

# JT Services/Available Light

James Teiper, Owner/Operator

3525 Cameo Drive #90 Oceanside CA 92056

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## EQUIPMENT RENTAL AGREEMENT

Renter agrees to indemnify and hold Supplier harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including any attorney fees or punitive awards 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 Supplier hereunder provided; however, that Renter shall have no obligation to indemnify and hold harmless Supplier for his sole negligence or for the intention or wanton misconduct of any personnel by Supplier hereunder.

Renter shall secure and maintain **(a)** All Risk Physical Damage insurance including coverage for collision and upset and comprehensive losses to the equipment rented from Supplier 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. Renter shall provide Certificate of Insurance, signed by an authorized representative of the Renter's insurance company, evidencing that Renter is in compliance with the insurance provisions of this Agreement. Renter shall have the insurance company providing coverage required hereunder add the interest of Supplier as Additional Insured and Loss Payee as Supplier's interest may appear in reference to any and all equipment provided by Supplier under the terms and conditions of this Agreement. Any insurance certificate provided in accordance with this Agreement shall stipulate that Supplier 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 Supplier shall stipulate that the coverages indicated on the insurance certificate shall be primary coverage and not contributing with any other insurance maintained by Supplier. It is agreed that Renter's insurance coverage shall commence at the time any of the Supplier's equipment leaves Supplier's premises and shall remain in full force and effect until the equipment is returned to the premises of Supplier unless Supplier shall stipulate that such equipment is to be returned to a specific location other than Supplier's premises.

Supplier agrees to provide adequate evidence that Lesser has met the insurance requirements as indicated herein by filing with Supplier a fully executed Certificate of Insurance at or prior to the delivery of any equipment or vehicles rented or leased by Renter hereunder.

Supplier 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 or resulting from the manufacture, alteration or modification by Supplier, his employees or agents, of any equipment or vehicle supplied to Renter pursuant to this Agreement.

Equipment coverage shall be provided on replacement cost basis. If provided on actual cash value basis, and in the event of loss and/or damage, Renter shall pay the difference between actual cash value and replacement cost.

It is further understood and agreed that Renter shall be obligated for loss of rental income until such time as equipment is fully repaired and returned to Supplier or full payment in settlement of loss is received by Supplier.

Agreed To By:

\_\_\_\_\_  
Company/Organization (Renter)

\_\_\_\_\_  
JT Services/Available Light Agent (Supplier)

\_\_\_\_\_  
Representative/Renter (Signature)

\_\_\_\_\_  
Projected Dates Covered By This Agreement

\_\_\_\_\_  
Representative/Renter (Printed)

\_\_\_\_\_  
Date Signed by Renter