

loto					Circle/Highlight Preferred Timeframe			
Pate:		Del Pic	ivery Date: kup Date:		Deliver Pickup		9-12 or 12-3 9-12 or 12-3	
Billing Information				<u>Delivery / Pickup Address</u>				
Name:								
E-Mail: Phone: On-Site Co								
<u> </u>				Alt Phor	ne:			
	1	Gas Ve	ehicle Rental R	ates				
Description	Daily	QTY	Weekend	QTY	Weekly	QTY	Total	
4-Passenger	\$93.00		\$155.00		\$305.00		\$ 0.00	
6-Passenger	\$165.00		\$237.00		\$515.00		\$ 0.00	
3-Passenger	\$201.00		\$273.00		\$546.00		\$ 0.00	
Standard Utility w/ dump box	\$93.00		\$155.00		\$305.00		\$ 0.00	
Heavy Duty Utility w/ dump box	\$138.00		\$217.00		\$428.00		\$ 0.00	
Joann Duty Hillity w/ flathod	\$163.00		\$256.00		\$503.00		\$ 0.00	
	\$268.00		\$340.00		\$608.00		\$ 0.00	
Ambulance Utility	\$268.00 \$ <u>0.00</u>		Delivery inc.	\$ 0.00	\$608.00	Subtota		
Heavy Duty Utility w/ flatbed Ambulance Utility  Damage Protection ( optional ):  Discount ( if applicable ):				\$ 0.00 \$ 0.00	\$608.00	Subtotal Sales Ta	: \$ 0.00	

<sup>\*</sup> This is a legally binding contract and governed by the laws of the State of Ohio. Details can be found on page two of this Rental Contract

## TERMS AND CONDITIONS

Century Equipment does not provide any public liability insurance on any rental. The signature above indicates 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.
- 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.
- 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. Damage Protection coverage is limited to the first \$600.00 of repair costs computed at Century's current retail rates.
- 8. 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).
- 9. 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.

ACORD, CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)			
_	DUCE			THIS CER ONLY AN HOLDER.	TIFICATE IS IS ID CONFERS THIS CERTIFIC	SUED AS A MATTER ON RIGHTS UPON THE CATE DOES NOT AME AFFORDED BY THE P	HE CERTIFICATE		
				INSURERS A	AFFORDING CO	VERAGE	NAIC#		
ins	JRED			INSURER A:					
				INSURER B:					
				INSURER C:					
					INSURER D: INSURER E:				
co	VER	RAGES		INSURERE:					
A N P	NY R AY P	REQUIREMENT, TERM OR CON PERTAIN, THE INSURANCE AFF IES. AGGREGATE LIMITS SHOV	D BELOW HAVE BEEN ISSUED TO DITION OF ANY CONTRACT OR C ORDED BY THE POLICIES DESCRI IN MAY HAVE BEEN REDUCED BY	OTHER DOCUMENT WITH BED HEREIN IS SUBJEC PAID CLAIMS.	H RESPECT TO W T TO ALL THE TER	/HICH THIS CERTIFICATE RMS, EXCLUSIONS AND CO	MAY BE ISSUED OR		
LTR	INSRI	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMI			
A	x	GENERAL LIABILITY	LITY	xx/xx/xx	xx/xx/xx	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000 \$ 300,000		
' '		COMMERCIAL GENERAL LIAB	CCUR	******	*****	PREMISES (Ea occurence)	5,000		
		CLAIMS WADE O		M		MED EXP (Any one person)  RSONAL & ADV INJURY	\$ 1,000,000		
and the second					) I <del>[-</del>	GENERAL AGGREGATE	\$ 2,000,000		
		GEN'L AGGREGATE LIMIT APPLIES	PER:	MK		ODUCTS - COMP/OP AGG	\$ 2,000,000		
		POLICY PRO- JECT	LOC						
		ANY AUTO		-		COMBINED SINGLE LIMIT (Ea accident)	\$		
A CONTRACTOR AND A CONT		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$		
ed-radioscopies and a		HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$		
						PROPERTY DAMAGE (Per accident)	\$		
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
		ANYAUTO				OTHER THAN EA ACC	\$		
	-	EXCESS/UMBRELLA LIABILITY	, , , , , , , , , , , , , , , , , , , ,			EACH OCCURRENCE	\$ 1,000,000		
В	X	X OCCUR CLAIMS MA	ADE XXXXXXXXX	xx/xx/xx	xx/xx/xx	AGGREGATE	\$ 1,000,000		
							\$		
		DEDUCTIBLE					\$		
		RETENTION \$					\$		
С		KERS COMPENSATION AND	xxxxxxxxxx	xx/xx/xx	xx/xx/xx	X WC STATU- OTH- TORY LIMITS ER	500.000		
U	ANYF	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	1000000		E.L. EACH ACCIDENT	\$ 500,000 \$ 500,000			
	If yes.	, describe under	('0'	A 16		E.L. DISEASE - EA EMPLOYEE	F00.000		
D	OTHE	cial provisions below er and Marine Equipment Floa	ater XXXXX XX	xx/:	x, x, x	Value of Leased or R	Y		
			Complete of Control						
			HICLES / EXCLUSIONS ADDED BY ENDOR	_					
			additional insured / lo	ss payee as res	spects to eq	uipment leased fr	om them by		
na	med	d insured.							
CEF	TIFI	CATE HOLDER		CANCELLATI	ON				
				SHOULD ANY OF	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL				
		Century Equipme		DATE THEREOF,					
5959 Angola Road				NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL					
		Toledo, OH 4361	5		IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR				
·				REPRESENTATIVES. AUTHORIZED REPRESENTATIVE					
		1							
ACC	RD 2	25 (2001/08)				© ACORD CO	RPORATION 1988		

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## Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Century Equipment				
	(Vendor's name)			
and certifies that the claim is based upon the pu or both, as shown hereon:	rchaser's proposed use of the items or services, the act	ivity of the purchase,		
Purchaser must state a valid reason for claiming exception or exemption.				
	Purchaser's name			
	Street address			
	City, state, ZIP code			
	Signature	Title		
	Date signed			
	Vendor's license number, if any			

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.