

## AGREEMENTS FOR TMA RENTAL

In addition to the terms and conditions contained in the Credit Application and Rental Agreement, Customer further agrees to the following provisions for TMA rental. **The applicable insurance requirements for TMA Rental are contained in this section and supersede those contained on page 4 of the Rental Agreement.**

**Financing.** This Contract and all of Customer's rights in and to the Equipment hereunder are subject and subordinate to any rights, title and interest of any and all persons who have financed or leased the Equipment to Company pursuant to certain contracts or instruments (Financing). Customer acknowledges that their Contract and any and all rights to the Equipment shall, at the option of such persons, terminate upon the occurrence of an event of default under such financing.

**Cleaning and Fuel.** Customer will be assessed a cleaning charge for Equipment returned unclean or oily. Customer shall be responsible for refueling equipment as necessary and shall be charged for returning equipment with less than a full tank of fuel.

### Insurance Requirements

The following Insurance Coverage requirements shall be primary and not on an excess basis. **LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGED CAUSED TO OTHERS WILL NOT BE PROVIDED BY COMPANY UNDER ANY CIRCUMSTANCES.** In the Event that it becomes necessary for Company to utilize Customer's Insurance Coverage and there is or was no insurance in place at the time of incident requiring insurance, Customer agrees to pay all losses incurred by Company from such incident.

Any insurance provisions in the Credit Application and Rental Agreement or Rental Contract, including but not limited to any additional insured provisions, are intended to comply with the Chapter 151 of the Texas Insurance Code and shall be read as broadly as permitted to satisfy that intent. It is agreed that with respect to any legal limitation now or hereafter in effect and affecting the validity and enforceability of the additional insured obligation under this Section, such legal limitations are made a part of the additional insured obligation to the minimum extent necessary to bring this Section into conformity with the requirements of such limitations, and as so modified, the naming of additional insured obligation shall continue in full force and effect.

- A. Insurance Requirements for TMA Rental Duration of Three Months or Less.** Customer shall provide at its own expense, commercial general liability insurance, including bodily injury and property damage liability coverage, to insure both Customer and Company, including their agents and assigns, in the amount of at least \$1,000,000 (One Million Dollars) combined single limit and \$2,000,000 (Two Million Dollars) aggregate and \$2,000,000 (Two Million Dollars) umbrella policy over and above the preceding requirements, covering bodily injury/death/property damage (other than the rental rate) for the Equipment per occurrence. In addition, Customer shall provide, at its own expense, automobile liability and physical damage insurance including comprehensive, collision and other standard coverage for roadway vehicles in the amount of at least \$1,000,000 (One Million Dollars) (collectively, the "Insurance Coverage").

Customer shall provide insurance endorsements and certificates of insurance to Company evidencing said Insurance Coverage and limits, which shall include: (1) Additional Insured Endorsement; (2) Waiver of Subrogation Endorsement; (3) Primary and Non-contributory Endorsement; (4) 30-day Notice of Cancellation Endorsement; and (5) Hired Auto Policy Physical Damage Loss Payee Endorsement.



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**B. Insurance Requirements for TMA Rental Duration of Four Months or Longer.** Customer shall provide at its own expense, commercial general liability insurance, including bodily injury and property damage liability coverage, to insure both Customer and Company, including their agents and assigns, in the amount of at least \$1,000,000 (One Million Dollars) combined single limit and \$2,000,000 (Two Million Dollars) aggregate and \$2,000,000 (Two Million Dollars) umbrella policy over and above the preceding requirements, covering bodily injury/death/property damage (other than the rental rate) for the Equipment per occurrence. In addition, Customer shall provide, at its own expense, automobile liability and physical damage insurance including comprehensive, collision and other standard coverage for roadway vehicles in the amount of at least \$1,000,000 (One Million Dollars) (collectively, the "Insurance Coverage").

Customer shall provide insurance endorsements and certificates of insurance to Company evidencing said Insurance Coverage and limits, which shall include: (1) Blanket Additional Insured Endorsement; (2) Blanket Waiver of Subrogation Endorsement; (3) Primary and Non-contributory Endorsement; (4) 30-day Notice of Cancellation Endorsement; (5) Loss Payee Endorsement listing Buyers Barricades as Loss Payee; and (6) Auto Liability Specific Additional Insured Endorsement.

**CUSTOMER:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE