



INSURANCE REQUIREMENTS ADDENDUM



CUSTOMER / LESSEE: _____ (“Lessee”)

PLEASE FORWARD YOUR INSURANCE CERTIFICATE TO US AT: Email: _____ AND SEND THE ORIGINAL TO: TORO EQUIPMENT RENTALS LLC (also referred to herein as “Toro”) at: 13345 Estelle Street, Corona, CA 92879.

THIS AUTHORIZATION APPLIES TO ALL ITEMS RENTED TO THE LESSEE BY TORO AT ANY TIME, INCLUDING WITHOUT LIMITATION, THE FOLLOWING SPECIFICALLY SCHEDULED ITEM(S):

<u>Insurance Agency:</u>	<u>Description(s) of Specifically Scheduled Rented Item(s):</u>	
Agency: _____	Rented Item: _____	Value: _____
Phone #: _____	Rented Item: _____	Value: _____
Fax #: _____	Rented Item: _____	Value: _____
Email: _____	Rented Item: _____	Value: _____
Attn: _____	Rented Item: _____	Value: _____

collectively, the “Rented Item(s)” or “Item(s).”

The Rented Item(s) require(s) a Certificate of Insurance showing that such Rented Item(s) is/are Specifically Scheduled, and that overturning, overloading, overheating, flooding and boom damage are not excluded.

Please be advised that the above-named Lessee has agreed to rent (each, a “Rental”) one or more items of equipment (each, a “Rented Item” or “Item”) from Toro Equipment Rentals LLC (also referred to herein as “Toro,” “we,” “us” and “our”), in connection with which, the Lessee has authorized and directed you to send Toro verification in the form of a current and valid Certificate of Insurance (or Endorsement if requested by Toro): (a) naming Toro as an additional insured and loss payee; and (b) evidencing the existence of Comprehensive General Liability, Automobile Liability, Workers’ Compensation, Umbrella or Excess Liability, and Property Damage / Inland Marine / Contractor’s Equipment insurance, as referenced in each Rental Contract entered into between Toro and the Lessee (each, a “Rental Contract”), each such Rental Contract being incorporated herein.

1. **Insurance Policies:** The following policies are required in connection with each Rental:
 - a. **CGL:** Commercial General Liability Insurance (including bodily injury, property damage, personal injury, contractual liability [including without limitation, any and all liability arising under the Rental Contract], and products completed operations coverage) with limits of not less than \$1,000,000 USD per occurrence / \$2,000,000 USD aggregate;
 - b. **Workers’ Compensation / Employees:** Workers’ Compensation Insurance satisfying the laws of the state(s) which has/have jurisdiction over Lessee’s employees, including U.S. Longshore Harbor coverage if and as needed based on exposure, and Employer’s Liability Insurance for Bodily Injury with limits of not less than \$1,000,000 USD per occurrence;
 - c. **Autos and Trailers:** Hired Auto Physical Damage and Contents (for Actual Cash Value) Insurance, and Hired Auto Liability Insurance with limits of not less than \$1,000,000 USD per occurrence, covering all rented vehicle(s)/automobile(s) and trailers;
 - d. **Umbrella Liability:** Umbrella (or “Excess”) Liability Insurance covering each of the liabilities addressed in the above referenced CGL, Employer’s Liability and Hired Auto Liability Insurance policies, with limits of not less than \$5,000,000 per occurrence; and
 - e. **Property:** “All-Risk,” “Commercial Property,” or “Inland Marine” Insurance (or equivalent), covering all loss of, and damage to, all Rented Item(s) other than rented vehicles, for the full (new) replacement cost thereof (specifically covering boom damage and property in transit) *as well as loss of use*;
2. **Additional Requirements:** The policies of insurance to be provided by Lessee, as identified in Paragraph 1 above, must:
 - a. **Basis and Deductibles:** Be written on an occurrence basis with no deductible to exceed \$5,000.00;
 - b. **Insurers:** Be maintained with one or more insurers, each of whom maintains a financial strength rating of A- or better by A.M. Best Company, Inc., and otherwise be reasonably acceptable to Toro;
 - c. **Inclusions:** Include all hired equipment;
 - d. **Exclusions:** Not exclude loss or damage to booms, or any loss or damage to Rented Item(s) due to overturning, overloading, overheating, lightning, severe weather, flooding, war, terrorism, contamination or boom damage;
 - e. **Additional Insured/Loss Payee:**
 - i. Name Toro Equipment Rentals LLC as an additional insured on all coverages other than Workers’ Compensation (Lessee’s commercial general liability policy shall list Toro Equipment Rentals LLC as an additional insured for loss or damage arising out of the Lessee’s use, maintenance, handling or possession of the Rented Item(s), using the standard ISO form CG 20 28 11 85 [“Additional Insured – Lessor of Leased Equipment”] or equivalent; and
 - ii. List Toro Equipment Rentals LLC as the primary loss payee on a closed-clause basis (excepting only the above referenced Workers’ Compensation and Liability coverages);
 - f. **Subrogation:** Waive subrogation against Toro Equipment Rentals LLC, its owners, shareholders, officers, directors, members, managers, agents, employees, representatives, insurers, subrogees, successors and assigns;
 - g. **Primacy:** Be primary and non-contributory (our insurance will be deemed excess);
 - h. **Severability of Interests:** Include a severability of interests’ provision;
 - i. **Form:** Use standard ISO form CG 20 28 11 85, or equivalent successor(s); and
 - j. **Term:** Commence upon departure of the Rented Item(s) from Toro’s premises and specify that such policies shall not be subject to cancellation for any reason during the term of each Rental.

FOR THE AVOIDANCE OF DOUBT, THE LESSEE HAS AGREED TO, AND DOES HEREBY: (A) AUTHORIZE TORO TO SUBMIT THIS FORM DIRECTLY TO LESSEE’S INSURER; AND (B) APPOINT TORO EQUIPMENT RENTALS LLC AS LESSEE’S AUTHORIZED AGENT AND ATTORNEY-IN-FACT FOR PURPOSES OF SUBMITTING AND NEGOTIATING ANY ONE OR MORE CLAIMS ON THE ABOVE REFERENCED POLICIES (AS TORO MAY DEEM APPROPRIATE). PLEASE NOTIFY TORO IN WRITING IMMEDIATELY IF ANY OF THE ABOVE COVERAGES FAIL(S) TO MEET ANY ONE OR MORE OF THE ABOVE REQUIREMENTS IDENTIFYING WHICH OF SUCH REQUIREMENTS ARE NOT OR WILL NOT BE SATISFIED.

The undersigned authorizes Toro Equipment Rentals LLC to provide this completed form directly to, and to submit and negotiate all claims and damages to and with, the insurance agency(ies) identified above.

Date: _____ Lessee’s Name: _____ Signature: _____