



## SPARTA GRIP – RENTAL CONTRACT

Lessee ( \_\_\_\_\_ ) agrees to indemnify and hold Lessor (Sparta Grip and/or its affiliates) 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 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 personnel by Lessor hereunder. The terms and conditions below form the entire rental contract and agreement (the "Rental agreement") between the Lessee (the "Lessee") and "SPARTA GRIP", the Lessor (the "Lessor"), and apply to all the equipment, property and/or vehicles rented by the Lessee.

### 1. Rental Period and Cancellations

Minimum rental period is one day. Special rates are available on one week or longer rentals. SPARTA GRIP requires 24 hours-notice of all cancellations. A charge of one full day rental shall be charged for lack of advance notice.

### 2. Payment Terms

**First time Client** with no account and all LLC's.

**Package Rental with truck** - 100% of invoice due upon delivery COD (Cash On Delivery). Loss and damage and any other costs not calculable at the end of the job will be charged in a subsequent invoice, payable upon receipt including but not limited to: Fuel Charges, Mileage, Expendables, Loss and Damage.

**Package Rental without truck** - 100% of invoice due upon pickup COD (Cash On Delivery). Loss and damage and any other costs not calculable at the end of the job will be charged in a subsequent invoice, payable upon receipt including but not limited to: Fuel Charges, Mileage, Expendables, Loss and Damage.

**First time Clients** - who open an account prior to their first rental. 50% of invoice cost up front and remainder of bill net 30 from completion of job. Loss and damage and any other costs not calculable at the end of job will be charged in a subsequent invoice payable upon receipt: including but not limited to Fuel Charges, Mileage, Expendables, Loss and Damage.

**Return clients** - who have an open account with good standing and operating within credit limits will be net 30 days.

**Past due accounts** - All past-due accounts by 30 days will incur a 5% surcharge per month until balance is paid in full. Any QUICKPAY DICOUNTS will be VOID after 30days of nonpayment and will also incur a 5% surcharge per month. Any account overdue by 60 days will be required to pay COD (Cash On Delivery) on any future rentals.

### 3. Equipment inspection and Damaged equipment (L&D)

Lessee acknowledges right to inspection and acknowledges receipt in good condition of the equipment and/or property hereof (the "Property") before time of rental. All equipment is rented in good working order and is to be returned in the same condition. Equipment coverage shall be provided in replacement cost basis. If provided on actual cash basis, and in the event of loss and/or damage, Lessee shall pay the difference between the actual cash value and replacement cost. If the property is in need of repair upon Lessee's return of same, Lessee shall pay all costs of such repair. If the

Property is damaged beyond repair or lost or destroyed from any cause, Lessee shall pay Lessor the replacement Cost for such Property, without any allowance for depreciation or obsolescence. Repair or replacement of said equipment will be the sole decision of the lessor. 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.

#### 4. 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 Automotive Liability insurance both in the 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 Automotive Liability form shall include coverage for Hired and Non- Owned Automotive 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 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 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 premises and insurance coverage shall commence at the time any of the Lessor's equipment leaves Lessor's premises and shall remain in full force and effect until 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 insurance requirements as indicated herein by filing with Lessor a fully executed Certificate of Insurance prior to the delivery of any equipment and/or vehicles leased by Lessee.

#### 5. Summary of Coverage Required:

Lessee must provide SPARTA GRIP with evidence of **Comprehensive General Liability Insurance** in an amount not less than: \$1,000,000.00 **Combined Single Limit Bodily Injury and Property Damage Liability & Automobile Liability Insurance** in an amount not less than: \$100,000.00 Combined Single Limit and Include **Physical Damage Endorsement** (Comprehensive & Collision for **Non- owned and Hired Vehicle**) on a blanket basis to any vehicles that SPARTA GRIP may provide to lessee and Lessee must provide **All Risks Insurance** on all equipment rented from SPARTA GRIP in the amount of \$100,000.00 USD or any other amount specified for equipment rentals.

1. List **SPARTA GRIP and/or STU BRUMBAUGH** as **Loss Payee** as respects Misc., Equipment, Physical Damage to Automobiles, as well as Comprehensive and Collision.

2. List **SPARTA GRIP and/or STU BRUMBAUGH** as **Additionally Insured** as respects to: Third-Party Property Damage, Comprehensive General Liability, and Auto Liability.

Certificate or insurance shall be addressed to:

**SPARTA GRIP and/or STU BRUMBAUGH**  
6142 Manton Ave.  
Woodland Hills, CA 91367  
[stu@spartagrip.com](mailto:stu@spartagrip.com)  
310-430-9646

#### 6. CORPORATIONS, DBA's AND LLCs

If Lessee is a Corporation, DBA or LLC, the individual signing this agreement on behalf of said corporation DBA or LLC hereby warrants that he/she has full authority of such corporation or LLC to sign this agreement and obligate the corporation contractually. Said person and/or the corporation/DBA/LLC shall be jointly and severally liable for all rentals and all other sums that may be at any time due and owing to Lessor under the terms of this agreement.

By signing below, Lessee hereby certifies that he/she has read and fully understands and accepts all provisions listed in this agreement prior to executing this agreement.

Lessee also acknowledges that a photocopy, electronic copy and/or fax copy of this document shall warrant the consent as an original agreement.

**LESSEE INFO:**

Company Name \_\_\_\_\_

Officer or Representative \_\_\_\_\_

Job Name \_\_\_\_\_

Job Number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**LESSOR INFO:**

Representative \_\_\_\_\_ of SPARTA GRIP.

Signature \_\_\_\_\_

Date \_\_\_\_\_