



Communications Unlimited, Inc.
2552 18th Street South
Homewood, AL 35209
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August 4, 2023

Team Member,

Attached is an Addendum to the vehicle lease you previously signed.

This Addendum simply clarifies who is named as an additional insured entity under the policy.

This will have no effect on you.

This Addendum will be effective as of the date of the issuance of the vehicle lease and your continued employment will be evidence of acceptance of this addendum.

Should you have any questions, please feel free to email ronkent@cuicable.com.

Communications Unlimited
Corporate Department

VEHICLE LEASE AGREEMENT

ADDENDUM 1

This addendum 1 to the lease agreement, made and entered into as of July 17, 2023, between CU Equipment, Inc. (and all affiliated companies, including but not limited to CU Employment, Inc., hereinafter referred to as "Lessor"), and Lessee.

This addendum herein modifies and amends the named additional insured to be listed on the Commercial Automobile Liability Policy as follows.

Article V

Liability and Insurance: The Lessee assumes all liability while leasing the leased vehicle(s) and agrees to indemnify the Lessor for any losses incurred by the Lessee in the course of the operation of leased vehicle(s). The Lessee agrees that Lessor may purchase the following insurance and charge the Lessee for said coverage as follows:

Benefit Waived = cost of insurance

Non Benefit Waived = no cost to employee

Commercial Automobile Liability Insurance: The Lessor shall obtain Commercial automobile Liability Insurance covering all leased vehicles, including the loading or unloading thereof, with limits no less than Two Million Dollars (\$2,000,000) combined single limit of liability for Automobile Bodily Injury, Personal Liability and Automobile Property Damage for each occurrence. Coverage should include liability arising out of all leased vehicles. The insured policies shall have the following terms:

- A. Primary non contributory
- B. Combined Single Limit of \$2mm
- C. Waiver of subrogation

- D. Must name the following as named additional insured:
 1. CU Equipment, Inc
 2. CU Employment, Inc.
 3. Communications Unlimited Contracting Services, Inc.
 4. Communications Unlimited, Inc.
 5. CUI Construction, Inc.

Fire and Other Casualty Insurance: The Lessor shall have the right to purchase insurance against loss or damage by fire or other risk now or hereinafter embraced by the term "*comprehensive and collision coverage*." The coverage shall be sufficient to create and assure funds to be used to replace or repair the vehicle(s) in the event that damage or destruction necessitates the same. This insurance shall protect the vehicle(s), based on the current market value, by maintaining adequate insurance throughout the lease period for the equipment.

Lessee agrees to notify JH Berry Risk at clientsupport@jhbrisk.com if Lessee is involved in any accident or damage to the vehicle.

Lessee agrees to waive any claim against Lessor, or its insurance carrier, including a waiver of subrogation.

The Lessee agrees to notify the Lessor immediately when any vehicle is withdrawn from service due to any reason.

Lessee agrees that Lessor has the right to deduct insurance premium payments from amounts owed to Lessee and make such payments directly to the carrier/broker.

Lessor will require a 30 day notice of cancelation from the insurance carrier.

Lessee shall name any Lessor as loss payee.

VEHICLE OPERATION MONITORING

Lessor vehicles may be equipped with a Global Positioning System (GPS), or similar device, which monitors vehicle operations including, but not limited to speed, location, breaking, idle times and routes. Monitoring such usage permits Lessor to identify means by which to increase driver safety, improve utilization efficiencies, and identify vehicle misuse. Because vehicle usage is monitored, Lessee has no expectation of privacy while operating in a Lessor vehicle.

Additionally, Lessor Managers, or their designee(s), are required to regularly review GPS data to determine whether employees are operating Lessor vehicles safely within reasonable proximity of assigned work locations, efficient travel routes are being utilized, vehicles are not being used for personal reasons or outside of business hours, and reported activities correspond with designated work hours and assigned duties. Operation of a particular vehicle may be assessed at any time for business reasons.

When GPS monitoring reveals that an employee may have engaged in conduct violative of this policy or acceptable business practices, the Lessor Managers shall evaluate all relevant information, including input from the employee. In determining whether corrective action is warranted, consideration shall be given to the nature, severity and frequency of the violation(s). Disciplinary action, up to and including termination, shall be the recommended course of action for the following:

- 1) Reporting work hours on time statements that are inconsistent with GPS data;
- 2) Excessive hard breaking;
- 3) Excessive Speeding;
- 4) Use of a Lessor vehicle beyond authorized work hours (immediate termination);
- 5) Use of a Lessor vehicle for personal reasons (immediate termination);
- 6) Use of a Lessor vehicle beyond the geographical limits reasonably required to perform assigned job duties (immediate termination).

NOTE: Employees are hereby informed that a “zero tolerance” approach will be taken and termination will be the immediate penalty for any identified attempt to remove, disable or otherwise tamper with any GPS device installed on a Lessor vehicle.