



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
HEADQUARTERS, JOINT READINESS TRAINING CENTER AND FORT POLK
OFFICE OF THE STAFF JUDGE ADVOCATE
7090 ALABAMA AVENUE, BUILDING 1454
FORT POLK, LOUISIANA 71459

AFZX-JAC

1 June 2011

MEMORANDUM FOR Personnel Concerned

SUBJECT: Government Travelers on Temporary Duty (TDY) with an Authorized Rental Vehicle

1. Defense Travel Management Office (DTMO) implements U.S. Government Rental Agreement Number 4 effective as of October 15, 2010. Agreement #4 covers passenger cars, sports utility vehicles, station wagons, vans (7 passengers), and small pick-up trucks. Autorent and National agree to cover 7 and 15 passenger vans. For vehicles rented before October 15, 2010, the U.S. Government Rental Car Agreement Number 3 applies. The U. S. Government Truck Rental Agreement covers the rental of pickup, cargo vans, utility and straight trucks.
2. All Government Travelers must follow the procedures outlined in the applicable agreement. If you fail to invoke the agreement, your unit's TDY funds must pay for any rental vehicle damage. If the Army determines you were not in the course and scope of employment at the time of the accident, you may be personally liable for the rental vehicle damage. As a contract claim, rental vehicle damages cannot be paid through the Federal Tort Claims Act or Military Claims Act. Typically, the rental company's insurance policy or the United States covers any 3rd party property damage or personal injury. Further details are available at the DTMO website at <http://www.defensetravel.dod.mil>.
3. Choose a rental company listed on the U.S. Government Car Rental Agreement #4. See <http://www.defensetravel.dod.mil/Docs/CRAgreementPOCs.pdf>.
4. **You must book the "government rate" or charge the Government Administrative Rate Supplement (GARS)** to invoke Agreement #4. This is a major change from Agreement #3! If you booked a rental car at a rate other than the Government Rate, ask the rental company to charge the government rate and reflect this change on the rental control before you sign the rental contract.
5. Use Defense Travel System (DTS) to book your rental vehicle. Also, pay for the rental vehicle with the government VISA credit card as the VISA credit card may cover rental vehicle damages.
6. Decline any additional insurance or collision damage waiver (LDW/CDW) offered by the rental company.
7. If your rental car sustains damage you should:

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a. Immediately notify the rental company and local law enforcement. In Louisiana and other states, the failure to report an accident may result in you paying the repair cost. Report this incident to your supervisor and request a determination as to whether or not the incident occurred in the course and scope of your employment.

b. If you paid with the government credit card, report the incident to VISA at 1-800-VISA within 45 days. VISA may cover the damages, however, you must timely report the incident to VISA and submit the accident report, rental agreement, repair estimate, photos, police report, and scope of employment statement.

c. Notify the Fort Polk Claims Office of the incident and indicate whether or not the incident involved 3rd party property damage or personal injury. Direct any 3rd party questions or inquiries regarding this accident to the Fort Polk Claims Office. If the rental company attempts to charge you or the government credit card for the rental vehicle's damage, the Fort Polk Claims Office (FPCO) will contact the rental company to resolve the dispute. The FPCO will need you to provide all paperwork related to the incident such as the accident report, rental agreement, repair estimate, photos, police report, and scope of employment statement. Do not delay in contacting the FPCO as the rental company may report your failure to pay to a debt collection agency or prohibit you from renting vehicles.

8. Agreement #4 typically prohibits a rental company from charging you or the United States for the rental vehicle damages. However, Agreement #4 excludes damage caused by improper use of the rental vehicle or loss of rental vehicle's keys.

9. The Truck Rental Agreement covers pickup, cargo vans, utility and straight trucks (commercial). The Truck Rental Agreement only apply to Budget Truck Rental Inc., Enterprise Rent-A-Car, Nissan Rent-A-Car, and Payless Car Rental. See <http://www.defensetravel.dod.mil/Docs/TRAgreementPOCs.pdf>. The renter must be 21 years old.

10. If you are involved in a rental car accident, you may submit questions directly to DTMO at <https://www.defensetravel.dod.mil/Rental>.

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11. If you have any questions, please contact the Fort Polk Claims Office at 337-531-2636/1576/1197. Our Customer Service hours are Monday through Friday from 0800-1130 and 1230 -1630. We are closed on all Federal holidays. The Claims Office is located at 7090 Alabama Avenue, Building 1454, Fort Polk, Louisiana 71459. You may consult our website at <http://www.jrtc-polk.army.mil/SJA/CL.html> or visit our facebook page at “Fort Polk Claims Office”.

FOR THE STAFF JUDGE ADVOCATE: