



**PROP R TRUCKS**

**305-905-1030**

[www.proprtrucks.com](http://www.proprtrucks.com)

1998 NE 150<sup>th</sup> Street, North Miami, FL

Efax: 786-431-2580

Contract#: \_\_\_\_\_ Truck#: \_\_\_\_\_ Beg mileage: \_\_\_\_\_ Beg Fuel level: \_\_\_\_\_

**TERMS AND CONDITIONS**

1. LESSEE \_\_\_\_\_ agrees to defend, indemnify and hold harmless LESSOR (S&S Enterprises of Hollywood, LLC DBA Prop R Truck) against any 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, sublessees, 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 sole willful misconduct of LESSOR ("Indemnitee").
2. LESSEE shall, at its own expense, maintain business automobile liability, including coverage for loading and unloading 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 loss payee on the hired auto physical damage coverage. This insurance shall provide no less than \$1,000,000 in combined single limits, and actual cash value less \$1,000 deductible for physical damage on Comprehensive and collision coverage.
3. LESSEE shall, at his 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 exhausted 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 general aggregate limits of

4. not less than \$2,000,000 (including the coverages specified above), personal injury and advertising injury of not less than \$1,000,000, and per occurrence limits of not less than \$1,000,000.
5. 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 Florida with a BEST rating of A- or higher.
6. All insurance maintained by LESSEE pursuant to the foregoing provisions shall contain a waiver of subrogation against LESSOR.
7. Before obtaining possession of the equipment leased, LESSEE shall provide to LESSOR a Certificate of Insurance and applicable endorsements, including additional insured and loss payee 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.
8. 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. In such event, the rental fees for the subject equipment shall continue to accrue until LESSEE has paid for the lost, damaged or stolen equipment or until repairs are completed. LESSOR's determination whether the damaged equipment shall be replaced or repaired shall be conclusive.

LESSOR AND LESSEE AGREE TO THE ABOVE TERMS AND CONDITIONS:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative of LESSOR

Authorized representative of LESSEE