



SHORT TERM SERVICE AGREEMENT

**CALIFORNIA
WASHINGTON
UTAH
IDAHO**

Date
Write Up #
P.O. #

Customer Name: _____

Customer Address: _____

Job Name: _____

Job Address: _____

AUTHORIZATION TO START WORK

Customer Name: _____

By: _____
Authorized Signature

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

Customer 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. CUSTOMER IS PLACED ON NOTICE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE CONTAIN PROVISIONS THAT, AMONG OTHER THINGS, REQUIRE CUSTOMER TO INDEMNIFY OTHERS, INCLUDING MAXIM, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW; WAIVE ALL JURY TRIALS; AND ELIMINATES WARRANTIES.

DESCRIPTION	FROM		TO		OUT	HOURS	
	A.M.	P.M.	A.M.	P.M.			
Travel/Portal.							
Boom Assembly							
Permit Stand By							
Work							
Boom Disassembly							
Permit Stand By							
Travel Portal							
Remarks						TOTAL NET HOURS	

HAVE SIGNED AT END OF DAY

Customer Name: _____

By: _____
The above hours are verified to be correct. Authorized Signature

Operator:	Oiler:
Equipment # :	Boom Length Jib Length:
Accessorial Eq.:	Load Weight(s):

WORK PERFORMED (COMMENTS)

ACCOUNTING DEPARTMENT ONLY – DO NOT WRITE IN THIS BLOCK

ITEM	HOURS	RATE	AMOUNT
Crane #			
Tonnage			
Crew Time			
Crew Overtime			
Double Time			
Subsistence			
Portal			
Accessory Haul/Pickup			
Permits			
TOTAL CHARGES			

PAYROLL DEPARTMENT ONLY – DO NOT WRITE IN THIS BLOCK

EMP hours	TOTAL hours	8. .T hours	O.T. hours	D.T. hours	D.T. hours	Sub	Pay

Terms and Conditions

Maxim Crane Works, L.P. ("Maxim") agrees to perform the lifting operation, requested by Customer, subject to the following:

1. Control, Supervision and Operation of Equipment, Operators and/or Crew: Customer agrees that the Equipment and all persons operating or maintaining such Equipment, including Maxim's employees, agents or independent contractors, are under Customer's exclusive jurisdiction, possession, supervision, and control. Customer is responsible for providing overall job site safety. Customer is responsible for providing a competent and experienced site supervisor and lift director to oversee jobsite and lifting operations as set forth in **ASME/ANSI 30.5-3.1.3**, et. seq., (as amended 2007). Customer is responsible for providing Maxim accurate load weights and accepts all liability resulting from its failure to do so. Customer assumes responsibility, control of, and supervision for rigging, hooking and unhooking loads. Customer agrees to provide competent and qualified signal persons to direct Maxim's equipment operators. Maxim's work does not include rigging, signaling, hooking or unhooking the loads (except where and to the extent Maxim's employees or designated subcontractors are used as agreed to in writing by the parties hereto). Customer 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** - as 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 clamping work require additional documentation and equipment authorized only by Maxim. If Equipment is furnished with an operator, the services of such operator will be performed under the complete direction and control of Customer and operator shall be considered Customer's employee for all purposes other than the payment of wages, worker's compensation, and their benefits.

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

3. Title: Any Equipment used to perform the lifting operation shall remain the property of Maxim at all times. The Customer 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 Maxim's title or rights in the Equipment. Upon Maxim's request, Customer shall promptly execute and/or deliver to Maxim all documentation (such as estoppel certificates or a landlord waiver), as Maxim deems necessary or appropriate for the preservation, perfection or enforcement of Maxim's interests in the Equipment and Maxim's rights under this Service Agreement, and if Customer fails to do so, Maxim may execute such documents on Customer's behalf and in Customer's name.

4. Indemnification: TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA CIVIL CODE SECTION 2782 OR OTHER APPLICABLE LAW, CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS MAXIM, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, 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 (COLLECTIVELY, "CLAIM" OR "CLAIMS") 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 CUSTOMER'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 CUSTOMER'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, TO THE EXTENT CAUSED IN WHOLE OR IN PART BY CUSTOMER OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CUSTOMER OR ANYONE FOR WHOSE ACTS CUSTOMER MAY BE LIABLE; PROVIDED HOWEVER, CUSTOMER SHALL HAVE NO OBLIGATION TO DEFEND, INDEMNIFY, OR HOLD HARMLESS AN INDEMNITEE WITH RESPECT TO A CLAIM TO THE EXTENT THAT THE APPLICABLE CLAIM ARISES OUT OF, PERTAINS TO, OR RELATES TO THE ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEE. CUSTOMER'S OBLIGATION TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS SERVICE AGREEMENT. IT IS EXPRESSLY AGREED THAT THIS INDEMNIFICATION CLAUSE APPLIES TO BOTH THIRD-PARTY CLAIMS AND ALL CLAIMS BETWEEN MAXIM AND CUSTOMER. CUSTOMER EXPRESSLY WAIVES ANY AND ALL WORKERS' COMPENSATION IMMUNITY IT MAY OTHERWISE HAVE.

5. Payment Adjustments: Payments under this Service Agreement shall be subject to adjustment for excess hours of operator and/or crew time and/or excess hours of usage of the Equipment in accordance with the rates agreed to at the time of the order, custom in the area where the lifting operation occurs, or by any applicable collective bargaining agreement, as the case may be. Customer shall not be entitled to any abatement, deduction, reduction, set-off, counterclaim, recoupment or defense against payment for any reason. **MAXIM SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE SERVICE AGREEMENT.**

6. Payment: All payments required hereunder shall be due in full upon billing. In addition to the rates shown on the face of this Service Agreement, the customer shall pay the following arising in connection with this Service Agreement:

- All demurrage, storage, switching, and drayage.
- All taxes, levies, assessments, fees and other public charges assessed as a result of this Service Agreement including tangible personal property taxes if applicable.
- All judgments, awards, fines, penalties, forfeitures, court costs, expenses, attorneys' fees (unless prohibited by law) incurred by Maxim in accordance with Item 4 above.
- Maxim's costs and expenses, including reasonable attorney's fees (unless prohibited by law), incurred in enforcing this Service Agreement and/or collecting any amounts due hereunder.
- In the event of an accident resulting in damage to the Equipment arising from the acts, omissions, misfeasance or malfeasance of Customer, including, but not limited to Customer's employees, agents, representatives, subcontractors or independent contractors, Customer shall be responsible for costs of repairs and related expenses, all consequential damages including, but not limited to, loss of use of the equipment, loss of profits and all reasonable attorney's fees incurred in 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).

7. Default: Time is of the essence with respect to Customer's performance of its obligations under this Service Agreement. If Customer fails to pay when due any payment or other amount required herein to be paid by Customer, or if Customer makes an assignment for the benefit of creditors, whether voluntary or involuntary, or if a petition is filed by or against Customer under the bankruptcy laws of the United States, or if Customer fails to observe or perform any other covenant or requirement of this Service Agreement, which failure is not cured to Maxim's satisfaction within five (5) days after Maxim's notice to Customer thereof, in addition to other remedies Maxim may exercise to protect its interest, **CUSTOMER AGREES THAT MAXIM 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 CUSTOMER FOR ANY DAMAGES OCCASIONED BY SUCH TAKINGS OR POSSESSION.**

8. Notice: Customer shall immediately notify Maxim of any event or occurrence involving personal injury and/or property damage of any kind relating to Maxim personnel or Equipment. Customer shall immediately deliver to Maxim any summons, pleading, notice or paper of any kind involving any claim, suit or proceeding relating to any event or occurrence involving Maxim personnel or Equipment. Customer shall not aid or abet the assertion of any such claim, suit or proceeding, and shall fully cooperate with Maxim in investigating and defending the same.

9. Access & Site Conditions: Customer shall provide Maxim with proper ingress to and egress (from the job site and provide protection of all paving, curbs, real estate, structures and/or improvements and Customer shall be responsible for all damage to any paving, curbs, real estate, structures and/or improvements caused by Customer's failure to provide proper ingress and egress. Customer is responsible for providing an operating area that is suitable for operation of the Equipment with respect to levelness, surface conditions, support capability, proximity to powerlines, excavations, slopes, underground utilities, subsurface conditions, and obstructions to Equipment operations. Maxim 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 Customer's property at any time for those purposes even in the event of a strike affecting the Customer's facility or property. Customer 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, Customer 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.

10. Jury Waiver: UNLESS PROHIBITED BY LAW, MAXIM AND CUSTOMER 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 AGREEMENT, ANY OTHER DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE PARTIES' CONDUCT.

11. Assignment or Transfer: This is a personal service agreement that neither Maxim nor Customer may assign or transfer to a third party without the combined prior written consent of both parties hereto (which consent may be withheld for any reason). Any such consent shall not release Customer from any obligations under this Service Agreement.

12. Lifting, Lugs, Rigging and Apparatus: Customer assumes all responsibility and liability to ensure adequacy of the 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 Maxim to Customer).

13. MSDS Requirements: Customer shall provide Maxim, upon delivery of the Equipment to the job location, 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 Maxim may comply with the requirements of all applicable local, state and Federal laws and regulations, including but not limited to, OSHA regulations regarding hazardous materials. Furthermore, Customer shall inform Maxim of all precautionary measures that need to be taken to protect the operators and/or crew or other personnel during normal operating conditions and in foreseeable emergencies.

14. No Warranties: MAXIM EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. MAXIM 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.

15. Full Agreement; Governing Law; Waiver; Severability: This Service Agreement constitutes the full agreement between Maxim and Customer. Any changes to this Service Agreement must be in writing signed by Maxim and Customer. No conduct by either party to this Service Agreement shall be deemed a modification of this Service Agreement. This Service Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permissible assigns. The laws of the state of the jobsite location shall govern this Service Agreement. Headings are provided for convenience only, and not for interpretation of this Service Agreement. Maxim and Customer are independent contractors of each other and Customer shall not be deemed to be the agent, servant or employee of Maxim for any reason or purpose. No failure of Maxim to enforce performance of any terms or covenants, or failure to exercise or delay in exercising any right under this Service Agreement 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 Service Agreement is held to be invalid or illegal by a court of competent jurisdiction, the invalid or illegal term will be deemed excluded from this Service Agreement and will not invalidate the remaining terms of this Service Agreement.