



Post Office Box 201
 1540 Greensboro Road
 Madison, GA 30650
 Email: Apply@percorentals.com
 Phone: (706) 431-5900
 Credit Fax: (601) 829-2500

Rental Agreement and Credit Application

APPLICANT OR BUSINESS NAME		PHONE #	
PHYSICAL ADDRESS	CITY	STATE	ZIP
MAILING ADDRESS	CITY	STATE	ZIP
PRIMARY CONTACT	EMAIL ADDRESS	FAX #	
PRIMARY ACCOUNTS PAYABLE CONTACT	EMAIL	PHONE #	
FEDERAL TAX ID #	US DOT #	IFTA # (PROVIDE COPY OF LICENSE)	
DATE INCORPORATED	STATE OF INCORPORATION	SALES TAX EXEMPT (ATTACH CERTIFICATE) <input type="checkbox"/> Yes <input type="checkbox"/> No	
CREDIT REQUESTED <input type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$100,000 or more			
COMPANY CLASSIFICATION (CHECK ONE): <input type="checkbox"/> LLC ¹ <input type="checkbox"/> Corporation ² <input type="checkbox"/> Partnership ³ <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Government/Municipality <input type="checkbox"/> Proprietorship ¹ For LLC, please provide copy of operating agreement and list of members. ² For Corporation, please provide copy of articles of incorporation and list of shareholders. ³ For Partnership please complete the following information for owner(s).			
BONDING COMPANY	BOND #	CONTACT NAME	CONTACT #
LIST ALL OWNERS, PARTNERS, MEMBERS, SHAREHOLDERS, OFFICERS, AND DIRECTORS OF COMPANY (ATTACH ADDITIONAL SHEETS OF NEEDED):			
Name	Residence Physical Address	City / State / Zip	SSN Ownership %
BANK	CITY/STATE	CONTACT NAME	ACCOUNT #
BANK CONTACT EMAIL		BANK CONTACT PHONE #	
CREDIT REFERENCE	CITY/STATE	PHONE #	ACCOUNT #
CREDIT REFERENCE	CITY/STATE	PHONE #	ACCOUNT #
CREDIT REFERENCE	CITY/STATE	PHONE #	ACCOUNT #

**PERCO RENTALS
TERMS AND CONDITIONS OF CREDIT**

1. This application is submitted by the applicant listed on the first page of this agreement (and represented by the undersigned duly authorized agent) (hereinafter referred to as "Applicant") for the purpose of obtaining a credit account with Pipeline & Utility Rental Equipment LLC d/b/a Perco Rentals. All information and representations furnished herein and to be furnished in connection with this application, as well as all future information, is and will be true, accurate, and complete, and fairly presents the financial condition of Applicant.
2. Applicant hereby authorizes any individual, firm, corporation, or credit agency to disclose to Perco Rentals, orally or in writing, any information which is pertinent to this application.
3. Applicant authorizes Perco Rentals (i) to rely upon and verify said credit and business information, (ii) to obtain consumer and/or commercial credit reports on the signer(s) and Applicant; and (iii) to provide credit information about Perco Rentals' credit experience with the signer(s) and the Applicant to other creditors and to credit reporting agencies, from time to time.
4. If the Applicant is a corporation, partnership, limited liability company, or other business entity, the undersigned affirmatively states that he or she is authorized to make application on behalf of said corporation or entity and to obligate same for any credit extended thereto as a result of this application, and further that the corporation/entity on whose behalf application is hereby made will continue to be bound and obligated for any credit advance thereto until written notice to the contrary is received by Perco Rentals at Post Office Box 180789, Richland, MS 39218.
5. If Applicant presents a Financial Statement(s) as a part of this application or in the future, such will be attached hereto and made a part hereof. Applicant agrees to submit Financial Statement(s) as requested by Perco Rentals. Financial Statement(s) submitted in connection with this application or as requested by Perco Rentals will be accurate, complete, and truthful. Applicant acknowledges that Perco Rentals will rely upon same.
6. Credit extended by Perco Rentals to Applicant shall be due when billed to Applicant. Applicant agrees to pay the amount due within thirty (30) days of each invoice therefor. Balances beyond thirty (30) days will be subject to a one and one-half percent (1½%) finance or interest charge per month (18% per annum). It is expressly understood by Applicant that the existence of the finance or interest charge does not affect Applicant's obligation to pay the account in full when due. Applicant's account will be delinquent when any part of the account is thirty (30) days past due. Applicant agrees that it shall be liable for all damages, costs, fees (including Perco Rentals' attorneys' fees) and expenses incurred in pursuit and/or collection of any and all amounts due, including rentals, other charges and/or interest. Applicant agrees and consents to the exclusive personal jurisdiction and venue in Rankin County, Mississippi. The parties specifically agree and consent that this forum selection clause is mandatory.
7. Applicant acknowledges it has received a copy of the Perco Rental Lease Agreement and agree to be bound by the Lease Agreement. Applicant understands and agrees that: Perco Rentals assents to the exact terms and conditions set forth in this Terms and Conditions of Credit and no other terms and conditions; Perco Rentals objects to and shall not be bound by any such other terms or conditions, either in Applicant's offer, its expression of acceptance, or its confirmation, purchase order or other communication which is different from, inconsistent with, or in addition to Perco Rentals' terms and conditions; and, any such conflicting terms or conditions are hereby expressly rejected.
8. NOTICE TO APPLICANT: DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THE ENTIRE APPLICATION, INCLUDING THE TERMS AND CONDITIONS, AND AGREE TO SAME, IN FULL.

_____ (Signature)
Fully Authorized Agent of Applicant

Date

By: _____ (Print Name)

Its: _____ (Title)

GUARANTOR'S AGREEMENT

For value received, and in consideration of Applicant applying for credit herein, and as an inducement to Perco Rentals to extend credit to the Applicant, the undersigned, having read the application, including the terms and conditions, and Lease Agreement, and understanding the same, hereby unconditionally guarantees to Perco Rentals the payment of all amounts owing to Perco Rentals by Applicant, including, but not limited to, the payment of all costs of collection and attorneys' fees, and the undersigned unconditionally agrees to pay all such amounts in the event of default by Applicant. This is a continuing guarantee and shall remain in force until the undersigned delivers to Perco Rentals written notice revoking this Guarantor's Agreement as to indebtedness incurred subsequent to receipt of said notice by Perco Rentals.

_____ (Signature)
Guarantor

Date

_____ (Printed Name)

SSN

_____ (HOME ADDRESS)

HOME PHONE #

_____ (HOME ADDRESS)

Witness

LEASE AGREEMENT

1. LESSEE acknowledges that it, through its fully authorized agent, has inspected the Leased Equipment and accepts same, AS IS, WHERE IS, at the time of delivery. LESSOR 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.
2. LESSOR HEREBY STATES, AND LESSEE SPECIFICALLY ACKNOWLEDGES, THAT LESSOR IS NOT THE MANUFACTURER OF THE LEASED EQUIPMENT (NOR THE MANUFACTURER'S AGENT OR REPRESENTATIVE), BUT MERELY LEASES THE LEASED EQUIPMENT FOR USE BY LESSEE, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.
3. **LESSOR MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND/OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. LESSOR MAKES NO WARRANTIES REGARDING THE LEASED EQUIPMENT AND/OR ITS CONDITION FOR ANY USE OR PURPOSE.**
4. All rentals, other charges and interest, accruing under this agreement, accrue under open account and LESSOR may avail itself of any and all provisions and recoveries of the law applicable to open accounts, including, but not limited to, attorneys' fees, damages, and expenses for non-payment and collection thereof.
5. LESSEE agrees to pay LESSOR at the locations noted on this agreement, rentals stipulated in this agreement during the entire term of this lease. Rent shall be paid within thirty (30) days of each invoice thereof, which shall be issued by LESSOR from time to time, but no less frequently than once each thirty (30) days. Balances beyond thirty (30) days will be subject to a one and one-half (1.5%) percent finance or interest charge per month (eighteen (18%) percent per annum). LESSEE shall be liable for all costs, fees (including LESSOR's attorneys' fees) and expenses incurred in collection of rentals, other charges and/or interest.
6. The Leased Equipment shall at all times be and remain the sole and exclusive property of LESSOR, and LESSEE shall not have or acquire any rights of property or title in or to said Leased Equipment, except the right to possess and use same so long, and only so long, as LESSEE shall not be in default in performance hereof. LESSEE covenants that the equipment leased hereunder will be permanently located at its address shown on this agreement and LESSEE shall promptly notify the LESSOR in writing of any change in such location except temporary changes in the usual course of LESSEE's business.
7. (a) LESSEE will maintain General Liability insurance for no less than \$1,000,000 per occurrence / \$2,000,000 general aggregate (and any other public liability insurance that may be applicable to LESSEE's business) on a primary and non-contributory basis, including waiver of subrogation and additional insured in favor of LESSOR. Lessee must also maintain Worker's Compensation insurance as may be required including a waiver of subrogation in favor of Lessor.
(b) LESSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND LESSOR FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, DEMANDS, LIABILITY, AND/OR EXPENSES, WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LESSOR'S ATTORNEY'S FEES, IF ANY, AND INCLUDING, BUT NOT LIMITED TO, PUNITIVE OR EXEMPLARY DAMAGES, IF ANY) ARISING OUT OF, OR IN ANY WAY OR MANNER CONNECTED WITH, THE USE, OPERATION, MAINTENANCE, POSSESSION, LEASE, STORAGE, ERECTION, DISMANTLING, SERVICE, AND/OR TRANSPORTATION OF THE LEASED EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN THOUGH ANY SUCH LIABILITY, DAMAGE, EXPENSE, LOSS, INJURY OR DEATH IS CAUSED, IN WHOLE OR IN PART, BY ANY DEFECT IN, OR CONDITION OF, ANY SUCH EQUIPMENT WHICH IS THE SUBJECT OF THIS LEASE. THIS INDEMNITY SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH LIABILITY, DAMAGE, EXPENSE, LOSS, INJURY OR DEATH IS CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OF THE LESSOR, BY THE VIOLATION OF ANY LAW, STATUTE, REGULATION, OR OTHERWISE, AND, ALSO, EVEN THOUGH LESSOR IS FOUND TO BE STRICTLY AND/OR ABSOLUTELY LIABLE THEREFORE.
8. LESSEE agrees to provide the LESSOR with a Certificate of Insurance stating that the Leased Equipment is in fact insured for physical damage and such physical damage coverage must include Lessor as loss payee. The policy limit must be at least equal to the value of the leased equipment. LESSEE agrees to IMMEDIATELY notify the LESSOR of any occurrence or damage exceeding TWO HUNDRED AND FIFTY DOLLARS (\$250).
9. (a) LESSEE assumes and agrees to pay when due any sales tax, use tax, excise tax, *ad valorem* tax, stamp tax, documentary tax, or other tax based upon the amount of the rentals, which LESSOR shall have paid, or be obligated to pay hereunder, and for any other taxes based on the use or operation of said equipment by LESSEE.
(b) LESSEE shall pay all fines and other charges levied or assessed in relation to the use or operation of the Leased Equipment.
10. LESSEE shall not assign this lease or sub-lease any of the Leased Equipment without first receiving the LESSOR's written consent. LESSEE shall not permit others to use the Leased Equipment without LESSOR's written consent. LESSOR 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 LESSOR 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 LESSOR under such financing agreement.
11. LESSEE shall not make any substantial changes or alterations to the Leased Equipment without prior written consent from LESSOR. Any improvements to the Leased Equipment shall at once become and remain the property of LESSOR.
12. (a) LESSEE agrees that the Leased Equipment shall be used only in the normal course of its business and only as to commodities, weight and there limitations as specifically set forth in this agreement.
(b) LESSEE shall keep the Leased Equipment in good and efficient working order, condition and repair, reasonable wear and tear alone excepted. 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. The Leased Equipment will remain on lease until repairs are made and the Leased Equipment is ready for re-use.
(c) It is implicit in LESSEE's acceptance for use of the Leased Equipment (and LESSEE specifically warrants herein), that LESSEE, its agents and/or employees, have sufficient familiarity with the Leased Equipment to properly use said equipment, and to cause said 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.
(d) It is implicit in LESSEE's acceptance for use of the Leased Equipment (and LESSEE specifically warrants herein), that LESSEE has sufficient knowledge of, and is conversant with, federal, state and local laws, rules and regulations governing the operation and use of said equipment, to allow LESSEE to fully comply with same. LESSEE agrees, warrants, and acknowledges that it will fully comply with all such laws, rules and regulations and LESSEE assumes any and all liability for failure to fully comply with same.
(e) 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 LESSOR the cost of cleaning said equipment.
(f) In the event of LESSEE's failure to perform any of the repairs, maintenance or replacements required by the foregoing subparagraphs, LESSOR 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 LESSOR for all expenses incurred by LESSOR under this subparagraph.
- (g) LESSOR shall incur no liability whatsoever for failure of 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.
 - (h) 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 equipment. LESSEE will indemnify LESSOR for any loss, forfeiture, fine, or penalty caused by failure of LESSEE to perform accordingly.
 - (i) 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 LESSOR, in LESSOR'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 LESSOR, in such condition and pursuant to such terms as otherwise provided in this agreement.
 - (j) All fuel required and consumed is the responsibility of LESSEE. LESSEE will be responsible for reporting and paying fuel use taxes.
13. If during the term of this lease (i) any item of the Leased Equipment is stolen or disappears and is not recovered within thirty (30) days 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 LESSOR on demand, the fair market value of such items of equipment based upon its condition at the commencement of this lease (with due allowance for any salvage actually recovered by LESSOR). Any insurance proceeds recovered by LESSOR on account of such damage or loss shall reduce pro-rata the amount payable by LESSEE under this paragraph; any excess of such insurance over LESSEE's liability hereunder is to be retained by LESSOR.
 14.
 - (a) On expiration or termination of this lease in any manner whatsoever, LESSEE shall forthwith (i) return all Leased Equipment to the LESSOR complete and in good order and condition, reasonable wear and tear excepted, and (ii) pay transportation charges to LESSOR's branch from which the Leased Equipment was delivered to the LESSEE. Should any item of the Leased Equipment not be returned to LESSOR upon expiration or termination of this lease, LESSEE agrees promptly upon receipt of demand from LESSOR to pay LESSOR, (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 LESSOR 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 LESSOR under this lease.
 - (b) Should LESSEE fail promptly to return any of the Leased Equipment to LESSOR, the LESSOR 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 Miss. Code Ann. 75-9-503, *et seq.* LESSEE agrees to pay upon demand to LESSOR (i) any and all monies expended by LESSOR in connection with such removal of Leased Equipment, including attorneys' fees, court costs and expenses, sheriff's costs and expenses, service costs and fees, and any other fees, costs, and expenses, and transportation costs, from the location of such Leased Equipment to the branch of the LESSOR, and (ii) the amount expended by LESSOR 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 LESSOR of such fact within a period of twenty-four (24) hours after retaking by LESSOR. Failure to give such notice within said twenty-four (24) hours shall forever bar LESSEE from asserting any claim or claims against LESSOR on account of property alleged to have been in said retaken Leased Equipment.
 - (c) Anything in this Section 14 or elsewhere in this lease to the contrary notwithstanding, the exercise by LESSOR of any remedy or remedies given to LESSOR under this lease, including the remedy of retaking the Leased Equipment, shall not constitute an exclusive election of remedy by LESSOR.
 15. Upon the occurrence of any one or more of the following events, LESSOR may, at its option, terminate this lease (with LESSEE waiving any requirement that it be put in default):
 - (a) Upon LESSEE's failure (i) to pay any rent when due or (ii) to correct any other default in its performance under this lease within ten (10) days after written notice from LESSOR calling its attention to such default; or
 - (b) In the event that (i) LESSEE shall become insolvent or commit an act of bankruptcy, (ii) a meeting of the creditors of LESSEE is called or any proceeding in bankruptcy or for reorganization, composition, arrangement or liquidation is begun by or against such LESSEE or granted for the appointment of a receiver for the LESSEE or any of its property;
 - (c) LESSOR has reasonable grounds for believing LESSEE has become unable to discharge one or more of the obligations of this lease.
 16. LESSOR's right to exercise its remedies under this Section 16 shall not be affected because a previous similar default on the part of LESSEE may have been waived or condoned by LESSOR, and the exercise by LESSOR of a remedy under this Section 16 shall not preclude LESSOR from simultaneously or later exercising any other right or remedy that may be available to it under this lease, or otherwise, all of such remedies being cumulative but not exclusive
 17. In addition to LESSOR's option to terminate this lease, pursuant to Section 15, or any other provision of this agreement, LESSOR may, at its option, upon a default or breach of any provision or condition of this agreement by LESSEE:
 - (a) Declare all unpaid rent and other charges and interest due, and accelerate all unaccrued rentals, charges, and/or interest, requiring the payment of all such amounts immediately;
 - (b) Take possession of the Leased Equipment as provided in Paragraph 14(b); and/or;
 - (c) Exercise any other right or remedy provided for in this agreement or under the applicable law, including the collection of attorney's fees, damages, expenses, and costs.
 18. LESSOR may, at any time, inspect the equipment and observe its use. LESSEE, whenever requested by LESSOR, shall advise LESSOR of the exact location of all of the equipment and its condition. LESSOR may immediately remove any equipment from any jobsite, building or other place without notice or liability to LESSEE, if upon inspection, LESSOR determines in LESSOR's opinion that any of the equipment is being used beyond capacity or in any manner improperly cared for or abused. This Section 18 shall not, in any way, obligate LESSOR to inspect, repair, and/or warrant the Leased Equipment, regardless of the circumstances.
 19. LESSEE agrees that LESSOR may recover attorneys' fees, damages, expenses, and costs which LESSOR may incur in enforcement of this agreement, collection of rent, and/or in pursuit of any and all remedies for LESSEE's breach of this agreement and/or breach of any obligations of LESSEE pursuant to law, contract, or otherwise.
 20. 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.
 21. 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.
 22. This agreement is binding on, and insures 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 LESSOR, in writing, before any changes in ownership or

any material disposition or encumbrance to the assets of LESSEE's business.

23. 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.
24. 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.
25. This agreement shall be construed under, and in accordance with, the laws of the State of Mississippi.
26. Forum Selection Clause/ Waiver of Right to Jury Trial - LESSEE specifically consents to the *exclusive* personal jurisdiction and venue in Rankin County, Mississippi. The parties specifically agree and consent that this Forum Selection Clause is mandatory and not inconvenient or burdensome. LESSEE also knowingly, voluntarily, and willingly agrees to waive its right to trial by jury and hereby expressly consents to have all matters submitted to a bench trial in Rankin County, Mississippi.
27. LESSEE has personally inspected the rental equipment referenced within and certifies that it is clean and in proper working condition and is accepted in its "As Is" condition.
28. LESSEE understands that at the end of the rental period LESSEE is responsible for returning the equipment in the same working condition as LESSEE received it. LESSEE also understands that the equipment is to be clean, including but not limited to the exterior, cab interior, cabinets, pumps, cyclones, bag houses, water towers, pipes and tanks.
29. LESSEE understands that 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 equipment to its condition as of the date LESSEE took possession. LESSEE understands that all repairs and cleaning will be billed to LESSEE.
30. LESSEE understands that LESSEE is responsible for the general maintenance of the equipment while it is rented. This includes but not limited to oil levels, grease, hydraulic fluids levels, coolants, tires and wheels.
31. LESSEE understands that LESSEE is responsible for returning the equipment with the same fuel 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 equipment.
32. LESSEE certifies that LESSEE has received general instructions in the safe and efficient operation of the equipment and an operations manual and that LESSEE fully understands those instructions and manual. If at anytime LESSEE does not understand the operations or manual or the equipment fails to operate in a safe and efficient manner LESSEE will immediately shut down the equipment and contact LESSOR at 1-888-955-2087 for information.
33. 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 vehicle and LESSEE and its agents/servants/and/or employees agree as follows:
 - (a) **ONLY TRAINED AND QUALIFIED PEOPLE MAY OPERATE THE EQUIPMENT. LESSOR Has Training/Operating Materials Available for Leased Equipment.**
 - (b) The manufacturer's operating instructions and user's safety rules accompanies each piece of equipment.
 - (c) Heed the equipment operating instructions, user's safety rules, and decal warnings.
 - (d) Inspect equipment for safe conditions before each use.
 - (e) Notify LESSOR immediately of any safety defects discovered.
 - (f) Do not use equipment with known safety defects.
 - (g) Verify safe operating conditions before each use.
 - (h) Do not operate equipment where conditions endanger anyone.
 - (i) Wear seatbelts where provided.
 - (j) Never use equipment without guards or safety devices.
 - (k) Never modify or alter the equipment without written approval from LESSOR.
34. LESSEE should acquire and use any auxiliary safety device that is recommended by LESSOR or the manufacturer, required by law, or appropriate for the conditions of use.
35. LESSEE should communicate safety instructions to any operator who does not speak and understand the English Language.
36. LESSEE is responsible to ensure that only qualified, licensed operators use rented equipment where the law requires.
37. LESSEE must return the operator's manual when returning equipment.
38. Modifications and additions that affect capacity and safe operation shall not be performed by the LESSEE without manufacturer's prior written approval through LESSOR.
39. If rental equipment is subject to USDOT regulations, please see addendum.
40. If you have any questions about the above guidelines call LESSOR at 1-888-955-2087.

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 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).

Table with 2 main columns: PRODUCER (ABC INSURANCE AGENCY, 123 MAIN STREET, JACKSON, MS 39215) and INSURED (XYZ COMPANY, P O BOX 12, ODESSA TX 79760). Includes sub-sections for CONTACT NAME (AGENT CONTACT), PHONE (AGENT PHONE), E-MAIL ADDRESS (AGENT EMAIL), and INSURER(S) AFFORDING COVERAGE (INSURING COMPANY).

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.

Main table listing insurance policies with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), and LIMITS. Includes sections for GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, and LEASED/RENTED EQUIPMENT.

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

Holder is loss payee as lessor with respect to [DESCRIBE EQUIPMENT AND VALUE].

CERTIFICATE HOLDER CANCELLATION

Table for CERTIFICATE HOLDER (Pipeline & Utility Rental Equipment, LLC d/b/a Perco Rentals, PO BOX 180789, RICHLAND MS 39218) and CANCELLATION (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).