

RESOLUTION

To Authorize the Mayor to Enter into an Agreement with SealMaster for a One - Month Rental of a Crack Pro Heated Hose at a Cost not to Exceed \$5,250.00

WHEREAS, the City of Alexander City will be making repairs on city streets;
and

WHEREAS, the city is in need of a Crack Pro Heated Hose to enable these repairs; and

WHEREAS, SealMaster has the needed equipment for \$5,250.00 for one month's rental.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Alexander City authorizes the mayor to enter into a rental agreement, shown in Attachment "A", with SealMaster for one month's rental of a Crack Pro Heated Hose in an amount not to exceed \$5,250.00.

ADOPTED THIS 14TH DAY OF SEPTEMBER, 2023.

FOR PUBLIC RELEASE

By: Audrey "Buffy" Colvin, President
Alexander City Council

AUTHENTICATED THIS 14TH DAY OF SEPTEMBER, 2023.

FOR PUBLIC RELEASE

By: Stephanie J. Southerland,
City Clerk

APPROVED:

FOR PUBLIC RELEASE

By: Curtis "Woody" Baird,
Mayor

Yeas: Tapley, E. Brown, Colvin, Hardy, C. Brown, Tapley

Nays: None



RENTAL AGREEMENT

SealMaster:

SEALMASTER OF ALABAMA
278 PINSON VALLEY PKWY.
BIRMINGHAM, AL. 35217

Customer:

Company The City of Alexander City
 Responsible Person Drew Meacham/Mayor Baird
 Address 281 James D Nabors Dr
 City/State/ Zip Code Alexander City, AL 35010
 Main Telephone # 256-329-6700
 Cell Phone # _____
 Fax # _____
 E-mail _____
 Purchase Order # _____

FOR PUBLIC RELEASE

Unit Description CP-125HH				
PROOF OF INSURANCE REQUIRED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				
OBTAINED COPY OF DRIVER'S LICENSE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				
VIN #	Date Picked Up or Delivered	By Whom?	Date Returned	By Whom?

Estimated Number of Days Required	Rental Rate	Deposit Amount	Delivery/ Pick-up Charge	F.O.B.	Terms
	5250.00 MONTHLY	5250.00			

COMMENTS:

PLEASE NOTE:

1. Total charges are an estimate based upon the rental period and other information provided by the Customer.
2. Customer assumes all risks associated with the equipment during the Rental Period, including injury and damage to persons, property, and the equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to operate the equipment.
4. If equipment does not operate properly, does not have operating and safe use instructions, is not suitable for Customer's intended use, or Customer has any questions regarding the safe operation of the equipment, Customer shall cease use of the equipment and contact SealMaster representatives immediately.
5. Equipment misuse or use of damaged or malfunctioning equipment may result in serious bodily injury or death and Customer agrees to assume all risk associated thereunder, and to indemnify said SealMaster entity name _____ for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands, and agrees to the estimated charges and all terms and sections contained within this contract including the "Indemnity, Hold Harmless, Waiver of Claims" section.
7. If it is previously mutually agreed that SealMaster will pick up the equipment when Customer is finished, Customer must contact SealMaster to request pickup of equipment. Customer will be responsible for the equipment until actually retrieved by SealMaster.
8. Customer waives its right to a jury trial in and any dispute.
9. Customer agrees to return equipment with fuel levels full and agrees to pay \$ 10.00 per gallon, if this provision is neglected by the Customer.

FOR PUBLIC RELEASE

Customer Signature

Date

FOR PUBLIC RELEASE

Print Customer Name

SealMaster Additional Terms and Conditions

1. **Inspection.** Customer acknowledges that Customer has had an opportunity to personally inspect the equipment and finds it suitable for his/her needs and in good operating condition, and Customer understands its proper use. Customer further acknowledges his/her duty to inspect the equipment prior to use and notify the SealMaster of any defects. Customer agrees to pay costs of repairs during this rental period, including labor, materials, parts, and other items, except for normal wear and tear. "Normal wear and tear" is defined as use of the equipment under normal work conditions with qualified personnel providing proper operation, maintenance, and service. If repairs exceeding normal wear and tear are necessary upon the return of the equipment, SealMaster is authorized to make such repairs, bill Customer, and Customer agrees to promptly pay for such repairs. Customer agrees to not cover, substitute, alter, or remove any indentifying insignia displayed on the equipment. Customer will not permit equipment to be abused, abandoned, overloaded, used beyond capacity or for its unintended purpose. In the event any of the property becomes unsafe or in a state of disrepair, Customer will immediately discontinue the use thereof and promptly notify the SealMaster.
2. **Replacement of Malfunctioning Equipment.** If the equipment becomes unsafe or in disrepair, Customer agrees to immediately notify SealMaster and discontinue its use. SealMaster is not responsible for any incidental or consequential damages, including but not limited to loss of profits, continued costs, and/or loss of business or otherwise.
3. **Safety.** Customer agrees to provide the necessary safety equipment to Customer's employees during the operation of the equipment. Customer understands that the improper use of the equipment may result in serious injury or even death. Customer agrees to instruct all its operators in the safe use of the equipment. Customer assumes the responsibility that the equipment will be operated in strict compliance with all written and common sense safety regulations and procedures. Customer certifies that Customer has read the equipment manual and understands fully the safe operation of the equipment and is responsible for strict compliance with all safety regulations and operations by all persons using the equipment. Customer will always promote safe use of the equipment and will assure that all operators of the equipment will comply with the manufacturer's manual as well as all federal, state, and local codes and regulations pertaining to this equipment. Customer is solely responsible for and will assure that the equipment will only be operated by drug and alcohol free employees who are competent and proficient in the equipment functions and safety.
4. **Title.** The equipment shall at all times remain and be the sole and exclusive property of SealMaster. Customer shall have no right of property therein; but only the right to use the same upon and under the conditions herein contained. If equipment is levied upon for any reason whatsoever, SealMaster may retake equipment without notice or legal process and may take all reasonable action to do so.
5. **Unfettered Access.** Customer agrees to allow SealMaster unfettered access at any time during normal business hours to inspect the SealMaster equipment for any purpose.
6. **Moving Equipment.** At SealMaster's inquiry, Customer will notify immediately the exact location of the rented SealMaster equipment. No storage or drop tank is to be moved without SealMaster's written permission in advance of such move.
7. **No Warranties.** There are no warranties of merchantability or fitness, either express or implied. Customer acknowledges and agrees there is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects. Equipment is accepted on an "as is, where is" basis with "all faults" and without recourse whatsoever against SealMaster entities. Customer assumes all risks associated with the equipment and releases SealMaster entities from all liabilities and damages including but not limited to lost profits, personal injury, and special incidental and consequential damages in any way connected with the equipment, its operation, or use or any defect or failure thereof or a breach of SealMaster's obligations. There will be no reimbursement for lost time, materials, expenses, and profits as a result of equipment failure.
8. **Indemnity, Hold Harmless, Waiver of Claims.** During the rental period, Customer assumes all risk associated with the possession, control, or use of the equipment including but not limited to, personal injury, death, property damage, pollution, rental charges, theft, losses, damage, and destruction, including Customer transportation, loading and unloading, whether or not it is the Customer's fault. After an incident, Customer shall immediately notify the appropriate authorities as well as SealMaster and provide SealMaster with any reports. Customer agrees to and shall indemnify and hold harmless SealMaster, its officers, agents, affiliates, and employees, from and against any and all claims, judgments, losses, damages, causes of action, suits, and liability of every kind (including expenses of litigation, court costs, and attorney's fees) incurred by SealMaster, its officers, agents, affiliates, and employees for injury to or death of any person, or for damage to or destruction of any property arising out of any claim made or litigation brought against SealMaster, its officers, agents, affiliates, or employees arising out of or in connection with any equipment or

product, whether purchased or rented by the Customer. The foregoing indemnity shall survive termination or expiration of this Agreement and shall be effective notwithstanding that separate or joint and several allegations are made simultaneously against SealMaster. It is the express intention of the parties hereto, both Customer and SealMaster, that the indemnity provided for in this paragraph is indemnity by the Customer to indemnify and protect SealMaster, its officers, agents, affiliates, and employees from the consequences of Customer's own negligence, whether that negligence is the sole or a concurring cause of the injury, death, or damage. Customer waives all claims for personal injuries, property damage, loss of time, or inconvenience, and any and all incidental and consequential damages arising out of the use of the rented equipment or trailer, or any accident or breakdown.

9. **Limitation of SealMaster Liability.** In consideration of the rental of equipment, Customer agrees that SealMaster's liability under this contract, including any liability arising from SealMaster, SealMaster's affiliates, entities, employees, or any third party's comparative, concurrent, contributory, passive, or active negligence or that arises as a result of any strict or absolute liability, shall not exceed the total rental charges paid by customer under this contract.
10. **Permitted Use.** Customer agrees that SealMaster has no control over the manner in which the equipment is operated during the rental period by the Customer or any third party that the Customer explicitly permits. Customer warrants that, prior to each use, Customer shall inspect the equipment to confirm that it is in good condition, without defects. Customer shall operate equipment for its intended use only. SealMaster is not responsible for training Customer's personnel unless specifically requested by Customer. Should the equipment become in disrepair, Customer will stop use immediately and notify SealMaster. Should the equipment be involved in an accident or become lost or stolen, Customer will notify SealMaster immediately. Customer will keep equipment in a secure location. Customer agrees that CUSTOMER WILL ONLY USE SEALMASTER CRACKFILLER AND SEALERS IN RENTAL EQUIPMENT.
11. **Unauthorized Use.** No one under 21 years of age or people other than employees of the Customer may operate the equipment. The equipment shall not be used for any illegal purposes or in a negligent, unauthorized, or abusive manner. Customer will not use a competitor's crackfiller and sealer in equipment rented from SealMaster.
12. **Environmental Cleanup.** In the event of any accident, casualty, or material spills resulting in pollution arising from Customer's use of SealMaster rented equipment, Customer agrees to accept all responsibility thereof and shall hold harmless from any and all claims, clean-up costs, fines, penalties, and action there from.
13. **Only SealMaster Products.** Customer agrees to use in this equipment only SealMaster products purchased from SealMaster stores.
14. **Unused Material.** Any unused material in the equipment at the time of return shall become the property of SealMaster and will not be reimbursed to Customer.
15. **Fuel Levels.** If fuel and fluid levels are relevant to the piece of equipment, Customer acknowledges that it is receiving the rental equipment with hydraulic fluid, antifreeze, transmission oil, DEF oil, and diesel fuel tanks completely full. The machine is to be returned with the fuel and fluid tanks completely full or SealMaster will fill such tanks and Customer agrees to immediately pay for the shortage at a rate of \$10.00 /gallon.
16. **Maintenance.** Customer will shall perform routine maintenance on the equipment, including routine inspections of hoses, fluid levels, grease, cooling systems, water, batteries, and valves. Drop Tanks, TR-575s, and Isuzu Sealer Applicator equipment shall be cleaned and flushed frequently with water after each day's use. During the rental period, SealMaster has no responsibility to inspect and perform maintenance on the equipment unless the Customer requests a service call. Other than normal wear and tear, Customer shall pay for full repair and rental charges until the repairs are completed. Customer hereby grants SealMaster the right to enter the physical location of the equipment to inspect and make any repairs.
17. **Rental Rates.** The total charges specified in this contract are estimated based upon Customer's representation of the estimated rental period identified on page one of this agreement. Rental rates beyond the estimated rental period may change. Weekly or monthly rates will not be prorated. Rental charges accrue during Saturdays, Sundays, and Holidays. The rental rates do not include present and future taxes and any other governmental charges based upon Customer's possession and/or use of the equipment. Rental rates do not include any delivery or pick up, maintenance, repair, lost key or fuel or fluid replacement charges.
18. **Freight Rates.** If SealMaster is asked to transport the equipment, there will be a round trip fee to drop off any rental equipment, drop tank, fills, or refills. There is also a final freight charge for SealMaster to do a final pick up of the equipment when Customer is finished. The charges are calculated on a per-mile basis for the complete round trip, calculated at the going rate at that particular time. For tanker and tractor-trailer loads, the minimum freight charge is \$250.
19. **Inclement Weather.** There shall be no adjustment in rental fees for inclement weather.
20. **Sealer Minimums.** The minimum sealer requirement for drop tanks is 2000 gallons. The minimum annual sealer usage for a storage tank is 10,000 gallons.
21. **No Credit for Unused Material.** Any crack filler or sealer left inside the holding tanks when the rental equipment is returned to SealMaster, shall become the property of SealMaster without refund or compensation to the Customer.
22. **Agitated Equipment.** Customer agrees to agitate daily any storage or drop tank that has material in it.
23. **Personal Effects.** SealMaster is not responsible for any personal effects in, on, or around the rented equipment.

24. **Use of Purchase Order.** The use of any Customer's purchase order number on this agreement is for Customer's convenience and identification only. This agreement constitutes the sole agreement between SealMaster and Customer and supersedes any purchase order provisions whether sent to or received prior to or subsequent to this agreement. Absences of purchase order numbers shall not constitute grounds for non-payment of rental charges when Customer has enjoyed or had the right to enjoy use of rented equipment.
25. **Terms.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract and all of its terms. Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. Customer shall pay SealMaster the rental rates including any minimum and other charges described herein when due, return the Equipment to SealMaster as required herein and otherwise comply with the Contract. This Contract is true tense. The Equipment is and shall remain the personal property of SealMaster and shall not be affixed to any other property.
26. **Transferability.** SealMaster may assign its rights under this agreement without Customer's consent, but will remain bound by all obligations herein. Customer may not assign this agreement or loan the equipment without the written permission of SealMaster. Any purported assignment by Customer is void.
27. **Time of Return.** Customer's right to possession terminates on the expiration of the rental period and retention of the equipment after this time constitutes a material breach of this agreement. Time is the essence of this agreement. Any extension must be mutually agreed upon in writing. Upon expiration of this agreement, Customer must return rental equipment to the SealMaster location from which the equipment was rented and cannot be returned to any other store.
28. **Late Return.** Upon termination of the rental period, Customer agrees to return the rented equipment during regular store hours of SealMaster. If not timely returned, Customer shall pay an additional charge of 1 ½ times the daily rate for each day until such equipment is returned. In the event the equipment is returned after SealMaster's regular business hours, Customer agrees to be responsible for and pay for any damage or loss of equipment until the SealMaster's next business day.
29. **Termination.** SealMaster may terminate this contract at any time without reason or notice. Upon termination of this agreement, Customer will promptly return the rental equipment and all attachments and parts belonging thereto, to SealMaster's place of business, in the same condition in which such property was received, ordinary wear and tear excepted in the possession or control of Customer hereunder. In the event that the SealMaster must resort to litigation to recover for damages caused to or loss of such property, Customer also agrees to pay SealMaster's reasonable attorney fees and court costs. If the Customer had previously picked up the equipment at a store, the customer must return the equipment to the same store during normal store hours.
30. **Reported Stolen.** Should the rental property not be returned by the due date or demand for return, the SealMaster, at the SealMaster's sole discretion, may report the property stolen and revert any and all weekly or monthly charges back to a daily-use charge times 1 ½.
31. **Dirty, Damaged, Lost or Stolen Equipment.** Customer agrees to clean the equipment prior to returning it and pay for any dirty, damaged, lost or stolen equipment, as an insurer, regardless of cause, except from normal wear and tear, while in Customer's possession and until equipment is returned to SealMaster during normal business hours. Should the equipment not be cleaned, Customer agrees to pay SealMaster \$90/hour for cleaning with a minimum charge of \$250. Accrued rental charges are in addition to the purchase or cost of repair of damaged, lost, or stolen equipment. Equipment damaged beyond repair will be paid for at its replacement value when rented. The cost of repairs will be borne by Customer, whether performed by SealMaster or, at the option of SealMaster, by others.
32. **Tire Replacement.** Customer acknowledges that repair and/or replacement of tires is not included in the rental rates and Customer agrees to pay for repairs or any replacement of tires damaged during Customer's possession.
33. **Time of Payment.** Customer agrees to pay in full at the time of the rental, unless SealMaster approves Customer credit terms. No offsets shall be allowed. Customer must notify SealMaster any disputed amounts within 15 days after receipt of invoice.
34. **Collection Costs.** Customer agrees to pay all reasonable collections, attorney's fees, court costs, and other expenses involved in the collection of the charges or enforcement of rights of SealMaster under this Agreement. Customer agrees to pay \$75 for any check declared as insufficient funds and pay 1 ½ % monthly interest until the balance is paid.
35. **Repossession.** Upon failure to pay rent or other breach of this Agreement, SealMaster may terminate this Agreement and take possession of and remove the goods or equipment from wherever they are, without notice, and SealMaster and its agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods or equipment.
36. **Theft Warning.** Failure, refusal, or neglect to return the rental property within 48 hours after the agreed rental period has expired or been terminated, or the presenting of false, fictitious, or misleading identification to SealMaster shall be prima facie evidence of an intention to commit larceny.
37. **Duty of Care.** Customer agrees to not operate the equipment in a careless or negligent manner.
38. **Loading and Unloading Goods and Equipment.** If SealMaster is delivering equipment or product to Customer or picking up equipment from Customer, Customer is responsible for loading and unloading the goods or equipment. If employees of SealMaster assist in loading and unloading the goods or equipment, Customer agrees to assume the risk

of, and hold SealMaster, its officers, agents, and employees harmless from any claim for property damage or personal injuries.

39. **Towing Equipment Requirements and Inspection.** To properly tow the equipment on trailers, a 3" pintle hitch set between 19" and 27" from the ground is required. The unit is equipped with electric brakes, 7 flat RV-style connector, and working light harness. Customer agrees to inspect the trailer coupling and safety chain before towing. Customer also agrees to inspect the equipment periodically to make certain the tires are properly inflated, the lights work, and the hitch and safety chain are properly installed and secure.
40. **Damage to Property Transported.** Customer waives all claims for loss or damage to property transported in or on the equipment.
41. **Damage to Vehicles.** Customer is responsible for all damage to all vehicles involved in transporting the equipment, including, but not limited to, bumper damage.
42. **Valid Driver's License.** Customer will provide SealMaster a copy of a valid driver's license.
43. **Insurance.** Customer, at its own expense, agrees to have adequate insurance coverage for such loss and damage during the rental period. The Customer shall exercise all rights available to Customer under the said insurance policy and make all action necessary to process said claim. Customer further agrees to assign said claim and all proceeds from such insurance to SealMaster. Upon request of SealMaster, Customer shall instruct its insurance carrier to **name SealMaster Owner** CHAD SAYLER **as additional insured**, and provide SealMaster with certificate of insurance stating this is in effect throughout the rental period. The insurance must include a minimum of \$1,000,000 general liability insurance for contractual liabilities herein, property insurance against loss by all risks to the equipment in the amount equal to or greater than the Manufacturer's Suggested List Price, worker's compensation insurance as required by law. In the case of renting vehicles and applicators on trailers, complete automobile, trailer and towing insurance must be provided, including comprehensive, collision, uninsured/underinsured motorist coverage. Customer agrees to waive any and all rights of recovery or subrogation as allowed by local law. Customer's failure to procure and maintain applicable insurance as described above does not relieve Customer from any liability that was otherwise be covered. To the extent that SealMaster entities carry insurance, such shall be considered excess insurance.
44. **Taxes and Local Regulations.** At all times, until the equipment is returned to SealMaster, Customer shall comply with all local regulations related to the equipment's use including paying for any and all taxes, fees, licenses, permits, assessments ("expenses") arising out of use in the local jurisdiction. Customer agrees to these expenses whether they appear as part of this contract or whether said expense is later on claimed by a government authority. In the event of a claim against SealMaster by any government authority for expenses arising out of this transaction, Customer agrees to pay to SealMaster said expenses plus interest upon demand.
45. **Disclaimer of Agency.** Customer acknowledges that Customer is not an agent of SealMaster for any purpose.
46. **Severability.** The provisions of this Agreement shall be severable so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions or hereof.
47. **Notice of Non-Waiver.** The failure of SealMaster at any one or more times to insist upon strict performance by Customer of the conditions and terms of this Agreement shall not be construed as a waiver of SealMaster's right to demand strict compliance.
48. **Integration.** This Agreement comprises the entire Agreement between the parties, and it is acknowledged that there are no understandings, representations, warranties, or promises, verbal or otherwise, pertaining to this Agreement or to the equipment, which are not incorporated herein. Furthermore, this Agreement shall not be waived or altered, in whole or in part, except in writing signed by the parties.
49. **Jurisdiction.** The laws of the State of ALABAMA shall govern the construction and enforcement of this agreement.
50. **Jury Trial Waiver.** In any dispute arising out of, in connection with, or in any way pertaining to this contract, Customer and SealMaster entity hereby knowingly, voluntarily, and intentionally waive any right to a trial by jury. This waiver being a material inducement to entering into this contract.
51. **Miscellaneous.** This Agreement does not, in any manner, appoint or constitute Lessee as a Lessor's agent or legal representative for any purpose whatsoever. This Agreement rescinds and supersedes all prior oral or written agreements between the parties and sets forth the entire agreement between them. Neither this Agreement nor any amendment or modification of it shall be binding unless in writing and executed by all parties to this Agreement. This document contains the complete Agreement between the parties and cannot be modified except in writing approved by Lessor and Lessee. This shall be binding upon the parties hereto, their respective legal representatives, heirs, successors, and assigns.
52. **Construction.** The paragraph headings used herein are for convenience only and not to be used in construing the meaning or intent of any of the terms or provisions of this Lease Agreement.

IN WITNESS WHEREOF, the SealMaster and Customer have executed this agreement on this 11th day of September, 2023.

I, the Customer, hereby acknowledge that I have read, understand, and will abide by all of the above terms and conditions of this Agreement.

CUSTOMER

FOR PUBLIC RELEASE

By: SEALMASTER OF ALABAMA

By: TOM HERRING

Its: _____



CITYO-2

OP ID: WD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dark Insurance Agency, Inc. 410 Hillabee Street P.O. Box 506 Alexander City, AL 35011-0506 John C. Dark	256-234-5026	CONTACT NAME: John C. Dark PHONE (A/C, No, Ext): 256-234-5026 FAX (A/C, No): 256-234-5038 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : AmGuard Insurance</td> <td>42390</td> </tr> <tr> <td>INSURER B : Atlantic Specialty Insurance</td> <td>27154</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AmGuard Insurance	42390	INSURER B : Atlantic Specialty Insurance	27154	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED City of Alexander City c/o City Clerk P.O.Box 552 Alexander City, AL 35011															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		A2GP401081	06/16/2023	06/16/2024	EACH OCCURRENCE	\$ 1,000,000
A	Abuse & Molestati			A2GP401081	06/16/2023	06/16/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000
	OTHER:						PRODUCTS - COMPIOP AGG	\$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			A2GP401081	06/16/2023	06/16/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			A2GP401081	06/16/2023	06/16/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$
								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Rental Equipment			790-01-98-45-0007	06/16/2023	06/16/2024	Rental Eq	60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured and loss payee on the CP-125H Crack Master \$60,000

CERTIFICATE HOLDER SEALMAS Sealmaster Alabama Chad Saylor 2780 Pinson Valley Parkway Birmingham, AL 35217	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>W.C. Dark</i>