

mobee llc.

121 Eucalyptus Hill Circle Santa Barbara, CA 93103

LEASE/RENTAL AGREEMENT TERMS & CONDITIONS

Equipment and Vehicles

Please Read Carefully. You Are Liable for the Care, Custody and Control of Our Equipment and Vehicles from Time They Leave Our Yard Until the Time They Are Returned to Our Yard

Lessee agrees to indemnify and hold Lessor harmless from any and all claims, actions, Suits, proceedings, costs, expenses, damages and liabilities, including responsible attorney fees 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 lessor hereunder provided: however, that Lessee shall have no obligation to indemnify and hold harmless Lessor for his sole negligence or for the intention or wanton misconduct of any personal by Lessor hereunder.

Lessee shall secure and maintain (a) All Risk Physical Damage insurance including coverage for collision and upset and comprehensive losses to the equipment rented from Lessor 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 broad from contractual liability. The Business Automobile Liability policy shall include coverage for Hired and Non-Owned Automobile Liability and Physical Damage. Lessee shall provide certificate of insurance signed by an authorized representative of the Lessee's insurance company, evidencing that Lessee is in compliance with the insurance provisions of this agreement. Lessee shall have the insurance company providing coverage required hereunder add the interest of Lessor as Additional Insured and Loss Payee as Lessor's interest may appear in reference to any and all equipment provider by Lessor under the terms and conditions of this agreement. Any insurance certificate provided in accordance with this agreement shall stipulate that Lessor shall receive 30 days written notice of cancellation or reduction in the limits of liability; each such certificate issued to Lessor shall stipulate that the coverage's indicated on the insurance certificate shall be primary coverage and not contributing with any other insurance maintained by Lessor. It is agreed that Lessee's insurance coverage shall commence at the time the lessor's equipment leaves the Lessor's premises and shall remain in full force and effect until the equipment is returned to the premises of Lessor unless Lessor shall stipulate that such equipment is to be returned to a specific location other than Lessor's premises.

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

Lessee agrees to indemnify, defend, and hold Lessor harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities including reasonable attorney fees arising out of, connected with, or resulting from the manufacture, alteration, or modification by Lessor, his employees or agents, of any equipment or vehicles supplied to Lessee pursuant to the 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, Lessee shall pay the difference between the actual cash value and replacement cost.

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

WE AGREE TO THE ABOVE TERMS AND CONDITIONS.

JOB NAME AND NUMBER:

AUTHORIZED REPRESENTATIVE OF LESSEE:

RENTAL DATES:

PO #:

PLEASE PRINT YOUR NAME

DATE: _____

SIGNATURE