



2012 Vehicle Rental Agreement

- Please return this contract to Century Equipment/Century Cart Connection with copy of your "Certificate of Liability Insurance" and cash deposit or credit card number to ensure your reservation. (VISA, MC, or AMEX)

NOTE: Vehicles will not be delivered unless a signed copy of this form is returned to Century Equipment.

- A deposit of \$50.00 is required to hold your reservation.
- Vehicles will not be delivered unless customer or designated representative is available to sign for vehicles.
- Sales Tax will be added to the invoice for Rental Cost.

SELECTION:

| <u>Vehicle Type:</u> | <u>Rental Prices*:</u> | | | <u>QTY:</u> | <u>No. of days:</u> | <u>Del Date:</u> |
|---------------------------------|--|-------------|------------------|-------------|---------------------|------------------|
| A. Standard (2 Passenger) | \$ 55.00/day | \$175.00/wk | \$ 90.00/weekend | _____ | _____ | _____ |
| B. 4-Passenger | \$75.00/day | \$260.00/wk | \$115.00/weekend | _____ | _____ | _____ |
| C. Utility w/box or flatbed | \$75.00/day | \$280.00/wk | \$125.00/weekend | _____ | _____ | _____ |
| D. 6 or 8 Pass, STEALTH | \$140.00/day | \$450.00/wk | \$200.00/weekend | _____ | _____ | _____ |
| E. DAMAGE WAIVER (\$500.00 cap) | 15% of vehicle rental cost (less delivery fee if applicable) | | | | | |

(Call for rates longer than 1 week; discounts available for multiple unit rentals)

* Sales tax will be added to Rental Cost.

Century Equipment does not provide any public liability insurance on any rental. Please sign below to indicate your understanding that you are responsible for your own liability insurance for each rental. A "CERTIFICATE OF LIABILITY INSURANCE" naming Century Equipment as "additional insured/loss payee IS REQUIRED to be received by Century Equipment prior to delivery of any rental equipment to Lessee. MINIMUM REQUIRED LIABILITY COVERAGE IS \$300,000.00. Any individual signing this contract represents and warrants that he or she is of legal age, and has the authority and power to sign this rental agreement as or for the Customer. **The terms and conditions on Schedule A attached hereto are incorporated by reference as if fully rewritten herein.**

This agreement shall be governed by the laws of the State of Ohio.

Today's Date: _____

Printed Name: _____

Address: _____

Contact Phone #: _____

Signature: _____

Mail, fax or e-mail your signed order and Certificate of Liability Insurance to:

| | | |
|-------------------|---|------------------------------------|
| TOLEDO STORE: | Anita Clayton, aclayton@centuryequip.com , | PH: 800-346-0066, FAX 419-865-8215 |
| CINCINNATI STORE: | Paul DiBattista, pdibattista@centuryequip.com , | PH: 877-482-3904, FAX 513-285-1805 |
| COLUMBUS STORE: | Josh Janson, jjanson@centuryequip.com , | PH: 866-976-6203, FAX 614-771-9990 |
| CLEVELAND STORE: | Bob Wren, bwren@centuryequip.com , | PH: 866-696-5712, FAX 216-292-7635 |

SCHEDULE A: Vehicle Rental Terms & Conditions

1. **Deposit:** Customers who do not have open account status with Century Equipment will be required to send payment in advance for Century to hold your reservation for cars. Credit cards are acceptable for all payments. (MC, VISA, AE)
2. **Delivery-Pick up Charges:**
Delivery charges plus current fuel surcharge will be quoted at time of placing reservation for rental.
3. **Rain Out:** If cars were delivered, delivery charge will be assessed, less any deposit. If cars were not delivered, deposit will be refunded.
4. **Cancellation:** Cancellation notice for an event must be received 48 hours prior to delivery of cars. Deposit will be refunded upon 48-hours cancellation notice.
5. **Performance/Reasonable Wear and Tear:** All cars are guaranteed to operate upon delivery. If a car does fail to run DUE TO THE FAULT OF THE VEHICLE, no charge will be assessed for that vehicle. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use. The following shall not be deemed reasonable wear and tear: ((a) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (b) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part, thereof; (c) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs required due to fault of Lessee will be billed at current "time and material" rates. After hours extension # for Service or emergency: _____
6. **Lost Keys:** Lessee is responsible for all keys. There will be a \$2.50 charge for each missing key.
7. **Damage to Cars:** Lessee is responsible for any damage to any car not listed on damage report form at time of delivery, unless "Damage Waiver" coverage is purchased at time of rental. Damage Waiver coverage is limited to the first \$500.00 of repair costs computed at Century's current retail rates.
8. All cars are to be returned clean of signs, cups, cans, trash, etc. or \$10.00 per car will be charged to cover the cost of cleanup.
9. Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law; (c) who is not qualified to operate it; (d) who is under the age of 16. Customer agrees, at Customer's sole expense to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the Equipment.
10. Unless otherwise agreed in writing, Lessee hereby assumes all risks of loss, theft, damage or destruction, partial or complete, of the vehicle from any and every cause whatsoever commencing with delivery of the vehicle to the Lessee, or an agent of the Lessee. All replacement, repairs or substitutions of parts or accessories shall constitute accessions to the vehicle and title thereto shall vest and remain in the Lessor. The Lessee agrees to give prompt written notice to the Lessor in the event of any loss of, or damage to, the vehicle. The total or partial destruction of the vehicle or the total or partial loss or use of possession thereof to the Lessee shall not release or relieve the Lessee from any obligation of Lessee under the agreement which shall continue in full force and effect.

Lessee further acknowledges that Lessee herein assumes all risk of loss for any personal injury which may arise by virtue of the use of said car and that Lessee agrees to indemnify and hold harmless Century Equipment, from and against any and all claims of whatever kind and nature and all costs, expenses, damages, losses and liabilities whatsoever incurred or suffered by Lessor in connection therewith as a result of, or incident to, the management, maintenance, possession, control, use, operation, storage, delivery, transportation and removal of the vehicle or any part thereof and this indemnity covenant shall continue in full force and effect notwithstanding the full payment of all amounts due hereunder or the termination of this Rental Agreement.

In the event of damages of any kind whatsoever to the Vehicle, Lessee at it's expense and at the option of Lessor, shall either (a) place the same in good repair, condition and working order, or (b) replace the same with a like motor vehicle acceptable to Lessor and in good repair, condition and working order and of equivalent value which shall become property of Lessor and included within the term - "Vehicle" as used herein, or (c) pay Lessor all unpaid rentals as may be allocated by Lessor to such vehicle, plus the estimated wholesale value specified. Upon payment or replacement as provided for in clauses (b) and (c) hereof this agreement shall terminate with respect to such Vehicle so paid for or replaced and Lessee thereupon shall take title thereto, AS IS, WHERE IS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER WHATSOEVER.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

| | |
|-----------------------------|--------|
| INSURERS AFFORDING COVERAGE | NAIC # |
| INSURER A: | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|-------|---|---------------|----------------------------------|-----------------------------------|--|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | XXXXXXXXXX | xx/xx/xx | xx/xx/xx | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| B | X | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | XXXXXXXXXX | xx/xx/xx | xx/xx/xx | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| C | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | XXXXXXXXXX | xx/xx/xx | xx/xx/xx | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 DISEASE - POLICY LIMIT \$ 500,000 |
| D | | OTHER Inland Marine Equipment Floater | XXXXX XXXX | xx/xx/xx | xx/xx/xx | Value of Leased or Rented Equipment |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Century Equipment, Inc. is additional insured / loss payee as respects to equipment leased from them by named insured.

CERTIFICATE HOLDER

Century Equipment, Inc.
 5959 Angola Road
 Toledo, OH 43615

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE