

**LEASE OF CHARTER BUS, TAXI OR LIMOUSINE SERVICE  
TERMS AND CONDITIONS  
(Addendum to Lease of Personal Property Terms and Conditions)**

If this Contract involves the lease of a Charter Bus, Taxi, or Limousine, the following terms and conditions shall apply.

**1. INVOICE AND PAYMENT**

Lessor shall maintain a record of all vehicles/services requested by Lessee and provided by Lessor. Lessor's record will be the basis for billing and will include a reasonable identification of the following:

- a. Ordered by whom and Lessee contract number.
- b. Date and time ordered.
- c. Period of time vehicle/service provided.
- d. Rate applicable/basis for rate origin and destination of trip(s).

A copy of Lessor's record of charges shall accompany all invoices for vehicles/services and be submitted as specified in the Contract.

**2. ADDITIONAL WARRANTIES**

Lessor warrants that all vehicles furnished shall be clean and meet the requirements specified on the face of the Contract, be in good operating condition, and be satisfactory for the intended use. In the event any vehicle leased hereunder fails to conform to the requirements of the Contract because of appearance, condition, or otherwise, Lessee, in addition to all other rights or remedies afforded it by law or the provisions of this Contract, has the right to cancel the requested lease or service without charge except as hereinafter provided and request Lessor to provide a substitute vehicle or service that conforms to the requirements specified by Lessee. In any event, Lessee is required to pay only that charge or rent that was due Lessor during the period the vehicle or service did conform to the requirements specified.

**3. PERSONNEL**

All persons performing work under this Contract shall be competent, experienced, and qualified, possess all applicable permits and licenses for the work to which they are assigned, and be acceptable to and cleared by Lessee plant protection in the event they are required to perform work in restricted areas.

**4. INTEGRATION WITH LEASE OF PERSONAL PROPERTY**

Boeing Shared Services Group Lease of Personal Property Terms and Conditions is incorporated herein by reference.

**5. RESPONSIBILITY FOR CLAIMS**

Indemnification, Negligence of Lessor or Subcontractor. Lessor shall defend, indemnify, and hold harmless Pratt & Whitney Rocketdyne, Inc. (PWR), its subsidiaries, and their directors, officers, employees, and agents (hereinafter referred to as "Indemnitees") from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, and damages of any kind and nature whatsoever (hereinafter referred to as "Claims") for property damage, personal injury, or death (including without limitation injury to or death of employees of Lessor or any Subcontractor) and expenses, costs of litigation, and counsel fees related thereto or incident to establishing the right to indemnification, arising out of or in any way related to the Agreement, the performance thereof by Lessor, Subcontractor, or other third parties, or any activities of Indemnitees (including without limitation, the provision of services, personnel, facilities, equipment, support, supervision, or review), except to the extent such Claims arise out of the negligence of an Indemnitee. In no event shall Lessor's obligations hereunder be limited to the extent of any insurance available to or provided by the Lessor or any Subcontractor. Lessor expressly waives any immunity under industrial insurance, whether arising from Title 51.04.010 et seq. of the Revised Code of Washington or any other statute or source, to the extent of the indemnity set forth in this clause 5.

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**6. LESSOR'S INSURANCE**

- a. Automobile Liability. If licensed vehicles will be used in connection with the performance of the Agreement, Lessor shall carry, maintain, and ensure that any Subcontractor who uses a licensed vehicle in connection with the performance of the Agreement carries and maintains, throughout the term of the Agreement, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed, or otherwise, with available limits of liability of not less than three-hundred-thousand dollars (\$300,000) per occurrence combined single limit for bodily injury and property damage.
- b. Workers' Compensation. Lessor shall, and ensure that all Subcontractors shall, cover or maintain insurance in accordance with the applicable laws relating to Workers' Compensation with respect to all of their respective employees. If Lessee is required by any applicable law to pay any Workers' Compensation premiums with respect to employee of Lessor or any Subcontractor, Lessor shall reimburse Lessee for such payment.
- c. Certificates of Insurance. Prior to the commencement of any services, Lessor shall provide for Lessee's review and approval Certificates of Insurance reflecting full compliance with the requirements set forth in paragraphs 6.a (Automobile Liability) and 6.b (Workers' Compensation). Such certificates shall be kept current and in compliance throughout the term of the Agreement and shall provide for thirty (30) days advance written notice of Lessee in the event of cancellation. Failure of Lessor; or any Subcontractor thereof, to furnish Certificates of Insurance or to procure and maintain the insurance required herein, or failure of Lessee to request such certificates, endorsements, or other proof of coverage, shall not constitute a waiver of the respective Lessor's or Subcontractor's obligations hereunder.
- d. Self-Assumption. Any self-insured retention, deductibles, and exclusions in coverage in the policies required under clause 6 shall be assumed by, for the account of, and at the sole risk of Lessor or the Subcontractor that provides the insurance, and to the extent applicable, shall be paid by such Lessor or Subcontractor. In no event shall the liability of Lessor or any Subcontractor be limited to the extent of any of the minimum limits of insurance required under clause 6.