

West Coast
WATER TENDERS

P.O. Box 1995, Canyon Country, California 91386

RENTAL AGREEMENT

*** FOR ANY AND ALL TYPES OF TRUCKS AND EQUIPMENT PROVIDED BY WCWT & WCR***

WATER TENDERS INC. DBA WEST COAST WATER TENDERS (WCWT) and WEST COAST RENTALS (WCR) and
_____ (YOU) (hereinafter referred to as "LESSEE") to abide by the following:

TERMS

The LESSEE shall indemnify and hold harmless WATER TENDERS INC. DBA WEST COAST WATER TENDERS and WEST COAST RENTALS and/or their corporate officers and/or shareholders and/or parent companies and/or affiliated companies and/or subsidiaries and/or subcontractors and/or employees (hereinafter referred to as "LESSOR") from any and all liabilities, claims of any kind, damages, costs, expenses, losses of any kind including any and all liabilities claims of any kind, damages, costs, expenses, losses of any kind incurred as a result of contributory negligence of the LESSOR and/or the sole negligence of the LESSOR.

LESSOR'S trucks /vehicles/equipment/rest rooms/water trucks/motor homes/RV's/off road vehicles/tractors/motorcycles/trailers/etc. (hereinafter referred to as "Equipment")

The LESSEE assumes full responsibility for all risks of loss of any kind and/or damage to LESSOR'S Equipment and/or damages occurring to other peoples property by LESSOR'S Equipment from whatever cause during this agreement and indemnifies the LESSOR for any loss or damage to said Equipment and LESSEE to carry below stated insurances to cover Equipment from portal to portal, and on job site whether LESSOR or LESSEE is operating, driving, delivering, returning, repairing and/or maintaining LESSOR'S Equipment. 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.

The LESSEE shall indemnify and hold harmless the LESSOR for any injury and/or permanent injury and/or fatal injury sustained or incurred by the LESSOR and/or LESSEE and/or production company regardless of whether damages, injuries, permanent injury or fatal injuries are sustained as a result of contributory or sole negligence of LESSOR.

The LESSEE shall indemnify and hold harmless the LESSOR for any and all liabilities, claims of any kind, damages, costs, expenses, losses of any kind including any and all liabilities claims of any kind, damages, costs, expenses, losses of any kind incurred and/or postponed production time as a result of loss of use of the LESSOR'S Equipment as provided under the terms of this agreement.

INSURANCE REQUIREMENTS (provide for appropriate Equipment) * Comprehensive General Liability/Liability in an amount not less that:

\$1,000,000/\$1,000,000 Bodily Injury Liability	\$1,000,000	Bodily Injury
\$1,000,000 Property Damage Liability	\$1,000,000	Property Damage

Full Comprehensive and Collision coverage applicable to any and all Equipment provided under the terms of this agreement in the amount stipulated. LESSEE'S Insurance is primary with the respect to LESSOR over all others insurance. The insurance may be verified by filing a Certificate of Insurance containing the following elements:

- 1.) Include LESSOR as an Additional Insured under the LESSEE'S Automobile/Rental Equipment Liability and Comprehensive General Liability policies, and name LESSOR as a Loss Payee under LESSEE'S Comprehensive and Collision policy.
- 2.) Provide 10-day advance Notice of cancellation or reduction in coverage.

If at any time LESSOR feels equipment in being misused or it appears that LESSEE is unwilling or unable to pay for rental then LESSOR may at any time enter LESSEE'S property or job site to retrieve equipment without notice. This does not release LESSEE from all or any part of the TERMS in this agreement.

CANCELLATION POLICY - Cancellations less than 48 hours in advance will incur a full day-rate charge, regardless of the reason for cancellation. Whenever possible, LESSOR will rent the cancelled equipment to another client and waive the cancellation fee for the original LESSEE. All invoices are due and payable at the end of the job unless other credit term have been established in writing. LESSEE has read and agrees to LESSORS Rental Agreement and all of LESSORS Terms and Conditions as specified on LESSORS invoices.

LESSEE has read these TERMS **PRIOR** to renting /hiring/borrowing/leasing /acquiring any and or all of LESSOR'S Equipment. LESSEE understands that signatures are **NOT** required for this Rental Agreement to be binding. LESSEE hereby understand and agrees to all the TERMS when renting /hiring/borrowing/leasing /acquiring Equipment by e-mail, mail, text, written invoice, written contract or verbal agreement from LESSOR.