

STAR POWER GENERATORS, LLC

Terms and Conditions Contract

1. LESSEE, _____, agrees to defend, indemnify, and hold harmless LESSOR, Star Power Generators LLC, against all claims, liability, loss, costs, damages, expenses, or demands arising directly or indirectly out of, or in connection with the equipment leased or out of operations, conducted by LESSEE ("Indemnitor"). Its agents, servants, subleases, contractors, representatives, guests, invitees, or customers, including but not limited to, active and/or passive negligence, save and except claims or litigation arising through the sole negligence or solo willful misconduct of LESSOR ("Indemnitee").
2. LESSEE is considered to have taken DELIVERY of the equipment, and assumes all risks of loss, from the time the equipment is set aside from LESSOR'S general inventory for LESSEE'S use. From the time LESSEE takes DELIVERY of the equipment leased, until the equipment is returned to LESSOR during normal business hours, and LESSOR accepts the equipment, LESSEE assumes all risk of loss and responsibility for any damage LESSEE causes to the equipment, property, or person(s), including, but not limited to, all risks and losses while in storage and while on LESSEE'S premises.
3. LESSEE will take all necessary precautions during the progress of its work, including the use of the equipment leased to it by LESSOR, to protect all persons and property from injury or damages. The equipment shall be used only by LESSEE'S qualified employees or agents. LESSEE warrants that it will not sublease any of the equipment rented without prior authorization from LESSOR.
4. LESSOR has tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement, and to the extent LESSEE has disclosed to LESSOR all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, LESSEE acknowledges that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise agreed upon by the parties at the inception of this Agreement.
5. LESSEE shall, at its own expense, maintain at all times during the rental all risk perils insurance covering equipment rented from all sources (equipment rental floater), for full replacement cost, except vehicles (see below), and for loss of use (rents) of the equipment. Coverage shall begin from the time LESSEE or its agents takes delivery of the equipment and continue until the time the equipment is returned to and accepted by LESSOR. Such insurance shall be on a worldwide basis, shall name LESSOR as the Loss Payee for loss or damage to the property rented and shall cover all risks of loss of, or damage to equipment. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.00
6. LESSEE shall, at its own expense, maintain business automobile liability, including coverage for loading, unloading, and towing equipment, and hired auto physical damage insurance, covering owned, non-owned, hired, and rented vehicles. Coverage for physical damage shall include the perils of "comprehensive" and "collision." LESSOR shall be named as an Additional insured respecting the liability coverage, and as a Loss Payee on the hired auto physical damage coverage. The insurance shall provide no less than \$1,000,000.00 in combined single limits, and actual cash value less \$1,000.00 deductible for physical damage on comprehensive and collision coverage.
7. LESSEE shall, at its own expense, maintain workers compensation/employer's liability insurance during the course of the equipment rental with minimum limits of \$1,000,000.00
8. LESSEE shall, at its own expense, maintain commercial general liability insurance which includes coverage for independent contractors and contractual liability coverage, specifically referring to this Agreement and to the hold harmless agreement herein. Said insurance shall name LESSOR as an additional insured and provide that said insurance is Primary Coverage with respect to all insureds, the limits of which must be before any obligation arises under LESSOR'S insurance. Such insurance shall remain in effect during the course of the lease, and shall include the following coverages: broad form contractual liability; personal injury liability; completed operations, and products liability. Such insurance shall have provide general aggregate limits of not less than \$2,000,000.00 (including the coverages specified above), personal injury and advertising injury of not less than \$2,000,000.00 and per occurrence limits of not less than \$1,000,000.00
9. All insurance maintained by LESSEE pursuant to the foregoing provisions shall be issued by an insurance carrier authorized to do business in the State of California with a BEST rating of A- or higher.
10. All insurance maintains by LESSEE pursuant to the foregoing provisions shall contain a waiver of subrogation against LESSOR.
11. LESSEE or their insurance company shall provide LESSOR with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by LESSEE pursuant to the foregoing provisions.
12. Before obtaining possession of the equipment leased, LESSEE shall provide to LESSOR a Certificate of Insurance and applicable endorsements, confirming each of the coverages specified above. All Certificates of Insurance shall be signed by an authorized agent or representative of the insurance carrier.
13. Should LESSEE fail to procure any or pay the cost of maintaining in force the insurance specified herein, or to provide LESSOR upon request with satisfactory evidence of the insurance, LESSOR may, but shall not be obliged to, procure the insurance and LESSEE shall reimburse LESSOR on demand for its cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default on the agreement.

14. LESSEE hereby agrees to strictly comply with the laws of the state in which the equipment is transported and/or used as well as federal and local laws, regulations, and ordinances pertaining to the transportation and use of the equipment. LESSEE warrants and represents that it is fully aware of any and all dangers and risks, patent as well as latent, involved in the use, transportation, and handling of the equipment leased and shall assume responsibility for any accident, damage or loss, including death, resulting from the transportation and/or use of the equipment rented herein.
15. LESSEE hereby agrees to pay all of LESSOR'S attorney's fees and costs in having to enforce the Terms and Conditions of this agreement.
16. During all times the equipment is in the actual or constructive possession of the LESSEE, LESSOR, its agents or employees may inspect the equipment, enter upon any premises where the equipment is being stored or used, and, if it is found that the equipment is being misused, abused, or if LESSEE is in default as to any of the provisions hereof, repossess the equipment prior to the expiration of the rental agreement. To this effect, LESSEE shall keep LESSOR informed as to the exact location where the equipment is being used or stored during the term of this agreement. LESSEE shall not remove any equipment outside of the United States to any foreign country or possession without prior written consent from LESSOR.
17. LESSEE is responsible to LESSOR for the full replacement cost, without depreciation, or repair cost of all equipment which is lost, stolen, or damaged. In the event the equipment is lost or stolen, LESSEE shall file a police report and promptly provide LESSOR with a copy of said report. LESSOR shall be under no obligation to replace or repair equipment until LESSEE has paid for the damaged, lost, or stolen equipment. During the period such equipment is not available for use by LESSOR OR LESSEE because of being so destroyed, lost, or stolen, the Rental Rate for such Equipment shall be paid by LESSEE to LESSOR until it is again available or replaced. LESSOR'S determination whether damaged equipment shall be replaced or repaired shall be conclusive. Accrued rental charges cannot be applied against the purchase of or cost of repair of damaged, lost, or stolen equipment.
18. In the event the equipment shall break or become unserviceable during the rental period, LESSOR shall become the sole arbitrator of whether such break resulted from normal wear and tear, then the rental rate shall not apply after the date such equipment is returned to the LESSOR'S premises. If, on the other hand, LESSOR determines that such breaks resulted from misuse, improper use, or any other reason other than that normal wear and tear, the equipment shall be immediately returned to the LESSOR. LESSEE shall pay the costs of repairs and the rental rate shall continue pursuant to the foregoing provisions.
19. LESSEE hereby agrees LESSOR shall be subrogated to any recovery rights LESSEE may have for damage to the equipment in the form of insurance protection for such damage.
20. LESSOR may terminate this Agreement on twenty-four (24) hour notice, either by mail, personal service, telephone, or facsimile. Upon such termination, LESSEE shall forthwith return to LESSOR'S premises at LESSEE'S risk and expense, the equipment in the same condition when it was first delivered to LESSEE.
21. This Agreement will be deemed to be executed and delivered in Los Angeles, California, and governed by the laws of the State of California.
22. If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.
23. This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

LESSOR AND LESSEE AGREE TO THE ABOVE TERMS AND CONDITIONS

DATE: _____

DATE: _____

Signature of Authorized Representative of LESSEE:

Signature of Authorized Representative of LESSOR:

LESSEE: _____

Star Power Generators, LLC

BY: _____

BY: _____