

INSURANCE REQUIREMENTS ADDENDUM

CUSTOMER / LESSEE: _____ (“Lessee”)

PLEASE FORWARD THE INSURANCE CERTIFICATE TO US AT: windwardequipmentrentals@gmail.com
OR BRING THE ORIGINAL TO: **MNR HAWAII INC., d/b/a “Windward Equipment Rentals” (also referred to herein as “WER”) at 201 Kappa Quarry Place Lot B Kailua, HI 96734.**

THIS AUTHORIZATION APPLIES TO ALL ITEMS RENTED TO THE LESSEE BY WER 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 MNR Hawaii Inc. d/b/a “Windward Equipment Rentals” (also referred to herein as “WER”), in connection with which, the Lessee has authorized and directed you to send us verification in the form of a current and valid Certificate of Insurance (or Endorsement if requested by WER): (a) naming MNR Hawaii Inc., d/b/a “Windward Equipment Rentals” 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 WER 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. **Auto:** Hired Auto Physical Damage (for Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than \$1,000,000 USD per occurrence, covering all rented vehicle(s)/automobile(s);
 - 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 including aerial equipment, and covering boom damage and property in transit);
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 WER;
 - 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 or flooding;
 - e. **Additional Insured/Loss Payee:**
 - i. Name MNR Hawaii Inc., d/b/a “Windward Equipment Rentals” as an additional insured on all coverages other than Workers’ Compensation (Lessee’s commercial general liability policy shall list MNR Hawaii Inc., d/b/a “Windward Equipment Rentals” 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 MNR Hawaii Inc., d/b/a “Windward Equipment Rentals” 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 WER, its owners, shareholders, officers, directors, members, managers, agents, employees, representatives, insurers, subrogees, successors and assigns;
 - g. **Primacy:** Be primary and non-contributory (WER’s 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 WER’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 MNR HAWAII, INC. TO SUBMIT THIS FORM DIRECTLY TO LESSEE’S INSURER; AND (B) APPOINT MNR HAWAII INC. AS LESSEE’S AUTHORIZED AGENT AND ATTORNEY-IN-FACT FOR PURPOSES OF SUBMITTING ANY ONE OR MORE CLAIMS ON THE ABOVE REFERENCED POLICIES (AS WER MAY DEEM APPROPRIATE). PLEASE NOTIFY US 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.

Signature of Lessee: _____