

LANE'S CRANE SERVICE

NEED A CRANE, CALL LANE

Contract No:

1024-26 Springbrook Avenue
Moosic, PA 18507

(570) 457-7314
Fax (570) 457-6628
www.lanescraneservice.com

Date _____ P.O. No. _____ Job No. _____

Crane Company: **Lane's Crane Service Co.** Address: **1024-26 Springbrook Ave, Moosic, PA 18507**

Customer _____ Address _____

City _____ State _____ Zip _____

Equipment Provided _____ Equip # _____ Main Boom _____ Jib _____

Job Description _____ Site Location _____

Operator _____ Contact Person _____ Phone _____

Helper/s _____ Rigger/s _____

Notes:

The rates listed below shall apply to the following periods of use:

Daily:	\$ _____	per/hr for _____	hours minimum	_____
	\$ _____	per/hr for _____	overtime hours	_____
	\$ _____	per/hr for _____	hours	_____
	\$ _____	per/hr for _____	hours	_____
	\$ _____	per/hr for _____	hours	_____

Guaranteed minimum rental period is _____

Tolls/Permit Fees: \$ _____

The minimum agreed rental charge is \$ _____

Complete Mobilization \$ _____

Additional Fees: \$ _____

Comments: _____

Total Cost \$ _____

The Parties Agree as Follows: Customer hereby leases from Lane's Crane Service Co., at the rates herein stated, the above listed personal property together with accessories used in connection therewith. Equipment must be insured at the above stated Full Insurable Value.

THE TERMS AND CONDITIONS GOVERNING THIS RENTAL AS DESCRIBED ON THIS PAGE AND ON THE REVERSE SIDE ARE UNDERSTOOD AND AGREED TO. THE INDIVIDUAL SIGNING HAS BEEN GIVEN AUTHORITY TO EXECUTE THIS AGREEMENT. AS STATED BY LAW, LANE'S CRANE SERVICE CO. RECOGNIZES THAT ALL OPERATORS, RIGGERS, AND SIGNAL PERSONS, SHALL BE QUALIFIED PRIOR TO START OF ANY AND ALL OPERATIONS.

Customer certifies that the ground is capable of withstanding a minimum force of 5,700 pounds per square foot.

**HAVE SIGNED AT
START OF JOB**

Customer _____

Date _____ By _____

Signature of Customer's Authorized Representative

Print Name _____

Crane Company **Lane's Crane Service Co.**

Date _____ By _____

Signature of Lane's Crane Service Co. Authorized Representative

Time Left for Job _____ Time Left Job _____

Time Arrived on Job _____ Time Arrived Yard _____

Customer certifies that there have been no accidents involving any of the leased equipment. The terms and conditions governing this rental as described on this page and on the reverse side are understood and agreed to:

Customer _____

Date _____ By _____

Signature of Customer's Authorized Representative

Print Name _____

**HAVE SIGNED AT
END OF DAY**

TERMS AND CONDITIONS OF CONTRACT (PA & NY)

1(a).CUSTOMER AND/OR SUBCONTRACTOR INDEMNIFICATION OF CRANE COMPANY – It is the parties' intent that this contract comply with all applicable New York laws and to the fullest extent permitted by New York law, Customer and/or Subcontractor agrees to indemnify, hold harmless and defend Crane Company, its employees and agents, from claims for death or injury to persons, including Crane Company's employees, for loss, damage or injury to property, including the Equipment, arising in any manner out of Customer's and/or Subcontractor's operation. Customer's and/or Subcontractor's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer and/or Subcontractor shall not be required to indemnify or hold harmless Crane Company against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the Crane Company, its agents or employees or indemnitees, whether such negligence be in whole or in part. This restriction on indemnity shall not affect the validity of any insurance contract, workers' compensation agreement or other agreement issued by an admitted insurer. This paragraph shall not preclude Crane Company's requiring indemnification for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of a party other than the Customer, whether or not the Crane Company is partially negligent. The Customer's and/or Subcontractor's obligations hereunder shall further not be limited by the amount of their liability insurance and the purchase of such insurance for Crane Company 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 this 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 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 Equipment or other property or all of these.

In the event that the work hereunder is being performed in the State of Pennsylvania, the following indemnity and release provisions shall apply. Customer and/or Subcontractor agree to indemnify, defend, and hold harmless Crane Company, its employees and agents from all claims for death or injury to persons, including Crane Company's employees, for loss, damage or injury to property, including the Equipment, arising directly, indirectly or in any manner out of Customer's and/or Subcontractor's work and/or use of the Equipment and operator. 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. Further, Customer and/or Subcontractor shall be required to indemnify, defend and hold harmless Crane Company for Crane Company's own negligence or fault, including gross negligence, or that of the Crane Company or Crane Company's employees, agents or any other person. However, 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 acts, disability benefits acts, or other employee benefits acts, including but not limited to the Pennsylvania Worker's Compensation Act, 77P.S. § 481. Customer and/or Subcontractor waive any immunity provided pursuant to the Act and any immunities of any similar Act or statute. The Customer's and/or Subcontractor's obligation to indemnify Crane Company shall survive the termination of this agreement. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification and providing of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

2. INSURANCE – The Customer agrees to purchase the following insurance coverages prior to the Equipment's arrival on the job site. The Customer shall procure the following coverages for Crane Company: 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 coverages 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 primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Crane Company's insurance policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value 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 Crane Company; f) the Crane Company and all affiliated partnerships, joint ventures, corporations and anyone else who Crane Company is required to name as an additional insured, are to be included as additional insureds on all liability insurance policies, including excess/umbrella policies (ISO Forms CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04 and CG 20 34 03 97 must all be used). Customer shall name Crane Company as a Loss Payee on all insurance policies, and Customer shall provide all insurance certificates to Crane Company 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 Crane Company's policies, and the policies of anyone Crane Company is required to insure are excess over all of Customer's policies. In the event of loss, proceeds of property damage insurance on the equipment shall be made payable to Crane Company. Customer's agreements to indemnify and hold Crane Company 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 coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Crane Company's right to maintain any breach of contract action against the Customer. Customer 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 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 under this lease. It shall be the duty of Customer to give specific instructions and directions to all persons operating, repairing, and maintaining the leased Equipment. **Customer 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 further agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) specifications, and that ASME B30.5-2018 (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.** Customer specifically agrees that the Crane Company has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased Equipment. Crane Company may provide an operator with the Equipment. Customer may reject this operator; however, if operator is not rejected, the operator is under the Customer's exclusive direction and control and is Customer's agent, servant, and employee. The lease payments made by the Customer shall include the operator's wages, even though the operator's wages may be disbursed by the Crane Company. This lease is upon the agreement of the parties that Crane Company has no right to replace or substitute personnel except at the direction of and with the approval of Customer and that the Customer 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 selects to operate the leased Equipment. If the Equipment is damaged, involved in an accident, or made inoperable in any way, the Customer shall notify Crane Company 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 its original condition shall be paid by Customer. 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. Crane Company's failure to require strict performance by Customer of any of the lease provisions, or Crane Company's acceptance of late or partial performance hereunder shall not constitute a waiver of any prior defaults of Customer, nor of Crane Company'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 Crane Company'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 Crane Company. In the event that the Customer loans, sublets or allows a third party to use the crane and the services of the operator, Customer agrees to have said third party sign and agree to the terms of this contract.

4. CONDITIONS –GROUND/POWERLINES/RIGGING—The Customer hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked or operated. The 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 Equipment while in operation or otherwise. If the ground or soil condition is such that it cannot support the Equipment, the Customer shall take all necessary measures to ensure that these conditions are remedied prior to the Equipment 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 assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Customer 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 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 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 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 is required to provide any and all rigging to be used with the Equipment, chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire, are loaned to the Customer by the Crane Company for the Customer's convenience, and solely at the Customer's responsibility. Customer assumes responsibility for any defects in any rigging, whether the property of Customer or otherwise. Customer assumes the responsibility for damage to any load on hook due to a failure of the rigging. Customer assumes the responsibility for the method of rigging and agrees that all persons involved in the rigging process are under Customer's direct supervision and control. **Customer 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 direct supervision and control.**

5. 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 Crane Company that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.