



ALL EQUIPMENT

Customer acknowledges that it has care, custody and management of Equipment owned by Tri-Boro and accepts responsibility for the equipment and its contents except when it is being physically handled by employees of Tri-Boro. Therefore, Customer expressly agrees to defend indemnify and hold harmless Tri-Boro from and against any and all claims for loss of or damage to property or injury to or death of person or persons resulting from or arising in any manner out of Customer's use, operation or possession of the equipment furnished under this Agreement

Customer acknowledges that Tri-Boro shall not be liable for any damage to pavement or driving surface resulting from its vehicles servicing an agreed upon area.

CUSTOMER ACKNOWLEDGES THAT THE EQUIPMENT MUST BE RETURNED IN THE SAME CONDITION AS RECEIVED, ORDINARY WEAR AND TEAR ARE EXCEPTIONS. A MINIMUM OF A STANDARD CLEANING CHARGE WILL BE APPLIED TO ALL TRAILER RENTALS. THE CUSTOMER AGREES TO PAY ANY DAMAGES RESULTING TO SAID EQUIPMENT WHILE IN CARE OF THE CUSTOMER. EQUIPMENT DAMAGED BEYOND REPAIR WILL BE PAID FOR AT THEIR REPLACEMENT VALUE STATED ON THE FRONT OF THIS CONTRACT.

This Agreement is for the term of three months unless otherwise agreed by the parties, and shall be renewed month to month without further action by the parties, but may be terminated at the end of any contract period by either party hereto by not less than one week's prior notice. The monthly charge may be adjusted at time to time upon 30 days' notice subject to approval of the Customer prior to the effective date of the adjustment.

In the event that Tri-Boro must resort to litigation to be reimbursed for unpaid charges the customer agrees to pay all attorneys' fees, court costs or other expenses. Tri-Boro may at its option charge late fees should the customer's accounts remain unpaid past the standard terms listed on the invoice.

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires or acts of God.

WARRANTIES

There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that the equipment contracted for is suited for the customers intended use or that it is free from defects.

TRAILERS

Tri-Boro Trailer units are not covered by insurance. You are responsible for losses from the time the unit is delivered to you until it is returned to us.

The insurance coverage is as follows:

1. All Risk Physical Damage – full replacement value of the unit.
2. Comprehensive General Liability and Property Damage with Minimum limit of \$300,000 each occurrence or \$500,000 aggregate or single limit coverage of \$1,000,000.

Your insurance carrier must send us a Certificate of Insurance indicating that Tri-Boro Trailer is an Additional Named Insured and Loss Payee.

Code:

- Tri-Boro is not responsible for local code compliance

Installation and setup of modules:

- All permits and stamps by others
- Customer is responsible for providing all access to site and securing all access and liability for access prior to commencement
- Area will be free and clear, prepared, and leveled before commencement- no hazards
- Standard block and level is a maximum height of 24 inches. If a trailer is block and leveled at height greater than 24 inches, it will then be deemed unsafe, it will be your responsibility and additional charges will apply.
- Existing utilities and storm waste water management systems are functioning, in place, and operable prior to installation and construction process
- Customer is responsible providing all utilities and proper connection to electric
- Work to be completed between regular business hours unless noted by Tri-Boro Trailer
- Equipment may not be moved by anyone other than a Tri-Boro Trailer employee without written consent from Tri-Boro Trailer