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F. K. BAUER  
H. W. BAUER  
OWNERS

FRANK K. BAUER  
HELEN W. BAUER  
OWNERS

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**PORTABLE DIESEL POWER**  
the Lake County Recorder  
Nation-wide Rental Service

12242 Pebble Beach  
Sun City, Arizona 85351  
PH: CODE 602 933-5158

LEASE-RENTAL AGREEMENT

THIS AGREEMENT made and entered into in duplicate this 1ST day of JUNE, 1967  
by and between FRANK K. BAUER and HELEN W. BAUER, as owners of PORTABLE DIESEL POWER, 404 E.  
25th St. So., Newton, Iowa, hereinafter referred to as the First Party and Allen Combs  
UNITED RENT-ALLS 55th & No. Broadway GARY, INDIANA  
hereinafter referred to as the Second Party, WITNESSETH:

That the Second Party is engaged in the rental equipment business. That for the mutual benefit of the parties hereto it is proposed that the First Party ship to the Second Party from time to time certain items of equipment on a consignment basis to be stored and warehoused by the Second Party, free of storage or handling charges to First Party, said equipment to be stored at Second Party's place of business known as  
UNITED RENT-ALLS 55th & No. Broadway GARY, INDIANA

IN CONSIDERATION of the agreements of the Parties as hereinafter set forth it is agreed between the parties as follows:

1. First Party will ship to the Second Party in such quantity and at such times as shall be mutually agreed upon between the Parties, for rental use, Portable Diesel Electric Plants and/or Air Cooled Diesel Air Compressors and Air Tools, suitable for renting to building and construction contractors and others.
2. The equipment so shipped by the First Party to the Second Party under this Agreement shall be on a consignment basis and title to the same shall remain in the First Party.
3. Second Party agrees to pay to the First Party a good faith deposit as agreed upon in advance of shipment of each unit, to be retained by First Party during the life of this agreement as a guarantee of performance and to protect First Party against return freight charges. First Party agrees to refund said deposit to Second Party upon termination of this agreement less any amount that may be due First Party at time of termination.
4. Upon the rental of said equipment by the Second Party, the Second Party shall have the right to remove the equipment from storage at Second Party's place of business and use the same for rental purposes.
5. No equipment shipped under this agreement shall be removed by the Second Party, his agents or representatives from the place of storage except as hereinabove provided, without the written consent of the First Party.
6. Second Party agrees to permit the First Party or their representative to check said equipment and Second Party's rental records at any time during business hours.
7. Second Party agrees to keep the equipment adequately insured and to assume all liability for loss or damage to the equipment so consigned to Second Party under this agreement by reason of fire, lightning, windstorm, civil commotion, vandalism, malicious mischief, collision, upset, overturn, theft or other causes of any kind whatever, and in case of shortage or loss regardless of cause to remit to the First Party, First Party's original cost less depreciation of 1% per month, when loss or damage is discovered.
8. Second Party agrees to pay freight charges on all shipments of equipment made by First Party to Second Party's warehouse.
9. Second Party agrees to provide First Party with a Certificate of Insurance showing First Party as beneficiary within 10 days after delivery of equipment to Second Party or pay Co-Insurance premium to First Party for All-Risk insurance coverage carried by First Party under Machinery & Equipment Floater Policy No. EF5762 of the Insurance Company of North America, Philadelphia, Pa.
10. When any item of equipment shipped to the Second Party under this agreement has been held in storage 120 days without the Second Party having placed it in rental service, The Second Party agrees at the written request of the First Party to promptly ship such equipment freight prepaid to the First Party at Newton, Iowa, or to any other shorter distance destination First Party requests.

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22. NOW THEREFORE, for valuable consideration, the First Party hereby agrees that he does not now and will not at any future time have or make any claim against such equipment as may have or will hereafter be shipped by First Party in care of Second Party, and Second Party does hereby accept, release and discharge such equipment as may have been shipped or may hereafter be shipped to Second Party, from any and all liens and all claims of any and all nature whatsoever insofar as the same may in any way conflict or interfere with the superior right and title of First Party thereto.

WITNESSETH: For valuable considerations set forth above Second Party hereby rents and leases to First Party, storage space for the purpose of warehousing equipment owned by First Party and consigned to the care of Second Party for purposes above outlined, free of cost to First Party.

This is the entire agreement between the parties relative to the equipment shipped by or to be shipped by First Party to Second Party on a consignment basis and no other agreement shall be considered a part hereof unless endorsed on the duplicate copies of this agreement properly signed by the parties hereto.

No assignment of this agreement by the Second Party shall be valid without the consent of First Party in writing.

Dated and signed the day and year first above written.

PORTABLE DIESEL POWER

UNITED RENT-ALLS



By *A. Baum*  
FIRST PARTY

By *Allen E. Combs* *owner*  
SECOND PARTY - TITLE

See next page for minimum rental rates.

STATE OF INDIANA  
FILED FOR RECORD  
JUN 16 11 23 AM '65  
ANDREW J. MICHENKO  
RECORDER