

## RENTAL INSURANCE CERTIFICATE REQUEST

- \*\*PLEASE PROVIDE SOMERS & WATSON MACHINERY WITH THE FOLLOWING REQUIREMENTS:
  - A. COPY OF GENERAL LIABILITY INSURANCE OF \$2,000,000 (MINIMUM) NAMING SOMERS & WATSON MACHINERY AS A CERTIFICATE HOLDER AND ADDITIONAL INSURED.
  - B. COPY OF PROPERTY COVERAGE FOR FULL REPLACEMENT COST OF EQUIPMENT ALSO KNOWN AS "RENTAL INSURANCE" NAMING SOMERS & WATSON MACHINERY AS A CERTIFICATE HOLDER AND ADDITIONAL LOSS PAYEE FOR EQUIPMENT THAT IS RENTED.

IF INSURANCE IS NOT PROVIDED WITHIN 24 HOURS OF EQUIPMENT DELIVERY A 15% FEE WILL BE ASSESSED FOR PHYSICAL DAMAGE WAIVER INSURANCE.

## \*PHYSICAL DAMAGE WAIVER TERMS AND CONDITIONS

Lessee agrees to carry bodily injury and property damage insurance covering the equipment in the combined amounts of not less than \$2,000,000 for each occurrence and which shall insure both Lessor and Lessee be written by companies reasonably satisfactory to Lessor. Lessee shall furnish certificates to Lessor naming Lessor as an "Additional Insured" and "Loss Payee" and stating coverage includes "Boom Overload" and "Boom Collapse". If Lessee pays Damage Waiver Fee (DWF), Lessee will be liable for all unpaid rent and a deductible equal to one month's rental rate. Lessor will waive the cost to repair equipment except: (1) when damage results from overloading or exceeding manufacturer's rated capacity or other improper use of the equipment (2) damage to hydraulic cylinders that necessitate replacement because of nicks, scores, dents, or bends (3) any damage to tires or tubes including blowouts, flats, bruises, cuts, punctures or tears (4) damage resulting from a lack of proper lubrication or other improper servicing of the equipment included abuse or failure to maintain cleanliness, proper fuel, hydraulic coolant, oil, or pressure levels (5) when equipment or accessories are not returned for any reason including theft or mysterious disappearance (6) damage to licensed vehicles or cranes, including wire rope (7) damage from wars, riots, strikes, civil commotion or acts of God (8) damage from striking an overhead object (9) damage from loading, unloading or transporting of equipment (10) damage from nuclear reaction or nuclear radioactive contamination (11) damage or collapse of boom from overloading or from collision, including with a boom in motion (12) damage from or associated with rollover, upset or any type of submersion (13) damage caused by a person other than an Authorized Operator, or where required, a trained or Certified Operator (14) damage caused by vandalism, fire or malicious mischief (15) damage caused by overspray from paint or any substance that adheres to the equipment and cannot be removed by high pressure water. Lessee shall assume liability at all times for all damage to or destruction of equipment caused by exposure to highly corrosive or destructive environmental elements. If the equipment is determined by the Lessor to be lost, stolen, destroyed, or damaged beyond repair, the Lessee shall pay the Lessor therefore in cash the Agreed Value, herein set forth. On such payments this Rental Agreement shall terminate with respect to such item of equipment so paid for and the Lessee shall become entitled to such item of equipment as-is-where-is with all faults without warranty, express or implied, with respect to any matter whatsoever.

## SEND CERTIFICATES TO:

SOMERS & WATSON MACHINERY P.O. BOX 8995 MIDLAND, TX 79708 FAX: 432.694.2032

ariel.pardo@ultraquip.com or Jordon.carner@ultraquip.com