



4351 South 59<sup>th</sup> St  
Clinton, IA 52732  
Office (563) 243-0004  
[rentals@rock-rental.com](mailto:rentals@rock-rental.com)

## NEW ACCOUNT SET UP AND RENTAL TERMS & CONDITIONS

1. Complete the attached credit application which includes Rental Terms and Conditions.
2. Forward the sample Certificate Of Insurance {COI} included in this packet to your insurance company so they can prepare an insurance certificate for us.
3. Return signed application, COI and W-9 to our office:

By Email: [rentals@rock-rental.com](mailto:rentals@rock-rental.com)

By Electronic Fax: (815) 880-8942

By Mail: Rock Rental  
4351 S. 59<sup>th</sup> Street  
Clinton, Iowa 52732

Please note that credit applications may take up to one week to be approved. For your convenience, we accept Checks, Visa, Amex, MasterCard, ACH and Wire Transfers. We will, however, still need an insurance certificate on file prior to rental.

Return completed first 2 pages and note there is a signature required at the end of the Terms & Conditions (Page 8), to your local Sales Rep or [rentals@rock-rental.com](mailto:rentals@rock-rental.com)

Document # \_\_\_\_\_



## New Customer Credit Application

Includes Rental Terms & Conditions

Rock Equipment Rentals LLC

4351 S. 59<sup>th</sup> Street, Clinton, IA 52732

Full Legal Name of business

DBA (if different)

**Accounts Payable Contact person and phone number**

**Accounts Payable email address:**

Billing Address	City	State	Zip
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Ship to Address (if different than above)	City	State	Zip
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Business Phone	Fax
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Cell Phone	Website
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Federal tax ID or Social Security number	
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Type of business	Date business established
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Are you a:

☐ CORPORATION

Names, titles, and addresses of your corporate officers

☐ PARTNERSHIP

Names and addresses of the partners or corporate officers

☐ SOLE PROPRIETORSHIP

Names and addresses of the partners or corporate officers

☐ LLC

Names and Address of partners or corporate officers

**Are your sales tax exempt? If yes, then please include a copy of the exemption certificate for our records.** ☐ Yes ☐ No

**Please attach a current W-9 with your completed form.**

Document # \_\_\_\_\_

**If the company completing the Customer Setup portion of this application would like credit terms extended, then please complete the following information below.**

**TRADE REFERENCES**

Reference #1	Name	_____
	Address	_____
	FAX	_____
Reference #2	Name	_____
	Address	_____
	FAX	_____
Reference #3	Name	_____
	Address	_____
	FAX	_____

**BANK REFERENCES**

Bank#1	Account #	_____
	FAX	_____
	Contact person	_____
	Name of bank	_____
	Address	_____
Bank#2	Account #	_____
	FAX	_____
	Contact person	_____
	Name of bank	_____
	Address	_____

If approved, requested credit amount \_\_\_\_\_

If applicant is requesting credit, the Credit Application – Agreement to Terms must be completed and signed.

**For internal use only:**

Territory Mgr: \_\_\_\_\_ Distributor: \_\_\_\_\_ Territory: \_\_\_\_\_ Sales Code: \_\_\_\_\_ Channel: \_\_\_\_\_

## **Rental Agreement Terms & Conditions**

Rock Equipment Rentals, LLC, an Iowa limited liability company ("Owner"), leases to the Lessee identified on a separate rental agreement or separate rental agreements (collectively referred to herein as the "Rental Agreement"), the equipment described on the Rental Agreement (the "Leased Equipment"), subject to the provisions herein. Lessee includes the person signing this agreement, his employer or partner, and any other person or organizations to whom charges are to be billed, all of whom shall be jointly and severally liable hereunder.

1. **Terms.** Lessee shall pay all rentals stipulated in this agreement during the entire term of the lease. Monthly rental payments are based on a four (4) weeks or 28-day billing cycle. Rental rates assume eight (8) hours per day, forty (40) hours per week, one-hundred sixty (160) hours per month. Additional hours are billed at the daily rate divided by eight (8). Rentals are payable at the address of Owner noted on the attached Rental Agreement unless otherwise specified. Invoices unpaid within the terms of Owner's invoice will accrue interest at the rate of 18% per annum. In addition to monthly rentals, Lessee assumes and agrees to pay when due any fuel tax, sales tax, use tax, excise tax, ad valorem tax, stamp tax, documentary tax, or other tax based on the amount of the rentals, which Owner shall have paid or be obligated to pay, and for any other taxes based on the use or operation of the Leased Equipment by Lessee. Lessee shall be liable for all costs, fees and expenses, including but not limited to Owner's attorneys' fees, incurred in collection of rentals, other charges and interest.
2. **Use.** Lessee shall use the Leased Equipment only in conjunction with the normal course of business of Lessee and only as to commodities, weight and other limitations as specifically set forth in this agreement, in a careful and proper manner, and shall comply with and conform to all nation, state, municipal, police, and other laws, ordinances, permits and regulations in any way relating to the possession, use, transport, or maintenance of the Leased Equipment. Lessee agrees that the Leased Equipment will not be operated (1) to carry persons other than drivers or helpers employed by Lessee for a consideration, whether express or implied; (2) in any race, test, or contest; (3) by any driver in possession of or under the influence of alcohol or any other drug which may impair the ability to operate the vehicle or; (4) in a reckless or abusive manner. Lessee agrees to pay Owner in full for all damages, including expenses and attorneys' fees, resulting from any such violations.
3. **Ownership.** Unless and until a purchase is consummated or this agreement is terminated, the Leased Equipment shall remain the sole and exclusive property of Owner and shall be titled and plated in the name of Rock Equipment Rentals, LLC. Unless and until a purchase is consummated, Lessee shall not have nor acquire any rights of property or title in or to the Leased Equipment, except the right to possess and use. Lessee will not remove from any Leased Equipment or permit to be removed from any Leased Equipment any serial number, model, name, or other indicia showing ownership. Lessee covenants that the Leased Equipment shall be permanently located at Lessee's address shown on the attached Rental Agreement, and Lessee shall promptly notify Owner in writing of any change in such location, except for temporary changes in the usual course of Lessee's business.
4. **Alterations and Modifications.** Without the prior written consent of Owner, Lessee shall not make any alterations, additions, or improvements to the Leased Equipment. Any permitted alterations, additions, or improvements may, at Lessee's option, be removed by Lessee upon the expiration or earlier termination of this agreement if and only if such removal may be accomplished without damage to the Leased Equipment or otherwise reducing its value below that which it would have been in the even no such alteration, addition, or improvement had been made.
5. **Maintenance and Repairs.** Lessee shall keep the Leased Equipment in good and efficient working order, condition and repair, reasonable wear and tear alone excepted, or Lessee shall replace the same with like equipment in good and efficient working order, condition and repair. Lessee, at its own expense, shall maintain and, when necessary, replace tires on Leased Equipment with tires having a like amount of tread as the tires on the Leased Equipment when first delivered to Lessee. Recap tires are not acceptable and prohibited. Any replacement tires shall become the property of Owner immediately upon their attachment to any Leased Equipment. Lessee understands that Lessee is responsible for the general maintenance of the Leased Equipment in accordance with the supplied service and operation manuals, including but not limited to checking and maintaining oil levels, grease, hydraulic fluids levels, coolants, tires and wheels. In the event of Lessee's failure to perform any of the repairs, maintenance or replacements required by this agreement, Owner may, upon written notice to Lessee, cause such Leased Equipment to be restored to the required good working order and condition, and Lessee hereby agrees promptly to reimburse Owner for all expenses incurred by Owner under this paragraph.

- The Leased Equipment will remain on lease until repairs are made and the Leased Equipment is ready for re-use.
  - OWNER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE LEASED EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.
6. **Insurance.** Lessee is required to purchase insurance at its own expense, and maintain in force for the continuance of the lease, in accordance with Attachment "A" Minimum Insurance Requirements to this agreement, the terms of which are incorporated herein and made a part hereof by reference. Refer to Attachment "B" Sample Certificate of Insurance for an example incorporated herein and made a part hereof by reference. Lessee agrees that said insurance shall include Pollution Liability Endorsements, including Clean-up costs. Each of the Lessee's insurance policies shall be endorsed to provide the Owner thirty (30) days' written notice of cancellation should the policy(ies) be altered or cancelled for any reason, including but not limited to cancellation for non-payment of premium.
7. **Indemnification.** Lessee's use of the Leased Equipment shall be at the risk of Lessee exclusively. To the fullest extent permitted by law, Lessee shall indemnify, hold harmless, and defend (at Lessee's sole expense) Owner and its agents, successors and assigns, affiliates, subsidiaries, officers, directors and employees from and against all claims for bodily injury, death, or damage to property, actions, causes of action, suits, losses, judgments, obligations, demands, damages, liability and costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, consultants' fees and costs, and punitive or exemplary damages) ("Claims") arising out of, or in any way or manner connected with the use, operation, maintenance, possession, lease, storage, erection, dismantling, service, and transportation of the Leased Equipment by Lessee, its employees or agents, regardless of whether such liability, damage, expense, loss, injury, or death is caused, in whole or in part: (a) by any defect in or condition of the Leased Equipment, (b) by the negligence or fault of the Owner, or (c) by the violation of any law, statute, or regulation, and regardless of whether Owner is determined to be strictly or absolutely liable thereof. Lessee's indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated and shall continue until all such matters are fully and finally barred by applicable laws.
8. **Limitation of Liability.** Owner shall incur no liability whatsoever for failure of Leased Equipment to perform in Lessee's service, nor for any damage to cargo(es) owned by Lessee (or any other party) for which Lessee might be held responsible. Lessee assumes responsibility, liability, costs, and expense for all licensing, registrations, permits, certificates, and/or any other documentation as may be required for lawful operation of the Leased Equipment. Lessee will indemnify Owner for any loss, forfeiture, fine, or penalty caused by failure of Lessee to perform accordingly.
9. **Risk of Loss.** Lessee assumes all risk of loss or damage to the Leased Equipment, however caused, including, but not limited to, all hazards normally insured against, acts beyond or outside of Lessee's control, acts of God, fortuitous events, natural disasters, war, and/or any other causes, and further including, but not limited to (i) vacuum or pressure damage; (ii) tilting or upset due to unbalanced load; (iii) overloading; and (iv) internal damage caused by adverse effects of cargo or mixture of cargoes, cleaning solvents, and/or cleaning processes undertaken by Lessee or its agents. In the event of loss, theft, or damage to the Leased Equipment, Lessee agrees to notify Owner immediately by phone.
10. **AS-IS.** Lessee has personally inspected the Leased Equipment and certifies that it is clean and in proper working condition and is accepted in its "AS IS" condition. OWNER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE LEASED EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Owner shall not be liable for any special, indirect, incidental, or consequential damages of any nature, arising out of, or in any way or manner in connection with, the leasing, maintenance, use, operation, storage, erection, dismantling and/or transportation of the Leased Equipment.
11. **Return of Leased Equipment.** Unless a purchase is consummated, the Leased Equipment is to be returned to the place where rented or where directed by Lessor at the end of the rental term in the same general condition as when received, excepting ordinary wear and tear. Upon expiration of this lease, Lessee shall return the Leased Equipment with the interior clean and free of all foreign matter and with the exterior reasonably clean, or pay to Owner the cost of cleaning said

equipment up to \$1000.00. Failure to return the Leased Equipment in good and clean condition shall cause the rental, and associated charges and interest, to continue to accrue unabated until Lessee complies hereto. Lessee upon return of the Leased Equipment shall also provide Owner with copies of MSDS (material safety data sheets) on any products transported in the Leased Equipment. Lessee understands that Lessee will be charged for the repair of any broken or non-working items and/or items that have excessive wear and tear. On expiration or termination of this lease in any manner whatsoever, Lessee shall forthwith pay transportation charges to Owner's location from which the Leased Equipment was delivered to the Lessee. Should any item of the Leased Equipment not be returned to Owner upon expiration (retroactive to the expiration or termination of this lease), for the use of such Leased Equipment upon the same basis as is provided elsewhere in this agreement, but the option of Owner to call for such payment shall not operate automatically as an extension or renewal of this lease, and shall further be without prejudice to any other remedies available to Owner under this lease. Should Lessee fail to promptly return any of the Leased Equipment to Owner, then Owner is hereby authorized to proceed by any lawful means to recover or take possession of the Leased Equipment, including, but not limited to, self-help repossession as permitted by local law authorities. Lessee agrees to pay upon demand to Owner (i) any and all monies expended by Owner in connection with such removal of Leased Equipment, including attorneys' fees, costs, and expenses, and transportation costs, from the location of such Leased Equipment to the location of the Owner, and (ii) the amount expended by Owner to put such Leased Equipment in good order and condition, reasonable wear and tear alone excepted. Should Lessee claim that any of said Leased Equipment contained property belonging to Lessee, the Lessee shall give written notice to Owner of such fact within a period of twenty-four (24) hours after retaking by Owner. Failure to give such notice within said twenty-four (24) hours shall forever bar Lessee from asserting any claim or claims against Owner on account of property alleged to have been in said retaken Leased Equipment. Lessee understands Lessee will be charged for the repair of any broken or non-working items, items that have excessive wear and tear, and cleaning of equipment required to return the Leased Equipment to its condition as of the date Lessee took possession. Lessee understands that all repairs and cleaning will be billed to Lessee.

- 12. Default.** If the Lessee: (a) fails to make any payment when due; (b) attempts to sell or encumber the Leased Equipment; (c) ceases operations; (d) institutes, or has instituted against him, proceedings under bankruptcy or insolvency law; (e) makes an assignment for the benefit of creditors; (f) fails to comply with any provisions of this rental agreement; (g) has any attachment, execution, or writ of process levied against the Leased Equipment or any of Lessee's property; (h) deems himself insecure or the Leased Equipment unsafe; or (i) Owner has reasonable ground for believing Lessee has become unable to discharge one or more of the obligations of this lease, then Owner shall have the right to exercise any one or more of the following remedies:
- To take possession of the Leased Equipment, without demand or notice, wherever the same may be located, without any court order or other process of law, and Lessee hereby waives any and all damages occasioned by such taking of possession unless caused by Owner's gross negligence or willful misconduct;
  - To terminate this agreement;
  - To sue for and recover all rents accrued and/or thereafter accruing, all loss of and/or damage to Leased Equipment, all costs of removal of the Leased Equipment from Lessee's possession, and all transportation and other charges accrued or thereafter accruing; or
  - To pursue any other remedy at law or in equity.
- 13. Remedies.** If Lessee loses or forfeits possession of the Leased Equipment at any time, under any circumstance, including, but not limited to, impoundment forfeiture, bailment, and/or pursuant to any failure to abide by applicable laws and/or obtain required licensing, registration, permits, certificates, or otherwise, it is expressly understood that, for the entire period during which Lessee has lost possession of the Leased Equipment (and/or such is not returned to Owner, in Owner's complete control and dominion), this lease will remain in full force and effect, with rental, and associated charges and interest, to continue to accrue unabated until Lessee regains possession of the Leased Equipment and returns same to Owner, in such condition and pursuant to such terms as otherwise provided in this agreement. Lessee shall pay Owner all costs and expenses, including attorneys' fees, incurred by Owner in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof. Anything in this section or elsewhere in this lease to the contrary notwithstanding, the exercise by Owner of any remedy or remedies given to Owner under this lease, including the remedy of retaking the Leased Equipment, shall not constitute an exclusive election of remedy by Owner.
- 14. Loss.** If during the term of this lease (i) any item of the Leased Equipment is stolen or disappears and is not recovered within forty-eight (48) hours thereafter, or (ii) any item of the Leased Equipment is damaged by accident or otherwise to such an extent that it cannot economically be restored to good working order and condition, Lessee shall promptly pay to

Owner on demand, the fair market value of such items of equipment based upon it's condition at the commencement of this lease.

**15. Right to Inspect.** Owner shall at any and all times have the right to inspect the Leased Equipment and/or observe its use. Lessee, whenever requested by Owner, shall advise Owner of the exact location of all of the Leased Equipment and its condition. Owner may immediately remove any Leased Equipment from any jobsite, building or other place without notice or liability to Lessee if upon inspection, Owner determines in Owner's sole discretion that any of the Leased Equipment is being used beyond capacity or in any manner improperly cared for or abused.

**16. Safety Measures.** Lessee should acquire and use any auxiliary safety device that is recommended by Owner or the manufacturer, required by law, or appropriate for the conditions of use. Lessee certifies that the following information has been provided to ALL equipment operators by the Lessee before (or simultaneously with) an operator's use of Leased Equipment and Lessee and its agents, servants and employees agree as follows:

- ONLY TRAINED AND QUALIFIED PEOPLE MAY OPERATE THE LEASED EQUIPMENT. Owner has Operating Materials available for Leased Equipment.
- The manufacturer's operating instructions and user's safety rules accompanies each piece of equipment.

Lessee and its agents, servants and employees agree to:

- heed the equipment operating instructions, user's safety rules, and decal warnings.
- inspect equipment for safe conditions before each use.
- notify Owner immediately of any safety defects discovered.
- not use equipment with known safety defects.
- verify safe operating conditions before each use.
- not operate equipment where conditions endanger anyone.
- wear seatbelts where provided.
- never use equipment without guards or safety devices.
- never modify or alter the equipment without written approval from Owner.
- Ensure that only qualified, licensed operators use Leased Equipment where the law requires.

**17. Reporting Requirements.** All fuel required and consumed is the responsibility of Lessee. Lessee will be responsible for reporting and paying fuel use taxes. Lessee understands that Lessee is responsible for logging and reporting all mileage in each state, in which Lessee drives and operates the Leased Equipment. Lessee is also responsible for keeping and reporting of all fuel purchased in each state, in which Lessee drives and operates the Leased Equipment. Lessee understands that said reports are to be delivered to Owner immediately upon return of the Leased Equipment. If Lessee fails to comply, Owner will make an estimate of the mileage and fuel purchases and Lessee may be billed for any additional tax due. Lessee is responsible for all mandatory State and Federal compliance regarding Electronic Log Devices or paper Driver Logs. Lessee is responsible for all electronic tolls, charges and fines associated with electronic tolls. Lessee understands that it is illegal to use off road or tax-exempt fuel in any equipment designed for on-highway use and that any use of such fuel will be reported to the proper authorities immediately.

**18. Compliance with Regulations.** It is implicit in Lessee's acceptance for Lessee's use of the Leased Equipment (and Lessee specifically warrants herein), that Lessee, its agents and/or employees, have sufficient familiarity with the Leased Equipment (including the cargo vessel, running gear, and any and all accessories appurtenant thereto) to properly use said equipment, and to cause the Leased Equipment to receive proper maintenance and care in all particulars, and further to protect the health and safety of persons required to come in contact with the Leased Equipment. Lessee shall, at its expense, comply with all local, state and federal laws and regulations affecting the Leased Equipment and its use, operation, erection, dismantling and transportation, including all federal and local Department of Transportation regulations, licensing and building code requirements and shall defend, indemnify and hold harmless Owner from all loss, liability or expense resulting from actual or asserted violations of such laws, requirements or regulations.

**19. Refueling.** Lessee understands that Lessee is responsible for returning the Leased Equipment with the same fuel and DEF level as Lessee received it. Failure to comply will result in fuel surcharge billed to Lessee of not less than double the fuel price used to refuel the Leased Equipment.

Document # \_\_\_\_\_

**20. No Assignment.** Lessee shall not assign this lease agreement or sub-lease any of the Leased Equipment without first receiving the Owner's written consent. Lessee shall not permit others to use the Leased Equipment without Owner's written consent. Owner may, without notice to Lessee, pledge or assign its rights under the lease and to the Leased Equipment and assign to another any monies due or becoming due to Owner hereunder. Lessee's rights are subordinate to the rights of any assignee, trustee, mortgagee, or other holder of legal title pursuant to any form of financing agreement covering the Leased Equipment in the event of the occurrence of an event of default by Owner under such financing agreement.

**21. Administrative Provisions.**

- The parties agree the exclusive venue for any legal action or proceeding with respect to this agreement shall be the Illinois District Court for Lee County.
- This document may be furnished to Owner in one or more counterparts, each of which shall constitute an original. Each such counterpart may be delivered by fax or by electronic delivery and Owner shall be entitled to rely on this authorization in any form of delivery and each signature thereon shall constitute an original signature regardless of the form of delivery.
- Lessee hereby waives any and all existing and future claims, and offsets, against any rent or other payments due hereunder; Lessee agrees to pay the rent and other amounts hereunder regardless of any offset or claim that may be asserted by Lessee or on its behalf.
- To the extent that any provisions (or any part thereof) of this agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of said provision, or any other provision (or part thereof) of this agreement.
- This agreement is binding on, and ensures to the benefit of, and obligations of, the contracting parties and their prospective heirs, successors, legal representatives, and assigns when permitted by this agreement. Lessee must promptly notify Owner, in writing, before any changes in ownership or any material disposition or encumbrance to the assets of Lessee's business.
- This agreement has been mutually negotiated by all parties and is not to be read or construed strictly or broadly against one party and/or in favor of another.
- The terms and conditions set forth herein in this agreement constitute the entire agreement between the parties with respect to the subject matter of this lease. There are no other agreements, representations, or warranties, except those expressly set forth herein. No amendment or addition to this lease shall be valid unless contained in writing, signed by the party to be charged thereunder.
- If Lessee has any questions, Lessee should call Owner's Sales Representative or Owner's leasing location.
- A sample of the Rental Agreements are attached hereto as Attachment "C."
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I have read, understand and agree to the above term and conditions. I am authorized to sign this agreement on behalf of the company I represent.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ Equipment #: \_\_\_\_\_

**ATTACHMENT “A”**

**Rock Equipment Rentals, LLC**

**MINIMUM RENTAL INSURANCE REQUIREMENTS**

Rock Equipment Rentals, LLC requires an “Acord 25 Certificate of Liability Insurance” be submitted evidencing the following minimum insurance requirements (refer to the Sample Certificate\ Attachment “B”).

**Certificate Holder:** Rock Equipment Rentals, LLC  
4351 S. 59<sup>th</sup> Street  
Clinton, IA 52732

**Additional Insured Parties:** Rock Equipment Rentals LLC, Sewer Equipment Company of America and their agents, successors and assigns, affiliated companies, subsidiaries, officers, directors, and employees

The Additional Insured Parties are to be named as Additional Insureds on a primary and non-contributory basis on the General Liability, Auto Liability and Umbrella Liability policies. A waiver of subrogation shall apply in favor of the Additional Insureds on the General Liability, Auto Liability, Workers Compensation/Employers Liability and Umbrella Liability policies.

All policies shall be endorsed with a thirty (30) day direct notice of cancellation endorsement to be mailed to Rock Equipment Rentals LLC (OWNER), 4351 S. 59<sup>th</sup> Street, Clinton, IA 52732

**COVERAGE**

**Comprehensive General Liability**

Each Occurrence:	\$1,000,000
Personal & ADV injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products – Comp/OP Aggregate	\$2,000,000

Including a Pollution Liability Endorsement covering Clean-up Costs (or a stand-alone Contractors Pollution Liability Policy)

**Business Automobile Liability**

**Written with Any Auto (Symbol 1) or Scheduled Auto (Symbol 7) AND Hired Auto (Symbol 8) and Non-Owned Autos (Symbol 9)**

Combined Single Limit:	\$1,000,000
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Including a Broad Form Pollution Liability Endorsement covering Clean-up Costs /Transportation (or a stand-alone Contractors Pollution Liability Policy)

**Workers Compensation and Employer's Liability**

**Exclusions are not Permitted for Sole Proprietors/Partners/Exec. Officers/Members**

Workers Compensation:	Statutory Coverage
E.L. Each Accident:	\$500,000
E.L. Disease – EA Employee:	\$500,000
E.L. Disease – Policy Limit:	\$500,000

**Excess/ Umbrella Liability**

**Follow form and excess over the General Liability, Auto Liability and Employers Liability policies**

Each Occurrence:	\$2,000,000
Aggregate:	\$2,000,000

**Leased Equipment Physical Damage Coverage**

Rock Equipment Rentals, LLC (OWNER) must be named as an Additional Insured / Loss Payee as respects each Rental Unit ATIMA

Customers have multiple options for providing Physical Damage Coverage on the RENTAL UNIT(s). We suggest you provide your Rental Agreement to your Insurance Agent to ensure your policies and coverages meet our requirements.

1. Hired Car Physical Damage (HCPD) coverage on your Business Auto Policy providing coverage with a Blanket limit equal to or greater than value of the RENTAL UNIT(s).
2. Leased/Rented Equipment coverage (to include Vacuum Trucks, Tanks and Trailers) with a Blanket per Item limit equal to or greater than the value of the RENTAL UNIT(s).
3. Rental Unit(s) may also be scheduled on either a Business Auto policy and/or a Commercial Equipment Floater for the full rental value of each Rental Unit. If this option is used, the Description and Value of the RENTAL UNIT must appear in the description box of the Certificate of Insurance

Acceptance of the certificate of insurance does not waive any of the insurance requirements.

**In the event these requirements cannot be met, please contact your Rock Equipment Rentals Sales Representative.**

ATTACHMENT B



## ATTACHMENT "B"

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency Main Street City, State, Zip		CONTACT NAME: <b>Agent Contact</b>	
		PHONE (A/C, No, Ext): <b>Agent Phone</b>	FAX (A/C, No): <b>Agent Fax</b>
		E-MAIL ADDRESS: <b>Agent Email</b>	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : <b>Insuring Company</b>	
		INSURER B : <b>Insuring Company</b>	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	ABC 123456	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b>
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> POLLUTION <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	ABC 123456	xx/xx/xxxx	xx/xx/xxxx	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>		X	ABC 123456	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 123456	xx/xx/xxxx	xx/xx/xxxx	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
A	Hired Car Physical Damage			ABC 123456	xx/xx/xxxx	xx/xx/xxxx	Blanket Limit = or > Value of Rental
A	Leased/Rented Equipment			ABC 123456	xx/xx/xxxx	xx/xx/xxxx	Blanket Limit = or > Value of Rental

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All units rented from Rock Equipment Rentals LLC. \*Rock Equipment Rentals LLC, Sewer Equipment Company of America and their agents, successors and assigns, affiliated companies, subsidiaries, officers, directors, and employees are named as Additional Insureds on a primary and non-contributory basis with respect to General Liability & Auto Liability and Umbrella Liability. A waiver of subrogation applies in favor of the Additional Insureds with respect to General Liability, Auto Liability, Workers Compensation and Umbrella Liability. Rock Equipment Rentals LLC is named as an Additional Insured/Loss Payee as respects all RENTAL UNITS ATIMA.

\* If Rental Unit is Scheduled, the description(year/make/model vin) and value of the RENTAL UNIT must be noted and the policy providing the coverage reflected above.\*

CERTIFICATE HOLDER	CANCELLATION
Rock Equipment Rentals LLC 4351 S. 59th Street Clinton, IA 52732	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Signature