



- West Coast Corporate Office -

6200 STONERIDGE MALL ROAD
 3RD FLOOR
 PLEASANTON, CALIFORNIA 94588
PHONE: 1-888-321-8448
FAX: 1-888-381-8448
Owner Operators
24 Hour Equipment Dispatching

TAG
 No. _____ Date _____ 20 _____

Co. Name _____

Job Site Address _____

Job No./P.O. No. _____

Bay Area No. _____

OPERATED BY:		OWNER:	
HOURS	DESCRIPTION	DATE	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
CUSTOMER'S ORDER NO.		REC'D. BY	
SUBJECT TO TERMS ON REVERSE SIDE KEEP THIS SLIP FOR REFERENCE			

FOLD HERE

Terms of the Master Service Agreement

This Service Order Tag incorporates by reference all terms in the Master Service Agreement between Bay Area Backhoes, Inc. ("Company") and the contractor identified on the front of this Service Order Tag ("Contractor").

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Company from and against all claims, damages, losses, liability and expenses, (including, but not limited to attorneys' fees, consultants' fees and expert witness' fees), arising out of the performance of backhoe services performed under the control of or on behalf of Contractor or in any way arising out of or relating to personal injury or property damage caused, or allegedly caused, by rental equipment under the direction and control of Contractor, regardless of whether or not such claim, damage, loss, liability or expense is caused in part by any act or omission of Company, the operators of any equipment rented by Contractor, or Company, the operators of any equipment rented by Contractor, or Company's agents, independent contractors or employees. Payment for all equipment rentals by Contractor arranged through Company shall be made directly to Company within thirty (30) days of the date of invoice. Late payments will be assessed interest at the rate of 11/2 % per month.

All disputes between the parties shall be resolved by binding arbitration and in accordance with the Construction Industry Rules of the American Arbitration Association then in effect. In any litigation, arbitration or other proceeding between the parties, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and enforce the final judgment. Contractor's sole remedy for equipment which becomes inoperative or breaks down will be limited to the amount paid for the inoperative equipment during the period of the breakdown. Company shall not be liable for contingent, incidental or consequential damage to persons or property.

Contractor shall provide to Company on a timely basis all information necessary including, but not limited to, the address of the worksite, the names and addresses of the owners, prime contractors, sureties and lenders for the project and other information necessary to complete all lien notices.

It is the sole responsibility of the lessee or renter to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this contract, the lessee or renter accepts all liabilities and responsibilities contained in the regional notification center law.