

LIABILITY FOR DAMAGE

CUSTOMER shall indemnify and save BMC harmless from and against any and all damage or injury to or loss of EQUIPMENT or any part thereof and from and against any and all claims, damages, judgements, and liability whatsoever occasioned by or resulting from the use, operations, possession, or transportation of EQUIPMENT. The amount of damage for any loss of or injury to EQUIPMENT shall be based upon the then actual reasonable market value and without regard to the RENT paid or accrued.

CUSTOMER'S INSURANCE OBLIGATIONS

(A) Public Liability and Property Damage Liability Insurance (Third Party). CUSTOMER will, at its own expense and at all times during the term of the Rental Contract maintain in force Commercial General Liability Insurance with a combined, single limit for bodily injury, including death, and property damages of \$1,000,000.00, on a primary and not excess or contributory basis, for CUSTOMER'S liability for damages sustained by any person, including, but not limited to, agents or employees of CUSTOMER, as a result of the maintenance, use, operation, possession, storage, erection, dismantling, servicing or transportation of EQUIPMENT. CUSTOMER will, on demand, furnish BMC a Certificate of Insurance evidencing such insurance, endorsed to provide that such insurance may not be canceled or materially modified except on 30 days prior written notice to BMC at the BMC'S branch from which the EQUIPMENT was rented. CUSTOMER agrees to abide by all terms and conditions of said insurance. CUSTOMER, its agents and employees will cooperate fully with BMC and CUSTOMER'S insurer in an investigation, prosecution or defense of any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. BMC'S acceptance of CUSTOMER'S Certificates of Insurance will not be deemed a waiver, limitation or modification of CUSTOMER'S insurance, indemnity or other obligations under the Rental Contract or CUSTOMER'S liability hereunder.

(B) Property Insurance for BMC'S EQUIPMENT. If FTV is not accepted by CUSTOMER, then CUSTOMER will, at its own expense and at all times during the term of this Rental Contract, maintain in force Property Insurance in an amount adequate to cover any damages to, or loss of, the EQUIPMENT. CUSTOMER'S policy must expressly cover non-owned equipment while in CUSTOMER'S care, custody or control. CUSTOMER will, on demand, furnish BMC a Certificate of Insurance evidencing such insurance and endorsed to provide that such insurance may not be canceled or materially modified except on 30 days prior written notice to BMC at BMC'S branch from which the EQUIPMENT was rented. The amount, terms and conditions of the insurance required by this sub-paragraph must be acceptable to BMC. CUSTOMER agrees to abide by all of the terms and conditions of such insurance.

FIRE, THEFT, AND VANDALISM WAIVER

If the EQUIPMENT is used in compliance with the Rental Contract and if CUSTOMER accepts the "Fire, Theft, and Vandalism Waiver" option (hereafter called "FTV"), which is NOT INSURANCE, at the beginning of the rental period by initialing the FTV Accepts Box on the front of the Rental Contract, and pays the additional charges for the FTV when due, then BMC agrees to waive, to the extent specified herein and in the Rental Contract, CUSTOMER'S responsibility to BMC for loss of or damage to the EQUIPMENT exceeding \$2,500.00 per item of EQUIPMENT. BMC reserves the right to deny FTV to CUSTOMER. CUSTOMER not initialing either the "accepts FTV" or "declines FTV" box will be deemed to have accepted FTV. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, CUSTOMER WILL BE LIABLE FOR ALL LOSS OR DAMAGE TO THE EQUIPMENT AND EXPENSE OF BMC RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER, WHICH INCLUDES, BUT IS NOT LIMITED TO THE USE OR OPERATION OF THE EQUIPMENT IN A RECKLESS OR ABUSIVE MANNER OR INTENTIONAL DAMAGE TO THE EQUIPMENT BY CUSTOMER, OR UNDER ANY OF THE FOLLOWING CIRCUMSTANCES: (A) striking overhead objects with the EQUIPMENT; (B) all loss and damage associated with vandalism, malicious mischief, theft or conversion of the EQUIPMENT not documented by CUSTOMER'S prompt filing with the applicable public authorities (with an immediate written copy to BMC) of a formal written theft, vandalism or conversion report; (C) a loss of, or damage to, the EQUIPMENT resulting from any exposure to radioactive, contaminated or other hazardous materials; (D) boom damage from overloading of a boom or from a collision when a boom is in motion; (E) all loss or damage associated with the EQUIPMENT'S rollover or upset; (F) use of or operation of the EQUIPMENT by a person other than an employee of CUSTOMER possessing all necessary permits and not otherwise prohibited by law from such operation; (G) use or operations of the EQUIPMENT in violation of any law or ordinance; (H) the failure of a CUSTOMER to perform, or the improper performance of, the basic maintenance required under the Rental Contract; (I) any failure of CUSTOMER to comply with any notice requirements of the Rental Contract; and (J) CUSTOMER'S failure to secure the EQUIPMENT by leaving the keys readily available to any unauthorized operator or by not reasonably restricting access to the EQUIPMENT. If such charges for the FTV are not paid as specified in the Rental Contract, then at BMC'S option and discretion, BMC may terminate the Rental Contract without prejudice to any of its other remedies. Pending exercise of BMC'S option, or if BMC'S option is not exercised, the FTV will not be in effect regardless of any initialing of the "Accepts" Box and CUSTOMER will remain fully responsible for loss and damage to the EQUIPMENT. In the event of any loss or damage to the EQUIPMENT, BMC will subrogate with respect to any rights of CUSTOMER to recover against any person or entity. CUSTOMER will execute and deliver whatever instruments are required and do whatever else is necessary to secure such rights. CUSTOMER will cooperate fully with BMC and its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice BMC'S rights with respect thereto.

BLANCHARD

Fire, Theft & Vandalism (FTV) Waiver Guide



BlanchardMachinery.com

Fire, Theft, and Vandalism Waiver (FTV)

Blanchard Machinery Company ("BMC") is now offering two options for protection of rental equipment. The customer's responsibility is to return the equipment in the same condition in which rented except for ordinary wear and tear. The customer has the option of protecting the equipment through its own insurance coverage or by purchasing FTV through BMC.

The customer may choose to have BMC provide a fire, theft and vandalism waiver for an additional cost of 14%, which provides protection for the equipment.

The protection is very comprehensive but subject to the terms of The Rental Contract. Any questions on the contract should be directed to your Sales Representative.

The customer also has the option to provide protection for the rental equipment through its insurance carrier. A certificate of insurance must be provided to BMC evidencing the required provision of coverage contained in the "Insurance Coverage Requirements" section of the FTV Guide. Any questions on the required provisions should be directed to your Sales Representative.

BMC is pleased to offer these alternatives for our customers to properly protect rental equipment.

Insurance Coverage Requirements

The customer shall carry, at his or her own expense, from insurance companies satisfactory to BMC, all four of the following types of coverage with limits not less than those shown below. The respective items must be shown on the Certificate of Insurance. Should customer purchase the FTV coverage, the Inland Marine Coverage requirements below shall be waived and all other insurance coverage's contained herein shall remain the responsibility of the customer.

1. **Workers Compensation Insurance**, written to cover the customer's employees in compliance with the state having jurisdiction over each employee, with the following minimum limits and endorsements:

<u>Coverage</u>	<u>Limits</u>
Workers' Compensation	Statutory
Employers Liability	
<u>Endorsements</u>	
Waiver of Subrogation – In favor of BMC	

2. **Commercial General Liability Insurance** minimum limits and endorsements:

<u>Coverage</u>	<u>Limits</u>
General Liability	\$1,000,000 Per Occurrence & Aggregate
Premises	
Completed Operations	
Products Liability	
Independent Contractors	
<u>Endorsements</u>	
Waiver of Subrogation – In favor of BMC	
Additional Insured – In favor of BMC	

3. **Commercial Automobile Liability Insurance**, written to include the following minimum limits and endorsements:

<u>Coverage</u>	<u>Limits</u>
Owned Vehicles	Combined Single Limit Per Occurrence of \$1,000,000
Non-Owned Vehicles	
Hired Vehicles	
<u>Endorsements</u>	
Waiver of Subrogation – In favor of BMC	
Additional Insured – In favor of BMC	

4. **Inland Marine Coverage** (Fire, Theft and Vandalism) with minimum limits and endorsements:

<u>Coverage</u>	<u>Limits</u>
"All Risk"	
Temporary, Leased or Rented	\$250,000
Deductible	\$2,500
<u>Endorsements</u>	
Loss Payee – In favor of BMC	

The Customer shall furnish Certificate of Insurance coverage prior to renting equipment.

All policies providing coverage hereunder shall contain provisions that no cancellation or material changes in the policies shall become effective except on thirty (30) days written notice thereof to BMC.

