



Renter Name: _____	<u>Rental Rates:</u>
Billing Address: _____	Daily: _____
City/State/Zip: _____	Weekly: _____
Ship To Address: _____	Monthly: _____
City/State/Zip: _____	Security Deposit: _____
Contact Name: _____	Delivery Fee (each way): _____
Phone: _____	Unit ID : _____
Email: _____	Make/Model: _____
	Serial: _____

Terms and Conditions:

- Rental To Own: If purchase of unit is consummated within 0-90 days of rental period, then 75% of rental fee will be applied towards equity of unit. If unit purchase is consummated within 91-180 days of rental period, then 50% of rental fees will be applied towards equity of unit. If unit purchase is consummated within 181- 270 days, then 25% of rental fee will be applied towards equity of unit.
- Monthly rental payments are due on the delivery anniversary date of each month following the date of delivery. This date is determined by the date of signature on the **RENTER'S ADDITIONAL RESPONSIBILITIES**.
- Interest – Invoices unpaid within the terms of Owner's invoice shall accrue interest at the rate of 18% per annum.
- Renter is liable for any applicable state and/or local taxes not collected on the monthly rental payments.
- Ownership of the equipment shall remain in U-Rock Utility Equipment, LLC, and shall be titled and plated in the name of Rock Equipment Rentals, LLC, until a purchase is consummated, or this agreement is terminated. Renter will not remove from any equipment or permit it to be removed from any equipment any serial number, model, name, or other indicia showing ownership.
- Renter shall use the equipment only in conjunction with the business of Renter, and in a careful and proper manner and shall comply with and conform to all nation, state, municipal, police, and other laws, ordinances, and regulations in any way relating to the possession, use, transport, or maintenance of the equipment.
- Unless a purchase is consummated, the equipment is to be returned to the place where rented at the end of the rental term in the same general condition as when received, except ordinary wear and tear.
- Renter's responsibilities regarding the rental equipment are detailed in the **RENTER'S ADDITIONAL RESPONSIBILITIES**, the terms of which are incorporated herein and made a part hereof by reference.
- Renter must carry insurance and list U-Rock Utility Equipment LLC, as an additional insured/loss payee on Renter's insurance policy. The Renter's insurance coverage requirements are detailed in the **MINIMUM RENTAL INSURANCE REQUIREMENTS** form, the terms of which are incorporated herein and made a part hereof by reference.
- See the **CERTIFICATE OF LIABILITY** for an example of insurance requirements. The terms of said form are incorporated herein and made a part hereof by reference.
- See the **IFTA MILEAGE** form and **FUEL REPORTING POLICY** form for reporting requirements. (Not applicable for trailer equipment.) The terms of said forms are incorporated herein and made a part hereof by reference.
- Renter is responsible for mandatory Federal and/or State requirements in regard to Electronic Log Devices or Paper Driver Logs.
- See page #2 of this Agreement for remaining terms
- Renter shall be responsible for, assume, and bear the entire risk of loss, theft, repairs (outside of New Equipment Warranty), maintenance, damage to the equipment from any and every cause whatsoever during the time that the equipment is in Renter's possession. In the event of loss, theft, or damage of any kind whatsoever to the equipment during such time, Renter shall place the equipment in good repair, condition, and working order, or replace the same with like equipment in good repair, condition, and working order. In the event of loss, theft, or damage to the equipment, Renter agrees to notify Owner immediately by phone.
- Without the prior written consent of Owner, Renter shall not make any alterations, additions, or improvements to the equipment. Any permitted alterations, additions, or improvements may, at Renter's option, be removed by Renter upon the expiration or earlier termination of this agreement and only if such removal may be accomplished without damage to the equipment or otherwise reducing its value below that which it would have been in the even no such alteration, addition, or improvement had been made.

- Owner shall at all times have the right to inspect the equipment and/or observe its use.
- Renter's use of the equipment shall be at risk of Renter exclusively. To the fullest extent permitted by law, Renter shall indemnify, defend (at Renter's sole expense) and hold harmless Owner and Owner's agents, successors, and assigns (the "Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") that arise or are in any way connected with use of the equipment by Renter, its employees, or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Renter, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not the Claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Renter shall not be obligated to indemnify and defend Owner for Claims found to be caused by the sole negligence or willful misconduct of the Indemnified Parties. Renter's indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters that are indemnified hereunder are fully and finally barred by applicable laws.
- If the Renter fails to make any payment when due; attempts to sell or encumber the equipment; ceases operations; institutes, or has instituted against him, proceedings under bankruptcy or insolvency law; makes an assignment for the benefit of creditors; fails to comply with any provisions of this rental agreement; has any attachment, execution, or writ of process levied against the equipment or any of Renter's property; or deems himself insecure or the equipment unsafe, then Owner shall have the right to exercise any one or more of the following remedies:
 - To take possession of the equipment, without demand or notice, wherever the same may be located, without any court order or other process of law, and Renter hereby waives any and all damages occasioned by such taking of possession unless caused by Owner's gross negligence or willful misconduct.
 - To terminate this agreement.
 - To sue for and recover all rents accrued and/or thereafter accruing, all loss of and/or damage to equipment, all costs of removal of the equipment from Renter's possession, and all transportation and other charges accrued or thereafter accruing; and
 - To pursue any other remedy at law or in equity.
- The parties agree the exclusive venue for any legal action or proceeding with respect to this agreement shall be state circuit courts located in any County in the State of California or, if subject matter jurisdiction over the matter that is the subject of the Proceeding is vested exclusively in the federal courts of the United States of America, the United States District Court for the Eastern District of California.
- Renter shall pay Owner all costs and expenses, including attorneys' fees, incurred by Owner in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.
- Without the prior written consent of Owner, Renter shall not (a) assign, transfer, pledge, or hypothecate this agreement, the equipment, or any interest therein, or (b) sublet or lend the equipment or permit the equipment to be used by anyone other than Renter or Renter's employees and agents.
- This rental agreement for NEW EQUIPMENT is made with the intent to purchase specified equipment.
- Signature authorization. This documentation may be furnished to U-Rock Utility Equipment, LLC in one order with more counterparts, each of which shall constitute an original. Each such counterpart may be delivered by fax or email delivery, electronic signature and U-Rock Utility Equipment shall be entitled to rely on this authorization in any form of delivery and each signature shall constitute an original signature regardless of the form of delivery.

Signatures:

Renter Signature: _____

Date: _____

Renter Print: _____

Return Signature: _____

Date: _____

Renter Print: _____

U-Rock Utility Equipment: _____

Date: _____

Additional Terms & Conditions

U-Rock Utility Equipment, LLC, a Delaware limited liability company ("Owner"), rents to the RENTER identified on a separate rental agreement or separate rental agreements (collectively referred to herein as the "Rental Agreement"), the equipment described on the Rental Agreement (the "RENTAL Equipment"), subject to the provisions herein. Renter includes the person signing this agreement, his employer or partner, and any other person or organizations to whom charges are to be billed, all of whom shall be jointly and severally liable hereunder.

1. **Terms.** Renter shall pay all rentals stipulated in this agreement during the entire term of the rental. Monthly rental payments are based on a four (4) weeks or 28-day billing cycle. Rental rates assume eight (8) hours per day, forty (40) hours per week, one-hundred sixty (160) hours per month. Additional hours are billed at the daily rate divided by eight (8). Rentals are payable at the address of Owner noted on the attached Rental Agreement unless otherwise specified. Invoices unpaid within the terms of Owner's invoice will accrue interest at the rate of 18% per annum. In addition to monthly rentals, Renter assumes and agrees to pay when due any fuel tax, sales tax, use tax, excise tax, ad valorem tax, stamp tax, documentary tax, or other tax based on the amount of the rentals, which Owner shall have paid or be obligated to pay, and for any other taxes based on the use or operation of the Rental Equipment by Renter. Renter shall be liable for all costs, fees and expenses, including but not limited to Owner's attorneys' fees, incurred in collection of rentals, other charges and interest.
2. **Use.** Renter shall use the Rental Equipment only in conjunction with the normal course of business of Renter and only as to commodities, weight and other limitations as specifically set forth in this agreement, in a careful and proper manner, and shall comply with and conform to all nation, state, municipal, police, and other laws, ordinances, permits and regulations in any way relating to the possession, use, transport, or maintenance of the Rental Equipment. Renter agrees that the Rental Equipment will not be operated (1) to carry persons other than drivers or helpers employed by Renter for a consideration, whether express or implied; (2) in any race, test, or contest; (3) by any driver in possession of or under the influence of alcohol or any other drug which may impair the ability to operate the vehicle or; (4) in a reckless or abusive manner. Renter agrees to pay Owner in full for all damages, including expenses and attorneys' fees, resulting from any such violations.
3. **Ownership.** Unless and until a purchase is consummated or this agreement is terminated, the Rental Equipment shall remain the sole and exclusive property of Owner and shall be titled and plated in the name of U-Rock Utility Equipment, LLC or one of its affiliated companies. Unless and until a purchase is consummated, Renter shall not have nor acquire any rights of property or title in or to the Rental Equipment, except the right to possess and use. Renter will not remove from any Rental Equipment or permit to be removed from any Rental Equipment any serial number, model, name, or other indicia showing ownership. Renter covenants that the Rental Equipment shall be permanently located at Renter's address shown on the attached Rental Agreement, and Renter shall promptly notify Owner in writing of any change in such location, except for temporary changes in the usual course of Renter's business.
4. **Alterations and Modifications.** Without the prior written consent of Owner, Renter shall not make any alterations, additions, or improvements to the Rental Equipment. Any permitted alterations, additions, or improvements may, at Renter's option, be removed by Renter upon the expiration or earlier termination of this agreement if and only if such removal may be accomplished without damage to the Rental Equipment or otherwise reducing its value below that which it would have been in the even no such alteration, addition, or improvement had been made.
5. **Maintenance and Repairs.** Renter shall keep the Rental Equipment in good and efficient working order, condition and repair, reasonable wear and tear alone excepted, or Renter shall replace the same with like equipment in good and efficient working order, condition and repair. Renter, at its own expense, shall maintain and, when necessary, replace tires on Rental Equipment with tires having a like amount of tread as the tires on the Rental Equipment when first delivered to Renter. Recap tires are not acceptable and prohibited. Any replacement tires shall become the property of Owner immediately upon their attachment to any Rental Equipment. Renter understands that Renter is responsible for the general maintenance of the Rental Equipment in accordance with the supplied service and operation manuals, including but not limited to checking and maintaining oil levels, grease, hydraulic fluids levels, coolants, tires and wheels. In the event of Renter's failure to perform any of the repairs, maintenance or replacements required by this agreement, Owner may, upon written notice to Renter, cause such Rental Equipment to be restored to the required good working order and condition, and Renter hereby agrees promptly to reimburse Owner for all expenses incurred by Owner under this paragraph.

6. **Insurance.** Renter is required to purchase insurance at its own expense, and maintain in force for the continuance of the rental, in accordance with Attachment "A" Minimum Insurance Requirements to this agreement, the terms of which are incorporated herein and made a part hereof by reference. Refer to Attachment "B" Sample Certificate of Insurance for an example incorporated herein and made a part hereof by reference. Renter agrees that said insurance shall include Pollution Liability Endorsements, including Clean-up costs. Each of the Renter's insurance policies shall be endorsed to provide the Owner thirty (30) days' written notice of cancellation should the policy(ies) be altered or cancelled for any reason, including but not limited to cancellation for non-payment of premium.
7. **Indemnification.** Renter's use of the Rental Equipment shall be at the risk of Renter exclusively. To the fullest extent permitted by law, Renter shall indemnify, hold harmless, and defend (at Renter's sole expense) Owner and its agents, successors and assigns, affiliates, subsidiaries, officers, directors and employees from and against all claims for bodily injury, death, or damage to property, actions, causes of action, suits, losses, judgments, obligations, demands, damages, liability and costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, consultants' fees and costs, and punitive or exemplary damages) ("Claims") arising out of, or in any way or manner connected with the use, operation, maintenance, possession, rental, storage, erection, dismantling, service, and transportation of the Rental Equipment by Renter, its employees or agents, regardless of whether such liability, damage, expense, loss, injury, or death is caused, in whole or in part: (a) by any defect in or condition of the Rental Equipment, (b) by the negligence or fault of the Owner, or (c) by the violation of any law, statute, or regulation, and regardless of whether Owner is determined to be strictly or absolutely liable thereof. Renter's indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated and shall continue until all such matters are fully and finally barred by applicable laws.
8. **Limitation of Liability.** Owner shall incur no liability whatsoever for failure of Rental Equipment to perform in Renter's service, nor for any damage to cargo(es) owned by Renter (or any other party) for which Renter might be held responsible. Renter assumes responsibility, liability, costs, and expense for all licensing, registrations, permits, certificates, and/or any other documentation as may be required for lawful operation of the Rental Equipment. Renter will indemnify Owner for any loss, forfeiture, fine, or penalty caused by failure of Renter to perform accordingly.
9. **Risk of Loss.** Renter assumes all risk of loss or damage to the Rental Equipment, however caused, including, but not limited to, all hazards normally insured against, acts beyond or outside of Renter's control, acts of God, fortuitous events, natural disasters, war, and/or any other causes, and further including, but not limited to (i) vacuum or pressure damage; (ii) tilting or upset due to unbalanced load; (iii) overloading; and (iv) internal damage caused by adverse effects of cargo or mixture of cargoes, cleaning solvents, and/or cleaning processes undertaken by Renter or its agents. In the event of loss, theft, or damage to the Rental Equipment, Renter agrees to notify Owner immediately by phone.
10. **AS-IS.** Renter has personally inspected the New Equipment and certifies that it is clean and in proper working condition and is accepted in its "AS IS" condition. New Equipment is being rented with intent to purchase Rental Equipment. Owner shall not be liable for any special, indirect, incidental, or consequential damages of any nature, arising out of, or in any way or manner in connection with, the renting, maintenance, use, operation, storage, erection, dismantling and/or transportation of the Rental Equipment.
11. **Return of Rental Equipment.** Unless a purchase is consummated, the Rental Equipment is to be returned to the place where rented or where directed by Owner at the end of the rental term in the same general condition as when received, excepting ordinary wear and tear. Upon expiration of this rental, Renter shall return the Rental Equipment with the interior clean and free of all foreign matter and with the exterior reasonably clean, or pay to Owner the cost of cleaning said

equipment up to \$1000.00. Failure to return the Rental Equipment in good and clean condition shall cause the rental, and associated charges and interest, to continue to accrue unabated until Renter complies hereto. Renter upon return of the Rental Equipment shall also provide Owner with copies of MSDS (material safety data sheets) on any products transported in the Rental Equipment. Renter understands that Renter will be charged for the repair of any broken or non-working items and/or items that have excessive wear and tear. On expiration or termination of this rental in any manner whatsoever, Renter shall forthwith pay transportation charges to Owner's location from which the Rental Equipment was delivered to the Renter. Should any item of the Rental Equipment not be returned to Owner upon expiration (retroactive to the expiration or termination of this rental), for the use of such Rental Equipment upon the same basis as is provided elsewhere in this agreement, but the option of Owner to call for such payment shall not operate automatically as an extension or renewal of this rental, and shall further be without prejudice to any other remedies available to Owner under this rental. Should Renter fail to promptly return any of the Rental Equipment to Owner, then Owner is hereby authorized to proceed by any lawful means to recover or take possession of the Rental Equipment, including, but not limited to, self-help repossession as permitted by local law authorities. Renter agrees to pay upon demand to Owner (i) any and all monies expended by Owner in connection with such removal of Rental Equipment, including attorneys' fees, costs, and expenses, and transportation costs, from the location of such Rental Equipment to the location of the Owner, and (ii) the amount expended by Owner to put such Rental Equipment in good order and condition, reasonable wear and tear alone excepted. Should Renter claim that any of said Rental Equipment contained property belonging to Renter, the Renter shall give written notice to Owner of such fact within a period of twenty-four (24) hours after retaking by Owner. Failure to give such notice within said twenty-four (24) hours shall forever bar Renter from asserting any claim or claims against Owner on account of property alleged to have been in said retaken Rental Equipment. Renter understands Renter will be charged for the repair of any broken or non-working items, items that have excessive wear and tear, and cleaning of equipment required to return the Rental Equipment to its condition as of the date Renter took possession. Renter understands that all repairs and cleaning will be billed to Renter.

- 12. Default.** If the Renter: (a) fails to make any payment when due; (b) attempts to sell or encumber the Rental Equipment; (c) ceases operations; (d) institutes, or has instituted against him, proceedings under bankruptcy or insolvency law; (e) makes an assignment for the benefit of creditors; (f) fails to comply with any provisions of this rental agreement; (g) has any attachment, execution, or writ of process levied against the Rental Equipment or any of Renter's property; (h) deems himself insecure or the Rental Equipment unsafe; or (i) Owner has reasonable ground for believing Renter has become unable to discharge one or more of the obligations of this rental, then Owner shall have the right to exercise any one or more of the following remedies:
- To take possession of the Rental Equipment, without demand or notice, wherever the same may be located, without any court order or other process of law, and Renter hereby waives any and all damages occasioned by such taking of possession unless caused by Owner's gross negligence or willful misconduct;
 - To terminate this agreement;
 - To sue for and recover all rents accrued and/or thereafter accruing, all loss of and/or damage to Rental Equipment, all costs of removal of the Rental Equipment from Renter's possession, and all transportation and other charges accrued or thereafter accruing; or
 - To pursue any other remedy at law or in equity.
- 13. Remedies.** If Renter loses or forfeits possession of the Rental Equipment at any time, under any circumstance, including, but not limited to, impoundment forfeiture, bailment, and/or pursuant to any failure to abide by applicable laws and/or obtain required licensing, registration, permits, certificates, or otherwise, it is expressly understood that, for the entire period during which Renter has lost possession of the Rental Equipment (and/or such is not returned to Owner, in Owner's complete control and dominion), this rental will remain in full force and effect, with rental, and associated charges and interest, to continue to accrue unabated until Renter regains possession of the Rental Equipment and returns same to Owner, in such condition and pursuant to such terms as otherwise provided in this agreement. Renter shall pay Owner all costs and expenses, including attorneys' fees, incurred by Owner in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof. Anything in this section or elsewhere in this rental to the contrary notwithstanding, the exercise by Owner of any remedy or remedies given to Owner under this rental, including the remedy of retaking the Rental Equipment, shall not constitute an exclusive election of remedy by Owner.
- 14. Loss.** If during the term of this rental (i) any item of the Rental Equipment is stolen or disappears and is not recovered within forty-eight (48) hours thereafter, or (ii) any item of the Rental Equipment is damaged by accident or otherwise to such an extent that it cannot economically be restored to good working order and condition, Renter shall promptly pay to Owner on demand, the fair market value of such items of equipment based upon its condition at the commencement of this rental.

16. Safety Measures. Renter should acquire and use any auxiliary safety device that is recommended by Owner or the manufacturer, required by law, or appropriate for the conditions of use. Renter certifies that the following information has been provided to ALL equipment operators by the Renter before (or simultaneously with) an operator's use of Rental Equipment and Renter and its agents, servants and employees agree as follows:

- ONLY TRAINED AND QUALIFIED PEOPLE MAY OPERATE THE Rental EQUIPMENT. Owner has Operating Materials available for Rental Equipment.
- The manufacturer's operating instructions and user's safety rules accompanies each piece of equipment.

Renter and its agents, servants and employees agree to:

- heed the equipment operating instructions, user's safety rules, and decal warnings.
- inspect equipment for safe conditions before each use.
- notify Owner immediately of any safety defects discovered.
- not use equipment with known safety defects.
- verify safe operating conditions before each use.
- not operate equipment where conditions endanger anyone.
- wear seatbelts where provided.
- never use equipment without guards or safety devices.
- never modify or alter the equipment without written approval from Owner.
- Ensure that only qualified, licensed operators use Rental Equipment where the law requires.

17. Reporting Requirements. All fuel required and consumed is the responsibility of Renter. Renter will be responsible for reporting and paying fuel use taxes. Renter understands that Renter is responsible for logging and reporting all mileage in each state, in which Renter drives and operates the Rental Equipment. Renter is also responsible for keeping and reporting of all fuel purchased in each state, in which Renter drives and operates the Rental Equipment. Renter understands that said reports are to be delivered to Owner immediately upon return of the Rental Equipment. If Renter fails to comply, Owner will make an estimate of the mileage and fuel purchases and Renter may be billed for any additional tax due. Renter is responsible for all mandatory State and Federal compliance regarding Electronic Log Devices or paper Driver Logs. Renter is responsible for all electronic tolls, charges and fines associated with electronic tolls. Renter understands that it is illegal to use off road or tax-exempt fuel in any equipment designed for on-highway use and that any use of such fuel will be reported to the proper authorities immediately.

18. Compliance with Regulations. It is implicit in Renter's acceptance for Renter's use of the Rental Equipment (and Renter specifically warrants herein), that Renter, its agents and/or employees, have sufficient familiarity with the Rental Equipment (including the cargo vessel, running gear, and any and all accessories appurtenant thereto) to properly use said equipment, and to cause the Rental Equipment to receive proper maintenance and care in all particulars, and further to protect the health and safety of persons required to come in contact with the Rental Equipment. Renter shall, at its expense, comply with all local, state and federal laws and regulations affecting the Rental Equipment and its use, operation, erection, dismantling and transportation, including all federal and local Department of Transportation regulations, licensing and building code requirements and shall defend, indemnify and hold harmless Owner from all loss, liability or expense resulting from actual or asserted violations of such laws, requirements or regulations.

19. Refueling. Renter understands that Renter is responsible for returning the Rental Equipment with the same fuel and DEF level as Renter received it. Failure to comply will result in fuel surcharge billed to Renter of not less than double the fuel price used to refuel the Rental Equipment.

20. No Assignment. Renter shall not assign this rental agreement or sub-rental any of the Rental Equipment without first receiving the Owner's written consent. Renter shall not permit others to use the Renter Equipment without Owner's written consent. Owner may, without notice to Renter, pledge or assign its rights under the rental and to the Rental Equipment and assign to another any monies due or becoming due to Owner hereunder. Renter's rights are subordinate to the rights of any assignee, trustee, mortgagee, or other holder of legal title pursuant to any form of financing agreement covering the Rental Equipment in the event of the occurrence of an event of default by Owner under such financing agreement.

21. Administrative Provisions.

- The parties agree the exclusive venue for any legal action or proceeding with respect to this agreement shall be state circuit courts located in any County in the State of California or, if subject matter jurisdiction over the matter that is the subject of the Proceeding is vested exclusively in the federal courts of the United States of America, the United States District for the Eastern District of California.
- This document may be furnished to Owner in one or more counterparts, each of which shall constitute an original. Each such counterpart may be delivered by electronic signature, fax or by electronic delivery and Owner shall be entitled to rely on this authorization in any form of delivery and each signature thereon shall constitute an original signature regardless of the form of delivery.
- Renter hereby waives any and all existing and future claims, and offsets, against any rent or other payments due hereunder; Renter agrees to pay the rent and other amounts hereunder regardless of any offset or claim that may be asserted by Renter or on its behalf.
- To the extent that any provisions (or any part thereof) of this agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of said provision, or any other provision (or part thereof) of this agreement.
- This agreement is binding on, and ensures to the benefit of, and obligations of, the contracting parties and their prospective heirs, successors, legal representatives, and assigns when permitted by this agreement. Renter must promptly notify Owner, in writing, before any changes in ownership or any material disposition or encumbrance to the assets of Renter's business.
- This agreement has been mutually negotiated by all parties and is not to be read or construed strictly or broadly against one party and/or in favor of another.
- The terms and conditions set forth herein in this agreement constitute the entire agreement between the parties with respect to the subject matter of this rental. There are no other agreements, representations, or warranties, except those expressly set forth herein. No amendment or addition to this rental shall be valid unless contained in writing, signed by the party to be charged thereunder.
- If Renter has any questions, Renter should call Owner's Sales Representative or Owner's leasing location.
- A sample of the Rental Agreements are attached hereto as Attachment "C."

I have read, understand and agree to the above term and conditions. I am authorized to sign this agreement on behalf of the company I represent.

Signature: _____ Printed Name: _____ Date: _____

Company: _____ Equipment #: _____

ATTACHMENT "A"

U-Rock Utility Equipment, LLC

MINIMUM RENTAL INSURANCE REQUIREMENTS

U-Rock Utility Equipment, LLC requires an "Acord 25 Certificate of Liability Insurance" be submitted evidencing the following minimum insurance requirements (refer to the Sample Certificate\ Attachment "B").

Certificate Holder: U-Rock Utility Equipment, LLC
3734 Bradview Drive
Sacramento, CA 95827

Additional Insured Parties: U-Rock Utility Equipment LLC, Sewer Equipment Co. of America, Rock Equipment Rentals, LLC and their agents, successors and assigns, affiliated companies, subsidiaries, officers, directors, and employees

The Additional Insured Parties are to be named as Additional Insureds on a primary and non-contributory basis on the General Liability, Auto Liability and Umbrella Liability policies. A waiver of subrogation shall apply in favor of the Additional Insureds on the General Liability, Auto Liability, Workers Compensation/Employers Liability and Umbrella Liability policies.

All policies shall be endorsed with a thirty (30) day direct notice of cancellation endorsement to be mailed to U-Rock Utility Equipment LLC (OWNER), 3734 Bradview Drive, Sacramento, CA 95827

COVERAGE

Comprehensive General Liability

Each Occurrence:	\$1,000,000
Personal & ADV injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products – Comp/OP Aggregate	\$2,000,000

Including a Pollution Liability Endorsement covering Clean-up Costs (or a stand-alone Contractors Pollution Liability Policy)

Business Automobile Liability

Written with Any Auto (Symbol 1) or Scheduled Auto (Symbol 7) AND Hired Auto (Symbol 8) and Non-Owned Autos (Symbol 9)

Combined Single Limit:	\$1,000,000
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Including a Broad Form Pollution Liability Endorsement covering Clean-up Costs /Transportation (or a stand-alone Contractors Pollution Liability Policy)

Workers Compensation and Employer's Liability

Exclusions are not Permitted for Sole Proprietors/Partners/Exec. Officers/Members

Workers Compensation:	Statutory Coverage
E.L. Each Accident:	\$500,000
E.L. Disease – EA Employee:	\$500,000
E.L. Disease – Policy Limit:	\$500,000

Excess/ Umbrella Liability

Follow form and excess over the General Liability, Auto Liability and Employers Liability policies

Each Occurrence:	\$2,000,000
Aggregate:	\$2,000,000

Rental Equipment Physical Damage Coverage

U-Rock Utility Equipment, LLC (OWNER) must be named as an Additional Insured / Loss Payee as respects each Rental Unit ATIMA

Customers have multiple options for providing Physical Damage Coverage on the RENTAL UNIT(s). We suggest you provide your Rental Agreement to your Insurance Agent to ensure your policies and coverages meet our requirements.

1. Hired Car Physical Damage (HCPD) coverage on your Business Auto Policy providing coverage with a Blanket limit equal to or greater than value of the RENTAL UNIT(s).
2. Leased/Rented Equipment coverage (to include Vacuum Trucks, Tanks and Trailers) with a Blanket per Item limit equal to or greater than the value of the RENTAL UNIT(s).
3. Rental Unit(s) may also be scheduled on either a Business Auto policy and/or a Commercial Equipment Floater for the full rental value of each Rental Unit. If this option is used, the Description and Value of the RENTAL UNIT must appear in the description box of the Certificate of Insurance

Acceptance of the certificate of insurance does not waive any of the insurance requirements.

In the event these requirements cannot be met, please contact your U-Rock Utility Equipment Sales Representative.



ATTACHMENT "B"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency Main Street City, State, Zip		CONTACT NAME: Agent Contact PHONE (A/C, NO, EXT): Agent Phone E-MAIL ADDRESS: Agent Email FAX (A/C, NO): Agent Fax	
INSURED RENTER Address City, State Zip Code		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Insuring Company	
		INSURER B: Insuring Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ABC 123456	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM PROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> POLLUTION <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ABC 123456	xx/xx/xxxx	xx/xx/xxxx	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS 10,000	X	X	ABC 123456	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 123456	xx/xx/xxxx	xx/xx/xxxx	<input checked="" type="checkbox"/> PER STATUTE EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
A	Hired Car Physical Damage			ABC 123456	xx/xx/xxxx	xx/xx/xxxx	Blanket Limit = or > Value of Renta
A	Leased/Rented Equipment			ABC 123456	xx/xx/xxxx	xx/xx/xxxx	Blanket Limit = or > Value of Renta

DESCRIPTION OF OPERATIONS/LOCATIONS/ VEHICLES (ACCORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All units rented from U-Rock Utility Equipment LLC. Rock Equipment Rentals LLC, Sewer Equipment Company of America and their agents, successors and assigns, affiliated companies, subsidiaries, officers, directors, and employees are named as Additional Insureds on a primary and non-contributory basis with respect to General Liability & Auto Liability and Umbrella Liability. A waiver of subrogation applies in favor of the Additional Insureds with respect to General Liability, Auto Liability, Workers Compensation and Umbrella Liability. U-Rock Utility Equipment LLC is named as an Additional Insured/Loss Payee as respects all RENTAL UNITS ATIMA.

* If Rental Unit is Scheduled, the description (year/make/model vin) and value of the RENTAL UNIT must be noted and the policy providing the coverage reflected above.*

CERTIFICATE HOLDER

CANCELLATION

U-Rock Utility Equipment LLC 3734 Bradview Drive Sacramento, CA 95827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature
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