

2018 Vehicle Rental Contract

Date:					Delivery Date:				
					Pic	k Up Date:			
Bill To									
					ivor/ Diakun Add	***			
	;				iver/ Pickup Add	<u>1655.</u>			
Email	: :								
Phon	e:								
		tact Person:							
Name):)hana /	Doguirod).							
Cell F	mone (Required)							
Vehicle Rental Rates									
Qty	Description			Day Rental	Week Rental	Weekend Rental	Total		
	4-Pass	4-Passenger		\$90.00	\$295.00	\$150.00			
	6-Passenger			\$160.00	\$500.00	\$230.00			
	8-Passenger			\$195.00	\$530.00	\$265.00			
	Standard Size Utility w/ fixed box bed		\$90.00	\$295.00	\$150.00				
	Heavy Duty Utility w/dump box or flatbed		\$127.00	\$395.00	\$200.00				
Specialty Vehicle (Ambulance / Handicap)			\$260.00	\$590.00	\$330.00				
				Ord	Order Subtotal: \$				
l elect	NOT to	receive Damage P	rotection	Dam	Damage Waiver (15%): \$				
			_		Delivery Charge: \$				
					Sale	Sales Tax: \$			
						TOTAL: \$			
Printed	l Name: _								
Signatu	ure:								
Mail, fa	x or e-ma	ail your signed orde	r, Certificate of Liab	ility Insurance,	and/or Tax Exem	ot form to the appropr	iate office:		
Toledo	lo: Anita Clayton aclayton@century		vequip.com	Ph: 800-346-	-0066 Fax: 41	9-865-8215			
Clevel	Cleveland: Paul Vierheller <u>pvierheller@centul</u>		ıryequip.com	Ph: 866-696-	Ph: 866-696-5712 Fax: 216-				
Colum & Cinc		Kyle Rapp	KyleRapp@centu	ryequip.com	Ph: 866-976-	-6203 Fax: 61	4-771-9990		

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^{*} This is a legally binding contract and governed by the laws of the State of Ohio. Details can be found on pages two and three attached below *

TERMS AND CONDITIONS

Century Equipment does not provide any public liability insurance on any rental. Please sign above 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.

SCHEDULE A: Vehicle Rental Terms & Conditions

- 1. Payment: Customers who do not have open account status with Century Equipment will be required to send payment in advance for Century to deliver cars. Credit cards are acceptable for all payments. (MC, VISA, AE)
- 2. Delivery-Pick up Charges:
 - Delivery charges plus <u>current fuel surcharge</u> will be quoted at time of placing reservation for rental.
- 3. Rain Out: If vehicle(s) were delivered, delivery charge will be assessed, less any deposit. If vehicle(s) were not delivered, deposit will be refunded.
- 4. <u>Cancellation</u>: Cancellation notice for an event must be received <u>48 hours prior to delivery of vehicles</u>. Deposit will be refunded upon 48-hours cancellation notice.
- 5. Performance/Reasonable Wear and Tear: All vehicles are guaranteed to operate upon delivery. If a vehicle 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 vehicle shall mean only the normal deterioration of the vehicle 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 vehicle; (b) damage in the nature of dents, bending, tearing, staining and misalignment to or of the vehicle or any part, thereof; (c) any other damage to the vehicle which is not considered ordinary and reasonable in the vehicle rental industry. Repairs required due to fault of Lessee will be billed at current "time and material" rates.
- 6. Lost Keys: Lessee is responsible for all keys. There will be a \$3.00 charge for each missing key.
- 7. <u>Damage to Vehicle(s):</u> Lessee is responsible for any damage to any vehicle not listed on damage report form at time of delivery, unless "Damage Protection" coverage is purchased at time of rental. <u>Damage Protection coverage is limited to the first \$600.00</u> of repair costs computed at Century's current retail rates.
- 8. All vehicles are to be returned clean of signs, cups, cans, trash, etc. or \$15.00 per vehicle will be charged to cover the cost of cleanup.
- 9. Customer will not use or allow anyone to use the vehicle(s): (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 Vehicle(s).
- 10. Unless otherwise agreed in writing, Lessee hereby assumes all risks of loss, theft, damage or destruction, partial or complete, of the vehicle(s) from any and every cause whatsoever commencing with delivery of the vehicle(s) to the Lessee, or an agent of the Lessee. All replacement, repairs or substitutions of parts or accessories shall constitute accessions to the vehicle(s) 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(s). The total or partial destruction of the vehicle(s) 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 vehicle(s) 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(s) 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(s), Lessee at its 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(s), plus the estimated replacement value specified. Upon payment or replacement as provided for in clauses (b) and (c) hereof this agreement shall terminate with respect to such Vehicle(s) 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 WHATSOVER.

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ACORD, CERTIFICATE OF LIABILITY INSURANCE									
PRODUC	ER		ONLY AN HOLDER.	D CONFERS I THIS CERTIFIC	SUED AS A MATTER ON RIGHTS UPON THE CATE DOES NOT AME AFFORDED BY THE P	HE CERTIFICATE ND, EXTEND OR			
			INSURERS A	AFFORDING CO	VERAGE	NAIC#			
INSURE			INSURER A:	INSURER A:					
			INSURER B:	INSURER B:					
			INSURER C:	Contraction of the barriers	***************************************				
				INSURER D:					
COVE	RAGES		INSURER E:	INSURER E:					
ANY MAY POLIC	POLICIES OF INSURANCE LISTED BELC REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDED DIES. AGGREGATE LIMITS SHOWN MAY	I OF ANY CONTRACT OR OT BY THE POLICIES DESCRIB	THER DOCUMENT WITH ED HEREIN IS SUBJECT AID CLAIMS.	RESPECT TO W	HICH THIS CERTIFICATE I	MAY BE ISSUED OR			
INSR ADD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	~			
Ax	GENERAL LIABILITY X COMMERCIAL CENERAL LIABILITY	VVVVVVVVV	xx/xx/xx	whyha	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000			
^ ^		XXXXXXXXX	******	xx/xx/xx	PREMISES (Ea occurence)	\$ 300,000			
	CLAIMS MADE^ OCCUR				MED EXP (Any one person) RSONAL & ADV INJURY	\$ 1,000,000			
) (_	GENERAL AGGREGATE	\$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:	Sai		ハし	ODUCTS - COMP/OP AGG	\$ 2,000,000			
	POLICY PRO- JECT LOC								
	ANYAUTO				COMBINED SINGLE LIMIT (Ea accident)	\$			
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$			
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$			
					PROPERTY DAMAGE (Per accident)	\$			
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$			
	ANY AUTO				OTHER THAN EA ACC	\$			
_	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$ 1,000,000			
В х	X OCCUR CLAIMS MADE	(XXXXXXXXX	xx/xx/xx	xx/xx/xx	AGGREGATE	\$ 1,000,000			
						\$			
	DEDUCTIBLE					\$			
	RETENTION \$					\$			
	RKERS COMPENSATION AND PLOYERS' LIABILITY	xxxxxxxxx	xx/xx/xx	xx/xx/xx	X WC STATU- TORY LIMITS ER	s 500,000			
ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?					\$ E00.000			
If ve	s, describe under		20 M		E.L. DISEASE - EA EMPLOYEE	500,000			
OTHER D Inland Marine Equipment Floater XXXXX XX									
DESCRIPT	ION OF OPERATIONS / LOCATIONS / VEHICLES	/ EXCLUSIONS ADDED BY ENDORS	EMENT/SPECIAL POVISIO	ins	1				
Cent	ury Equipment, Inc. is add	litional insured / los	s payee as res	pects to ear	uipment leased fro	om them by			
	d insured.					,			
CERTIE	ICATE HOLDER		CANCELLATI	CANCELLATION					
OLKIII	ICATE HOLDER			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION					
	Century Equipment, Ir	nc		DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN					
		10.		NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL					
	5959 Angola Road			IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR					
	Toledo, OH 43615			REPRESENTATIVES.					
			AUTHORIZED REPR	AUTHORIZED REPRESENTATIVE					
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