

**NPG CORPORATION / GOLDSTAR ASPHALT PRODUCTS**

Post Office Box 1515 \* Perris, CA 92572  
 Phone: 951-940-0200 Fax: 951-940-9192  
 www.npgcompanies.com

DATE OF RENTAL \_\_\_\_\_

**RENTAL CONFIRMATION / AGREEMENT**

**MUST BE COMPLETED IN FULL**  
**PLEASE PROVIDE RENTAL INFORMATION AND FAX BACK FOR SCHEDULING**  
**INDICATE EQUIPMENT AND MAN POWER NEEDED**

COMPANY NAME: \_\_\_\_\_ HEREFTER CALLED "CUSTOMER"

BILLING ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX: \_\_\_\_\_

CERTIFIED PAYROLL: YES \_\_\_\_\_ NO \_\_\_\_\_ INITIALS REQUIRED \_\_\_\_\_ JOB # / PO #: \_\_\_\_\_

**PLEASE PROVIDE JOB INFORMATION BELOW UPON ACCEPTANCE OF RENTAL AGREEMENT**

Job Foreman: \_\_\_\_\_ Cellular #: \_\_\_\_\_

Job Address: \_\_\_\_\_ X-Street: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ Map Page: \_\_\_\_\_ Grid #: \_\_\_\_\_

Start Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ Notes: \_\_\_\_\_

Tonnage: \_\_\_\_\_ Rate Per Hr.: \_\_\_\_\_ Hold At: \_\_\_\_\_

ITEM NO.	QTY.	DESCRIPTION		UNIT	UNIT PRICE	TOTAL
1		Cedar Rapids 561 Track Paver	10'-21' Screed	HR	165.00	
2		Cedar Rapids 552 Paver	10'-21' Screed	HR	165.00	
3		Cedar Rapids 361 Paver	8'-16' Screed	HR	165.00	
4		LeeBoy 5000LD Track Paver	5'-9' Screed	HR	160.00	
5		Automatics		DAY	200.00	
6		3-5 Vibratory Roller		DAY	300.00	
7		5-8 RTR Roller- Rubber Tire		DAY	350.00	
8		5-8 Roller- Metal Drum		DAY	400.00	
9		10-12 Roller		DAY	475.00	
10		Backhoe W/ 16' Extender		DAY	350.00	
11		4WD Skip Loader	Operated	HR	95.00	
12		3 Yard Loader	Operated	HR	135.00	
13		John Deere 770 Blade	Operated	HR	135.00	
14		Broce Kick Broom		DAY	350.00	
15		863 Bobcat W/ Attachment	Operated	HR	375.00	
16		2000 Gallon Water Truck	Operated	HR	85.00	
17		10 Wheel Dump / End Dump	Operated	HR	105.00	
18		Crew Truck / Tools		DAY	325.00	
19		Tack Rig 200 gallon	Will Need Crew Truck	DAY	250.00	
20		Oil Spread Truck (2,000 gal)		DAY	TBD	
21		Berm Machine	Will Need Crew Truck	DAY	350.00	
22		Arrow Board	Will Need Crew Truck	DAY	150.00	
23		Operator		HR	68.00	
24		Screed Operator		HR	68.00	
25		Roller Operator		HR	68.00	
26		Raker		HR	63.00	
27		Laborer		HR	63.00	
28		Foreman W/ Truck		HR	92.00	
29		Travel Time		HR	45.00	
30		Truck Stand By Time		HR	70.00	
31		Low Bed Service		HR	120.00	
32		Equipment Move Paver		L/S In-Out	600.00	
33		Equipment Move Roller / Kick Broom / Backhoe		L/S In-Out	350.00	
34		SS1H Tack Material		GALLON	5.00	

Under the Terms & Conditions of Rental Agreement attached to this sheet, NPG Corp/ GoldStar Asphalt Products hereby rents to Customer all equipment/ labor named and identified above (upon availability), for use at such location (as described above) and at such rental rate for approximately such time as is therein stated. NPG Corp/ GoldStar Asphalt Products shall furnish such equipment, F.O.B. NPG Corp/ GoldStar Asphalt Products and Customer, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

By Company Name "Customer": \_\_\_\_\_ Date: \_\_\_\_\_

"Customer" Authorized Signature: \_\_\_\_\_ Authorized Printed Name: \_\_\_\_\_

Please sign page 2 in order to confirm rental...

## **TERMS & CONDITIONS FOR RENTAL CONFIRMATION / AGREEMENT**

The conditions of rental here below stated, together with the Confirmation/ Agreement set forth on the reverse side of this sheet, constitute a contract between the parties therein named which contract is hereafter referred to as "Rental Agreement".

- 1) **RENTAL PERIOD:** The Rental period shall cover all time consumed in transporting the equipment, including the date of legal delivery to a public carrier for transit to NPG Corp/ GoldStar Asphalt Products, and upon return of the equipment, the date of legal delivery by such carrier to NPG Corp/ GoldStar Asphalt Products.
- 2) **RENTAL CHARGES:** All rates are subject to change without notice. There is a 4 Hour Minimum Charge on all Equipment and Labor Rates, Operator Paid Travel Time. Rates above are straight time rates, Overtime after 8, Double-Time after 12. Saturday work billed at Overtime Rates / Sunday work billed at Double-Time Rates. **Prevailing Wage Jobs 20% markup will apply to Operator / Laborer Rates.** NPG Corp/ GoldStar Asphalt Products will not accept ANY back charges for any dollar amount over the rental purchase.
- 3) **PAYMENT:** All invoices to be paid upon completion. All past due accounts will be charge a FINANCE CHARGE OF 1 1/2% which is an ANNUAL PERCENTAGE RATE OF 18% applied to the previous balance after deducting current payment and credits. If NPG Corp/ GoldStar Asphalt Products engages a collector or attorney at law to collect the purchase price or any part thereof, Customer agrees to pay all fees and expenses, including court costs incurred by NPG Corp/ GoldStar Asphalt Products in collection of said debt. In addition, Customer agrees to pay a Stop Notice and or Mechanic's lien filing fee of \$850.00 per project.
- 4) **PRELIMINARY NOTICES/ RELEASES:** Upon acceptance of Rental Agreement, Preliminary information **MUST** be provided in order to dispatch rental. Releases must be requested via fax.
- 5) **FREIGHT:** Any moves outside a 40 Mile Radius from our location will be billed a Hourly Rate of \$120.00 Per Hour Portal-to-Portal on In/Out basis. T&M Rentals will be charged a \$75.00 Fuel Surcharge per rental day for each piece of equipment ordered.
- 6) **OPERATORS:** Unless otherwise mutually agreed in writing, NPG Corp/ GoldStar Asphalt Products shall supply and pay all operators on the equipment during the equipment Rental Period. All operators shall be competent. Should Customer furnish any operators or other workmen for the they shall be employees of Customer during the Rental Period, and Lessee shall pay them salary or wages and all other applicable costs. Customer shall provide and pay for all workmen's comp. insurance and pay all payroll taxes required by law and applying to such operators and laborers.
- 7) **INDEMNITY:** Customer shall indemnify NPG Corp/ GoldStar Asphalt Products against, and hold NPG Corp/ GoldStar Asphalt Products harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of, connected with, or resulting from the equipment or NPG Corp/ GoldStar Asphalt Products, including without limitation, the manufacturer, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Customer shall further indemnify NPG Corp/ GoldStar Asphalt Products, and hold NPG Corp/ GoldStar Asphalt Products harmless from all loss and damage to the equipment during the rental period. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customers's assumption of any and all liability for injury: disability and death of workmen and persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.
- 8) **INSURANCE:** Customer shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof; and shall carry public liability and property damage insurance covering the equipment and its operation and handling for the amount of at least One Million Dollars (\$1,000,000.00) or other reasonable amount specified by NPG Corp/ GoldStar Asphalt Products. Customer shall pay the premiums and any deductible portions therefor and deliver proof of said required coverages via a Certificate of Insurance to NPG Corp/ GoldStar Asphalt Products. NPG Corp/ GoldStar Asphalt Products shall be named as the certificate holder as additional insured on the liability portion, and as a loss payee on the equipment coverage portion. Certificate of Insurance must provide at least a 10 day notice to the certificate holder of any pending policy cancellation.
- 9) **ENTIRE AGREEMENT:** This instrument constitutes the entire agreement between NPG Corp/ GoldStar Asphalt Products and "Customer"; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

**By Company Name "Customer":** \_\_\_\_\_

**Authorized Printed Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_