

**CONTRACT FOR TEMPORARY HEAVY EQUIPMENT RENTAL BETWEEN THE
COUNTY OF LAKE AND RAIN FOR RENT**

This CONTRACT is made and entered into this _____ day of _____, 20____, by and between the COUNTY OF LAKE, hereinafter referred to as "COUNTY" and RAIN FOR RENT, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, it is the desire of COUNTY to engage the services of a licensed contractor to perform the delivery and installation of a single revolution wheel wash system.

WHEREAS, CONTRACTOR is the authorized equipment rental company to service the Lake County area.

WHEREAS, the scope and breadth of the debris removal resulting from the wildland fires in and around Lake County has created significant impacts on the County's Eastlake Landfill which must be continually addressed and resolved; and

WHEREAS, one of those impacts is the vehicle count into the Eastlake Landfill, which has increased since the above-described wildland fire; and

WHEREAS, the trucks of companies hired to engage in fire debris removal are bringing several loads each day to the Eastlake Landfill which results in considerable mud being tracked from the landfill site creating potentially dangerous conditions; and

WHEREAS, the installation of a wheel wash system is the most effective and efficient means of addressing the mud tracking; and

WHEREAS, CONTRACTOR has represented to COUNTY that it has the necessary qualifications to perform the duties specified in this Contract.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

I. CONTRACTOR SERVICES AND RESPONSIBILITIES

CONTRACTOR shall perform all requested and necessary duties in connection with the temporary landfill heavy equipment. Delivery will be at the County Eastlake Landfill at 16015 Davis Avenue, Clearlake, California. CONTRACTOR shall perform only those services as requested by County Public Services Director or his designated representative. Services shall be performed pursuant to the following terms and conditions:

CONTRACTOR will deliver equipment, as requested, to the Eastlake landfill located at 16015 Davis St, Clearlake, California 95422.

II. COUNTY'S RESPONSIBILITIES

For services performed, as described above, COUNTY shall pay CONTRACTOR within 30 days from receipt of invoice and satisfactory completion of work as determined by County Public Services Director or his designated representative.

COUNTY shall provide CONTRACTOR with advance notification of equipment hours for those which are approaching a standard maintenance (lube) service interval to allow for convenient local scheduling of such service.

III. COMPENSATION

The total amount of compensation to be paid under this CONTRACT shall not exceed forty eight thousand and two hundred dollars (\$48,200.00) per unit rates attached in Exhibit "A".

IV. TERM

This CONTRACT shall commence on the date hereinabove entered into and shall terminate on June 30, 2018, unless earlier terminated as hereinafter provided.

V. TERMINATION

This CONTRACT may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By County Public Services Director upon 10 days written notice thereof to CONTRACTOR.
- C. By CONTRACTOR upon 10 days written notice there to County Public Services Director.

Upon termination prior to the full and satisfactory completion of Contractor's performance under this Agreement, COUNTY shall not be liable to pay CONTRACTOR the total compensation set forth in provision II of this Agreement, but CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR covered by this Agreement.

VI. CONTRACTOR'S INSURANCE

CONTRACTOR shall not commence work under this Agreement until he has obtained all the insurance required herein, Certificates of Insurance have been submitted to the COUNTY and said insurance has been approved by the COUNTY. The Certificates of Insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to COUNTY.

CONTRACTOR shall not allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONTRACTOR to maintain the insurance required by this provision or to comply with any of the requirements of this provision shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the COUNTY within ten (10) days after the date of execution of this Agreement by CONTRACTOR and prior to commencement of work hereunder.

(a)**Compensation Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Worker's Compensation Insurance and Employer's Liability Insurance as required by the State of California for all employees to be engaged in work. In case of any such work sublet, CONTRACTOR shall require subcontractor similarly to provide Employer's Liability Insurance and Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

(b)**Commercial General Liability.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-Operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.

(c)**Automobile Liability Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONTRACTOR's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.

(d)**Professional Liability Insurance.** CONTRACTOR shall procure and maintain, at CONSULTANT'S own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this contract caused by errors, omissions, or other acts for which CONTRACTOR, its employees, subcontractors, and agents are liable. Said Insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.

(e)**Subcontractors.** CONTRACTOR shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONTRACTOR described with particularity herein below.

(f)**Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

“The COUNTY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to CONTRACTOR’s insurance on Form CG 20 10 11 85. CONTRACTOR shall not commence work under this Agreement until he has had delivered to the COUNTY the Additional Insured Endorsements required herein.”

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

(g) Other Insurance Provisions. For any claims related to the work performed under this Agreement, the CONTRACTOR’s insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be in excess of the CONTRACTOR’s officials, employees, agents or volunteers shall be in excess of the CONTRACTOR’s insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONTRACTOR shall reduce or eliminate such deductibles or self-insurance retentions or CONTRACTOR shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONTRACTOR under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a “Claims Made”, rather than “Occurrence” form, CONTRACTOR agrees to maintain required coverage for a period of three (3) years after the expiration of this Agreement (Hereinafter, “Post Agreement Coverage”) and any extensions thereof. CONTRACTOR may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its officers, officials, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under this Agreement.

VII. CONTRACTOR WARRANTIES

CONTRACTOR hereby makes the following representations and warranties:

Standard of Care. CONTRACTOR represents it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties specified herein and that such services, responsibilities,

and duties shall be performed, whether by CONTRACTOR or designated subcontractors, in a timely manner according to generally accepted Caterpillar equipment repair and services practices.

Non-Discrimination in Employment. In the performance of the work authorized under this Agreement, CONTRACTOR shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

Adherence to Applicable Disability Law. CONTRACTOR shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.), California Government Code Sections 12920 et seq., and all related state and local laws.

HIPPA Compliance. CONTRACTOR will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

Safety Responsibilities. CONTRACTOR will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONTRACTOR agrees that in the performance of work under this Agreement, CONTRACTOR will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

Interest of Contractor. CONTRACTOR hereby covenants that he has, at the time of the execution of this Agreement, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having such interest shall be employed.

VIII. INDEMNIFICATION - HOLD HARMLESS

CONTRACTOR shall indemnify and defend COUNTY and its officers, employees and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of or connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of COUNTY.

CONTRACTOR's obligations under this Section shall survive the termination of the Agreement.

IX. ASSIGNMENT

The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the COUNTY, except that claims for money due or to become due the CONTRACTOR from the COUNTY may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under the Agreement except those specifically provided herein shall be void.

X. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that in the making and performance of this Agreement, CONTRACTOR is an independent contractor and is not an employee, agent or servant of the COUNTY. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted herein.

CONTRACTOR is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONTRACTOR and CONTRACTOR's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

XI. MODIFICATION

This Agreement may only be modified by a written amendment thereto, executed by both parties.

XII. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

XIII. RECORDS - AUDIT

CONTRACTOR shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids (if applicable), all income, and expenditures. These documents and records shall be retained by CONTRACTOR for at least five (5) years from the completion of this Agreement. CONTRACTOR shall permit COUNTY to audit all books, accounts, and/or records relating to this Agreement and/or all accounts or records of any business entities controlled by CONTRACTOR who participated in this Agreement. An audit may be conducted on CONTRACTOR's premises, or at COUNTY's option, CONTRACTOR shall provide all books and records within a maximum of fifteen (15) days of CONTRACTOR's receipt of written notice to do so from the COUNTY. CONTRACTOR shall refund any moneys erroneously charged.

XIV. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. CONTRACTOR waives any right of removal it might have under California Code of Civil Procedure Section 394.

XV. RESIDENCY

All independent contractors providing services to COUNTY for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

XVI. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

XVII. SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Agreement shall be severable and not affected hereby.

XVIII. NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party

COUNTY OF LAKE
Lars Ewing
Public Services Director
333 2nd Street
Lakeport, CA 95453

RAIN FOR RENT
390 West Kentucky Ave.
Woodland, CA 95695

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XIX. ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This CONTRACT supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

RAIN FOR RENT

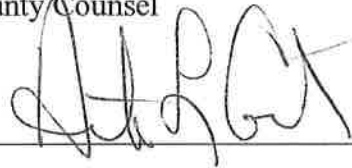
Chair, Board of Supervisors

Contractor

ATTEST: Carol J. Huchingson
Clerk of the Board

APPROVED AS TO FORM
Anita L. Grant

County Counsel



By: _____

Exhibit "A"

1032-IND-750114

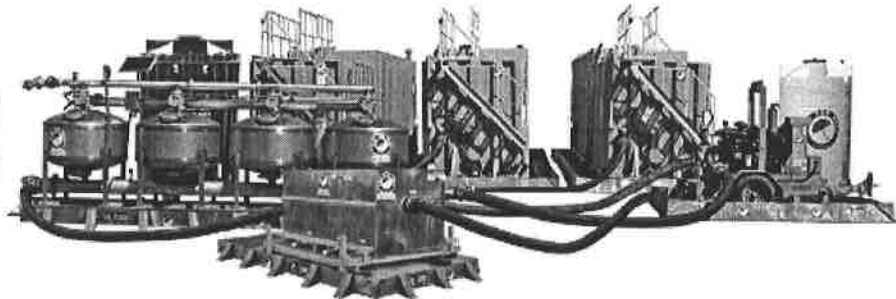
Quotation Developed Especially for:

Kris Byrd
Lake County Special Dist
333 SECOND STREET
LAKEPORT, CA 95453
Phone: (707) 900-1725

Prepared on 11/17/2017 by:

Larry White
Cell: 530-379-3380
390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

www.rainforrent.com





Rental/Sale Quotation

Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-750114

Prepared By: Larry White

Customer: Lake County Special Dist

Customer ID: 105897

Address: 333 SECOND STREET

City/State: LAKEPORT, CA 95453

Contact: Kris Byrd

Office: (707) 900-1725

Fax:

Job Description:

Delivery, rental, and removal of the same setup of Wheel Wash, pipes, hoses, and fittings, as from previous years.

Location:

16655 Davis St. (Lake County Landfill), Clearlake, CA.

Contact-Kris Byrd

(707) 900-1725..

Rental Sub Total: \$9,495.95

Sale Sub Total: \$1,980.00

Sub Total: \$11,475.95

Recommended Optional Items - Rental: \$0.00

Recommended Optional Items - Sales: \$0.00

Does not include sales tax

Accept Decline Initial

By checking Accept and initialing customer is acknowledging that the additional cost for the above items will be added to the grand total.

Recommended Optional Item - RPP: \$314.06

Est. Delivery Hauling \$3,185.10

Est. Pick-up Hauling \$1,841.70

Est. Install Labor \$0.00

Est. Removal Labor \$0.00

Est. Services \$132.00

Est. Air Quality Fee \$0.00

Est. Rev Air Quality Fee -\$0.00

Est. Enviro Recovery Fee \$141.00

Est. Rev Enviro Recovery Fee -\$0.00

(Does Not Include Sales Tax)

Grand Total: \$16,775.75

Date Prepared: 11/17/2017

Valid Until: 12/17/2017

Customer

Date

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT, OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

Initial here: _____



Rental/Sale Quotation

Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-750114

*Rain for Rent Cycle = 28 Days.

This quotation is a PREVAILING WAGE job.

Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	1 *Cycle	+634505	Wheel Wash 400C	\$0.00	\$0.00	\$4,500.00	\$4,500.00
1	Each	28 Day	720950	Conversion Kit 400C to 400MC	\$4.60	\$0.00	\$0.00	\$128.80
4	Each	1 *Cycle	722934	Hose 4"x20' HD Tank Truck Camlock 150#	\$0.00	\$0.00	\$100.00	\$400.00
1	Each	1 *Cycle	722881	Hose 4"x10' HD Tank Truck Camlock 150#	\$0.00	\$0.00	\$90.00	\$90.00
1	Each	1 *Cycle	721084	Valve 4" Gate 514T11 Brass	\$0.00	\$0.00	\$45.00	\$45.00
3	Each	1 *Cycle	322038	Adapter 4" Female Cam x MNPT AL	\$0.00	\$0.00	\$43.47	\$130.41
2	Each	1 *Cycle	320036	Adapter 4" Male Cam x FNPT AL	\$0.00	\$0.00	\$43.47	\$86.94
1	Each	1 *Cycle	320046	Adapter 4" Male Cam x MNPT AL	\$0.00	\$0.00	\$43.47	\$43.47
27	Each	1 *Cycle	974940	Pipe 4"x40' Ind Groove AL	\$0.00	\$0.00	\$16.00	\$432.00
40	Each	1 *Cycle	720764	Coupler 4" Ind Groove Heavy Wt Cast 77	\$0.00	\$0.00	\$4.41	\$176.40
1	Each	1 *Cycle	325406	Adapter 4" Male Cam x Flange AL	\$0.00	\$0.00	\$18.36	\$18.36
1	Each	1 *Cycle	726301	Adapter 3" Flange x Ind Groove Weld STL	\$0.00	\$0.00	\$6.00	\$6.00
1	Each	1 *Cycle	727945	Adapter Reducing 4"x3" Ind Groove Cast 7150	\$0.00	\$0.00	\$4.41	\$4.41
1	Each	1 *Cycle	720763	Coupler 3" Ind Groove Heavy Wt Cast 77	\$0.00	\$0.00	\$2.10	\$2.10
5	Each	1 *Cycle	722820	Hose 4"x20' HD Tank Truck Ind Groove 200#	\$0.00	\$0.00	\$90.00	\$450.00
1	Each	1 *Cycle	722881	Hose 4"x10' HD Tank Truck Camlock 150#	\$0.00	\$0.00	\$90.00	\$90.00
1	Each	1 *Cycle	721194	Elbow 4" 45 Degree Ind Groove Cast 7111	\$0.00	\$0.00	\$4.41	\$4.41
1	Each	1 *Cycle	725241	Tee 4"x4"x2" Ind Groove x MNPT Weld STL	\$0.00	\$0.00	\$4.41	\$4.41
1	Each	1 *Cycle	721081	Valve 2" Gate 514T08 Brass	\$0.00	\$0.00	\$45.00	\$45.00
1	Each	1 *Cycle	721073	Air Vent 2" AV150 Waterman	\$0.00	\$0.00	\$24.99	\$24.99
1	Each	1 *Cycle	720781	Adapter 4" Ind Groove x MNPT STL59	\$0.00	\$0.00	\$4.41	\$4.41
1	Each	1 *Cycle	721084	Valve 4" Gate 514T11 Brass	\$0.00	\$0.00	\$45.00	\$45.00
1	Each	1 *Cycle	320044	Adapter 4" Female Cam x FNPT AL	\$0.00	\$0.00	\$4.41	\$4.41
1	Each	1 *Cycle	326604	Float 4" Pipe & Hose	\$0.00	\$0.00	\$50.00	\$50.00
1	Each	1 *Cycle	974910	Pipe 4"x10' Ind Groove AL	\$0.00	\$0.00	\$4.00	\$4.00
1	Each	1 *Cycle	974905	Pipe 4"x5' Ind Groove AL	\$0.00	\$0.00	\$2.00	\$2.00
2	Each	1 *Cycle	720754	Elbow 4" 90 Degree Ind Groove 7110 Cast STL	\$0.00	\$0.00	\$8.82	\$17.64
1	Each	1 *Cycle	+815010	Pump 3" High Head HH80C	\$0.00	\$0.00	\$989.99	\$989.99
3	Each	1 *Cycle	974940	Pipe 4"x40' Ind Groove AL	\$0.00	\$0.00	\$16.00	\$48.00
1	Each	1 *Cycle	+829020	Panel Pump DOL 2-15 HP	\$0.00	\$0.00	\$162.00	\$162.00
1	Each	1 *Cycle	325991	Float Close Complete	\$0.00	\$0.00	\$15.00	\$15.00

7	Each	1 *Cycle	722550	Hose 2"x50' LayFlat Camlock 150#	\$0.00	\$0.00	\$90.00	\$630.00
1	Each	1 *Cycle	323339	Adapter 2" Male Cam x MNPT AL	\$0.00	\$0.00	\$26.10	\$26.10
1	Each	1 *Cycle	727944	Adapter Reducing 3"x2" Ind Groove Cast 7150	\$0.00	\$0.00	\$3.31	\$3.31
1	Each	1 *Cycle	723200	Hose 2"x20' Chemical Camlock 150# SS	\$0.00	\$0.00	\$90.00	\$90.00
1	Each	1 *Cycle	723026	Hose 2"x10' Chemical Camlock Poly	\$0.00	\$0.00	\$90.00	\$90.00
1	Each	1 *Cycle	+821010	Pump Submersible Dewatering <5HP	\$0.00	\$0.00	\$471.99	\$471.99
1	Each	1 *Cycle	MR WATER TRANSFER	Suction Float (2) Barrel	\$0.00	\$0.00	\$50.00	\$50.00
1	Each	1 *Cycle	MR ELEC SUB	300' Power Cable	\$0.00	\$0.00	\$50.00	\$50.00
1	Each	1 *Cycle	MR IND	4" Suction Screen	\$0.00	\$0.00	\$50.00	\$50.00
1	Each	1 *Cycle	720781	Adapter 4" Ind Groove x MNPT STL59	\$0.00	\$0.00	\$4.99	\$4.99
1	Each	1 *Cycle	720764	Coupler 4" Ind Groove Heavy Wt Cast 77	\$0.00	\$0.00	\$4.41	\$4.41

Rental Sub Total: \$9,495.95

Sale Items

Qty	Unit	Item	Description	Unit Price	Extension
2	Each	709002	Liquifloc 2% 55 Gal Drum	\$990.00	\$1,980.00

Sale Sub Total: \$1,980.00

Sub Total: \$11,475.95



Rental/Sale Quotation

Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 1032-IND-750114

SCOPE OF WORK - RAIN FOR RENT

Provide a foreman/technician and 3 installers for two 8hr days of installation assistance. Round trip travel time from office is included. Additional onsite time will be billed at \$105.00 per hour per man,

Delivery and return hauling via tractor-trailer of the wheel wash system to customer specified location.

SCOPE OF WORK - CUSTOMER

Operator and equipment for unloading, excavation and setting the system into the excavation and assisting with install. Also provide same on day of removal for assistance with loading.

All civil works such as excavation, preparation of load-carrying, compacted and level foundations (e.g. gravel bed), any necessary concrete work, backfilling and preparation of entry and exit areas (e.g. asphalt or concrete).

Install 10' long Drive Aprons with 4 Jersey Barriers, Wheel Wash foundation, rumble strips, guard rails.

Approximate total system footprint 25'L x 30'W needing 4'6" of gravel pad.

Availability & free usage of any necessary service connections (electricity and water) in accordance with our requirements.

Water supplies (1" PVC w/ adequate flow and pressure) to ¾" fill line on the side of the recycling tank (if supply to be continuously replenished).

Supply of all parts and labor (suitably qualified electrician) to run a temporary 480v 3phase electrical 50amp service with disconnect to the control cabinet mounted on the unit and to any necessary sump pumps. Optional Genset included under OPTIONAL ITEMS SECTION. Customer needs to specify if they need generator or not.

Periodic cleaning of the recycling tank via vacuum truck as needed. Frequency varies with sediment load and truck volume, once per month is generally sufficient for most situations.

Any work and supplies that fall outside the Rain for Rent Scope of Work as defined in this quotation. In such cases a change order will be executed with an agreed fixed price or billed under a time & material basis before additional work is done.

Any extra technical or structural expenditure caused by conditions enforced by local or other authorities that are not included.

Installation and excavation of sump pump / drain system per Rain for Rent specs. Operate the sump pump (provided by customer or available at additional rental cost from Rain for Rent) as needed to evacuate water from the excavation.

Utilize a freeze prevention system in the tank(s) (if required due to local climate). To be provided by customer or by Rain for Rent at an additional rental cost.



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Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A Cycle is defined as 4 weeks or 28 days which is our standard billing period. The weekly and/or daily rate for equipment quoted will be listed in the products grid when products are eligible for less than cycle rates. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel/>

A 2% Environmental Recovery Fee shall apply to all rental charges invoiced pursuant to this Quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval.

RENTAL PROTECTION PLAN PROGRAM AGREEMENT

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent.

This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MRSA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.

1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.

2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, tanks, generators, light towers, filtration, boxes, heaters, pipe, and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.

3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: spillguards, hoses, electronic equipment (controls, instrumentation, and wiring), sprinklers, wheel wash systems, Freezesentry items, tires, or electric submersible pumps.

4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

10-032-750380

Quotation Developed Especially for:

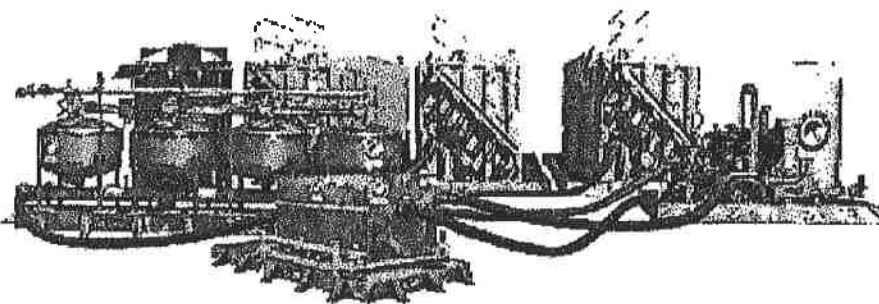
Kris Byrd
Lake County Special Dist
333 SECOND STREET
Lakeport, CA 95453
Phone: (707) 900-1725

CONTRACT
1030738

Prepared on 11/17/2017 by:

Larry White
Cell: 530-379-3380
390 W Kentucky Ave
Woodland, CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

www.rainforrent.com





Woodland

www.rainforrent.com

390 W Kentucky Ave
Woodland, CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 10-032-750380

Prepared By: Larry White

Job Description:

Install and removal labor for the same setup of Wheel Wash, pipes, hoses, and fitting, as from previous years.

Customer: Lake County Special Dist

Customer ID: 105897

Address: 333 SECOND STREET

City/State: Lakeport, CA 95453

Contact: Kris Byrd

Office: (707) 900-1725

Fax:

Location:

16655 Davls St. (Lake County Landfill), Clearlake, CA.

Contact-Kris Byrd

(707) 900-1725..

Sub Total: \$0.00

Recommended Optional Items - Rental: \$0.00

Recommended Optional Items - Sales: \$0.00

Does not include sales tax

Accept Decline Initial

By checking Accept and initialing customer is acknowledging that the additional cost for the above items will be added to the grand total.

Recommended Optional Item - RPP: \$0.00

Est. Delivery Hauling \$0.00

Est. Pick-up Hauling \$0.00

Est. Install Labor \$5,357.00

Est. Removal Labor \$2,223.00

Est. Services \$132.00

Est. Air Quality Fee \$0.00

Est. Rev Air Quality Fee -\$0.00

Est. Enviro Recovery Fee \$0.00

Est. Rev Enviro Recovery Fee -\$0.00

(Does Not Include Sales Tax)

Grand Total: \$7,712.00

Date Prepared: 11/17/2017

Valid Until: 12/17/2017

Customer

Date

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT, OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

Initial here: _____



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390 W Kentucky Ave
Woodland, CA 95695
Phone: 530-662-1024
Fax: 530-662-1030

Quotation Number: 10-032-750380

This quotation is a PREVAILING WAGE job.

Sub Total: \$0.00



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SCOPE OF WORK - RAIN FOR RENT

Provide a foreman/technician and 3 installers for two 8hr days of installation assistance. Round trip travel time from office is included. Additional onsite time will be billed at \$105.00 per hour per man,

Delivery and return hauling via tractor-trailer of the wheel wash system to customer specified location.

SCOPE OF WORK - CUSTOMER

Operator and equipment for unloading, excavation and setting the system into the excavation and assisting with install. Also provide same on day of removal for assistance with loading.

All civil works such as excavation, preparation of load-carrying, compacted and level foundations (e.g. gravel bed), any necessary concrete work, backfilling and preparation of entry and exit areas (e.g. asphalt or concrete).

Install 10' long Drive Aprons with 4 Jersey Barriers, Wheel Wash foundation, rumble strips, guard rails.

Approximate total system footprint 25'L x 30'W needing 4'6" of gravel pad.

Availability & free usage of any necessary service connections (electricity and water) in accordance with our requirements.

Water supplies (1" PVC w/ adequate flow and pressure) to 3/4" fill line on the side of the recycling tank (if supply to be continuously replenished).

Supply of all parts and labor (suitably qualified electrician) to run a temporary 480v 3phase electrical 50amp service with disconnect to the control cabinet mounted on the unit and to any necessary sump pumps. Optional Genset included under OPTIONAL ITEMS SECTION. Customer needs to specify if they need generator or not.

Periodic cleaning of the recycling tank via vacuum truck as needed. Frequency varies with sediment load and truck volume, once per month is generally sufficient for most situations.

Any work and supplies that fall outside the Rain for Rent Scope of Work as defined in this quotation. In such cases a change order will be executed with an agreed fixed price or billed under a time & material basis before additional work is done.

Any extra technical or structural expenditure caused by conditions enforced by local or other authorities that are not included.

Installation and excavation of sump pump / drain system per Rain for Rent specs. Operate the sump pump (provided by customer or available at additional rental cost from Rain for Rent) as needed to evacuate water from the excavation.

Utilize a freeze prevention system in the tank(s) (if required due to local climate). To be provided by customer or by Rain for Rent at an additional rental cost.



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Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A cycle is defined as 4 weeks, which is 28 days. The weekly price is one third of the cycle price, and the daily price is one third of the weekly price. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

A 1.5% Environmental Recovery Fee shall apply to all rental charges invoiced pursuant to this Quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence.

This Quotation is valid for 30 days and is subject to credit approval.

LOSS DAMAGE WAIVER PROGRAM AGREEMENT

This Loss Damage Waiver Program Agreement (this "LDWP Agreement") is entered into between the undersigned Renter and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Renter and Rentee. If Rentee has checked or initialed, as applicable, the Loss Damage Waiver Program (the "LDW Program") box on the quote, then Rentee has opted-in to the LDW Program and this LDWP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the LDW Program is not insurance and that the LDW Program provides only limited coverage, as described below.

1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the LDW Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the LDW Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.

2. Coverage; The LDW Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The LDW Program provides coverage only for the following types of equipment: pumps, tanks, generators, light towers, filtration, boxes and heaters ("Covered Equipment"). Coverage does not extend to any equipment not owned by Renter such as re-rented equipment.

3. Exclusions; The LDW program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the LDW Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Renter within 24 hours after the occurrence. The LDW program does not provide coverage for: spillguards, hoses, fittings (valves or bulk items), pipe, manifolds, tires, submersible pumps or copper wiring.

4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Renter's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.