

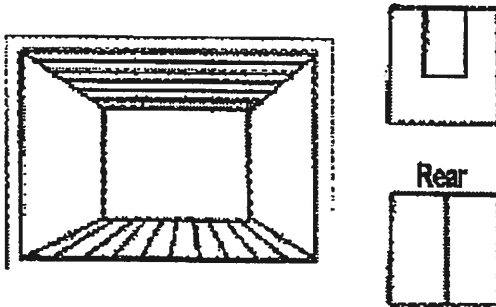
Revised October, 2017

Trailer Rental Agreement Trailer Inspection Form

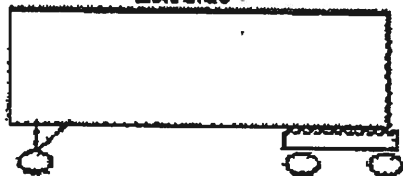
Mark clearly all damage or deficiencies found by inspection symbol "C" cut - "H" hole - "D" Dent

Drop Off

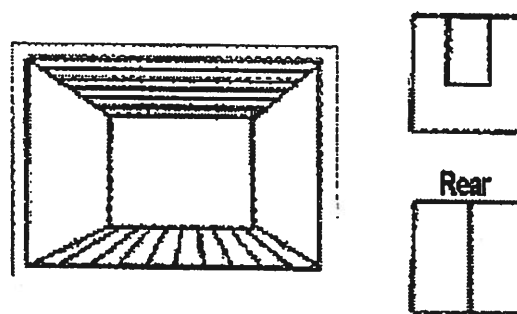
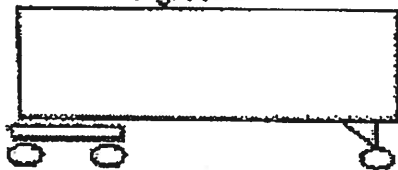
Pick Up



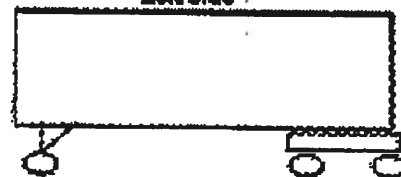
Left Side :



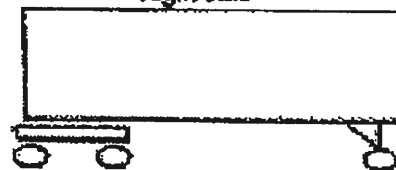
Right Side



Left Side :



Right Side



Customer Signature _____

Gordon Food Service Personnel Dropping the trailer off _____

Trailer Number _____

Customer Signature _____

Gordon Food Service Personnel Dropping the trailer off _____

Trailer Number _____

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Trailer Rental Agreement

This trailer rental agreement is made as of the 30 day of June, 2018, between Gordon Food Service, INC. ("Gordon Food Service") and Arrowhead GC (Customer Number 762740001) ("Customer").

1. **Equipment.** Gordon Food Service rents to Customer, and Customer rents from Gordon Food Service, one refrigerated trailer unit, as well as any and all equipment necessary for its proper operation (the "Trailer Unit").
2. **Term.** The term of rental for the Trailer Unit shall be for 5 days, from June 30, 2018, to July 4, 2018.
 - a. Note: Trailer rental may not exceed 7 days.
3. **Delivery and Removal.** Gordon Food Service shall deliver the Trailer Unit to 208 W Union Ave, Wagoner in the space designated by the Customer (the "Drop Off Point"). After the Trailer Unit has been delivered to the Drop Off Point and has been set up by Gordon Food Service personnel, Customer shall inspect the Trailer Unit and shall approve the setup and proper operation of the Trailer Unit upon completion of such inspection. Gordon Food Service shall remove the Trailer Unit from the Drop Off Point within twenty-four (24) hours of the end to the term of this Agreement.
4. **Rent.** The estimated cost of rental for the Trailer Unit is \$ 0. This estimate includes rental cost for all days the Trailer has been requested, mileage to and from the Drop Off Point, refrigeration cost and labor. Customer understands that this cost is merely an estimate and such cost could increase if the trailer is needed for additional days.
5. **Responsibility for the Trailer Unit.** The Trailer Unit shall be considered to be in the Customer's possession once it has reached the Drop Off Point. The customer shall be solely responsible for any injuries that occur by or out of the use of the Trailer Unit, including the refrigeration unit, and for any and all damage to the Trailer unit while it is in the Customer's possession. Gordon Food Service reserves the right to periodically check the Trailer Unit to insure that it is being used properly and reserves the right to remove the Trailer Unit in the event Gordon Food Service determines that the Trailer Unit is not being operated in a safe or approved manner.
6. **Product Liability and Loss.** Upon Customer's receipt of food products, Customer shall, at all times, be fully responsible for said food product in Customer's possession or stored in the Trailer Unit. Customer shall assure that the all food product is stored and served in a safe and proper manner at the recommended temperatures. Customer shall be fully responsible for any liability arising from serving any food product in possession of customer or stored in the Trailer Unit. Further, Gordon Food Service maintains minimum standards for the return of many Gordon Food Service products, and only non-cooler and non-frozen products are eligible for return as long as they meet our Product Return Standards. Customer shall be fully responsible for any and all Gordon Food Service product loss.
7. **Indemnification.** Customer shall be fully responsible for the Trailer Unit once the Trailer Unit has reached the Drop Off Point. Customer shall assume full responsibility for any personal injuries or damages to personal property caused by the Trailer Unit while in the Customer's possession. Customer agrees to indemnify and hold harmless Gordon Food Service, and any affiliated companies, as well the directors, officers, and employees of Gordon Food Service and its Affiliates, from any and all claims, liabilities, losses, damages and expenses (including actual attorney's fees) arising from Customer's possession or use of the Trailer Unit or the improper storage or handling of any Gordon Food Service product stored in the trailer. Gordon Food Service will give Customer prompt written notice of any Claim brought against it. Gordon Food Service shall have the right to participate with Customer in the defense of any claim, which participation shall be at the Gordon Food Service's expense, except that if Customer fails, upon the Gordon Food Service's request, to assume the defense or to employ counsel reasonably satisfactory to Gordon Food Service, then Customer shall reimburse Gordon Food Service, on a monthly basis, for all costs and expenses, including reasonable attorney fees, that Gordon Food Service incurs in connection with the defense.
8. **Refrigeration Unit.** Gordon Food Service personnel shall instruct Customer as to operation of the refrigeration unit. Customer shall be responsible for keeping the proper amount and grade of fuel and oil in the refrigeration unit at all times while in

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Customer's possession. A Four Hundred dollar (\$400.00) fee (could be higher depending on whether it is a weekend service call) will be assessed if the refrigeration unit runs out of fuel requiring a service call by Gordon Food Service to re-prime the fuel system.

9. **Safety Rules.** The Customer must abide by the safety rules as determined by Gordon Food Service at all times, including, but not limited to:
- a. All doors must be latched when open;
 - b. The walk ramp must be used to enter and exit the Trailer Unit; and
 - c. The Trailer Unit shall not be moved by anyone other than the authorized Gordon Food Service personnel.
10. **Insurance.** Customer at its own expense shall keep general liability and worker's compensation insurance for the Trailer Unit with only those exclusions that are standard for insurance on similar kinds of equipment, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and Customer shall name Gordon Food Service as an additional insured on all above mentioned policies. Customer shall provide Gordon Food Service with a Proof or Certificate of Insurance demonstrating such coverage prior to delivery of the Trailer Unit.
11. **Emergency Contact Information.** IN CASE OF EMERGENCY, PLEASE CONTACT:
- | | |
|-------------------------------|---------------------------|
| a. <u>Craig ROEHLE</u> | Phone <u>847-815-4986</u> |
| i. Voice Mail: (800) 968-7500 | Mailbox #: <u>73873</u> |
| b. <u>Josh BERGMAN</u> | Phone <u>616-644-3080</u> |
| i. Voice Mail: (800) 968-7500 | Mailbox #: <u>72506</u> |
12. **Severability.** The unenforceability of any term of this Trailer Rental Agreement shall not affect the enforceability of any of the remaining terms of this Trailer Rental Agreement.

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This Agreement Shall Not Be Effective Until Approved By An Authorized Gordon Food Service Transportation Manager

Gordon Food Service

Date: 5-17, 20 18

By (Print): MATT STIELow

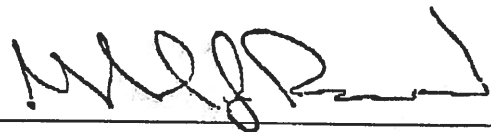
Sign: 

By signing below, I indicate that I understand and agree to abide by the terms of the Trailer Rental Agreement.

Customer

Date: 5-24, 20 18

By (Print): Michael J. Bernard

Sign: 

Approved By:

Date: 5-17-18

Transportation Manager: 