

KANSAS CITY GRIP + ELECTRIC, LLC. RENTAL AGREEMENT TERMS AND CONDITIONS

Mailing Address: 2000 West 95th Street, Leawood KS 66206

The LESSEE, at its own expense, agrees to provide LESSOR a **CERTIFICATE OF INSURANCE** prior to release of the equipment, with coverage as follows:

EQUIPMENT: Coverage for not less than the full replacement cost of said equipment. KANSAS CITY GRIP + ELECTRIC, LLC. shall be listed as “LOSS PAYEE”. LESSEE agrees that said policy is “PRIMARY” and NON-Contributory to, any other insurance provided for the benefit of, or by, the certificate holder.

LIABILITY: General Liability limits must be a minimum of \$1,000,000 per Occurrence, \$2,000,000 Aggregate and name KANSAS CITY GRIP + ELECTRIC, LLC. As “ADDITIONAL INSURED”.

VEHICLES: LESSEE agrees to provide “AUTO, BODILY INJURY”, and “PROPERTY DAMAGE” with no less than \$1,000,000 combined single limits.

LESSEE agrees to provide “HIRED AUTO” liability coverage with a minimum of \$1,000,000 coverage.

LESSEE agrees to provide “HIRED AUTO PHYSICAL DAMAGE” coverage for any vehicles that LESSOR provides to LESSEE with a limit of not less than.

LESSOR will be named “ADDITIONAL” and “LOSS PAYEE”. LESSOR will be afforded **PRIMARY** liability coverage and this primary coverage shall not be contributory with any other insurance carried by LESSOR. KANSAS CITY GRIP + ELECTRIC, LLC. does not accept any responsibility for unsafe or unqualified drivers hired by LESSEE. The LESSEE accepts complete responsibility for verification of driver qualifications and compliance with Federal and State DOT regulations.

- 1) (a) The LESSEE shall at his own cost and expense, protect and maintain, in his own custody, the equipment herein rented, in a good state of condition and repair, and agrees to return the same to LESSOR’S premises upon termination of the rental period in the same condition and good order as when received, ordinary wear & tear excepted.
- 1) (b) In the event the equipment is destroyed or damaged by any casualty, or is lost, stolen or missing, the LESSEE shall forthwith replace the same with equipment of equal value, kind and quality, and upon LESSEE’S failure to do so shall be liable to the LESSOR for the replacement value or cost thereof as determined by the actual cost to the LESSOR to replace or repair the same. No allowance will be made for the reason that any part of it was not used by the LESSEE.
- 2) (a) The LESSEE agrees to assume full responsibility and liability for the safe keeping and return to LESSOR’S premises of the equipment herein rented. Said equipment is used at LESSEE’S sole risk and LESSEE will indemnify and hold LESSOR harmless from any and all liability claims, costs, and/or expenses arising out of LESSEE’S use or possession of the equipment.
- 2) (b) The LESSEE agrees to pay to the LESSOR a sum equal to the rental rate herein charged for the loss of use during the time that the LESSOR is deprived of the equipment, computed to the date of restoration, whether or not the equipment is replaced or repaired.
- 3) (a) It shall be lawful for the LESSOR or his agent’s at all reasonable times to enter the premises upon which said equipment is kept for the purpose of viewing the state and condition of said equipment.
- 3) (b) The LESSEE shall not remove the equipment from the United States to any foreign country without first having notified LESSOR and obtaining consent in writing for such removal.
- 4) (a) If the LESSEE shall default on any of the terms, covenants or conditions herein, or in punctually making any payments, or if any execution or other writ or process shall be issued in any action or proceeding against the LESSEE whereby the said equipment may be seized or taken or distrained, or if proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the LESSEE or his property, or if LESSEE shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against the LESSEE ,then in such an event, the LESSOR shall have the option of declaring this agreement terminated, and the LESSOR may, without notice or demand, by process of law or otherwise, retake the possession of said equipment and, for such purpose, LESSOR, its agents or employees, may enter upon any premises where said equipment may be, and may remove same there from, without force, and with or without notice of intention to retake the same, without being liable for any suit of action or other proceedings by the LESSEE.
- 4) (b) Nothing contained herein shall be construed to bar or prevent LESSOR, in the event of moneys being due it for rental, repaid, replacement, or others costs, from suing and recovering the moneys due it and from repossessing the equipment at the cost and expense of the LESSEE. Any and all of said remedies are expressly permitted, consented to and authorized by the LESSEE.
- 5) In the event of any loss or damage during the rental period, LESSEE specifically agrees that the value of the leased equipment is the FULL REPLACEMENT VALUE.
- 6) The LESSEE shall not sublease the said equipment or assign this rental agreement to any other person, firm, or corporation, and said equipment shall at all times remain under the immediate care, custody and control of the LESSEE.
- 7) The acceptance of the return of the rented equipment is not a waiver by the LESSOR of any claims for latent or patent damage to the equipment.
- 8) This agreement comprises and contains the entire agreement between the parties, including warranties and representations, if any, and may not be amended or modified, except by another agreement in writing, signed by both parties to this agreement. Time is of the essence of this agreement.
- 9) This agreement and the contents hereof represent the only warranty express or implied, between the parties hereto, including any implied warranty of merchantability or fitness for a particular purpose and for any other obligation of liability on the part of the LESSOR.
- 10) KANSAS CITY GRIP + ELECTRIC, LLC. neither assumes nor authorizes any other person to assume for it any other obligation of liability in connection with such equipment, nor shall it be liable in any event for any injury, loss or damage directly or consequently arising out of the use or inability to use the equipment, whether used singularly or in connection with any other equipment.

Customer name _____ Job Date _____

Invoice number _____ Job Name _____

RA-09-21-09 Authorized Representative _____ Date Signed _____

Insurance Carrier _____ Policy # _____ Expire Date _____