

DIGILOID Inc.  
7 Eucalyptus Ln.  
San Rafael, CA 94901

(415) 342-3143  
[info@DIGILOID.com](mailto:info@DIGILOID.com)  
[www.DIGILOID.com](http://www.DIGILOID.com)

## Equipment Rental / Lease Agreement

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### **RENTAL & INSURANCE REQUIREMENTS:**

1. The Lessee agrees to pay rental price for the equipment rented. Should said equipment, or any part thereof, be lost, damaged, or destroyed, by fire, casualty of any kind, act of God or other act or accident, Lessee agrees to pay the full value of the equipment so lost, damaged, destroyed, or detained, as well as all accrued rental therefor, according to the full replacement value or, in the event of damage, the Lessee agrees to pay the accrued rental plus the cost of necessary repairs. Rent shall be due whether or not such loss has occurred. Obligation to pay rent shall only cease at point of payment for all losses suffered by Lessor.
2. Lessee, at it's own expense, agrees to furnish Lessor with CERTIFICATE OF INSURANCE prior to release of equipment, with coverage as follows:

### **EQUIPMENT:**

MISC. EQUIPMENT COVERAGE: Minimum shall vary according to the value of the total equipment rented, and shall not be less than the full replacement value of all equipment rented. Coverage to include all listed equipment for "ALL RISK" perils, and contain a LOSS PAYABLE clause endorsement stated as follows: Effective (date), it is understood and agreed that the certificate holder is recognized as LOSS PAYEE as respects (value amount) misc. rented equipment and that said policy is primary and not in excess of, or contributory to, any other insurance provided for the benefit of, or by, the certificate holder.

### **GENERAL LIABILITY COVERAGE:**

Minimum of \$1,000,000 combined single limits, bodily injury and property damage, is to be maintained for the term of this rental. DIGILOID Inc. is to be named as ADDITIONAL INSURED, as respects the rental of this agreement.

Show evidence of WORKERS COMPENSATION Coverage.

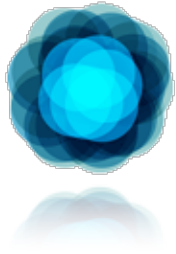
### **VEHICLES:**

Lessee agrees to provide AUTO, BODILY INJURY, and PROPERTY DAMAGE with no less than \$1,000,000 combined single limits.

Lessor will be named as additional insured and Loss Payee.

Lessor shall be afforded primary liability coverage and this primary liability coverage shall not be contributory with any other insurance carried by Lessor. Premiums for this liability insurance shall be paid for by Lessee.

Lessee agrees to provide PHYSICAL DAMAGE (COMPREHENSIVE AND COLLISION) coverage on a blanket basis to any vehicles that DIGILOID Inc. may provide to Lessee with a limit of not less than \$125,000.



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This insurance shall remain in full force and effect until this lease has expired and said equipment has been returned to Lessor.

The interests of the Lessor as parties insured by such insurance policy shall not be invalidated or otherwise adversely affected by any act or omission, negligent or otherwise of Lessee or Lessee's agents, employees, successors or assigns.

No material change reducing the coverage afforded or cancellation of this policy shall be effective as to Lessor without thirty (30) days prior written notice to DIGILOID Inc..

WE DO NOT ACCEPT RESPONSIBILITY FOR UNSAFE OR UNQUALIFIED DRIVERS HIRED BY LESSEE. THE LESSEE ACCEPTS COMPLETE RESPONSIBILITY FOR VERIFICATION OF THE GOOD DRIVING RECORDS OF THE DRIVERS THEY HIRE AND THEIR QUALIFICATIONS TO OPERATE THE VEHICLE BEING RENTED.

3. Lessee agrees to and does hereby indemnify Lessor and hold Lessor, its agents and employees harmless of and from any and all losses, damages, claims, demands of liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition, (including without limitation latent and other defects) or operation of the equipment rented, and by whosoever used or operated during the term hereof. This indemnification shall continue in full force and effect during and after term of this rental for causes arising during the term of the rental.

Certificate shall be addressed to:

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