

**TERMS AND
CONDITIONS OF
CONTRACT**
**Equipment Lease with
Operating Personnel**

The Lessor Mr. Crane ("Mr. Crane") hereby leases the equipment described on the reverse side of this page (the "Equipment") and furnishes operating personnel to the Customer ("Customer") and Subcontractor subject to the terms and conditions of the following:

1. INDEMNIFICATION - To the fullest extent permitted by law. Customer and/or Subcontractor agrees to indemnify and save Mr. Crane, its employees and agents harmless from all claims for death or injury to persons, including Mr. Crane's employees, of all loss, damage or injury to property, including the Equipment, arising in any manner out of Customer's and/or Subcontractor operation. Customer's and/or Subcontractor's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer and/or Subcontractor shall be required to indemnify Mr. Crane for Mr. Crane's own negligence or fault, except that Customer and/or Subcontractor shall not be required to indemnify Mr. Crane for Mr. Crane's active negligence or willful misconduct, whether such negligence or fault of the Mr. Crane be direct, indirect, or derivative in nature. Customer and/or Subcontractor shall not be required to indemnify Mr. Crane for any claim caused by or resulting from the sole negligence or willful misconduct of the Mr. Crane, the Mr. Crane's agents, servants, or independent contractors who are directly responsible to the Mr. Crane. The indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Customer and/or Subcontractor under workers' compensation act s, disability benefits acts, or other employee benefits acts. The Customer's and/or Subcontractor's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Mr. Crane shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's and/or Subcontractor's additional obligations hereunder, Customer and/or Subcontractor shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, Equipment, or other items) initiated by the Crane Company, Crane Company's insurance carriers or Crane Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

2. INSURANCE - The Customer and/or Subcontractor agrees to purchase the following insurance coverage's prior to the Equipment's arrival on the job site. The Customer and/or Subcontractor shall procure the following coverage's for Mr. Crane: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial

general liability insurance on an occurrence basis, including bodily injury and property damage coverage's with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella non-contributory insurance in the amount of at least \$5,000,000 and Customer's and/or Subcontractor primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Mr. Crane's insurance policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full replacement cost of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of god occurring during the rental term; e) all policies are to be written by insurance companies acceptable to the Mr. Crane; f) the Mr. Crane and all affiliated partnerships, joint ventures, corporations and anyone else who Mr. Crane is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 10 01 and ISO CG 20 37 10 01 must be used). Customer and/or Subcontractor shall name Mr. Crane as a Loss Payee on all insurance policies, and Customer and/or Subcontractor shall provide all insurance certificates to Mr. Crane when requested; g) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insured's prior to cancellation; h) all of Mr. Crane's, and anyone Mr. Crane is required to insure, policies are excess over all of Customer's and/or Subcontractor's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Mr. Crane. Customer's and/or Subcontractor's agreements to indemnify and hold Mr. Crane harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverage's shall not operate to waive any of the above indemnity provisions. To the extent that the Customer and/or Subcontractor may perform under this lease without obtaining the above coverage's, such an occurrence shall not operate, in any way, as a waiver of the Mr. Crane's right to maintain any breach of contract action against the Customer and/or Subcontractor. Customer and/or Subcontractor hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer and/or Subcontractor understands that this waiver shall bind its insurers of all levels, and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this lease.

3. OPERATION OF EQUIPMENT - It is expressly agreed by and between the parties hereto that the Equipment and all persons operating, repairing, or maintaining and assembling/disassembling the Equipment are under the exclusive jurisdiction, supervision and control of Customer and/or Subcontractor under this lease. In the absence of Customer's presence at the jobsite, the parties expressly agree that all persons operating the Equipment are under the direct supervision and control of Subcontractor hired by Customer. In the event that Customer assigns the task of supervision to Subcontractor then all persons operating the Equipment are under the supervision and control of Subcontractor. It shall be the duty of Customer and/or Subcontractor to give specific instructions and directions to all persons operating, repairing, and maintaining the leased Equipment. **Customer and/or Subcontractor agrees to provide or otherwise select competent and experienced personnel to direct the operation of the Equipment, in accordance with OSHA 29 CFR**

1926.1428 signal person qualifications and Customer and/or Subcontractor further **agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) and that ASME B30.5-2019 (and as amended) shall be used when operating the Equipment, specifically Chapter 5-3 Operation, as well as the OSHA 29 CFR Subpart CC Cranes and Derricks in Construction sections 1926.1400 - 1926.1442.** The Customer and/or Subcontractor further acknowledge and agree that it is the responsibility of the Customer and/or Subcontractor to independently determine the weight of every load to be lifted to prevent compromising all or any portion of the Equipment. Customer and/or Subcontractor specifically agrees that the Mr. Crane has absolutely no control over any

person operating or assisting in operating, repairing, or maintaining the leased Equipment. Mr. Crane may provide an operator with the Equipment. Customer and/or Subcontractor may reject this operator; however, if operator is not rejected, the operator is under the Customer's and/or Subcontractor's exclusive direction and control and is Customer's and/or Subcontractor's agent, servant, and employee. The lease payments made by the Customer and/or Subcontractor shall include the operator's wages, even though the operator's wages may be disbursed by the Mr. Crane. This lease is upon the agreement of the parties that Mr. Crane has no right to replace or substitute personnel except at the direction of and with the approval of Customer and/or Subcontractor and that the Customer and/or Subcontractor shall have the right to control, including the right of termination, and shall be deemed to have exercised that right as to all details or operation of the leased Equipment and personnel the Customer and/or Subcontractor selects to operate the leased Equipment. If the Equipment is damaged, involved in an accident, or made inoperable in any way, the Customer and/or Subcontractor shall notify Mr. Crane in writing within 48 hours of its occurrence, specifying the extent and nature of the accident or damage. The cost of any repair necessary to restore the Equipment to said condition shall be paid by Customer and/or Subcontractor. Any time beyond the minimum term required to make such repairs shall extend the term of this agreement to include such reasonable additional repair time as is necessary under the circumstances. Time is of the essence of this lease and all its provisions. Mr. Crane's failure to require strict performance by Customer and/or Subcontractor of any of the lease provisions, or Mr. Crane's acceptance of late or partial performance hereunder, shall not constitute a waiver of any prior defaults of Customer and/or Subcontractor, nor of Mr. Crane's rights under this agreement This lease shall be binding upon and shall inure to the benefit of the parties and their successors, administrators, executors, trustees and assigns. This agreement shall be interpreted according to the laws of Mr. Crane's location stated on the front page. This agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party. THIS CONTRACT SHALL BE IN EFFECT FOR A DURATION OF ONE YEAR FOR THIS OR SIMILAR EQUIPMENT OR UNLESS EXPRESSLY TERMINATED IN WRITING BY Mr. Crane. In the event that the Customer and/or Subcontractor loans, sublets or allows a third party to use the crane and the services of the operator, Customer and/or Subcontractor agrees to have said third party sign and agree to the terms of this contract.

4. CONDITIONS -GROUND/POWERLINES/RIGGING - The Customer and/or Subcontractor hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the crane is to be stored, parked or operated. The Customer and/or Subcontractor shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the crane while in operation or otherwise. If the ground or soil condition is such that it cannot support the crane, the Customer and/or Subcontractor shall take all necessary measures to ensure that these conditions are remedied prior to the crane being placed on that ground or soil. These measures include, but are not limited to, the provision of proper shoring or cribbing or other measures. Customer and/or Subcontractor assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of energized or de-energized power lines. Customer and/or Subcontractor shall not expose the Equipment or any persons in or around such Equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the Equipment being operated in or around such power lines. Customer and/or Subcontractor shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, Customer and/or Subcontractor shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Customer and/or Subcontractor shall be responsible for the insulating of any power lines, the grounding of all Equipment and will be required to use rigging or other Equipment designed to prevent electrocution. Customer and/or Subcontractor is required to provide any and all rigging to be used with the Equipment. If chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire, etcetera; are loaned to the Customer and/or Subcontractor by the Mr. Crane for the Customer's and/or

Subcontractor's convenience, and is solely at the Customer's and/or Subcontractor's responsibility. Customer and/or Subcontractor assumes responsibility for any defects in any rigging, whether the property of Customer and/or Subcontractor or otherwise. Customer and/or Subcontractor assume all liability for the adequacy of, design of, or the strength of, any lifting lug or device embedded in or attached to any object to be lifted. **Customer and/or Subcontractor assumes the responsibility for damage to any load on hook due to a failure of the rigging. Customer and/or Subcontractor assumes the responsibility for the method of rigging, and agrees that all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401 and are under Customer's and/or Subcontractor direct supervision and control.**

5. NO RELIANCE ON LOAD MEASURING DEVICE - If any crane has been fitted with a load measuring device, the Customer and/or Subcontractor hereby acknowledges and agrees that the Mr. Crane has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such crane. The Customer and/or Subcontractor further acknowledges and agrees that it is the responsibility of the Customer and/or Subcontractor to independently determine the weight of every load to be lifted by any crane comprising all or portion of the Equipment so as to ensure that any such load measuring device shall be used as an operator-aide only. As well, the Customer and/or Subcontractor acknowledges and agrees that if he relies in any way whatsoever on any load measuring device that he does so completely at his own risk.

6. AUTHORIZED SIGNATURE - In the event this agreement has been executed on the reverse side by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Mr. Crane that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

7. STORAGE OF EQUIPMENT - Mr. Crane shall not be liable for any loss or injury to Customer's and/or Subcontractor's property stored in Mr. Crane's yard, and it is further understood and agreed to that Customer's and/or Subcontractor's property/ Equipment stored is not insured by Mr. Crane against loss or injury, however caused. Customer and/or Subcontractor is responsible for maintaining insurance coverage on a first party basis to cover the goods/Equipment/ machinery stored with Mr. Crane.

8. EXCUSE OF PERFORMANCE - Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain or materials or reasonable substitutes thereof, governmental action, domestic or foreign, riot, civil commotion, fire or other causes beyond the reasonable control of Mr. Crane shall excuse Mr. Crane's performance for a period equal to such prevention, delay or stoppage.

9. TERMS OF PAYMENT - Full payment for all charges is due upon billing. Should the account be referred to an attorney for collection, the Customer and/or Subcontractor shall pay reasonable attorney's fees and collection expense. Subject to service charge of 1 *Wit* per month after 30 days.

10. CONFORMANCE TO ALL LAWS - Customer and/or Subcontractor agrees to use the equipment in strict compliance with all applicable rules, laws, regulations, orders.

11. NO OTHER AGREEMENT - Except as otherwise mutually agreed in writing, these terms and conditions constitute the complete agreement between the parties with respect to the Equipment and operating personnel described on the reverse page. This agreement shall govern and take precedence over conflicting terms of any other agreement, including "flow down" provisions between Customer and/or Subcontractor and

owner, general contractor or higher-tier subcontractor. Any alterations to this agreement must be initialed and dated by an authorized representative of Mr. Crane.

12. DELAY - (a) Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials (or reasonable substitutes therefor), government restrictions, riot, civil commotion, weather, fire or other casualty, and all other causes beyond the reasonable control of Mr. Crane shall excuse Mr. Crane's performance for a period equal to such prevention, delay or stoppage, (b) Customer and/or Subcontractor hereby waives all claims against Mr. Crane for any delay or loss by reason of any shutdown or failure of the Equipment for any reason.

13. GROUND BEARING PRESSURES Customer and/or Subcontractor agree to observe and comply with the required ground bearing pressures for the Equipment specified by the Equipment manufacturer or as stated below, whichever is greater:

Crane	Size	Max. Outrigger Force	Crane	Size	Max. Outrigger Force	Crane	Size	Max. Outrigger Force
T340-1XL	40T	65,000 lbs.	GMK6350	350 T	292,800 lbs.	RT890	90T	125,000 lbs.
LTM1080-1L	100 T	125,000 lbs.	LTM1400-7.1	500 T	387,900 lbs.	RT9130	130T	166,000 lbs
TMS9000E	110 T	109,000 lbs.	RT780	80T	120,000 lbs.	RT9150	150T	166,000 lbs.
LTM1220-5.x	265 T	265,300 lbs.	RTC8090-II	90T	108,000 lbs.	Contact Mr. Crane for maximum crane ground bearing pressure requirements for all cranes not listed		
GMK5275	275 T	214,100 lbs.	GR-900XL	90T	110,500 lbs			