



Crane Works, L.P. (Lessor)

SHORT TERM RENTAL AGREEMENT

**ARIZONA
COLORADO
NEW MEXICO
MONTANA
OREGON**

LESSEE NAME	DAY OF WEEK
JOB LOCATION	OPERATOR
WORK DONE	OILER
JOB CONDITIONS, DAMAGES, LOSSES	DRIVER
PO #	RIGGER
DATE:	OTHER

Equipment & Accessories Description/Model/Unit #	Replacement Value	Last Annual Inspection Date	Rental Rate		
			Per Month	Per Week	Per Day
	\$				
	\$				

Lessor hereby leases to Lessee the equipment and accessories identified above (the "Equipment"), and Lessee agrees to Lease and pay for such Equipment from Lessor, subject to the terms and conditions of this Lease, at the Rental Rate listed above. All Equipment shall remain in Lessee's possession and control at all times. The Equipment is to be located at _____.

AUTHORIZATION TO START WORK

Lessee Name: _____
By: _____
Authorized Signature

Maxim Crane Works, L.P.
By: *Don E. Goebel*
Authorized Signature
Don E. Goebel, VP & General Counsel
Name and Title

Lessee verifies signal person(s) and riggers are qualified as defined and required by OSHA Regulations, 29 CFR 1926,1425 & 1428. Documentation is available on site: _____ (Initial)

THE TERMS AND CONDITIONS GOVERNING THIS AGREEMENT AS DESCRIBED ON THE FRONT AND BACK SIDES ARE UNDERSTOOD, AGREED TO AND ARE INCORPORATED BY REFERENCE. LESSEE IS PLACED ON NOTICE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE CONTAIN PROVISIONS THAT, AMONG OTHER THINGS, REQUIRE LESSEE TO INDEMNIFY OTHERS, INCLUDING LESSOR, FROM LESSEE'S AND LESSOR'S NEGLIGENCE; WAIVE ALL JURY TRIALS; AND ELIMINATE WARRANTIES.

CUSTOMER NUMBER	WRITE UP #	SALESMAN	UNIT #	LOAD WEIGHT (S)	TONNAGE	JOB#

	FROM	TO	HOURS	RATE	COST
TRAVEL IN/FREIGHT	A.M. P.M.	A.M. P.M.			
ASSEMBLY	A.M. P.M.	A.M. P.M.			
WORK	A.M. P.M.	A.M. P.M.			
LUNCH	A.M. P.M.	A.M. P.M.			
DISASSEMBLY	A.M. P.M.	A.M. P.M.			
TRAVEL OUT/FREIGHT	A.M. P.M.	A.M. P.M.			
RIGGER CHARGE	A.M. P.M.	A.M. P.M.			
LABOR ONLY	A.M. P.M.	A.M. P.M.			
OVERTIME	A.M. P.M.	A.M. P.M.			
DOUBLE TIME	A.M. P.M.	A.M. P.M.			
SUBSISTENCE	A.M. P.M.	A.M. P.M.			
OTHER WORK	A.M. P.M.	A.M. P.M.			
FUEL SURCHARGE					
SAFETY	A.M. P.M.	A.M. P.M.			

HAVE SIGNED AT END OF DAY	AUTHORIZED SIGNATURE	SUB-TOTAL
	DATE	SALES TAX
AGREEMENT #		TOTAL DUE

Terms And Conditions

Maxim Crane Works, L.P. ("Lessor") leases to Lessee the equipment (the "Equipment") described on the reverse side and shall arrange for operational personnel for the Equipment, subject to the following:

1. Control, Supervision and Operation of Equipment, Operators and/or Crew: Lessee agrees that the Equipment and all persons operating or maintaining such Equipment, including Lessor's employees, agents or independent contractors, are under Lessee's exclusive jurisdiction, possession, supervision, and control. Lessee is responsible for providing competent and experienced site supervisors and lift directors to oversee job site and lifting operations as set forth in **ASME/ANSI 30.5-3.1.3**, et. seq. (amended 2007). Lessee is responsible for providing Lessor accurate load weights and accepts all liability resulting from its failure to do so. Lessee assumes responsibility, control of, and supervision for rigging, hooking and unhooking loads. Lessee agrees to provide competent and qualified signal persons to direct Lessor's equipment operators. Lessor's work does not include rigging, signaling, hooking or unhooking the loads (except where and to the extent Lessor's employees or designated subcontractors are used as agreed in writing by the parties hereto). Lessee is responsible to ensure the Equipment shall be operated in a safe and lawful manner at all times, and in accordance with the manufacturer's operator's manual, OSHA, MSHA and ANSI Standards (including, but not limited to, the Standard Crane and Derrick Signals in accordance with **ASME/ANSI B30.5-3.3** (amended 2007)). The operation of the Equipment shall not exceed the manufacturer's safety requirements and rated load capacities. If the Equipment is a crane, it is to be used as a lift crane ONLY. Demolition, dynamic compaction, pile driving, and clamming work require additional documentation and equipment authorized only by Lessor. Equipment shall not be used when overloaded, or to carry persons or property for hire.

2. Compliance with Laws and Standards: Lessee shall comply with and conform to all laws, regulations, ordinances, rules and orders of any governmental entity relating to the possession, transportation and use of the Equipment, including but not limited to, all OSHA laws and regulations. Lessee shall also comply with all applicable ANSI Standards. Lessee shall indemnify, defend and save Lessor harmless against actual or asserted violations thereof while the Equipment is under the Lessee's possession, control and supervision.

3. Title: All of the Equipment shall remain the property of Lessor at all times. Lessee shall keep the Equipment free from any and all liens, encumbrances and claims whatsoever, and shall not perform or permit any act that may encumber or impair Lessor's title or rights in the Equipment. Upon Lessor's request, Lessee shall promptly execute and/or deliver to Lessor all documentation (such as estoppel certificates or a landlord waiver), as Lessor deems necessary or appropriate for the preservation, perfection, preservation or enforcement of Lessor's interests in the Equipment and Lessor's rights under this Lease, and if Lessee fails to do so, Lessor may execute such documents on Lessee's behalf and in Lessee's name.

4. INDEMNIFICATION: LESSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LESSOR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MANAGERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES AND AGENTS ("INDEMNITEES") FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, SUITS, DEMANDS, INVESTIGATIONS, OBLIGATIONS, JUDGMENTS, LOSSES, COSTS, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES, INCLUDING ATTORNEY FEES, WHICH ARE INCURRED BY, ACCRUED, ASSERTED, OR MADE AGAINST, OR RECOVERABLE FROM ANY OF THE INDEMNITEES ARISING FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, THE LESSEE'S ACCEPTANCE, POSSESSION, TRANSPORT, USE, OPERATION, OR CONTROL OF THE EQUIPMENT OR OPERATOR, WHETHER OR NOT THE SAME ARISES FROM DAMAGE TO PROPERTY (REAL OR PERSONAL), INJURY OR DEATH TO PERSONS INCLUDING BUT NOT LIMITED TO LESSEE'S EMPLOYEES, AGENTS AND REPRESENTATIVES, FAILURE TO COMPLY WITH APPLICABLE LAWS, REGULATIONS AND ORDINANCES, EQUIPMENT CONDITION, LOSS OF USE OR SEIZURE OF EQUIPMENT, OR OTHERWISE. THE DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS INDEMNITEES EXISTS WHETHER OR NOT BASED IN PART UPON THE ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE OF INDEMNITEES, EXCLUDING ONLY THE SOLE NEGLIGENCE OF INDEMNITEES. LESSEE'S OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THIS RENTAL AGREEMENT. IT IS EXPRESSLY AGREED THAT THIS INDEMNIFICATION CLAUSE APPLIES TO BOTH THIRD-PARTY CLAIMS AND ALL CLAIMS BETWEEN LESSOR AND LESSEE. LESSEE EXPRESSLY AGREES TO WAIVE ANY WORKERS' COMPENSATION IMMUNITY IT MAY OTHERWISE HAVE. IN JURISDICTIONS IN WHICH THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION IS BROADER THAN THAT ALLOWED BY APPLICABLE LAW, THIS SECTION SHALL BE INTERPRETED AS PROVIDING THE BROADEST INDEMNIFICATION PERMITTED AND SHALL BE LIMITED ONLY TO THE EXTENT NECESSARY TO COMPLY WITH SAID LAW.

5. NO WARRANTIES: LESSOR EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE POSSESSION, TRANSPORT, USE, OPERATION, CONTROL, MAINTENANCE AND/OR REPAIR OF THE EQUIPMENT, OR ANY LOSS, DAMAGE OR INJURY RESULTING THEREFROM.

6. Rent Adjustments: Rent shall be subject to adjustment for excess hours of usage, operator and/or crew time in accordance with the rental rate shown on the face of this Lease, custom in the area where the Equipment is used, or by any applicable collective bargaining agreement, as the case may be. Lessee shall not be entitled to any abatement, deduction, reduction, set-off, counterclaim, recoupment or defense against rent for any reason, including any non-working time of the Equipment. **LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE RENTAL AGREEMENT.**

7. Payment: All rent and any other amounts required hereunder shall be due in full upon billing. In addition to the Equipment Rental Rate, Lessee shall pay:

- all transportation, freight, demurrage, storage, switching, drayage, rigging, trucking or other such charges (including but not limited to, fuel costs and taxes, mileage charges, weight and road use permits, highway taxes and any other IFTA taxes).
- all taxes, levies, assessments, fees and other public charges against or upon any of the Equipment, including, but not limited to, personal property taxes, if applicable.
- all fines, penalties, forfeitures, court costs, expenses and attorney's fees arising with respect to Lessee's possession, transportation or use of the Equipment, including but not limited to any parking, traffic or other violations assessed against the Equipment, Lessor or Lessee.
- Lessor's costs and expenses, including reasonable attorney's fees (unless prohibited by law), incurred in enforcing this Lease, collecting any amounts due hereunder, or in repossessing the Equipment.
- In the event of an accident resulting in damage to the Equipment arising from the acts, omissions, misfeasance or malfeasance of Lessee, including, but not limited to Lessee's employees, agents, representatives, subcontractors or independent contractors, Lessee shall be responsible for costs of repairs and related expenses, all consequential damages including, but not limited to, loss of use of equipment, loss of profits and all attorney's fees incurred recovering such damages.

Any payments more than 30 days past due hereunder shall bear interest at the rate of 1.5% per month or the maximum amount allowed by law, whichever is higher.

8. Default: Time is of the essence with respect to Lessee's performance of its obligations under this Lease. If Lessee fails to pay when due any rent payment or other amount required herein to be paid by Lessee, or if Lessee makes an assignment for the benefit of creditors, whether voluntary or involuntary, or if a petition is filed by or against Lessee under the bankruptcy laws of the United States, or if Lessee fails to observe or perform any other covenant or requirement of this Lease, which failure is not cured to Lessor's satisfaction within five (5) days after the Lessor's notice to Lessee thereof, in addition to other remedies Lessor may exercise to protect its interest, **LESSEE AGREES THAT LESSOR MAY TAKE POSSESSION OF ANY OR ALL ITEMS OF EQUIPMENT, WHEREVER THESE ITEMS MAY BE LOCATED, WITHOUT DEMAND OR NOTICE, WITHOUT ANY COURT ORDER OR OTHER PROCESS OF LAW, AND WITHOUT LIABILITY TO LESSEE FOR ANY DAMAGES OCCASIONED BY SUCH TAKING OR POSSESSION.**

9. Accidents/Notice: Lessee shall immediately notify Lessor of any accident involving personal injury and/or property damage (including to the Equipment) arising from the transportation, possession, use, supervision or control of the Equipment. Lessee shall immediately deliver any summons, pleading, notice, or paper of any kind involving any claim, suit or proceeding relating to any accident or event involving the Equipment. Lessee shall not aid or abet the assertion of any such claim, suit or proceeding, and shall fully cooperate with Lessor in investigating and defending the same. Lessor shall have immediate access to, and right of retrieval and repair of, the Equipment, at the Lessee's cost.

10. Access & Site Conditions: Lessee shall provide Lessor with proper ingress to and egress from the job site and provide protection of all paving, curbs, real estate, structures and/or improvements and Lessee shall be responsible for all damage to any paving, curbs, real estate, structures and/or Improvements caused by Lessee's failure to provide proper ingress and egress. Lessee is responsible for providing an operating area that is suitable for operation of the crane with respect to levelness, surface conditions, support capability, proximity to powerlines, excavations, slopes, underground utilities, subsurface conditions, and obstructions to crane operations. Lessor shall have immediate access to and the right to retrieve and repair any Equipment used in the lifting operation and shall be entitled to enter upon Lessee's property at any time for those purposes even in the event of a strike affecting Lessee's facility or property. Lessee 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, Lessee shall take all necessary measures to insure 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.

11. Jury Waiver: UNLESS PROHIBITED BY LAW, LESSEE AND LESSOR EACH KNOWINGLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, IN RESPECT OF, ARISING OUT OF, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM (OR AS TO ANY THIRD PARTIES) IN CONNECTION WITH THIS LEASE, ANY OTHER DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE PARTIES' CONDUCT.

12. No Assignment or Sub-Lease: This Lease may not be assigned by Lessee and the Equipment may not be offered by Lessee for use or sublet to any other person or entity without Lessor's prior written consent (which consent may be withheld for any reason). Any such consent shall not release Lessee from any obligations under this Lease.

13. Lifting Lugs, Rigging and Apparatus: Lessee assumes all responsibility and liability to ensure the adequacy of design and strength of any lifting lug or device embedded in or attached to any object, and of any and all rigging or lifting apparatus failures or defects (even if such rigging or lifting apparatus is supplied by Lessor to Lessee).

14. MSDS Requirements: Lessee shall provide Lessor, upon delivery of the Equipment to the job location, with copies of material safety data sheets (MSDS) for all hazardous chemicals in use at said job location, or make such MSDS available at a central location at the job site, in order that Lessor may comply with the requirements of all applicable local, State and Federal laws and regulations, including OSHA regulations, regarding hazard communication. Furthermore, Lessee shall inform Lessor of all precautionary measures that need to be taken to protect the Equipment operators and/or crew during normal operating conditions and in foreseeable emergencies.

15. Full Agreement; Governing Law; Waiver; Severability: This Lease constitutes the full agreement of Lessor and Lessee. Any changes to this Lease must be evidenced in writing signed by Lessor and Lessee. This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns. The law of the state of the jobsite location shall govern this Lease. Headings are provided for convenience only, not for interpretation of this Lease. Lessor and Lessee are independent contractors, and Lessee shall not be deemed to be the agent, servant or employee of Lessor for any reason or purpose. No failure of Lessor to enforce performance of any terms or covenants, or to exercise or delay in exercising any right, under this Lease shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. If any provision of this Lease is held to be invalid or illegal by a Court of competent Jurisdiction, the invalid or illegal term will be deemed excluded from this Lease and will not invalidate the remaining terms of this Lease.