

# UNOFFICIAL COPY



Requested By  
And Return To:

RSC Equipment Rental, Inc.  
3417 Trade Park Court, Suite E  
Charlotte, NC 28217

Doc#: 1134745027 Fee: \$53.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/13/2011 11:41 AM Pg: 1 of 27

STATE OF ARIZONA )  
) SS.  
COUNTY OF MARICOPA )

## SUBCONTRACTOR'S CLAIM FOR LIEN

IN THE OFFICE OF THE  
RECORDER OF DEEDS COOK  
COUNTY, ILLINOIS

THE UNDERSIGNED LIEN CLAIMANT, Debora Hurkmans, of RSC Equipment Rental, Inc. hereby files a claim for Mechanics Lien against Dynamic Construction Inc., 22 North Campbell Avenue, Glenwood, IL 60425 subcontractor to Ledcor Construction, 17 W 635 Butterfield Road, Oakbrook Terrace, IL 60181 (hereinafter referred to as "Contractor") and Bedford Med LLC an IL LLC, 409 West Huron Street, Suite 301, Chicago, IL 60654-3431---Bedford Med LLC an IL LLC, 208 LaSalle Street, Suite 814, Chicago, IL 60604 (hereinafter referred to as "Owner"), and all other persons having or claiming an interest in the below described real estate, and states as follows:

1. On November 23, 2011, Owner owned the following described land in the County of Cook, State of Illinois, to wit:

Commonly known as Magna Ambulatory Center, /456 South State Road aka 7546 State Road, Bedford Park, IL, County of Cook, State of Illinois and having the following permanent index number Parcel ID: / PIN: 19-28-202-014-0000 and hereinafter together with all improvements referred to as the "premises";

2. On information and belief, on or about May 2, 2011, Owner, Owner's Tenant or one knowingly permitted by the Owner to do so entered into a contract with Contractor wherein Contractor was to provide labor, materials and equipment for the construction of repairs, alterations and improvements to and for the benefit of the premises;

3. On May 2, 2011, Contractor made a subcontract with lien claimant to furnish and supply labor, materials and equipment to Dynamic Construction Inc., 22 North Campbell Avenue, Glenwood, IL 60425 subcontractor to Ledcor Construction, 17 W 635 Butterfield Road, Oakbrook Terrace, IL 60181 in the amount of \$8,292.57 for said improvement;

4. At the special instance and request of Contractor, lien claimant furnished extra and additional materials to and extra and additional labor for said premises in the amount of \$ N/A ;

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5. On September 9, 2011, lien claimant substantially completed (all required by said contract extras to be done) (delivery of materials to the value of \$ N/A) (labor to the value of \$ N/A) (labor, materials and work to the value of \$ N/A) [except that from time to time thereafter lien claimant has, at the request of [Owner] [and] [Contractor], returned to the premises to perform certain completion work, the last occasion being on or about N/A, 2\_];

6. Owner, or the agent, architect or superintendent of Owner does reside in said County;

7. On information and belief, the labor, materials, supplies, equipment and services for said work and in the improvement of the aforementioned premises performed and supplied by lien claimant was done with the knowledge and consent of the Owner of the beneficial interest in the above named LLC holding record title to the premises;

8. Contractor is entitled to credits on account thereof as follows:  
N/A, leaving due, unpaid and owing to lien claimant, after allowing all credits, the sum of \$8,292.57 for which, with interest, lien claimant claims a lien on the premises and improvements and to monies or other considerations due or to become due from Owner under said contract between Contractor and Owner;

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9. Notice has been duly given to Owner, and persons otherwise interested in the above described real estate, as to the status of the undersigned as subcontractor as provided by The Mechanics Lien Act (Ill. Rev. Stat. ch. 82, §§ 5 and 24 (1991); 770 ILCS 60/5 and 60/24 (1992).

RSC Equipment Rental, Inc.

By: Debora Hurkmans  
Its: Power-Lien Case  
Dated: 11/23/11

This instrument prepared and returned to:  
DEBORA HURKMANS  
RSC EQUIPMENT RENTAL, INC.  
3417 Trade Park Court, Suite F  
CHARLOTTE, NC 28217

STATE OF ARIZONA )  
 ) SS.  
COUNTY OF MARICOPA )

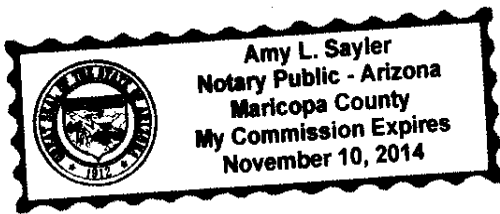
### AFFIDAVIT

Debora Hurkmans, being first duly sworn, on oath deposes and says that he is the POWER LIEN CASE of RSC Equipment Rental, Inc. the Claimant, that he has read the foregoing Claim for Lien and knows the contents thereof and that all of the statements therein are true.

By: Debora Hurkmans  
Its: Power-Lien Case  
Dated: 11/23/11

Subscribed and sworn to before me this 23rd day of Nov., 2011.

[Signature]  
Notary Public



# UNOFFICIAL COPY

## Exhibit A-Property Description

Property: Magna Ambulatory Center

The following is a complete legal description to the best of our knowledge of the property to be liened. Information for this exhibit was obtained through the Recorder's Office where the property is located, or from other sources.

Parcel ID: / PIN: 19-28-202-014-0000

Cook County, Illinois

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****EXHIBIT "A" TO DEED****LEGAL DESCRIPTION****PARCEL 1:**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEAST OF THE CENTER OF STATE ROAD, WEST OF THE WEST LINE OF THE EAST 57 FEET OF THE AFORESAID NORTHEAST 1/4 OF SECTION 28 AND SOUTH OF A LINE DRAWN AT RIGHT ANGLES THROUGH A POINT ON THE WEST LINE OF SAID EAST 57 FEET WHICH IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 (EXCEPT THE WESTERLY 50 FEET OF THE TRACT DESCRIBED BEING A PART OF STATE ROAD AND ALSO EXCEPTING THEREFROM THE EASTERLY 475 FEET AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY TRUSTEE'S DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1972 AND KNOWN AS TRUST NUMBER 44261 TO PLYWOOD MINNESOTA MIDWESTERN, INC. DATED NOVEMBER 14, 1979 AND RECORDED DECEMBER 6, 1979 AS DOCUMENT 25270445 AND AS AMENDED BY DOCUMENT 88368844 AND RE-RECORDED AS DOCUMENT 58455718 FOR ALL LAWFUL PURPOSES OF INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED LAND, TO WIT:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 57.00 FEET OF SAID NORTHEAST 1/4 THROUGH A POINT 300.00 FEET NORTH (AS MEASURED ALONG THE SAID WEST LINE OF THE EAST 57.00 FEET) OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SAID POINT OF BEGINNING BEING 475.00 FEET WEST (AS MEASURED ALONG SAID RIGHT ANGLE LINE) OF THE SAID WEST LINE OF THE EAST 57.00 FEET THEREOF; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST (AT RIGHT ANGLE TO LAST DESCRIBED RIGHT ANGLE LINE) 24.00 FEET TO A POINT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (24.00 FEET SOUTH OF AND PARALLEL WITH THE FIRST DESCRIBED RIGHT ANGLE LINE) A DISTANCE OF 429.58 FEET TO A POINT ON THE WESTERLY LINE OF AN EASEMENT DATED DECEMBER 20, 1965; THENCE NORTH 66 DEGREES 15 MINUTES, 47 SECONDS WEST ALONG SAID WESTERLY LINE OF EASEMENT A DISTANCE OF 59.62 FEET TO A POINT ON THE FIRST DESCRIBED RIGHT ANGLE LINE; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT ANGLE LINE 375.00 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED;

ALSO,

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 57.00 FEET OF SAID NORTHEAST 1/4 THROUGH A POINT 300.00 FEET NORTH (AS MEASURED ALONG THE SAID WEST LINE OF THE EAST 57.00 FEET) OF THE SOUTH LINE OF THE NORTHEAST

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1/4 OF SAID SECTION 28; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT ANGLE LINE A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY LINE OF AN EASEMENT AGREEMENT DATED DECEMBER 20, 1965; THENCE SOUTH 66 DEGREES 15 MINUTES 47 SECONDS EAST, ALONG SAID WESTERLY LINE OF EASEMENT A DISTANCE OF 71.00 FEET TO CURVED LINE, CONVEX NORTHERLY HAVING A RADIUS OF 49.42 FEET, A DISTANCE OF 38.89 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 67 DEGREES 27 MINUTES 30 SECONDS EAST) TO A POINT ON THE WEST LINE OF THE EAST 57.00 FEET, AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF THE EAST 57.00 FEET, A DISTANCE OF 43.11 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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## Exhibit C-Complete Description of Materials or Labor Supplied

Property: Magna Ambulatory Center

The following is a complete list, to the best of our knowledge of all Materials or Labor, which by agreement, were supplied or will be supplied by: **RSC Equipment Rental, Inc.**

Construction Equipment Rental and Sales

Property of Cook County Clerk's Office

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## ACKNOWLEDGEMENT BY NOTARY PUBLIC

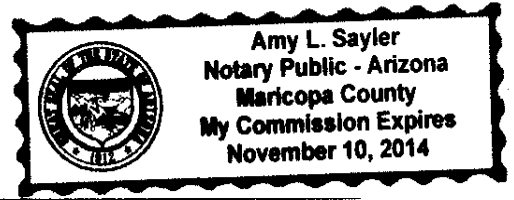
STATE OF AZ           ]ss.  
County of Maricopa   ]ss.

On 11/23/2011 before me, the undersigned, a Notary Public in and for said state, personally appeared

*[Handwritten Signature]* [ X ] Personally known to me

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or their entity upon behalf for which the person(s) acted, executed the instrument.

Signature *[Handwritten Signature]*  
Amy L. Sayler



Notary Seal

### CAPACITY CLAIMED BY SIGNER

Individual  
Subscribing Witness  
Corporate Officer(s)  
Partner(s)

Guardian  
Attorney-In-Fact  
Trustee(s)

Other \_\_\_\_\_

Titles \_\_\_\_\_

Attention Notary: Although the information required below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.

Title of Type of Document: \_\_\_\_\_

Date of Document: 11/23/2011

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



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Requested By  
And Return To:

RSC Equipment Rental, Inc.  
3417 Trade Park Court, Suite E  
Charlotte, NC 28217

## SUBCONTRACTOR'S NOTICE OF

### INTENTION TO FILE MECHANICS LIEN

#### **CERTIFIED MAIL, RETURN RECEIPT REQUESTED RESTRICTED DELIVERY**

To: Leducor Construction, 17 W 635 Butterfield Road, Oakbrook Terrace, IL 60181  
[General Contractor]  
Bedford Med LLC an IL LLC, 409 West Huron Street, Suite 301, Chicago, IL 60654-3431  
[Owner]  
Bedford Med LLC an IL LLC, 208 LaSalle Street, Suite 814, Chicago, IL 60604 [Owner]  
N/A [Lender]

The following notice is given pursuant to the requirements of the Illinois Mechanics Lien Act.

You are hereby notified that Claimant, RSC Equipment Rental, Inc., 3417 Trade Park Court, Suite E, Charlotte, NC 28217, County of Mecklenburg, State of North Carolina has been employed by Dynamic Construction Inc., 22 North Campbell Avenue, Glenwood, IL 60425 subcontractor to Leducor Construction, 17 W 635 Butterfield Road, Oakbrook Terrace, IL 60181, (the "Original Contractor") to furnish material and labor relating to construction equipment rental and sales for and in said improvement under said Original Contractor's contract with you at your property commonly known as: Magna Ambulatory Center, 7456 South State Road aka 7546 State Road, Bedford Park, Illinois and more fully described as follows:

PARCEL ID: / PIN: 19-28-202-014-0005

and the amount due the Claimant less all amounts paid to date is \$8,292.57.

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The undersigned claims a lien thereof against your interest in the above described property and also against the money due from you to the Original Contractor. Pursuant to the Illinois Mechanics Lien Act the undersigned will file its subcontractor's claim for lien unless the aforesaid sum shall be paid within 10 days of this Notice.

To the extent permitted by law, all waivers of lien heretofore given by Claimant in order to induce payment not received are hereby revoked. Acceptance of payment by Claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this Notice.

Dated at 11/23/11

RSC EQUIPMENT RENTAL, INC.

By: Debora Hurkmans

Its: Prelien/Lien Clerk

STATE OF ARIZONA )

SS

COUNTY OF MARICOPA )

### AFFIDAVIT

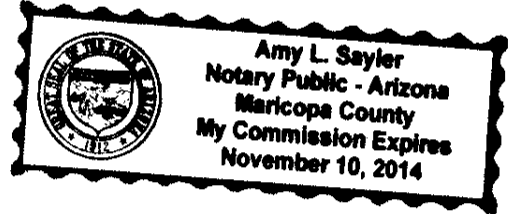
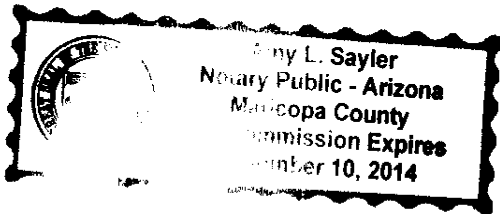
Debora Hurkmans, being first duly sworn, on oath deposes and says that he is the Prelien/Lien Clerk of RSC Equipment Rental, Inc., the Claimant, that he has read the foregoing Notice of Intention to File Mechanics Lien and knows the contents thereof, and that all of the statements therein are true.

By: Debora Hurkmans  
Its: Prelien/Lien Clerk

Subscribed and sworn to before me this 23rd day of Nov, 2011

[Signature]  
Notary Public

This instrument prepared and returned to:  
RSC EQUIPMENT RENTAL, INC.  
3417 Trade Park Court, Suite E  
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Property of Cook County Clerk's Office

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## Exhibit C-Complete Description of Materials or Labor Supplied

Property: Magna Ambulatory Center

The following is a complete list, to the best of our knowledge of all Materials or Labor, which by agreement, were supplied or will be supplied by: **RSC Equipment Rental, Inc.**

Construction Equipment Rental and Sales

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ACKNOWLEDGEMENT BY NOTARY PUBLIC

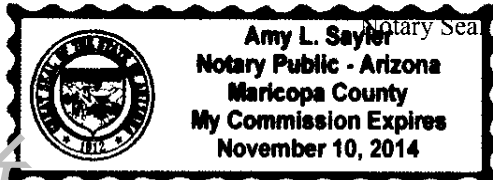
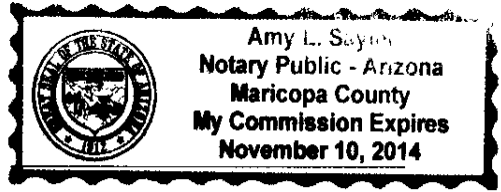
STATE OF AZ           ]ss.  
County of Maricopa   ]ss.

On 11/23/2011 before me, the undersigned, a Notary Public in and for said state, personally appeared

Debra Thibault [ X ] Personally known to me

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or their entity upon behalf for which the person(s) acted, executed the instrument.

Signature [Handwritten Signature]  
Amy L. Saylor



### CAPACITY CLAIMED BY SIGNER

Individual  
Subscribing Witness  
Corporate Officer(s)  
Partner(s)

Guardian  
Attorney-In-Fact  
Trustee(s)

Other \_\_\_\_\_

Titles \_\_\_\_\_

Attention Notary: Although the information required below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.

Title of Type of Document: \_\_\_\_\_

Date of Document: 11/23/2011

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_





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**RSC Equipment Rental**  
 300 W CHICAGO AVENUE  
 EAST CHICAGO, IN 46312  
 219-398-6153 Store: 219  
 Emerg #: 219-398-6153



MON-FRI 7:00a-5:00p  
 SAT CLOSED  
 SUN CLOSED

**4 WEEK BILL** Page: 1

**Invoice #: 47831837-001**

Invoice Date: 5/23/11 COPY

JOB SITE

1 - RJN / 7456 S. STATE RD BEDFORD PARK,IL  
 MAGNA AMBULATORY CTR.  
 7456 S. STATE RD.  
 BEDFORD PARK, IL 60455  
 Phone: 708-850-4381

CUSTOMER

DYNAMIC CONSTR INC  
 ATTN ACCTS PAYABLE  
 22 N CAMPBELL AVE  
 GLENWOOD, IL 60425  
 Phone #: 708-850-1201

Customer #	690293	<b>TOTAL DUE</b>
Date Out	5/02/11 8:00 AM	
Billed Thru	5/30/11	
Off-rent Confirmation #	** Please call to off rent equipment **	
PO #	MAGNA	
Ordered by	RICH	
Written by	CYCLE BILL	
Sales Rep	ZUBATY JACK L	
Terms	<b>DUE UPON RECEIPT OF INVOICE</b>	

Remit payment to: **RSC Equipment Rental**  
 P. O. Box 840514  
 Dallas, TX 75284-0514  
Return this portion with Payment

**RSCrental.com • 800.222.7777**

Inv# 47831837-001 Cust# 690293 PO# MAGNA Job: 1 - RJN

Qty	Description	Min	Day	Week	4 Week	Amount
1	<b>366982</b> JLG 460S -DSL-4WD STR BOOM LIFT-45-49'-4WD Ser #: 0300058622 HR OUT: 626.50 HR IN: TOTAL: 626.50 Env Fee Rates Dy/Wk/Mo: 2.00/4.00/8.00	215.00	215.00	426.00	1280.00	1280.00
1	<b>657118</b> GENIE S45-DSL-4WD STR BOOM LIFT-45-49'-4WD Ser #: S450611349 HR OUT: 1084.00 HR IN: TOTAL: 1084.00 Env Fee Rates Dy/Wk/Mo: 2.00/4.00/8.00	215.00	215.00	426.00	1280.00	1280.00
<b>SALES ITEMS:</b>						
Qty	Item Number	Description	Unit	Price	Amount	
1	ERF	ENVIRONMENTAL RECOVERY FEE	EA	16.00	16.00	
<b>DELIVERY SERVICE</b>						95.00
EQUIPMENT STILL OUT - RENTAL CONTINUES. Equipment must be called off rent to receive off rent confirmation number and stop rental						
Sub-total:					2671.00	
Total:					2671.00	
BILLED FOR FOUR WEEKS 5/02/11 THRU 5/30/11 08:00 AM						

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE or CALL 1-800-222-7777	MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY	RSC EQUIPMENT RENTAL, INC. BILLS FOR TIME OF POSSESSION INCLUDING HOLIDAYS	CUSTOMER IS RESPONSIBLE FOR REFUELING, TIRE DAMAGE AND REPAIR	CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE USE, MAINTENANCE AND SAFEKEEPING OF EQUIPMENT
---	---	--	---	---

THIS RENTAL AND SALES AGREEMENT CONSISTS OF THIS PAGE, THE TERMS AND CONDITIONS ON THE REVERSE SIDE, AND WHERE APPLICABLE, THE LDW PROGRAM, WHICH TOGETHER CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES RELATING TO THE SALE OR RENTAL OF THE EQUIPMENT, SERVICES OR ACCESSORIES DESCRIBED ABOVE. PLEASE READ CAREFULLY THE TERMS ON BOTH THE FRONT AND BACK OF THIS PAGE. This agreement is effective upon the earlier of Customer's signature below or delivery of the Equipment, either of which constitute Customer's acknowledgement that Customer has read and accepted the terms and conditions of this agreement. **THE EQUIPMENT IS BEING RENTED OR SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND.** All Equipment is available for sale at all times, even while on rent.



CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ NAME PRINTED \_\_\_\_\_ DELIVERED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 CUSTOMER ACKNOWLEDGES RECEIPT OF SAFETY DOCUMENTS AND UNDERSTANDS ALL APPLICABLE SAFETY AND OPERATING INSTRUCTIONS.

# UNOFFICIAL COPY

**RSC Equipment Rental**  
 300 W CHICAGO AVENUE  
 EAST CHICAGO, IN 46312  
 219-398-6153 Store: 219  
 Emerg #: 219-398-6153



MON-FRI 7:00a-5:00p  
 SAT CLOSED  
 SUN CLOSED

**PARTIAL RETURN** Page: 1  
**Invoice #: 47831837-002**  
 Invoice Date: 6/24/11 \* COPY \*

**JOB SITE**  
 1 - RJN / 7456 S. STATE RD BEDFORD PARK, IL  
 MAGNA AMBULATORY CTR.  
 7456 S. STATE RD.  
 BEDFORD PARK, IL 60455  
 Phone: 708-850-4381

**CUSTOMER**  
 DYNAMIC CONSTR INC  
 ATTN ACCTS PAYABLE  
 22 N CAMPBELL AVE  
 GLENWOOD, IL 60425  
 Phone #: 708-850-4381

Customer #	690293	<b>TOTAL DUE</b>
Date Out	5/02/11 8:00 AM	
Billed Thru	6/20/11 8:37 AM	<b>1541.87</b>
Off-rent Confirmation #	8152151 on 6/20/11 @ 8:37 AM	
PO #	MAGNA	
Ordered by	RICH	
Written by	S219RNT2	
Sales Rep	ZUBATY JACK L	
Terms	<b>DUE UPON RECEIPT OF INVOICE</b>	

Remit payment to: **RSC Equipment Rental**  
 P. O. Box 840514  
 Dallas, TX 75284-0514  
 Return this portion with Payment

**RSCrental.com • 800.222.7777**

Inv# 47831837-002 Cust# 690293 PO# MAGNA Job: 1 - RJN

Qty	Description	Min	Day	Week	4 Week	Amount
1	<b>366982</b> JLG 460SJ-DSL-4WD STR BOOM LIFT-45-49'-4WD Ser #: 0300058622 *CF HR OUT: 626.50 HR IN: 661.30 TOTAL: 34.80 Env Fee Rates Dy/Wk/Mo: 2.00/4.00/8.00	215.00	215.00	426.00	1280.00	1278.00
<b>SALES ITEMS:</b>						
Qty	Item Number	Description	Unit	Price	Amount	
1	ERF	ENVIRONMENTAL RECOVERY FEE	EA	8.000	8.00	
21	DSL	DIESEL REFUELING SERVICE	EA	7.210	151.41	
		DELIVERY SERVICE				.00
		PICKUP SERVICE				95.00
				Sub-total:		1532.41
				State Tax: 9.46	Tax:	9.46
				Total:		1541.87

Billing period: 5/30/11 08:00 AM THRU 6/20/11 08:37 AM.

\*CF = .17 tons of carbon emissions resulted from the use of this equipment.

See branch manager for details or send an email to greenteam@rscrental.com.

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE or CALL 1-800-222-7777	MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY	RSC EQUIPMENT RENTAL, INC. BILLS FOR TIME OF POSSESSION INCLUDING HOLIDAYS	CUSTOMER IS RESPONSIBLE FOR REFUELING, TIRE DAMAGE AND REPAIR	CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE USE, MAINTENANCE AND SAFEKEEPING OF EQUIPMENT
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THIS RENTAL AND SALES AGREEMENT CONSISTS OF THIS PAGE, THE TERMS AND CONDITIONS ON THE REVERSE SIDE, AND WHERE APPLICABLE, THE LDW PROGRAM, WHICH TOGETHER CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES RELATING TO THE SALE OR RENTAL OF THE EQUIPMENT, SERVICES OR ACCESSORIES DESCRIBED ABOVE. PLEASE READ CAREFULLY THE TERMS ON BOTH THE FRONT AND BACK OF THIS PAGE. This agreement is effective upon the earlier of Customer's signature below or delivery of the Equipment, either of which constitute Customer's acknowledgement that Customer has read and accepted the terms and conditions of this agreement. THE EQUIPMENT IS BEING RENTED OR SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND. All Equipment is available for sale at all times, even while on rent.

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ NAME PRINTED \_\_\_\_\_ DELIVERED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 CUSTOMER ACKNOWLEDGES RECEIPT OF SAFETY DOCUMENTS AND UNDERSTANDS ALL APPLICABLE SAFETY AND OPERATING INSTRUCTIONS.

# UNOFFICIAL COPY



**RSC Equipment Rental**  
 300 W CHICAGO AVENUE  
 EAST CHICAGO, IN 46312  
 219-398-6153 Store: 219  
 Emerg #: 219-398-6153

MON-FRI 7:00a-5:00p  
 SAT CLOSED  
 SUN CLOSED

**4 WEEK BILL**

Page: 1

**Invoice #: 47831837-003**

Invoice Date: 6/24/11

\* COPY \*

**JOB SITE**  
 1 - RJN / 7456 S. STATE RD BEDFORD PARK,IL  
 MAGNA AMBULATORY CTR.  
 7456 S. STATE RD.  
 BEDFORD PARK, IL 60455  
 Phone: 708-850-4381

**CUSTOMER**  
 DYNAMIC CONSTR INC  
 ATTN ACCTS PAYABLE  
 22 N CAMPBELL AVE  
 GLENWOOD, IL 60425  
 Phone #: 708-850-4351

Customer #	690293	<b>TOTAL DUE</b> 1288.00
Date Out	5/30/11 8:00 AM	
Billed Thru	6/27/11	
Off-rent Confirmation #	** Please call to off rent equipment **	
PO #	MAGNA	
Ordered by	RICH	
Written by	CYCLE BILL	
Sales Rep	ZUBATY JACK L	
Terms	DUE UPON RECEIPT OF INVOICE	

Remit payment to: **RSC Equipment Rental**  
 P. O. Box 840514  
 Dallas, TX 75284-0514  
 Return this portion with Payment

**RSCrental.com • 800.222.7777**

Inv# 47831837-003 Cust# 690293 PO# MAGNA Job: 1 - RJN

Qty	Description	Min	Day	Week	4 Week	Amount
1	<b>657118</b> GENIE S45-D3L-4WD STR BOOM LIFT-45-49-4WD Ser #: S450611349 HR OUT: 1084.00 HR IN: TOTAL: 1084.00 Env Fee Rates Dy/Wk/Mo: 2.00/4.00/8.00	215.00	215.00	426.00	1280.00	1280.00
<b>SALES ITEMS:</b>						
Qty	Item Number	Description	Unit	Price	Amount	
1	ERF	ENVIRONMENTAL RECOVERY FEE	EA	8.000	8.00	
<b>DELIVERY SERVICE</b>						
EQUIPMENT STILL OUT - RENTAL CONTINUES.						
Equipment must be called off rent to receive off rent confirmation number and stop rental						
						Sub-total: 1288.00
						Total: 1288.00

BILLED FOR FOUR WEEKS 5/30/11 THRU 6/27/11 08:00 AM

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE or CALL 1-800-222-7777	MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY	RSC EQUIPMENT RENTAL, INC. BILLS FOR TIME OF POSSESSION INCLUDING HOLIDAYS	CUSTOMER IS RESPONSIBLE FOR REFUELING, TIRE DAMAGE AND REPAIR	CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE USE, MAINTENANCE AND SAFEKEEPING OF EQUIPMENT
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 CUSTOMER ACKNOWLEDGES RECEIPT OF SAFETY DOCUMENTS AND UNDERSTANDS ALL APPLICABLE SAFETY AND OPERATING INSTRUCTIONS.

# UNOFFICIAL COPY

**RSC Equipment Rental**  
 300 W CHICAGO AVENUE  
 EAST CHICAGO, IN 46312  
 219-398-6153 Store: 219  
 Emerg #: 219-398-6153



MON-FRI 7:00a-5:00p  
 SAT CLOSED  
 SUN CLOSED

**4 WEEK BILL**

Page: 1

**Invoice #: 47831837-004**

Invoice Date: 7/18/11

\* COPY \*

**JOB SITE**  
 1 - RJN / 7456 S. STATE RD BEDFORD PARK,IL  
 MAGNA AMBULATORY CTR.  
 7456 S. STATE RD.  
 BEDFORD PARK, IL 60455  
 Phone: 708-850-4381

**CUSTOMER**  
 DYNAMIC CONSTR INC  
 ATTN ACCTS PAYABLE  
 22 N CAMPBELL AVE  
 GLENWOOD, IL 60425  
 Phone #: 708-850-4231

Customer #	690293	<b>TOTAL DUE</b> 1288.00
Date Out	6/27/11 8:00 AM	
Billed Thru	7/25/11	
Off-rent Confirmation #	** Please call to off rent equipment **	
PO #	MAGNA	
Ordered by	RICH	
Written by	CYCLE BILL	
Sales Rep	ZUBATY JACK L	
Terms	<b>DUE UPON RECEIPT OF INVOICE</b>	

Remit payment to: **RSC Equipment Rental**  
 P. O. Box 840514  
 Dallas, TX 75284-0514  
 Return to a person with Payment

**RSCrental.com • 800.222.7777**

Inv# 47831837-004 Cust# 690293 PO# MAGNA Job: 1 - RJN

Qty	Description	Min	Day	Week	4 Week	Amount
1	<b>657118</b> GENIE S40-D3L-4WD STR BOOM LIFT-45-49'-4WD Ser #: S450611349 HR OUT: 1084.00 HR IN: TOTAL: 1084.00 Env Fee Rates Dy/Wk/Mo: 2.00/4.00/8.00	215.00	215.00	426.00	1280.00	1280.00
<b>SALES ITEMS:</b>						
Qty	Item Number	Description	Unit	Price	Amount	
1	ERF	ENVIRONMENTAL RECOVERY FEE	EA	8.000	8.00	
DELIVERY SERVICE						.00
EQUIPMENT STILL OUT - RENTAL CONTINUES. Equipment must be called off rent to receive off rent confirmation number and stop rental						
Sub-total:						1288.00
Total:						1288.00

BILLED FOR FOUR WEEKS 6/27/11 THRU 7/25/11 08:00 AM

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE or CALL 1-800-222-7777	MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY	RSC EQUIPMENT RENTAL, INC. BILLS FOR TIME OF POSSESSION INCLUDING HOLIDAYS	CUSTOMER IS RESPONSIBLE FOR REFUELING, TIRE DAMAGE AND REPAIR	CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE USE, MAINTENANCE AND SAFEKEEPING OF EQUIPMENT
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CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ NAME PRINTED \_\_\_\_\_ DELIVERED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 CUSTOMER ACKNOWLEDGES RECEIPT OF SAFETY DOCUMENTS AND UNDERSTANDS ALL APPLICABLE SAFETY AND OPERATING INSTRUCTIONS.

# UNOFFICIAL COPY



MON-FRI 7:00a-5:00p  
SAT CLOSED  
SUN CLOSED

RSC Equipment Rental  
300 W CHICAGO AVENUE  
EAST CHICAGO, IN 46312  
219-398-6153 Store: 219  
Emerg #: 219-398-6153

4 WEEK BILL Page: 1

Invoice #: 47831837-005

Invoice Date: 8/15/11

\* COPY \*

JOB SITE	1 - RJN / 7456 S. STATE RD BEDFORD PARK,IL MAGNA AMBULATORY CTR. 7456 S. STATE RD.  BEDFORD PARK, IL 60455 Phone: 708-850-4381
	CUSTOMER DYNAMIC CONSTR INC ATTN ACCTS PAYABLE 22 N CAMPBELL AVE GLENWOOD, IL 60425 Phone #: 708-850-4231

Customer #	690293	TOTAL DUE 1288.00
Date Out	7/25/11 8:00 AM	
Billed Thru	8/22/11	
Off-rent Confirmation #	** Please call to off rent equipment **	
PO #	MAGNA	
Ordered by	RICH	
Written by	CYCLE BILL	
Sales Rep	ZUBATY JACK L	
Terms	DUE UPON RECEIPT OF INVOICE	

Remit payment to: RSC Equipment Rental  
P. O. Box 840514  
Dallas, TX 75284-0514  
Return this portion with Payment

RSCrental.com • 800.222.7777

Inv# 47831837-005 Cust# 690293 PO# MAGNA Job: 1 - RJN

Qty	Description	Min	Day	Week	4 Week	Amount
1	657118 GENIE S4-D SL-4WD STR BOOM LIFT-45-49'-4WD Ser #: S450611349 HR OUT: 1084.00 HR IN: TOTAL 1084.00 Env Fee Rates Dy/Wk/Mo: 2.00/4.00/8.00	215.00	215.00	426.00	1280.00	1280.00
<b>SALES ITEMS:</b>						
Qty	Item Number	Description	Unit	Price	Amount	
1	ERF	ENVIRONMENTAL RECOVERY FEE	EA	8.000	8.00	
DELIVERY SERVICE						.00
EQUIPMENT STILL OUT - RENTAL CONTINUES. Equipment must be called off rent to receive off rent confirmation number and stop rental						
Sub-total:						1288.00
Total:						1288.00
BILLED FOR FOUR WEEKS 7/25/11 THRU 8/22/11 08:00 AM						

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE or CALL 1-800-222-7777	MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY	RSC EQUIPMENT RENTAL, INC. BILLS FOR TIME OF POSSESSION INCLUDING HOLIDAYS	CUSTOMER IS RESPONSIBLE FOR REFUELING, TIRE DAMAGE AND REPAIR	CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE USE, MAINTENANCE AND SAFEKEEPING OF EQUIPMENT
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CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ NAME PRINTED \_\_\_\_\_ DELIVERED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CUSTOMER ACKNOWLEDGES RECEIPT OF SAFETY DOCUMENTS AND UNDERSTANDS ALL APPLICABLE SAFETY AND OPERATING INSTRUCTIONS.

# UNOFFICIAL COPY



MON-FRI 7:00a-5:00p  
SAT CLOSED  
SUN CLOSED

RSC Equipment Rental  
300 W CHICAGO AVENUE  
EAST CHICAGO, IN 46312  
219-398-6153 Store: 219  
Emerg #: 219-398-6153

**RENTAL RETURN**

Page: 1

**Invoice #: 47831837-006**

Invoice Date: 9/12/11

\* COPY \*

**JOB SITE**  
1 - RJN / 7456 S. STATE RD BEDFORD PARK,IL  
MAGNA AMBULATORY CTR.  
7456 S. STATE RD.  
  
BEDFORD PARK, IL 60455  
Phone: 708-850-4381

**CUSTOMER**  
DYNAMIC CONSTR INC  
ATTN ACCTS PAYABLE  
22 N CAMPBELL AVE  
GLENWOOD, IL 60425  
Phone #: 708-850-4381

Customer #	690293	<b>TOTAL DUE</b> 215.70
Date Out	8/22/11 8:00 AM	
Billed Thru	9/09/11 1:28 PM	
Off-rent Confirmation #	8299022 on 9/09/11 @ 1:28 PM by RICHARD N	
PO #	MAGNA	
Ordered by	RICH	
Written by	S219DSP	
Sales Rep	ZUBATY JACK L	
Terms	<b>DUE UPON RECEIPT OF INVOICE</b>	

Remit payment to: RSC Equipment Rental  
P. O. Box 840514  
Dallas, TX 75284-0514  
Return this portion with Payment

RSCrental.com • 800.222.7777

Inv# 47831837-006 Cust# 690293 PO# MAGNA Job: 1 - RJN

Qty	Description	Min	Day	Week	4 Week	Amount
1	657118 GENIE S45-DSL-4WD STR BOOM LIFT-45-49-4WD Ser #: S450011349 *CF HR OUT: 1084.00 HR IN: 1127.00 TOTAL: 43.00 Env Fee Rates Dy/Wk/Mo: 2.00/4.00/8.00	215.00	215.00	426.00	1280.00	N/C
<b>SALES ITEMS:</b>						
Qty	Item Number	Description	Unit	Price	Amount	
16	DSL	DIESEL REFUELING SERVICE	EA	7.100	113.60	
	DELIVERY SERVICE				.00	
	PICKUP SERVICE				95.00	
				Sub-total:	208.60	
				State Tax: 7.10 Tax:	7.10	
				Total:	215.70	

FINAL BILL: 8/22/11 08:00 AM THRU 9/09/11 01:28 PM.

\*CF = .27 tons of carbon emissions resulted from the use of this equipment.  
See branch manager for details or send an email to greenteam@rscrental.com.

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE or CALL 1-800-222-7777	MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY	RSC EQUIPMENT RENTAL, INC. BILLS FOR TIME OF POSSESSION INCLUDING HOLIDAYS	CUSTOMER IS RESPONSIBLE FOR REFUELING, TIRE DAMAGE AND REPAIR	CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE USE, MAINTENANCE AND SAFEKEEPING OF EQUIPMENT
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CUSTOMER ACKNOWLEDGES RECEIPT OF SAFETY DOCUMENTS AND UNDERSTANDS ALL APPLICABLE SAFETY AND OPERATING INSTRUCTIONS.

11/03/11 07:57:30 Customer Invoice Inquiry Sys: RSC  
 Status: S Total \$: 11,193.41 Rate: 1.00000 Cmp: AC Loc: 973  
 Cust #: 690293 DYNAMIC CONSTR INC Phone: 708-850-4381 Cur: USD  
 Select-Open: Y Paid: N Opt: 3=Pmt/Adj 5=Display 6=Reprint 7=Fax/E-Mail

Op	Invoice #	Date	Loc	ST	Balance	Job Location
	47546290-002	5/05/11	219	OP	311.24	2545 W DIVERSITY, CHICAGO
	17654686-001	5/18/11	226	OP	449.48	2545 W DIVERSITY, CHICAGO
	17654686-002	5/20/11	226	OP	408.41	2545 W DIVERSITY, CHICAGO
	17546290-003	5/25/11	219	OP	449.48	2545 W DIVERSITY, CHICAGO

1618.64 <--- Total

Bottom

F3=Exit F4=Search F11=More F13=Pmt hst F15=Sales hst F22=Aging  
 Make Selection

Property of Cook County Clerk's Office

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## General Provisions

**Condition of Equipment** Customer acknowledges that he has examined, or had the opportunity to examine the Equipment and has received the Equipment in good physical and mechanical condition and the Equipment is of the size, design, capacity and manufacture selected by the Customer. Customer knows that the equipment is *not* in the same condition as it was when it was new and may *not* operate as safely, efficiently, or effectively as if it were new.

**Delivery and Pick-Up of Equipment** In no event shall RSC be liable for any damages arising out of delivery delays, including, but not limited to work stoppages, delivery or operational deficiencies or failures, breakdowns, strikes, Acts of God, unavailability of replacement equipment, or any other nature, or from any other cause, whether such delays are avoidable or not. Customer must call to release the Equipment to RSC and is responsible for the released Equipment until it is picked up.

**Disclaimer of Warranty** THE ONLY EXPRESS WARRANTY IS THAT OF THE MANUFACTURER, IF ANY, AND NO ORAL REPRESENTATIONS OR WARRANTIES OF ANY NATURE SHALL BE BINDING ON RSC. RSC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE. THERE IS NO WARRANTY OR REPRESENTATION THAT THE EQUIPMENT IS FIT FOR THE CUSTOMER'S PARTICULAR USE, OR THAT IT IS FREE OF LATENT DEFECTS. CUSTOMER ACKNOWLEDGES THAT RSC IS NOT A MANUFACTURER OF THE EQUIPMENT AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES FOR BREACH OF WARRANTY AGAINST RSC, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INJURY, PROPERTY DAMAGE, PARTS, LABOR, DELAY OR BUSINESS INTERRUPTION BY CUSTOMER OR THIRD PARTIES. UNDER NO CONDITION WILL RSC BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

**Customer's Indemnification** Customer agrees to reimburse, indemnify, hold harmless and defend, at Customer's expense, RSC, its subsidiaries, parent company, affiliate companies, and their agents, officers, directors and employees, against all losses, liabilities, damages, injuries, penalties, including without limitation to bodily injury, death, property damage or other damage arising out of any breach of this Agreement, Customer's violation of any applicable regulations, or improper use, possession, operation, erection, dismantling, servicing, or transport involving the Equipment, Customer's contamination of the equipment by any party, strict liability or negligence claims arising out of any defect in the design, manufacture, warnings, instructions, operation, repair or failure to discover a defect, or incurred by RSC in any manner from this transaction, including claims of or liabilities to third parties. Customer agrees to present a claim to his insurance carrier for all such expenses and in the event Customer has no insurance to cover such losses, Customer agrees to pay RSC for such losses.

**Applicable Laws** Customer is responsible for complying with all applicable laws with regards to the Equipment.

**Payment/Interest/Default/Liens** Unless otherwise specified herein, the entire price stated on the front of this agreement is due in full net due upon receipt of invoice and if such amount is not paid within thirty (30) days, Customer agrees to pay interest from the date hereof at the lesser of eighteen percent (18%) per annum, or the maximum amount permitted by law, whichever is less, on all amounts not paid within thirty (30) days, plus costs and lawyer's fees and all expenses of collection and repossession of the Equipment. Upon Customer's default on any payment, RSC may repossess the Equipment without notice to Customer. All charges are subject to final RSC audit and late payment charges of the maximum allowed by law. RSC shall be entitled to a lien for all charges incurred herein against the Customer's premises upon which the Equipment is being employed.

**Risk of Loss** Placement of the Equipment at Customer's specified delivery location constitutes transfer of all risk of loss to Customer for all damages in transit or otherwise. Customer is solely responsible for and agrees to pay RSC the full replacement value for replacing and/or repairing damage to the Equipment from any cause whatsoever, and further agrees to pay RSC all expenses for loss



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of use, claim administration fees, diminishment in value, towing, storage, or impound fees, and costs incurred by RSC to recover the Equipment and establish damages, regardless of fault or negligence of the Customer or any person, and regardless if damages are the result of an Act of God. Customer's payment to RSC shall be made promptly upon the Customer's receipt of RSC's Invoice therefor. Use of the Equipment by persons other than the Customer or Authorized Operators will be at the sole risk of the Customer.

## Sales Transactions

Title RSC will transfer title to the Equipment to Customer, free of any encumbrances, upon Customer's payment in full for the entire price for the Equipment, plus any costs, interest, or other charges due and, until such time, RSC retains title to and reserves a security interest in the Equipment (and all proceeds thereof) and Customer will insure the Equipment to its full replacement value against any and all loss or damage. Customer represents and warrants to RSC that, except as provided herein, it is not a party to any agreement which will result in, nor will it allow, a lien or security interest in or upon the Equipment until such time as all obligations owing to RSC are satisfied in full.

New Equipment Customer hereby acknowledges receipt of manuals, warranties, limits, restrictions, and specifications of the manufacturer of the Equipment.

Used Equipment All Used Equipment is sold "As Is." All used equipment to be sold is in a USED CONDITION. As a result of its prior use, Customer understands that the used equipment is *not* in the same condition as it was when it was new and may *not* operate as safely, efficiently, or effectively as if were new. The term "As Is" means that Customer receives and accepts the Used Equipment in its current Used condition, with all faults, without representation or warranty, express or implied as to its condition.

## Rental Transactions

Ownership and Operation of Equipment Customer acknowledges that the Equipment is the property of RSC. Customer agrees that only the following persons ("authorized Operators") may use or operate the Equipment and must do so with Customer's permission: Customer, Customer's authorized agent, representative, employer, employees, or fellow employees acting in the course and scope of employment. Customer must ensure that all Authorized Operators must be at least the age of majority by law, must be properly trained and qualified to operate the Equipment and have a valid operator's license to operate the Equipment and be in compliance with the law. Any person reasonably presumed to be operating the Equipment at the direction of, at the behest of, or under the authority of the Customer, shall be conclusively presumed to be an authorized agent of the Customer, and such operation therefore binds the Customer under this Agreement. Customer is prohibited from subletting, loaning, assigning, altering or disposing of the Equipment. Customer represents and warrants to RSC that any person operating the Equipment has been fully trained and qualified in the proper and safe use thereof.

Rental and Refueling Charges General: Customer assumes full responsibility for any damage to, destruction, or loss of property transported by or in the rented Equipment. Use of the Equipment must be: (a) only at the Customer's designated job site, unless otherwise agreed in writing by RSC; (b) outside of any contaminated area or exposure – the use around and/or with any hazardous materials, substances and/or toxins is strictly prohibited; and (c) only in accordance with manufacturer's rated capacity and operating instructions. ON the return date specified, or sooner upon RSC's demand, Customer must return the Equipment to the branch office, in the same good clean condition as received, ordinary wear and tear accepted, and confirm RSC's return receipt of the Equipment in such good clean condition, or be responsible for payment of all Equipment repair and clean-up expenses.

Maintenance: Customer shall perform and pay for all maintenance required to keep the Equipment in good working order and in compliance with all normal, basic and periodic maintenance specifications set forth in the manuals for this Equipment. Customer shall record and supply RSC with fuel receipts and state by state mileage records upon termination of this Agreement. ON failure to supply such records, Customer agrees to pay a \$.05 per unrecorded mile charge as additional rent. Preliminary Notices: Customer shall provide RSC with correct information necessary to file a Preliminary Notice according to state statutes and hereby grants RSC permission to contact all persons and entities necessary to obtain such information.

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**Events of Default** Customer shall be in default on this Agreement: if Customer fails to pay any rent when due; if Customer breaches any of the terms of this Agreement; if Customer becomes insolvent, ceases doing business, or if a petition for bankruptcy is filed by or against Customer; or if Customer is in default of any other Agreement with RSC. In addition, Customer is in default of this Agreement if the Equipment is used: (a) to carry persons for hire; (b) to carry unauthorized persons and/or to carry persons other than in the cab of the Equipment; (c) to carry property for hire, unless Customer obtains all necessary permits and licenses; (d) to transport any explosives or hazardous materials; (e) in any race, test, contest, or for any illegal purpose; (f) by any person under the age of majority, or by anyone who has given a fictitious name or false age or address; (g) by any person, if there is reasonable evidence they were under the influence of narcotic, intoxicants or drugs; (h) outside the state of rental without the written permission of RSC; (i) under authority of license other than Customer's own and Customer warrants that the licenses shown to RSC at the time of rental, if applicable, are fully valid, (j) in a reckless or imprudent manner or if the Equipment is deliberately damaged; (k) if Customer misrepresents facts to RSC pertaining to the use or operation of the Equipment; or (l) Equipment is used in/around/with or becomes contaminated by hazardous substances, materials and/or toxins.

**Remedies of RSC** In the event of Customer's default as specified herein, Customer hereby waives notice of legal process and right to hearing and agrees that RSC may peaceably enter the Customer's premises to render the Equipment inoperable and/or remove the Equipment without process of law or liability to RSC. In such case, RSC may terminate the Agreement without notice to Customer and without prejudice to any other claims RSC might have against Customer and Customer shall remain liable for any loss or damage to the Equipment notwithstanding such termination. In such event, Customer agrees to pay RSC all monies due for the remainder of the rental term as liquidated damages and not as a penalty. RSC shall have the right to take any steps it deems necessary to recover the Equipment if it is not returned on the date specified or if this Agreement is otherwise terminated. RSC's remedies provided herein are not exclusive, but shall be cumulative to all other remedies existing at law and in equity.

**EZ Assurance** If Customer does not provide proof of insurance as required below, customer will be charged an EZ Assurance ("EZA") plan charge as established by RSC. Customer agrees and understand that the EZA is not insurance. Customer is fully responsible for the loss of or damage to the Equipment subject to the terms and conditions of the EZA plan. If Customer purchases the EZA plan, customer's responsibility for loss or damage to the Equipment will be limited to twenty-five (25%) percent of the replacement cost of the Equipment, subject to the exceptions set forth in the EZA plan, which is incorporated herein by reference. Additional copies of the EZA plan can be found at [rentalservice.com/businessmadeEZ/ldw.asp](http://rentalservice.com/businessmadeEZ/ldw.asp) or at any RSC location. Notwithstanding the foregoing, in the event of any default by Customer under this Agreement, the EZA protection will be void, and Customer will be liable for the full replacement value related expenses for all loss or damage to Equipment.

**Customer Insurance Obligation** **Physical Damage to Equipment:** All Customers must provide to RSC, at the time the Equipment is rented, a certificate of insurance naming RSC as a loss payee and/or additional insured on said certificate evidencing coverage for physical damage to the Equipment. Such physical damage insurance covering the Equipment may not be canceled or materially modified except upon twenty (20) days prior written notice to RSC at the branch office identified in this Agreement. IN the event of Customer's failure to provide said certificate of insurance at the time the Equipment is rented, Customer will be charged the EZ Assurance fee as set forth in this Agreement. **Bodily Injury/Property Damage; Responsibility To Third Parties:** In addition to the foregoing physical damage insurance for the Equipment, Customer will, at Customer's expense, at all times during the term of this Agreement, maintain in force a commercial general liability insurance policy covering bodily injury/property damage liability on the Equipment in an amount not less than one million dollars (\$1,000,000) combined single limit. Such third party liability coverage shall be primary, and not excess or on a contributory basis, and shall provide coverage for liability for injuries and/or damages sustained by any person or persons, agents or employees of Customer, and Customer's indemnity obligations herein. Customer agrees to abide by all of the terms and conditions of said insurance. IN the event of a loss, Customer, its agents and employees will cooperate fully with RSC and Customer's insurer in the investigation, prosecution and/or defense of any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. RSC does

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not waive any claims or rights hereunder. The aforesaid Customer insurance obligations in no way limits Customer's ultimate liability hereunder. RSC does not provide, extend, or afford any insurance coverage to Customer, any passenger, or any Authorized Operator of the Equipment under this Agreement. If there is other valid and collectible liability protection of insurance on any basis available to Customer or any other person, and such protection or insurance satisfies the financial responsibility laws, then no liability protection is afforded by RSC. However, if Customer is in compliance with the terms and conditions of this Agreement, and if RSC is determined by law to provide liability protection to any Customer or Authorized Operator, such liability protection shall be limited to the minimum financial responsibility is expressly limited to only those applicable provision of the financial responsibility laws of the province in which the Equipment is operated if any such laws are applicable to the operation of the Equipment. RSC's financial responsibility is expressly limited to only those applicable provisions of the financial responsibility laws of the state in which the Equipment is operated if any such laws are applicable to the operation of the Equipment. RSC's financial responsibility, unless law requires, does not extend to (a) injuries to the Customer, driver, or passenger while riding in, alighting from, entering or on the Equipment; (b) liability imposed upon or assumed by anyone under any worker's compensation act, plan or contract; (c) any property owned by or rented by or in the care, custody, or control of the Customer. Power of Attorney: Customer hereby grants and appoints to RSC a Limited Power of Attorney to present insurance claims for property damage to Customer's insurance carrier if the Equipment is damaged during the term of this rental Agreement and to endorse Customer's name on insurance payments for charges or damages.

Notice of Damage, Loss or Accident Accidents, loss, theft, damage or failure of the Equipment must be reported immediately to RSC by telephone and within 24 hours thereafter in writing to the office where the Equipment was rented and to the public authorities (where required by law or by RSC). Customer and/or its agents, employees and Authorized Operator must provide RSC and the public authorities with complete information and assistance in the investigation and prosecution of any matter arising from such accident, loss, theft or damage, including the immediate delivery of every process, pleading or paper relating to any claims, suits and proceedings and shall cooperate with RSC in all manners connected with any claims or suits.

Assignment RSC may grant a security interest in or assign this Agreement to any third party for value. Customer acknowledges and agrees that such third party may exercise all the rights under this Agreement and will not be subject to any abatement, reduction, recoupment, defense, setoff or counterclaim available to Customer.