



Gamka Sales Company, Inc.  
983 New Durham Road  
Edison, NJ 08817  
PH: 732-248-1400 Fax: 732-248-1445  
e-mail: sales@gamka.com

Subject: Gamka Sales Company Equipment Rental Insurance Coverage Stipulations

To Whom It May Concern:

**PLEASE SEND THIS ENTIRE LETTER TO YOUR INSURANCE AGENT.**

In order to rent any machine in Gamka's extensive rental inventory TWO types of indemnification coverage are required of the renter. We are obliged to obtain this from all rental customers by our insurer. Please arrange with your insurance carrier to send a Certificate of Insurance by fax to 732-248-1445, with an original to follow by mail. The complete certificate will include the information noted below.

To accommodate ongoing and multiple rentals, please request your insurer to issue Gamka Sales Company, Inc. a **blanket** (not single transaction) Certificate of Insurance with the following terms:

- 1) Gamka Sales Company, Inc. is to be named as Additional Insured for Public Liability (both personal injury and property damage) for not less than \$1,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, plus Loss Payee for rental equipment damage, loss and/or theft for a minimum of \$200,000.00;
- 2) Gamka Sales Company, Inc., 983 New Durham Road, Edison, NJ 08817, is to be the Certificate Holder;
- 3) The Certificate must include a 30-day written notice of Policy Alteration or Cancellation Clause to be sent to Gamka Sales Company, Inc.

We will accept lower coverage limits under certain circumstances. Please call to discuss that with us.

In the event that you do not have coverage for rental equipment damage, loss and/or theft, we do offer an alternative in the form of a Physical Damage Waiver. The Physical Damage Waiver limits the Renter's responsibility for the most common issues that could occur during rentals: Unintentional Damage to Gamka's Equipment and Theft of Gamka's Equipment. With Physical Damage Waiver coverage against losses from Fire, Theft, Vandalism, Flood, Wind, Tornado, Collision, Earthquake, Hail, Lightning, Rock Ingestion, Upset or Overturn and Transit Risks, the renter is responsible for ONLY 10% or \$1,000.00 , WHICHEVER IS LESS, of the damage or repairs or loss of the machine at MSRP! **The Physical Damage Waiver charge is assessed as twelve percent (12%) of the rental charge.** Please be aware that Gamka Sales Co., Inc. does not refund Physical Damage Waiver charges on past rentals. Any renter of Gamka's equipment must provide Gamka with BOTH General Liability and protection for losses of the item rented. The equipment protection can be an endorsement to the Certificate of Insurance of Public Liability or the acceptance of the Physical Damage Waiver. There are no exceptions.

If you or your insurer has any questions, please call.

Sincerely,

*Robert B. Hibler*

Robert B. Hibler  
Director of Marketing

Revised May 24, 2010, Effective June 1, 2010

**Gamka Sales Company Equipment Rental Stipulations on Insurance, Loss and Damage, and Indemnity:**

**Insurance:** Renter shall keep Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full new replacement value thereof, including all shipping, servicing and handling charges and shall carry insurance covering Equipment and Gamka Sales Company for Public Liability (both personal injury and property damage), loss and theft. All said insurance shall be in form and amount with companies satisfactory to Gamka Sales Company. All insurance for loss or damage shall provide that losses, if any, shall be payable to Gamka Sales Company and/or its assigns. Provisions for deductibles, if any, will remain the Renter's obligation. Accrued rental charges may not be applied against the purchase or replacement of damaged, lost or stolen Equipment. Renter shall pay the premium for the insurance and deliver to Gamka Sales Company the policies or duplicates thereof, or other evidence satisfactory to Gamka Sales Company of such insurance coverage. Each insurer shall agree, by endorsement, upon the policy of policies issued by it or by independent instrument furnished to Gamka Sales Company, that it will give Gamka Sales Company thirty (30) days' prior written notice of the effective date of any alteration or cancellation of such policy. The proceeds of such insurance payable as a result of loss of or damage to Equipment shall be applied, at the option of Gamka Sales Company, toward the replacement, restoration or repair of equipment that may be lost, stolen, destroyed or damaged. Renter hereby irrevocably appoints Gamka Sales Company as Renter's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, or drafts received in payment for the loss or damage under any said insurance policy.

**Loss and Damage:** Renter hereby assumes and shall bear the entire risk of direct and consequential loss and damage to Equipment from any and every cause whatsoever, reasonable wear and tear excepted. Renter also agrees to pay a reasonable cleaning charge for equipment returned dirty. No loss or damage to the Equipment or any part thereof shall release or impair any obligation of Renter under this Agreement, which shall continue in full force and effect. Renter agrees that Gamka Sales Company shall not incur any liability to Renter for any loss of profits, expenses, or any other damages resulting to the Renter by reason of any delay in delivery or any delay caused by any non-performance, defective performance, or breakdown of rented Equipment. In the event of loss or damage to any item of Equipment, Renter, at the option of Gamka Sales Company, shall at Renter's expense: (1) place the same in good repair, condition and working order, or (2) replace the same with like Equipment of the same make and of the same or a later model and in good repair, condition and working order. Interest at the rate stipulated on the amount due shall accrue from the time of loss until paid.

**Indemnity:** Renter shall indemnify Gamka Sales Company against and hold harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person including organizations, associations or otherwise, arising out of or relating to the equipment, including without limitation, the design, manufacture, selection, purchase, delivery, possession, use, operation, and/or condition thereof, latent and/or other defects (whether or not discoverable by Renter).

**Note: See the complete Rental Contract Terms on the reverse side of all Gamka Sales Company delivery tickets and invoices.**