F. K. BAUER N. W. BAUER OWNERS

20320 Document is NOT OFFICIAL!

This Document is the property of PORTABLE DIESEL POWER

CNallon-wide Rental Service , 12:

12242 Pebble Beach

Sun City, Arizona 85351 PH: ODE 602 933-5158

RHOOMERKONTANX

A TOTAL TOTAL STREET

XXXXXXXXXXXXX

EASE-RENTAL AGREEMENT

THIS AGREEMENT made and entered into in duplicate this 1ST day of

by and between FRANK K. BAUER and HELEN W. BAUER, as owners of PORTABLE DIESEL POWER, 404 E.

25th St. So., Newton, Iowa, hereinalter referred to as the First Party and Allen Combs

UNITED RENT-ALLS

55th & No. Broadway

GARY, INDIANA

hereinafter referred 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

AND THE STATE OF T

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.

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 main the manuscriment manuscrimentally in the Party of the Party

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 lire, 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, lower, or to any other shorter distance destination First Party requests.

Document is NOT OFFICIAL

This Document is the property of the Lake County Recorder!

- 11. Second Party shall be responsible for and shall pay any property taxes levied against the equipment covered by this agreement from Second Party's possession. Removal of any part or all of the equipment covered by this agreement from Second Party's warehouse by Second Party, his agents or representatives without either the written consont or instructions of the First Party for such removal or without having promptly reported the rental of such equipment to First Party, shall constitute a breach of this agreement by the Second Party and shall be grounds for immediate termination of this agreement by the First Party and the Second Party shall thereupon be liable to the First Party for the cost price of the equipment so removed and for any and all durages that the First Party may have sustained by reason of the breach of this agreement.
- 12. It is hereby mutually agreed that Second Party will hunish First Party a typed mailing list of all build-ling trades and construction contractors in Second Party's trade area and First Party agrees to promote and advertise said rental equipment and that the cost of rental cards, addressing, postage literature and mailings, including local advertising, supplied by the First Party in promoting the rental of said equipment shall be shared equipment shall be shared equipment.
 - 13. Second Party agrees to service and maintain the equipment and keep it in good rental condition during the term of this agreement, free of cost to First Purty. Normal service for maintenance of the equipment is the responsibility of the Second Party, such as repairing a flat tire, bent fender, duringed tail light, replacing worn generator brushes, servicing batteries, repairing air loofs, changing oil in the engine and keeping the equipment clean and rentable, etc. Major overhaul of the engine, replacement of new tires, batteries, repaired the agreement of new tires, batteries, repaired the agreement etc., shall be at the expense of First Party, subject to all major repairs being first approved in writing by First Party.
 - 14. Second Party assumes responsibility for the delivery and return to Second Party's warehouse, equipment which is rented and to promptly remit to First Party and property which is the late of the late day of July, 1967 and on the 1st day of each month thereafter covering JW78L #58846A, 60005A & #59964A and BV28 #569.021 & 509.085

 15. WHEREAS, said equipment and future shipments of equipment to be made from time to time, as agreed upon by both parties, will be placed in care of Second Party, Second Party hereby certifies that no claims or liens of any kind will be made or held against such equipment for storage, warehousing or other expenses
 - 16. FUNE POSSO Second Party of Second Party under this agreement shall be by engine and generator social number.

or claims that he may now or hereafter have or claim against First Party.

- 17. In the event any claim for damages or any nuits are brought by anyone against either the First or Socond Party, growing out of the rental of said equipment or out of anything in connection with the business covered by this Agreement, including all cost, expense, claims and liability arising out of the use, operation, handling, maintenance and/or delivery of said equipment, to a renter of the same or while in renter's possession or in returning it to Second Party warehouse, whether through accident, neplect or misuse, the Second Party hereby agrees to save the First Party harmless from any such claims for demages or suits, and to pay all expenses for defending the same, whether the same is for attorney less or for any other expense in connection therewith, and to completely and fully idennify the First Party and from any and all such claims, damages or suits; and if any judgement is rendered against the First Party, the Second Party hereby agrees to pay the same plus all costs and expenses growing out of the same.
- 18. RELATIONSHIP. It is mutually agreed that this agreement shall not create a relationship of employer and employee, and that the Second Party shall be considered to be an independent contractor and not a legal representative or employee of First Party.
- 19. TERMINATION WITHOUT CAUSE: This agreement shall be for a term of one year (1 year) from the date hereof, but shall be automatically extended for one year (1 year) at the end of such term and for annual periods thereafter (including such amendments or supplements as the parties hereit at any time, without cause, by giving not less than thirty (30) days notice in writing to the other party of the termination of this agreement on the date stated in such notice. Such written notice shall be given by certified mail, return recepit requested, addressed to the other party, at its last known address.
- 20. TERMINATION FOR CAUSE: In the event of any breach of violation of the terms of this agreement by either party, the other party may terminate this agreement immediately by written notice to the other party given in the manner provided above. In the event of any breach of this agreement by Second Party, the Second Party agrees to ship such equipment freight prepaid to the First Party at Newton, Iowa or to any other shorter distance destination First Party requests.
- 21. PLACE OF CONTRACT: The provisions of this agreement shall be construed according to the laws of lower, the place of execution.

22. NOW THEREFORE, for value received the Season Party thereby agrees that the 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 forever 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 witthout the consent of First Party in writing.

Dated and signed the day and year first above written

PORTABLE DIESEL POWER

HOSTON CONTROL H

FIRST PARTY

UNITED RENT-ALLS

- TITLE

See-next page-for-minimum-rental-rates.