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## CONTRACT

### RENTAL & BUSINESS PROCEDURES

**BUSINESS HOURS:**

Open Monday through Friday, 9am to 6:00pm, excluding holidays; after hours, weekends and holidays by appointment only.

**DELIVERY AND PICKUP:**

We will deliver or pick-up equipment for you at anytime. Special arrangements are available for off hour pick-ups or drop offs at the customer's request.

**RENTAL PERIOD:**

The minimum rental period is one day. Equipment must be returned by 10:00 am to avoid an extra day charge. Special weekly package rates are available and "down days", or "travel days" must be requested in advance. The lessee shall compensate Chicago Portable Power Company for any actual reasonable rental loss that may occur due to cancellation by the lessee of all or part of an order. At no time will rental charges accrue toward the purchase of any rental equipment.

**RENTAL PRICES:**

All prices are quoted per day unless otherwise specified.

**CANCELLATIONS:**

Any order cancellation less than 48 hours prior to pick-up or delivery of the equipment is subject to cancellation charges, (i.e. full daily rental charge). Packages involving trucks shall inform Chicago Portable Power Company of a cancellation 72 hours to avoid a cancellation charge. The lessee shall compensate Chicago Portable Power Company for any actual reasonable rental loss that may occur due to cancellation by the lessee of all or part of an order.

**INSURANCE:**

The lessee shall provide their own insurance to cover replacement value of equipment rented and for all loss or damage. Rental cost will not be deducted from replacement cost. Certificates of insurance, or verification from insurance company that the certificates are forthcoming, must be made available to Chicago Portable Power Company, prior to release of equipment. See insurance requirements for details.

**LIABILITY:**

Chicago Portable Power is in no way responsible for any liabilities, claims, costs, or expenses arising out of the use or possession of its equipment. Our equipment is offered for inspection and testing by lessee prior to leaving our facility. Chicago Portable Power Company shall not be liable for any loss or damage of any kind, resulting from services of drivers, technicians or any other personnel and / or service provided by Chicago Portable Power Company, unless such damage or loss results from the gross negligence or intentional misconduct of Chicago Portable Power Company.

**DAMAGED EQUIPMENT:**

All equipment is rented in good condition and is to be returned in good condition. Any repair work necessary during the term due to lessee's use or operation, shall be paid by the lessee. If unit is damaged beyond repair, the lessee shall pay full replacement price. The lessee agrees not to remove or cover the tag or name plate on equipment showing ownership by Chicago Portable Power Company.

**DAMAGE TO VEHICLES:**

The lessee shall pay full repair cost and loss of rental during repairs for any damage to a rented vehicle that requires repair and is not rentable.

**SERVICE OF EQUIPMENT/GENERATORS:**

All generators must be serviced by Lessee and performed by a qualified diesel mechanic. Service must be performed on generators every 200 hours with complete fuel and oil filters. Air filters must be replaced every 500 hours.

**TERMS & CONDITIONS:**

The lessee agrees to pay rental price for the equipment and / or vehicle rental. Should said equipment or any part thereof, be lost, damaged or destroyed, by fire, casualty of any kind, act of God or other act or accident, the lessee agrees to repair or replace the equipment so lost, damaged, destroyed or detained as well as actual accrued rental therefore, according to the full replacement value or in the event of damage the lessee agrees to pay the actual accrued rental plus the cost of necessary repairs. Rent shall be due whether or not such loss has occurred. Lessee agrees to and does hereby indemnify Lessor and hold Lessor, its agents and employees, harmless of and from any and all losses, damages, claims, demands of liability of any kind or nature whatsoever, including legal expenses, arising from the use or operation of the equipment rented, and by whosoever used or operated during the term hereof excluding any such losses, damages or claims resulting from the gross negligence or intentional misconduct of the Lessor. This indemnification shall continue in full force and effect during and after term of this rental for causes arising during the term of this rental.

**RENTAL INSURANCE REQUIREMENTS**

The lessee agrees to pay rental price for the equipment and / or vehicle rental. Should said equipment or any part there-of, be lost, damaged or destroyed, by fire, casualty of any kind, act of god or other act or accident, the lessee agrees to pay the full value of the equipment so lost,

damaged, destroyed or detained as well as Actual accrued rental therefore, according to the full replacement value or in the event of damage the lessee agrees to pay the accrued rental plus the cost of necessary actual repairs. Rent shall be due whether or not such loss has occurred. Lessee, at its own expense, agrees to furnish Lessor with CERTIFICATE OF INSURANCE prior to release of equipment with coverage's as follows:

**MISC. EQUIPMENTS COVERAGE:** Minimums shall vary according to the value of the total equipment rented and shall not be less than the full repair or replacement value of all equipment rented. Coverage to include all listed equipment for ALL RISK Im perils and contain a LOSS PAYEE clause endorsement stated as follows: Effective (DATE), it is understood and agreed that the certificate holder is recognized as LOSS PAYEE as respects (Value AMT) misc. rented equipment and that said policy is primary and not in excess of, or contributory to, any other insurance provided for the benefit of, or by, the certificate holder.

**GENERAL LIABILITY COVERAGE:** Minimum of \$1,000,000 general aggregate, \$1,000,000 products, personal injury and each occurrence, is to be maintained for the term of this rental. If the limits are lower than the above, there must also be shown an EXCESS LIABILITY policy for the limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. Chicago Portable Power Company is to be named ADDITIONAL INSURED, as respects the rental of the equipment during the term of the rental agreement. Workers' compensation policy must be shown as evidence of coverage. Lessee is responsible for payment of the deductible.

**VEHICLES:** Lessee agrees to provide AUTO, BODILY INJURY, and PROPERTY DAMAGE with no less than \$1,000,000 combined single limits. Lessor will be named as ADDITIONAL INSURED. Lessor shall be afforded primary liability coverage and this primary liability coverage shall not be contributory with any other insurance carried by Lessor. Premiums for this liability insurance shall be paid by Lessee. Lessee agrees to provide PHYSICAL DAMAGE (COMPREHENSIVE AND COLLISION) coverage on a blanket basis to any vehicles that Chicago Portable Power Company may provide Lessee, with a limit not less than \$125,000. This insurance shall remain in full force and effect until this lease has expired and said equipment has been returned to Lessor. The interests of the Lessor as parties insured by such insurance policy shall not be invalidated or otherwise adversely affected my any act or omission, negligent or otherwise of Lessee or Lessee's agents, employees, successors or assigns. No material change reducing the coverage afforded or cancellation of this policy shall be effective as the Lessor without thirty (30) days prior written notice to Chicago Portable Power Company. Lessee is responsible for payment of the deductible. **WE DO NOT ACCEPT RESPONSIBILITY FOR UNSAFE OR UNQUALIFIED DRIVERS/GENERATOR OPERATORS HIRED BY LESSEE. THE LESSEE ACCEPTS COMPLETE RESPONSIBILITY FOR VERIFICATION OF THE GOOD DRIVING RECORDS OF THE DRIVERS IT HIRES AND THAT THEY HAVE PROPER LICENSE CLASSIFICATION AND SKILLS TO OPERATE THE VEHICLE/GENERATORS/EQUIPMENT BEING RENTED.**

Lessee agrees to and does hereby indemnify Lessor and hold Lessor, its agents and employees, harmless of and from any and all losses, damages, claims, demands of liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition, (including without limitation latent and other defects) or operation of the equipment rented, and by whosoever used or operated during the term hereof excluding any such losses, damages or claims resulting from the gross negligence or intentional misconduct of the Lessor. This indemnification shall continue in full force and effect during and after term of this rental for causes arising during the term of this rental.

Thank You for Your Business.

<p>Invoice: _____</p> <p>Company: _____</p> <p>Job Number: _____</p> <p>Pick Up: _____</p> <p>Return: _____</p> <p>Truck Package: _____</p> <p>Days Rented: _____</p> <p>Location of Use: _____</p> <p>Vehicle: _____</p> <p>Driver: _____</p> <p>Mileage: _____ @ \$.75 mile</p>	<p>I have read this agreement and fully understand the Rental and Business Procedures for the equipment I am receiving. I agree to abide by this contract in its entirety.</p> <p>Signature: _____</p> <p>Print name: _____ Representing.</p> <p>_____</p>
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