to adhere to this provision or the provisions of **Paragraph 1.6** or **2.4** hereof and accordingly agrees that Budget may seek entry, without prior notice, to the extent that applicable notice requirements may be waived, of temporary and permanent injunctions against Licensee’s breach of such provisions. Licensee further agrees that Budget may seek an amount equal to the aggregate of Budget’s costs of obtaining any such temporary and permanent injunctive relief, including all costs of investigation and proof of facts, court costs and attorney’s fees.”

7. **New Jersey Law Governs**. The following language is added to the end of Paragraph 14.7 of the License Agreement:

“Pursuant to Minn. Stat. Section 80C.21 and Minn. Rule Part 2860.4400J, this section shall not in any way abrogate or reduce Licensee’s rights as provided in Minnesota Statutes, 1984, Chapter 80C, including any right to submit matters to the jurisdiction of the courts of Minnesota.”

8. **Consent to Jurisdiction**. The following language is added to the end of Paragraph 14.8 of the License Agreement:

“Pursuant to Minn. Stat. Section 80C.21 and Minn. Rule Part 2860.4400J, this section shall not in any way abrogate or reduce Licensee’s rights as provided in Minnesota Statutes, 1984, Chapter 80C, including any right to submit matters to the jurisdiction of the courts of Minnesota.”

9. **Waiver of Punitive Damages and Jury Trial**. The following language is added to the beginning of Paragraph 14.10 of the License Agreement:

“Except as otherwise required by the Minnesota Franchises Law and”

10. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.