



LIGHTING BY STEINHEIMER

www.steinheimer.com

EQUIPMENT RENTAL / LEASE AGREEMENT

Lessee agrees to indemnify and hold Lessor harmless from 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 rental/lease of any equipment, including motor vehicles.

Rental Period and Cancellations

Minimum rental period is one day. Lighting By Steinheimer requires 24 hours notice of all cancellations. A charge of one day rental shall be charged for lack of advance notice.

Payment Terms

Payment terms are net 30 days, except for out-of-state lessees who are C.O.D. at end of job.

Damaged Equipment

Our equipment is offered for inspection and testing at the time of rental. All equipment is rented in good condition and is to be returned in the same condition. Lessee will be responsible for any cost to repair and/or replace equipment to same condition as when delivered, normal wear and tear accepted.

It is further understood and agreed that Lessee shall be obligated for 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.

Insurance Requirements

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 Auto 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.

Certificate of Insurance

Lessee shall provide Lessor 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, prior to the delivery of any equipment or vehicles rented by Lessee hereunder. 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 provided 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 from the insurance company providing the required coverage prior to any cancellation or reduction in the limits of liability; each such certificate issued to Lessor shall stipulate that the coverages 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 of any of the Lessor's equipment leaves 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.

Summary of Coverages Required

Lessee must provide Lighting By Steinheimer with evidence of Comprehensive General Liability Insurance in an amount not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Liability **and**

Automobile Liability Insurance in an amount not less than \$500,000 Combined Single Limit **and**

Include Physical Damage Endorsement (Comprehensive & Collision for Non-owned and Hired Vehicle) on a blanket basis to any vehicles that Lighting By Steinheimer may provide to lessee **and**

Lessee must provide All Risks Insurance on all equipment rented from Lighting By Steinheimer in the amount of \$150,000 for the contents of the 2002 Freightliner 4 ton griptruck, \$80,000 for the 2 ton griptruck, \$125,000 for the Chapman Super PeeWee or Fisher 10 dolly or other amount specified for equipment rentals.

List Lighting By Steinheimer as Loss Payee as respects Misc. equipment, Physical Damage to Autos, and Comprehensive and Collision.

List Lighting By Steinheimer as Additionally Insured as respects to: Third Party Prop. Damage, Comprehensive General Liability, and Auto Liability.

Certificate shall be addressed to:

Alan Steinheimer
Lighting By Steinheimer
1865 Franklin Street, Berkeley, CA 94702

Cell: 415-672-4658

Faxes can be sent to: 510.439.2818

E-mail: alan@steinheimer.com

We have read this contract and agree to all terms and conditions.

LESSEE

Print name

Company

Signature

Date

Signature for faxes

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