

# ALTA GRIP RENTAL AGREEMENT

**1. These terms and conditions form the entire rental contract and agreement (the "Rental Agreement") between the Lessee (the "Lessee") and "Alta Grip", the Lessor (the "Lessor"), and apply to all the equipment, property and/or vehicles (the "Property") rented by the Lessee.**

**Inspection.** Lessee shall, at their own cost and expense, protect, keep and maintain rented equipment which is in their custody in a good state of operating condition. Lessee will be responsible for any cost to repair and/or replace equipment to same condition as when delivered, normal wear and tear accepted.

**2. Liability.** Lessee agrees to indemnify and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the rental/lease of any equipment, including motor vehicle, or the employment of any personnel provided by the Lessor hereunder provided; however, that Lessee shall have no obligation to indemnify and hold harmless Lessor for his sole negligence or for the intention or wanton misconduct of any personnel by Lessor hereunder.

**3. Insurance.** Lessee shall secure and maintain (a) Physical Damage insurance including coverage for collision and upset and comprehensive losses to the equipment rented from Lessor hereunder, and (b) Comprehensive General Liability and Business Automobile Liability insurance both in an amount of not less than \$1,000,000. Combined Single limit for personal injury, bodily injury and property damage. The Comprehensive General Liability form shall include the coverage parts for broad form contractual liability. The Business Automobile Liability policy shall include coverage for Hired and Non-Owned Automobile Liability and Physical Damage. Lessee shall provide Certificate of Insurance, signed by an authorized representative of the Lessee's insurance company, evidencing that Lessee is in compliance with the insurance provisions of this Agreement. Lessee shall have the insurance company providing coverage required hereunder add the interest of Lessor as Additional Insurance and Loss Payee as Lessor's interest may appear in reference to any and all equipment provided by Lessor under the terms and conditions of this Agreement. Any insurance certificate provided in accordance with this Agreement shall stipulate that Lessor shall receive 30 days written notice of cancellation from the insurance company providing the required coverage prior to any cancellation or reduction in the limits of liability; each such certificate issued to Lessor shall stipulate that the coverages indicated on the insurance certificate shall be primary coverage and not contributing with any other insurance maintained by Lessor. It is agreed that Lessee's insurance coverage shall commence at the time any of the Lessor's equipment leaves Lessor's premises and shall remain in full force and effect until the equipment is returned to the premises of Lessor unless Lessor shall stipulate that such equipment is to be returned to a specific location other than Lessor's premises. **Lessee agrees to provide adequate evidence that Lessee has met the insurance requirements as indicated herein by filing with Lessor a fully executed Certificate of Insurance at or prior to the delivery of any equipment or vehicles rented or leased by Lessee hereunder.** Lessor agrees to indemnify, defend and hold harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liability including reasonable attorney fees arising out of, connected with, or resulting from the manufacture, alteration or modification by Lessor, his employees or agents of any equipment or vehicle supplies to Lessee pursuant to this Agreement.

**4. Replacement Value.** Equipment coverage shall be provided on replacement cost basis. If actual cash value basis, Lessee shall pay difference between actual cash value and replacement cost. It is further understood and agreed that Lessee shall be obligated for loss of rental income until such time as equipment is fully repaired and returned to Lessor or full payment in settlement of loss received by Lessor.

**5. Payments.** Lessee agrees that all payments will be made in cash or check at the time of rental, unless Lessee has an open account with Lessor, all payments must be paid net 30 days from Date on Invoice.

**6. Rental Rates, Usage Periods, and Taxes.** The Specified Rental Rates do not include any charges for repair, service, transportation, or fuel. These charges shall be borne by Lessee: Lessee will be billed for fuel, mileages and expendables as accrued for the purpose of production. Mileage is \$1.75/mile. Expendables will be billed at the Lessor's current published Rates. Lessee shall pay to Lessor any such taxes imposed upon Lessor in connection with Lessee's use and/or rental of the Property. In the event that the Property is not returned at the time and date specified, additional rent shall be charged at the daily rental rates specified in the Lessor's current published rental Rates for each day, or part thereof, that Lessee keeps the Property after the time specified.

**7. If Lessee is a corporation, the person signing this agreement on behalf of such corporation hereby warrants that he has full authority of such corporation to sign this agreement and obligate the corporation. Said person and the corporation shall be jointly and severally liable for all rentals and all other sums that may be at any time due and owing to company under the terms of this agreement.**

**8. Lessee hereby certifies that he/she has read and fully understands and accepts all provisions of this agreement prior to executing this agreement.**

**9. Lessee also acknowledges that a photocopy of fax of this document shall constitute the same consent as original.**

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LESSEE (PRINTED)

\_\_\_\_\_  
LESSEE (SIGNATURE)

\_\_\_\_\_  
DATE (MM-DD-YYY)

\_\_\_\_\_  
LESSOR (PRINTED)

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LESSOR (SIGNATURE)

\_\_\_\_\_  
DATE (MM-DD-YYY)

