



JAMMIN PRODUCTS/JAY HALSEY - RENTAL CONTRACT

Lessee (_____) agrees to indemnify and hold Lessor (JAMMIN PRODUCTS/JAY HALSEY) 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 "JAMMIN PRODUCTS/JAY HALSEY", the Lessor (the "Lessor"), and apply to all the equipment and property rented by the Lessee.

1. RENTAL PERIOD AND CANCELLATIONS:

The minimum rental period is one day. Equipment must be returned by 10:00 am to avoid an extra day charge. Special rates are available on one week or longer rentals. JAMMIN PRODUCTS/JAY HALSEY requires 24 hours-notice of all cancellations. A charge of one full day rental shall be charged for lack of advance notice.

2. **PAYMENT:** Invoice Payment - NET 15 days.

Rental Deposit: Check/Cash Deposit/Credit Card is required for all rentals. All payments made in USD (U.S. Dollars). Credit Card payment will require a 3.5% convenience fee charge.

Past due accounts - All past-due accounts by 30 days will incur a 5% surcharge per month until balance is paid in full.

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: Expendables, Loss and Damage.

3. EQUIPMENT:

All equipment is rented in good working order and is to be returned in the same condition. 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 needs 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 and comprehensive losses to the equipment rented from Lessor hereunder, Comprehensive General Liability insurance in the amount of not less than \$1,000,000. Single Limit for personal injury, bodily injury and property damage. 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 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 leased by Lessee.

5. COVERAGE REQUIRED:

Lessee must provide JAMMIN PRODUCTS/JAY HALSEY 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 Insurance.

1. List JAMMIN PRODUCTS/JAY HALSEY as Loss Payee as respects Misc., Equipment.
2. List JAMMIN PRODUCTS/JAY HALSEY as Additionally Insured as respects to: Third-Party Property Damage. Certificate or insurance shall be addressed to:

JAMMIN PRODUCTS/JAY HALSEY
 5397 Bluff Street, Norco, CA 92860
 909-215-2577 jammin@jamminproducts.com

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 JAMMIN PRODUCTS/JAY HALSEY

Signature _____ Date _____