

Guy Rents, Inc. dba

RENTAL GUYS1720 Nord Ave.
Chico, CA 95926
(530) 343-0219 phonewww.RENTALGUYS.com**REDDING**
4055 Eastside Rd.
(530) 222-5000**RED BLUFF**
365 Antelope Rd.
(530) 527-4700**GRIDLEY**
867 Hwy. 99
(530) 846-5373**SUSANVILLE**
1550 Chestnut St.
(530) 251-4033**CORPORATE OFFICE**1720 Nord Ave.
Chico, CA 95926
(530) 343-0219 phone
(530) 343-2272 fax**PARADISE**
8321 Skyway
(530) 876-0206

Customer #: 3036

Status: Continued

Invoice #: 543747B-2

Invoice Date: Tue 12/13/2016

Date Out: Thu 12/29/2016 9:00AM

Operator: DUBOSE, ALEX

Terms: On Account

SHASTA CO. SHERIFF'S OFFICE530-245-6000 Phone
530-245-6019 Fax

300 Park Marina Circle.

REDDING, CA 96001

PO #: Annual Renewal Fee

Job No: EVIDENCE STORAGE

Ordered By: Tennille Doerschel

Picked up by: Sheriff's Department

Qty	Key	Items	Part#	Status	Billed To	Price
2	STORB840-2	STORAGE BOX 8X8X40	STORAGEBOX	Billed To	Fri 12/29/2017 9:00AM	\$2,880.00
	1month \$142.00	93dys \$425.00				

Used at Address: 4555 VETERANS LANE ; Redding, CA 96001

This is a Annual Renewal Fee

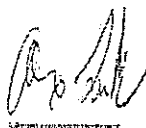
Please Pay From This Invoice.**Rental Contract**

Rentals payable in advance. Rental rates do not provide option to purchase and cover; Single shift 8 hours operation, Two shifts at 1.5 times one shift operation, Three shifts at 2 times one shift operation. Customer to pay all transportation charges. Rates subject to change without notice. Customer is responsible for theft of equipment. Keep it locked! Customer is responsible for checking water and oil daily. All damage to tires and tubes caused by blowout, bruises, cuts, road hazards and other causes inherent to use of equipment is the responsibility of the customer. We charge for time out - not time used. The California Vehicle Code requires a second rear view mirror to be located on the right hand side of the motor vehicle if the trailer or load obstructs the drivers view. Equipment that is self-propelled diesel 25 horse power and above that is considered Off-Road cannot idle for more than 5 consecutive minutes.

I have been given and understand written and/or oral operating and safety instructions. []

IF I DO NOT UNDERSTAND, OR FORGET THE SAFETY OR OPERATING INSTRUCTIONS I HAVE BEEN GIVEN, OR IF THE EQUIPMENT FAILS, I WILL NOT ATTEMPT TO OPERATE OR REPAIR IT. I WILL DISCONTINUE USE AND NOTIFY RENTAL CENTER IMMEDIATELY.

CUSTOMER IS RESPONSIBLE FOR RENT ON LOST, STOLEN OR DAMAGED ITEMS, UNTIL ITEMS ARE PAID FOR. THE CONDITIONS ON THE FRONT AND REVERSE OF THIS CONTRACT ARE PART OF SAID CONTRACT.

Signature: See Addendum #1
Sheriff's Department


Rental:	\$2,880.00
Subtotal:	\$2,880.00
Redding EQ Sales Tax:	\$216.00
Total:	\$3,096.00
Paid:	\$0.00
Amount Due:	\$3,096.00

For the purpose of this Rental Agreement, "Rental Center" shall mean Rental Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents, family members and/or employees.

In consideration of hiring of the equipment (herein "the rental equipment or equipment") described on the front of this Rental Agreement it is agreed as follows:

1. INDEMNITY/HOLD HARMLESS. CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE EQUIPMENT RENTED AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS RENTAL CENTER FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE EQUIPMENT RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF RENTAL CENTER.

2. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE RENTAL CENTER FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST RENTAL CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

3. OPERATORS. No operators are furnished, directly or indirectly with our equipment.

4. RECEIPT/INSPECTION OF EQUIPMENT. Customer hires the equipment on an "as is" basis. Customer acknowledges that he has, or will, personally inspect the equipment prior to its use and finds it suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement and that the equipment is in good working order and repair and that Customer understands (without further instructions) its proper operation and use.

5. POSSESSION/TITLE. Customer's right to possession of the equipment begins upon equipment leaving Rental Center and terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of possession after this date constitutes a material breach of this Rental Agreement.

Time is of the essence of this Rental Agreement. Any extension of this Rental Agreement must be agreed upon in writing. Title to the equipment is and shall remain in Rental Center. Customer hereby agrees to indemnify, defend and hold Rental Center harmless from any and all claims and costs arising from such retaking and/or levy. If equipment are levied upon, Customer shall notify Rental Center immediately. Rental Center will utilize its reasonable efforts to deliver and retrieve rental items from locations determined solely by Customer, accordingly, Customer assumes sole risk and liability for any personal or property damage occurring at such locations.

6. RENTAL PERIOD/RATE/PAYMENT. Rental Period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Rental Agreement. Agreed Return Date on the front of this Rental Agreement. Rental rates are based upon single shift use (eight hours per day, five days per week). If Customer makes greater use of the equipment, it is agreed that the additional usage will be charged. Rental charges begin immediately upon equipment leaving Rental Center. Rental charges end upon return of the equipment to Rental Center in an acceptable condition. No allowance will be made for Saturdays, Sundays, Holidays, or time in transit, nor for any period of time the equipment may not be in actual use while in Customer's possession. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Rental Center may terminate rental at anytime and retake the equipment without further notice in case of violation by Customer of any terms or conditions of this Rental Agreement. Customer agrees to pay a monthly service charge on all unpaid balances. Customer agrees to pay Rental Center a fee (which may go to Rental Center's general revenue and be utilized by Rental Center to pay its environmental expenses and costs of compliance with environmental laws) for environmental compliance. Customer agrees not to use equipment in violation of environmental laws.

7. ORDINARY WEAR AND TEAR. Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment. Customer responsible for all tire damage. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities, breakage, improper use; abuse, lack of cleaning, dirtying of equipment by paint, mud, plaster, concrete, resin or any other material. A cleaning charge will be made on equipment returned unclean.

8. COMPLIANCE WITH LAWS/USE OF EQUIPMENT. Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the equipment, including any subsequently determined to be due.

Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the equipment or use the equipment. Customer shall not allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment, permit any repairs to the equipment without Rental Center's prior written permission, or allow a lien to be placed upon the equipment. Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to immediately discontinue use and notify Rental Center when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that Rental Center has no responsibility to inspect the equipment while it is in Customer's possession.

9. RETURN OF EQUIPMENT. Customer agrees to return to Rental Center the equipment in as good condition as when received, by Rental Agreement Agreed Return Date. Customer shall be liable for all damages (up to the full replacement cost of the equipment and loss of rental revenue) to or loss of the equipment and liability incurred prior to equipment's return to Rental Center. Customer shall be responsible for all costs incurred by Rental Center recovering and returning damaged equipment to Rental Center's premises. If equipment is to be "picked-up" by Rental Center, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to equipment for a period of time until the equipment is picked-up by Rental Center.

10. DISCLAIMER OF WARRANTIES. Rental Center makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for Customer's particular intended

use or that it is free of latent defects. Rental Center shall not be responsible to Customer or any third party for any loss, damage or injury resulting from or in any way attributable to the operation of, use of, or any failure of the equipment. Rental Center shall not be responsible for any defect or failure unknown to the Rental Center. Customer's sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that Customer notifies Rental Center immediately and in writing of such failure and returns the equipment to Rental Center within twenty-four (24) hours of such failure.

11. PURCHASE ORDERS. The use of Customer's purchase order number on this Rental Agreement is for Customer's convenience and identification only and does not bind Rental Center.

12. SUBLETTING/LOCATION OF EQUIPMENT. Customer agrees not to sublet, loan or assign the equipment. Customer shall not move the equipment from the address at which Customer represented it was to be used.

13. DEFAULT. Should Customer in any way fail to preserve or comply with any provision of this Rental Agreement, Rental Center may at its sole option terminate this Rental Agreement, retake the equipment, declare any charges due and payable and initiate legal process to recover monies owed and/or pursue any other legal rights and remedies available to Rental Center. Exercise of any remedy available to Rental Center shall not constitute an election of remedies or a waiver of any additional remedies to which Rental Center may be entitled.

14. RETAKING OF EQUIPMENT. If for any reason it becomes necessary for Rental Center to retake the equipment, Customer authorizes Rental Center to retake the equipment without further notice or further legal process and agrees that Rental Center shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.

15. LEGAL FEES. In the event an attorney is retained to enforce any provision (including collection costs) of this Rental Agreement the prevailing party in the dispute shall be entitled to recover reasonable attorneys' fees and other costs in such action or proceeding in an amount to be determined by the court.

16. EQUIPMENT PROTECTION PLAN. Equipment Protection Plan is Not Insurance. By Customer accepting the Equipment Protection Plan on the front of this Rental Agreement and with immediate notification in the event of an accident and the prompt submission of applicable police reports, Rental Center and Customer agree that Rental Center will waive certain claims (eg. fire, flood, wind and earthquake) against Customer for direct physical damage to the equipment while in use by the Customer. Notwithstanding the foregoing the following conditions are not covered under the Equipment Protection Plan:

- A. Any item of equipment or part thereof which is not returned for whatever reason including theft.
- B. Damage resulting from improper use, failure to secure during transportation, overloading or exceeding the rated capacity of the equipment.
- C. Damage to motors or other electrical appliances or devices caused by artificial current.
- D. Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the equipment.
- E. Damage as a result of vandalism or malicious mischief or intentional abuse.
- F. Damage resulting from misuse, abuse, failure to maintain cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment.
- G. All damage resulting from overturning.
- H. All damage resulting from use of the equipment in violation of any provision of this Rental Agreement, violation of any law, ordinance or regulation.

17. NOTICE OF NON-WAIVER/SEVERABILITY. Any failure of Rental Center to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of Rental Center's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.

18. INSURANCE. Customer shall maintain in full force and effect during the term of this Agreement separate General Liability and Automobile Liability insurance policies with coverage limits for bodily injury including death, personal injury and/or property damage that will respond as primary coverage for Customer's liability and all obligations outlined under this Agreement. In addition to the foregoing, Customer shall maintain Property Insurance in an amount adequate to cover any loss and/or damage to the equipment, up to full replacement cost. Customer shall furnish Rental Center with a Certificate of Insurance evidencing the foregoing insurance requirements and naming Rental Center as an additional insured.

19. MISCELLANEOUS.

A. This Rental Agreement may be executed or delivered by facsimile or e-mail. If this Rental Agreement is executed or delivered by facsimile or e-mail, Customer acknowledges receipt of a completed Rental Agreement and agrees to all of the terms and conditions of such Rental Agreement.

B. Before digging, it is the sole responsibility of the Customer to follow the requirements of the regional notification center law pursuant to Article 12 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Rental Agreement, the Customer accepts all liabilities and responsibilities contained in the regional notification center law.

C. Customer authorizes and instructs Rental Center to complete Customer's "blank/open check" and to "fill-in" the amount of all charges.

D. Customer authorizes Rental Center to submit all Customer charges to Customer's credit card account.

E. WARNING. THIS PRODUCT CONTAINS OR PRODUCES ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS (OR OTHER REPRODUCTIVE HARM).

F. Customer acknowledges that it is a violation and Customer assumes potential civil liability of section 4442 or 4443 to use or operate an internal combustion engine on any forest, brush, or grass-covered land unless the engine is equipped with a spark arrestor.

G. Customer responsible to comply with Fugitive Dust Provisions of Air Quality Management Districts. Customer responsible for all requirements of State Air Resources Board and local Air Quality Management Districts including, but, not limited to recordkeeping, providing notification of use, permits and registrations.

H. Customer is fully aware and acknowledges that the terms and conditions of this Rental Agreement shall apply to all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern all future deliveries should Customer fail or be unable to sign the Rental Agreement at time of delivery.

I. Customer responsible for any damages due to digging, disturbing soil or earth, staking, post hole digging, augering, etc. Customer responsible for identifying and disclosing to Rental Center all underground obstacles. Rental Center not responsible for damage to above or below ground obstacles.

J. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

**RENTAL GUYS
RENTAL CONTRACT ADDENDUM #1**

If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this addendum and the provisions of any of the other terms and conditions of this Rental Agreement, the provisions of this addendum shall govern. The term "Consultant" in the addendum shall refer to Guy Rents, Inc. dba Rental Guys. The term "County" shall refer to the County of Shasta.

Section 20. COMPENSATION.

Consultant shall be paid \$3,096.00 for the services described in this agreement. The total compensation shall not exceed \$3,096.00.

Section 21. TERM OF AGREEMENT.

This agreement shall commence as of December 30, 2016 and shall end December 29, 2017.

Section 22. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID KEHOE, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST:

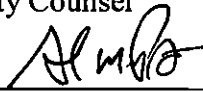
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL


RUBIN E. CRUSE, JR
County Counsel

By:  1/13/17
Rubin E. Cruse, Jr.
County Counsel


By:  01/12/17
James Johnson
Risk Management Analyst I

CONSULTANT

Date: 1/3/17

By: 
Alex Dubose, President
Guy Rents, Inc. dba Rental Guys

Date: 1/3/17

By: 
Michele Rider, Controller
Guy Rents, Inc. dba Rental Guys.

Tax I.D.#: 94-2610086