

TERMS AND CONDITIONS OF RENTAL CONTRACT WITH LIFTING GEAR HIRE CORPORATION

1. For good and valuable consideration, you and Lifting Gear Hire Corporation, an Illinois corporation ("LGH") agree as follows: As used herein, "Page 1" refers to the Delivery Ticket, Quote, or Order Confirmation provided to you by LGH; "Contract" refers to Page 1 together with these Terms and Conditions of Rental Contract. "Rented Item(s)" or "Item(s)" means the item(s) rented (or if applicable, sold) to you, as identified on Page 1 (including any "Instructions" described in Section 5 below); "Site" means the Delivery Address or Job Site set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Lessor," "we," "us" and "our" mean LGH.

2. You agree to rent from LGH and LGH agrees to rent to you the Rented Item(s) for the period commencing on the date and time the Item(s) is/are delivered or made available to you by LGH (the "Commencement Date") until the later of: (a) the end of the 7th day following the Commencement Date, or (b) the date and time the rental is terminated by either you or LGH, and LGH provides to you an "off-rental" release number (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by LGH. All rental rates are for normal use of the Rented Item(s) in accordance with the terms hereof and the "Instructions" described in Section 5. No allowance will be made for weekends, holidays, or period(s) of nonuse. You agree: (a) to pay to LGH: (i) any deposit specified on Page 1 in advance of the Term ("Deposit"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Deposit; (ii) no interest will accrue on any Deposit; (iii) no Deposit will be deemed a limit of your liability to LGH; and (iv) all Deposits are non-refundable unless otherwise specifically agreed in writing by LGH. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and become the property of LGH.

3. If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless LGH. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

4. You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay LGH: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required herein; and (b) any and all costs and expenses LGH may incur in connection with your failure to do so.

5. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by LGH) and inspected solely by you; and (b) you: (i) have received, read and understood all necessary training, instructions, user manuals, maintenance requirements, and other information, if any (including without limitation, all training required under applicable EPA, OSHA, ASSE, ACRP and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including EPA Tier 4 regulations, to the extent applicable); (iii) have been made aware of the need to use all recommended and required safety equipment (including personal fall protection devices); (iv) will use each item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and have obtained, or will timely obtain, all necessary licenses, permits, authorizations and approvals from, all applicable governmental authorities; (vi) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (vii) will ensure that all other authorized users comply herewith.

6. In the event of a "Malfunction" (as defined in Section 5), you will immediately notify LGH, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as reasonably possible; or (c) return any unused Deposit and cancel this Contract with respect to the Malfunctioning Item. **The foregoing remedies are EXCLUSIVE. Neither LGH nor any Owner will have any other obligation(s) regarding Malfunctions, all of which you waive.**

7. Except with respect to Rented Items which we rent from one or more third parties (each, an "Owner") and then re-rent to you ("re-rented items"), we own and will retain title to all Rented Items at all times. Your only right with respect to the Rented Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any such Item. **You may not transfer, sublease or assign any Rented Item or this Contract without the prior written consent of LGH, and if applicable, the Owner of any re-rented Item(s).** LGH may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee, and that such assignee shall not be responsible for, any pre-existing obligations or liabilities of LGH.

8. **WARNINGS: CRANES, WINCHES, RIGGING, AND EQUIPMENT USED FOR PULLING, JACKING, TOWING, HAULING AND MATERIAL HANDLING IS/ARE INHERENTLY DANGEROUS, MAY MOVE, SHIFT, TIP, OVERTURN OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN, AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE, ONLY FOR THEIR ITS/THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, CERTIFIED, AND IF APPLICABLE, LICENSED, INDIVIDUALS (see Section 9 hereof). YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL OPERATORS OF THE ITEM(S) REFERENCED HEREIN, and ensure that each such Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by LGH on a case-by-case basis, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules and regulations, at all times.**

9. **CERTIFICATIONS: VARIOUS FEDERAL, STATE AND/OR LOCAL JURISDICTIONS, INCLUDING WITHOUT LIMITATION, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION ("OSHA"), THE STATES OF NEW YORK, NEW JERSEY, PENNSYLVANIA, MASSACHUSETTS, CONNECTICUT AND RHODE ISLAND, AND THE CITIES OF NEW YORK, NY AND PHILADELPHIA, PA, REQUIRE (OR IN THE FUTURE, MAY REQUIRE) THAT ALL CRANE OPERATORS BE CERTIFIED BY ONE OR MORE PUBLIC, PRIVATE, AND/OR MILITARY CERTIFICATION AUTHORITIES.** You agree to fully and timely comply with all applicable laws, rules, standards, regulations, guidelines and ordinances pertaining to each Rented Item (including without limitation, all applicable crane operator standards, rules, regulations, and certification requirements). Without limiting the generality of the foregoing, YOU WILL ENSURE THAT: (A) **ONLY INDIVIDUALS WHO MAINTAIN CURRENTLY VALID AND APPROPRIATE LICENSES AND CERTIFICATIONS FROM ALL APPLICABLE GOVERNMENTAL AUTHORITIES AND/OR OTHER ISSUING BODIES OPERATE OR HAVE ACCESS TO ANY CRANE(S), RIGGING, VEHICLE(S) AND/OR OTHER POTENTIALLY DANGEROUS ITEM(S) OBTAINED FROM LGH OR ANY OWNER;** and (B) all United States Department of Transportation ("USDOT") requirements (including properly affixing your USDOT number(s) to any and all rented commercial vehicles) are fully and timely satisfied.

10. **LGH IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "AS-IS", EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW. NEITHER LGH NOR ANY OWNER, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF LGH OR ANY OWNER, NOR DOES LGH OR ANY OWNER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY LGH OR ANY OWNER CONSTITUTE REPRESENTATIONS OR WARRANTIES.**

11. **INDEMNITY/HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S), WHETHER OR NOT YOUR FAULT; AND (B) YOU HEREBY RELEASE AND DISCHARGE LGH AND ALL OWNER(S) FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS LGH AND SUCH OWNER(S), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH (I) ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES, AND (II) ANY NEGLIGENCE OR CLAIMED NEGLIGENCE OF LGH. Additionally, you hereby waive any and all rights and remedies available under the Uniform Commercial Code as adopted in Illinois, as well as all incidental, consequential, special, and punitive damages, against LGH and each Owner.**

12. You agree to maintain such policies of insurance, with such insurers, as LGH deems necessary, but in any event, at least: (a) liability insurance coverage with minimum limits of at least \$2,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full new replacement value thereof (each being specifically scheduled or within the limits of your Leased/Rented Equipment Floater, and including without limitation, cranes, boom damage, and loss occasioned by flood); and (c) Workers' Compensation Insurance satisfying the laws of the state(s) which has/have jurisdiction over your employees. Such policies shall: (i) name LGH as an additional insured and loss payee (other than with respect to workers' compensation insurance); (ii) be deemed to waive subrogation against LGH; and (iii) be primary (LGH's insurance will be excess). **IF YOU FAIL TO FULLY AND TIMELY COMPLY HERewith, LGH MAY, AT ITS OPTION TO THE EXTENT PERMITTED UNDER APPLICABLE LAW (BUT WITHOUT BEING REQUIRED TO DO SO) OBTAIN OTHER INSURANCE MEETING THE FOREGOING REQUIREMENTS AND CHARGE YOU FOR IT (ALL OF WHICH CHARGES YOU AGREE TO PAY TO LGH IMMEDIATELY UPON DEMAND).**

13. If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to LGH; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver, if offered by LGH), you will be in default, whereupon, LGH may without notice or liability to you, to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable any Item(s) referenced herein without being guilty of trespass, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless LGH); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity.

14. To the maximum extent permitted under applicable law, LGH will be entitled to a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used. LGH may, without notice or liability to you, inspect any Rented Item(s) at any time. If any performance required of LGH is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond LGH's reasonable control), LGH will be excused from such performance. You waive the benefits of all statutes of limitations regarding LGH's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize LGH to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all offsets, chargebacks, and other associated claims. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Except only as set forth herein, this Contract cannot be further amended or extended except in a writing signed by both you and LGH. **LGH's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the subject matter of this Contract, and that allocation is reflected in a reduced Rent. You will pay: (a) our attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. Neither LGH's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy LGH may have. **Your duties hereunder are UNCONDITIONAL.**

15. This Contract, and any Addenda provided by LGH, represent the entire agreement between you and LGH, superseding all other oral and written agreements and representations (including LGH's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto, other than the Owner(s) of any re-rented Item(s). **This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from LGH at any time (except only as otherwise agreed by LGH).** This Contract (a) has been specifically negotiated by the parties hereto (each waiving any right to claim it constitutes an "adhesion contract"); (b) cannot be modified except as provided herein or as agreed in writing by LGH; and (c) shall be interpreted under the laws of the State of Illinois, with proper venue for any and all associated legal proceedings lying solely in the federal and state courts located in or nearest to Cook County, IL. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

16. Any item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "AS-IS" and "WITH ALL FAULTS," and are subject to the terms hereof, *mutatis mutandis*. All Item(s) not identified as "Sale Items" on Page 1 will be deemed "Rented Item(s)."

17. **WARNING: FAILURE TO RETURN RENTED PROPERTY CAN, IN CERTAIN CIRCUMSTANCES, BE CONSIDERED A THEFT, RESULTING IN CRIMINAL PROSECUTION. YOUR ATTENTION IS DIRECTED TO ILCS, Ch. 720, Art. 5, §§16-1.1, 16-3 and 16A-3(h), et seq.**

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE