

CUSTOMER AND CONTRACTOR INSURANCE REQUIREMENTS

NOTE: <u>The following are minimum insurance requirements that must be shown prior to rental or demo of equipment</u>. They do not preclude or change any additional Insurance requirements contained in the actual equipment rental agreement. All insurance shall be in the form and amount approved by Power Equipment Company with insurance companies having an <u>A.M. Best rating</u> <u>A-XI or better</u>.

Leased/Rented Equipment Physical Damage all risk insurance covering the <u>full replacement cost</u> and <u>loss of use</u> of the equipment being rented. If the customer is responsible for the transportation of the equipment to and from their site, insurance coverage must be included for such equipment while being transported. The above insurance coverage may be in the form of Inland Marine or Contractors Equipment insurance and must evidence that it includes coverage for rented and leased equipment.

Crane rental must include coverage for collapse of boom and damage resulting from load exceeding rated lift capacity.

Commercial General Liability insurance covering your operation of the equipment you are renting or demoing and including premises and operations, contractual liability and Independent contractor's coverage, with a minimum limit of \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage and \$2,000,000 annual aggregate.

Crane rental requires that Hook Liability must be evidenced on the certificate of insurance.

Commercial Automobile Liability insurance with a minimum limit of \$1,000,000 each accident if the customer is providing their own transportation for the equipment being rented and rental of automobiles that are licensed for road use. For the rental of automobiles, liability coverage must include coverage for Hired Automobiles of the type being rented.

Workers Compensation insurance that is in compliance with statutory state requirement. **Employers Liability** coverage should be included for a limit of at least \$1,000,000 each accident, \$1,000,000 Disease Policy Limit and \$1,000,000 Disease each employee.

Umbrella/Excess Liability insurance with a policy minimum limit of \$5,000,000 per occurrence and annual aggregate. The Umbrella/Excess Liability coverage will apply to the underlying Commercial General Liability, Commercial Automobile Liability and Employers Liability insurance required herein.

ADDITONAL PROVISIONS REQUIRED

Additional Insured / Loss Payee: Power Equipment Company should be listed as an Additional Insured on the General Liability and Automobile Liability insurance policies and as Loss Payee on the Leased/Rented Equipment Physical Damage insurance policy.

Primary and Non-Contributory: All Customer insurance coverage afforded to Power Equipment shall be primary and non-contributory to any similar insurance Power Equipment may have in force.

Waiver of Subrogation: All Customer coverage specified herein shall contain a Waiver of Subrogation waiving all rights of recovery against Power Equipment Company.

30 Day Notice of Policy Cancellation or Material Coverage Reduction: The insurance policies must be endorsed to require the insurance company to provide Power Equipment Company with at least 30 days notification of cancellation or any alteration of the policy that results in a material reduction of coverage.

Certificates of Insurance: A Certificate of Insurance evidencing the above insurance coverage requirements and signed by an authorized insurance representative <u>must be provided prior to customer taking possession of the equipment</u>.

The Certificate Holder must read: Power Equipment Company, P.O. Box 28, Denver, CO 80201.

Certificates of Insurance can be emailed to eqbilling@mldistributiongroup.com