

# Avis Contract Summary

AWD #113400  
State Term Contract 518-020-10-1  
Vehicle Rentals: Autos Only

## Contents

1. Agency Travel Guidelines	1
2. Avis Account Representatives	2
3. Avis Account Representative for Billing and General Questions	2
4. Avis Preferred	2
5. Avis Rent-A-Car Rental Rates	2
6. Avis Reservations	3
7. Drivers under the age of 25	4
8. Drop of Charges	4
9. Emergency Roadside Assistance	4
10. Employee Gifts, Rebates, and Coupons Received from Vendors	4
11. SUV Rental under an Emergency Executive Order	4
12. Highway Toll Administration – (eToll by Avis) Toll road charges	4
13. Insurance Coverage	4
14. Mandated Fees	5
15. Mandatory Seat Belt Use (In-State and Out-of-State)	5
16. Methods of Payment	5
17. One-Way Rentals	6
18. Parking and Other Traffic Violations	6
19. Parking of Personal Vehicles	6
20. Personal Use of Contract, described as a rental not reimbursed by State	6
21. Proof of Valid Drivers License	7
22. Recommended Vehicle Class / Energy Conservation	7
23. Reimbursement for Fuel Purchased	7
24. Rental Vehicle Contract Taxes	7
25. Renting “Non-Contract” Vehicles From Avis	8
26. Reporting Accidents	8
27. Restrictions on hybrid vehicles	8
28. Avis Locations	8
29. Southwood Location - Tallahassee	8
30. Special Rates	8
31. State of Florida Contract Administrator	9
32. Taxes	9
33. Tax Exemption	9
34. Smoke-Free Fleet	9

## 1. Agency Travel Guidelines

Review each trip to determine if it is more economical to rent a vehicle from the state contract or pay mileage for the use of privately owned vehicles. The state rental car contract may be found at this site: [http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/rental\\_vehicles2](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/rental_vehicles2).

Be cognizant of any additional travelers that may be going on state business to the same location. If this occurs, try to coordinate plans so that employees may travel together.

If you have employees who travel frequently and they have not been issued a purchasing card, you should request a restricted use card for these employees to take advantage of the tax savings and \$2.00 per day surcharge. All employees should be reminded to use the purchasing card to pay for official travel

related expenses and they should make sure that the providers are giving them the tax exempt status that is provided by law.

## 2. Avis Account Representatives

Avis Rent-A-Car Account Representatives that may be contacted for assistance are listed below.

**Global Account Manager:** Perry Fry, 404-577-5450, [perry.fry@avisbudget.com](mailto:perry.fry@avisbudget.com)

**Global Account Coordinator:** Royce Newberry 404-577-5450, [royce.newberry@avisbudget.com](mailto:royce.newberry@avisbudget.com)

**Account Service Representative:**

Sharon McCarty, 800-525-7521 Ext. 32520, [Sharon.mccarty@avisbudget.com](mailto:Sharon.mccarty@avisbudget.com)

**Florida/Tallahassee Operations Representatives:**

Paul Cheatham, 850-433-0011, [paul.cheatham@avisbudget.com](mailto:paul.cheatham@avisbudget.com)

Jennifer Cryer, 850-232-7192, [jennifer.cryer@avisbudget.com](mailto:jennifer.cryer@avisbudget.com)

## 3. Avis Account Representative for Billing and General Questions

The main contact for billing problems, contract adjustments, general questions, Avis Preferred enrollment and direct billing with purchase order and faxed receipts is:

Sharon McCarty, 800-525-7521 Ext. 32520, [Sharon.mccarty@avisbudget.com](mailto:Sharon.mccarty@avisbudget.com)

## 4. Avis Preferred

Avis Preferred Service (Global Electronic Billing Wizard Number) or (Global Electronic Shared Credit) Avis has the ability to set up a credit card for users who use another person's credit card (NOTE: You must adhere to state or local government or agency policies and procedures regarding the use of government procurement or travel card programs). When set up, the renter doesn't have to personally have the credit card with them when renting a vehicle.

Registering with Avis Preferred allows the renters to go directly to the car and bypass the counter, wherever Avis Preferred service is available. An eligible user may sign up and receive a Wizard Number for Avis Preferred at Avis.com. A special url has also been established for State agency employees to sign up for Avis Preferred: <https://www.avis.com/car-rental/profile/go.ac?A113400>. By signing up for Avis Preferred eligible users will build a profile to use when making reservations and renting a car. Note, if a Purchase Order is used to procure a rental, Avis Preferred is not allowed because pre-authorization is required prior to the rental and has to be approved by Avis.

## 5. Avis Rent-A-Car Rental Rates

IN-STATE RENTALS				
Car Group	Daily	Hourly	Weekly*	Monthly**
Subcompact (EDAR)	\$20.75	\$4.15	\$124.50	\$539.50
Compact (CCAR) <b>(STATE RECOMMENDED CLASS)</b>	\$25.75	\$8.58	\$180.25	\$669.50
Mid Size/Intermediate (ICAR)	\$26.75	\$8.92	\$187.25	\$695.50
Full Size 4 door (SCAR/FCAR)	\$29.75	\$7.44	\$190.28	\$773.50
Minivan (MVAR)	\$35.75	\$11.92	\$250.25	\$929.50
12 Passenger Van (SKAR)	\$44.80	\$14.93	\$268.80	\$985.60

Standard SUV (SFAR)	\$30.75	\$7.69	\$184.50	\$676.50
Standard SUV (SFAR) ***Exec Order	\$19.75	\$3.95	\$118.50	\$434.50

The minimum rental charge is one day. \*Weekly Rates are for rentals of 7 days in length. \*\*Monthly Rates are for rentals of 28 days in length, after 28 days each rental agreement must be "closed" (the customer must return to Avis) and a new agreement written for the next rental period.

In-State rentals include unlimited mileage, with the exception of personal One-Way rentals; Avis' standard one-way rates will apply to personal rentals.

"In-State" rental rates apply to rentals that are picked-up and returned within the state of Florida.

<b>OUT-OF-STATE RENTALS</b>				
<b>Car Group</b>	<b>Daily</b>	<b>Additional Hours</b>	<b>Weekly*</b>	<b>Monthly**</b>
Subcompact (ECAR)	\$23.75	\$4.75	\$142.50	\$522.50
Compact (Class CCAR) ( <b>STATE RECOMMENDED CLASS</b> )	\$29.75	\$5.95	\$208.25	\$654.50
Mid Size/Intermediate (ICAR)	\$32.75	\$6.55	\$229.25	\$720.50
Full Size 4 door (SCAR/FCAR)	\$36.75	\$7.35	\$233.28	\$808.50
Minivan (Class /MVAR)	\$42.75	\$8.55	\$279.47	\$940.50
12 Passenger Van (SKAR)	\$44.80	\$8.96	\$268.80	\$985.60
Standard SUV (SFAR)	\$37.75	\$7.55	\$226.50	\$830.50
Standard SUV (SFAR) ***Exec Order	\$19.75	\$3.95	\$118.50	\$434.50

The minimum rental charge is one day. \*Weekly Rates are for rentals of 7 days in length.

\*\* Monthly Rates for rentals of 28 days in length, after 28 days each rental agreement must be "closed" (the customer must return to Avis) and a new agreement written for the next rental period.

Out-of-State rentals include unlimited mileage, with the exception of personal One-Way rentals; Avis' standard one-way rates will apply to personal rentals.

## **6. Avis Reservations**

**To Make Reservations: Call 1-800-338-8211, or go to Avis' website: [Avis.com](http://Avis.com). Reference: AVIS State of Florida AWD #A113400 (or division's own AWD #)**

State government travel guidelines instruct employees to book a Compact (Section 2) car, unless the items carried or number passengers traveling merit reserving a larger car. Reserving and being charged for a Compact (Section 2) vehicle is the responsibility of the employee, not AVIS. To better assist the vendor, please make your car reservations as far in advance as possible. In addition, please be diligent to cancel reservations that are no longer needed. This helps AVIS to plan and meet all fleet requirements.

Note: The Compact (Section 2) rental rate is not guaranteed without an advance confirmed car reservation for a compact class rental vehicle.

**Making and Cancelling Reservations:** Reservations for vehicles should be made as soon as travel plans are known. Reservations should be made in advance by calling the toll free number listed below, via Avis.com, or by calling your travel agent. Agency must request State of Florida contract rates, and reference the AWD (Avis Worldwide Discount) #A113400 (or division's own AWD #) to assure the state rental rate is received.

## **7. Drivers under the age of 25**

Most car rental companies have strict guidelines regarding renting to drivers under the age of 25. This contract provides that any state employee or eligible customer under the age of 25, but over the age of 18, can rent a car for business purposes from AVIS, but they must (a) have their rental billed directly to the Agency or State P-Card (authorized signer or the credit card presented for rental payment) and (b) must be in the name of the party renting the vehicle. Authorized additional drivers are business associates, spouse and significant life partner living in the same household. All authorized additional drivers must be 25 years of age or above. Eligible users according to Fla. Stat. 112.061 which may be under the age of 21; could become an eligible user if requested to appear for an appointment; or hearing and the agency is permitted to issue a Purchase Order for a rental to allow transportation of that individual to meet their appointment.

## **8. Drop of Charges**

No Drop of Charges will apply to any rental, business or personal.

## **9. Emergency Roadside Assistance**

In the rare event the car breaks down, has a flat tire or won't start, day or night, Avis is at your call in an emergency. Renters may dial the Avis hotline at **1-800-354-2847** for prompt assistance. Avis can also assist renters if they lose a key, lock themselves out of the car or run out a gas, but an additional fee may apply.

## **10. Employee Gifts, Rebates, and Coupons Received from Vendors**

Under the terms and conditions of this contract the value of all promotional gifts, rebates, coupon programs, etc. initiated during the contract term will be provided in the form of discounts from the daily rental rates. Vehicles rented under the State contract terms and conditions will not be included in any frequent traveler or frequent flyer program. Additional discounts, coupons, or forms of rebates may not be used in conjunction with State rates.

## **11. SUV Rental under an Emergency Executive Order**

If the Governor signs an executive order placing the State of Florida under a state of emergency, the special Standard SUV Executive Order rate will be made available to first responders going to a disaster area. Reservations for the SUV vehicles will be based upon available supply.

## **12. Highway Toll Administration – (eToll by Avis) Toll road charges**

Highway Toll Administration (HTA) charges or Avis eToll charges for Florida Toll road usage are not addressed under the State Term Contract # 518-020-10-1 Vehicle Rentals; Autos and Trucks. Please refer to your entities accounting department or Department of Financial Services for guidance towards payment of these charges.

## **13. Insurance Coverage**

Primary third party liability insurance coverage is provided in the rental cost in the following amounts: \$100,000/\$300,000 bodily injury and \$200,000 property damage insurance when the vehicle is rented by an Eligible Customer for business purposes. Contractor assumes all loss damage to the AVIS car whether due to fire, accident or collision when vehicle is rented for State, or eligible customer, business purposes. Collision damage Loss Damage is assumed by the contractor and payment of the daily CDW, Collision Damage Waiver, or LDW, Loss Damage Waiver, fee is not authorized. All drivers must have a valid driver's license and are required to drive the rental vehicle in a safe, prudent manner, in accordance to State laws, in accordance with the Avis rental terms and conditions and under provisions of State

owned vehicle use. The Renter is responsible for purchasing insurance for vehicles rented for personal or leisure use or when renting a non-contract vehicles.

**Note:** The rental vehicle contract includes an insurance override agreement that covers licensed drivers, other than the individual that rented the vehicle, that use the vehicle with the permission of the renter with all insurance and benefits provided under the rental agreement. The State employee or eligible customer must pick up the vehicle. This coverage is provided to business associates, spouse, significant life partner living in same household, and children of the renter above the age of 25 that are living at home. Rentals for State contractors and subcontractors must be paid directly by the State or eligible customer (via Avis Central Billing, direct billing using purchase order, or State Purchasing Card) for State rates, insurance, and benefits to apply. Many rental agreements do not provide full insurance coverage if other than the renter is operating the vehicle.

**Note:** Refer to number 20 below, "Personal Use" for information regarding insurance coverage on vehicles rented for leisure or personal use.

#### **14. Mandated Fees**

Contractor is required to collect all local, state and federal government imposed taxes and fees and to collect all mandated concession, security and facility fees. Current list of mandated concession, security and facility fees is on file with the Department of Management Services, Division of Purchasing.

#### **15. Mandatory Seat Belt Use (In-State and Out-of-State)**

Under the provisions of Administrative Rule 60B-1.012 Safety, all seated occupants of state rented vehicles are required to utilize the seat belts or occupant restraint system provided. Failure to utilize seat belts or occupant restraint system shall be considered improper use of a vehicle and shall subject employees to disciplinary action. If an accident resulting in injury to an employee occurs and the employee is not utilizing the seat belts or occupant restraint system provided, and the failure to use the seat belts or occupant restraint system provided contribute to injuries received, worker's compensation benefits may be reduced under the provisions of Section 440.09(4), Florida Statutes.

**Note:** Rule 60B, FAC, instructs agencies to have their employees operate a vehicle in the safest manner possible and by manufacturer's specifications. All agencies are encouraged to have all passengers, front and back, use the occupant restraint system provided in the vehicle.

#### **16. Methods of Payment**

To insure that state rates are received, the following methods of payment for vehicle rentals are required under this contract:

1. State issued Diner's Club, Master Card, Visa, American Express credit cards or State of Florida Purchasing "P" Card

**Note:** Payment via Purchasing Card for renters other than cardholder will be accepted with prior arrangements made through the Avis Account Representative listed in number 3 above.

Individuals who wish to allow another eligible user to rent a car using their credit card number can do so by filling out a Shared Card Number Agreement, Bank Authorization & Global Electronic Billing Terms of Agreement. To obtain these forms contact the Account Service Representative listed in number 3 above.

2. Avis Central Billing Credit Cards

**Note:** To obtain Avis Central Billing Credit Cards contact your Finance and Accounting office or the Avis Account Representative listed in number 3 above.

3. Avis Company Travel Order (ACTO) provided by Avis Rent-A-Car

Note: To obtain Avis Company Travel Order (ACTO) contact your Finance and Accounting office the Avis Account Representative listed in number 3 above.

4. Purchase Order use with Direct Billing (pre-approval required)

Note: Purchase Orders will be accepted if pre-approved through the Avis Account Representative listed in number 3 above. Purchase Orders are not accepted without prior arrangements with Avis Rent-A-Car.

Avis will not accept renter's debit or check card at beginning of rental but will accept debit or check card to pay for rental when vehicle is returned. See number 32 below for applicable taxes. Prior to entering into credit card agreements, state agencies must obtain approval from the Department of Banking and Finance, Bureau of Auditing.

## **17. One-Way Rentals**

One-way rentals with unlimited mileage are provided only on business trips. Personal one-way rentals shall be charged Avis' standard one-way rates.

## **18. Parking and Other Traffic Violations**

Parking and all other traffic violations are the responsibility of the renter. Avis Rent-A-Car and the State of Florida are not liable. The renter will be reported to appropriate police department and/or contacted regarding any and all unpaid violations.

## **19. Parking of Personal Vehicles**

Parking for an employee's personal car is not available on any Avis lot. Any personal cars left on an AVIS lot will be subject to a \$25.00 parking fee and/or may be towed at the owner's expense.

Most "off-airport" locations offer complimentary pick-up and drop-off service within 5 miles of the location if the renter makes arrangements for this service in advance with rental location (i.e. AVIS will pick up renter, drive them to the AVIS office to rent the car and then return the renter to their home/office after the rental closes). If the renter cannot make alternative parking arrangements then it is recommended that the employee reserve their car at an airport AVIS location where they can park their personal vehicle in long-term parking for the duration of their trip.

State Employee parking is available at the Capital Circle Office Complex, Southwood Campus in Tallahassee Florida adjacent to the Avis Office in Building 4040.

## **20. Personal Use of Contract, described as a rental not reimbursed by State**

Avis offers Eligible Customers state rates for vehicles rented for personal or leisure use, except one-way rental rates which are not available for personal or leisure use. (See number 18 for applicable charges)

The renter is responsible for purchasing insurance for vehicles rented for personal or leisure use. When renting for personal/leisure use the renter assumes responsibility for all loss or damage done to rental vehicle, up to and included full value of rental vehicle, regardless of fault. Third party liability coverage is provided but will be limited to amount set by the laws of the State in which the vehicle was rented. This personal exposure may be covered by the renter's personal vehicle insurance, and/or by certain personal credit card companies. It is recommended that the renter check personal insurance coverage and/or their personal credit cards companies before renting.

Renters using State contract for personal use are held to the same set of standards as rentals for business use. Avis has permission to contact employee at work regarding specifics of any vehicle rented or contract signed for using State contract terms and conditions. Avis reserves the right to contact the State, or Eligible Customer, regarding any inappropriate use of vehicles that occur by employee renting for personal or leisure use.

Note for State Agency Employees: When a state employee rents an Avis vehicle for state business using a P-Card and wishes to extend the rental for personal use, the employee must check in at the local Avis rental location and change your rental agreement to your personal credit card. The rates for business and personal travel are the same, but business travel includes insurance coverage and tax exemption. It is not Avis' responsibility to break up your rental costs. Using the State P-Card for the entire rental and then reimbursing the State is prohibited.

## **21. Proof of Valid Drivers License**

Any person renting a car will be asked to produce a valid driver's license at time of rental. If the employee cannot do so, Avis will be unable to rent the vehicle to the person. Per Avis, it is against the law for them to rent a car to someone who does not have a driver's license.

## **22. Recommended Vehicle Class / Energy Conservation**

State employees are required to use Compact Section 2 (Avis Class CDAR) vehicles except when the number of passengers or the volume of materials to be transported, make use of the Compact Class vehicle impractical. To assure you receive the proper class vehicle, request rental vehicles by vehicle rental class and not by vehicle make or model. Rental vehicle classes are listed in number 5 above. If a Compact Class (Section 2) vehicle is not available a larger class may be rented. Do not rent from another contractor unless a compact class vehicle is more economical including CDW or LDW insurance, primary insurance coverage, than renting a larger class vehicle from Avis. See number 5 above.

## **23. Reimbursement for Fuel Purchased**

Both "In-State" and "Out of State" rates are dry rates. Avis Rent-A-Car is not responsible for reimbursing fuel purchased for the rental car, whether the rental is for business or personal use. Vehicles will be rented full, and it is suggested that employees return the vehicle full or refueling service charges will be applied. For vehicles returned with less than a full tank, the contractor is required to cap the cost of fuel needed to refill the tank. The fuel calculation is based on each one eighth (1/8), or portion thereof, of fuel out of tank at return. The price per gallon will be set to the EIA Retail Gasoline Price quoted by the Federal Government on the first Monday of the month the vehicle is rented plus no more than a ten cents (\$0.10) per gallon service charge by the contractor refueling the vehicle for the State. Reimbursement for fuel purchased for the rental vehicle will be made via employee's Voucher for Travel Expense Form, employee expense report, or upon approval, from State or Eligible Customer, as required by employee's department or division.

Note: Link to the EIA Retail Gasoline quoted fuel cost:

[http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrgp/padd\\_florida\\_mini\\_report.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/padd_florida_mini_report.html).

## **24. Rental Vehicle Contract Taxes**

In accordance with Section 212.08(6), Florida Statutes, rental vehicle use not paid directly by a governmental organization is taxable.

The exemption from sales tax and use tax is not available for any taxable transaction when payment is made by the employee by use of personal funds, including cash, checks, or credit cards, even though the employee is subsequently reimbursed by the governmental organization.

Based on this information, sales tax and the \$2.00 per day surcharge on rental vehicles will apply to all rentals that are not billed directly to the using agency.

Only in-state rentals that are billed directly to the agency by use of an Avis Credit Card, Avis issued Company Travel Order (ACTO), State of Florida Purchasing Card, pre approved Direct Bills using Purchase Orders, are tax exempt.

**To obtain Avis Rent a Car Credit Cards, Avis Company Travel Order, set up Direct Bills using Purchase Orders, or information on billing formats contact the Avis Account Representative listed in number 3 above.**

## **25. Renting “Non-Contract” Vehicles From Avis**

The rental car contract offers 7 different vehicle classes that are listed in Section 5 above. If you request and rent a vehicle that DOES NOT fall under one of the above classes, then that is considered a “non-contract car rental”. Note: It is not considered a “non-contract” rental if the vendor offers renter a free upgrade of vehicle at the contract price. Examples of vehicles not on contract include premium sedans, luxury sedans, large SUV’s and convertibles.

In addition, **“non-contract” car rentals do not include insurance coverage.** If you rent a “non-contract” vehicle, it is your responsibility to purchase insurance coverage for your rental. Purchase of the “LDW” policy protects the state from being responsible for loss of the Avis vehicle, purchase of the “ALI” would keep the State from being sued by 3<sup>rd</sup> parties.

Note: If the Governor signs an executive order placing the State of Florida under a state of emergency, first responders going to a disaster area are allowed to rent a regular SUV (Explorer, Trailblazer, etc) at the special Executive Order SUV rate noted in section 5 above. Reservations must be pre-arranged and proof must be presented that this request has been entered and authorized through the Emergency Operation Center’s “tracker” program. Reservations for the SUV vehicles will be based upon available supply.

## **26. Reporting Accidents**

The rental contract includes 100% coverage for all collision damage done to vehicles driven in a safe and prudent manner and rented for business purposes. Eligible customers are required to report all accidents immediately to appropriate police department, and Avis. A copy of the police report and Avis incident report must be turned in to the rental location. . Avis’ accident/incident report must be completed in full, specifically noting employee’s department/division, up-to-date contact information, and purpose of rental (business or personal). The accident/incident report form is located in the rental jacket that holds all documents that the renter receives at time of vehicle rental. Failure to follow this procedure may result in employee’s personal responsibility. All questions regarding accidents should be directed to Global Account Manager or Global Account Coordinator listed in number 2 above or State of Florida Department of Management Services contract administrator.

## **27. Restrictions on hybrid vehicles**

If available, hybrid vehicles may be rented for one-way rentals within the State of Florida only.

## **28. Avis Locations**

State of Florida contract rental rates are available at any Avis participating on-airport or off-airport rental locations in the 48 contiguous States and the District of Columbia operated by the contractor.

## **29. Southwood Location - Tallahassee**

**Internet reservations cannot be made for the Southwood location;** renters must call or come to the office at 4040 Esplanade Way, Suite 100, Tallahassee, FL 32399 to make reservations. If you have enrolled in ‘Avis Preferred’ then the reservation process is faster. The rental agent will simply need your Avis Preferred Wizard number, the pickup time and the return date, time and location to make a reservation. Being enrolled in Avis Preferred will also expedite the rental process because the rental agent will already have the renter’s information and will print out the rental agreement in anticipation of the customer reservation.

## **30. Special Rates**

Any special rates available to all customers that will result in a lower net rate will be provided at the time of rental and will include the primary insurance coverage in the amounts of \$100,000/\$300,000 bodily injury and \$200,000 property damage and Loss Damage Waiver, offered herein, provided the rental is a business rental for the State.



### **31. State of Florida Contract Administrator**

Gary McGee, Purchasing Analyst  
State Purchasing  
State of Florida, Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950  
(850) 487-6592  
[gary.mcgee@dms.myflorida.com](mailto:gary.mcgee@dms.myflorida.com)

### **32. Taxes**

Out-of-state rentals will have tax charges. Only in-state rentals that are billed directly to the agency by use of an Avis Credit Card, Avis issued Avis Company Travel Order (ACTO), State of Florida P-Card, or pre-approved Direct Billing using a Purchase Order are tax exempt. Sales taxes and the \$2.00 per day surcharge will apply to all rentals not billed directly to the agency by Avis or a credit card company. When payment is made by the employee by use of personal funds, including cash, checks, or credit cards, and the employee is subsequently reimbursed by the governmental organization the rental is taxable and sales taxes and the \$2.00 surcharge will apply.

### **33. Tax Exemption**

It is the responsibility of the renter to provide Tax Exemption number to agents at time of billing. Renters can add their tax exemption number to their Avis Preferred Wizard number profile.

### **34. Smoke-Free Fleet**

The Avis rental fleet is now 100% smoke free. A sticker has been placed on every vehicle that will remind all renters that every vehicle is not to be smoked in and that renters will be assessed a cleaning fee of up to \$250 if the vehicle is returned and it smells of smoke.