

TERMS AND CONDITIONS OF AGREEMENT (WA)

For purposes of these Terms and Conditions, SNELL CRANE SERVICE, INC., dba **ENTER NAMED INSURED ON POLICY** is called "Rental Company" and the Contractor referred to on the reverse side is called "Contractor". Rental Company and Contractor agree as follows:

AUTHORITY TO SIGN: Any individual signing this Rental Agreement represents and warrants that he or she is of legal age; and has the authority and power to sign this Rental Agreement on their behalf or for the Contractor.

DEFENSE, INDEMNITY AND HOLD HARMLESS: IN CONSIDERATION OF AND IN EXCHANGE FOR THE USE OF LESSOR'S EQUIPMENT FOR THE PURPOSES OF LIFTING AND/OR HOISTING MATERIALS OR PROPERTY, TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR, ITS EMPLOYEES AND AGENTS, FROM ALL CLAIMS FOR DEATH OR INJURY TO PERSONS, INCLUDING LESSOR'S EMPLOYEES, FOR ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, OR LIABILITY ARISING IN ANY MANNER OUT OF LESSEE'S WORK AND/OR USE OF THE EQUIPMENT AND OPERATOR. LESSEE'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. LESSEE SHALL HAVE NO DUTY TO INDEMNIFY OR DEFEND LESSOR FOR DAMAGES ARISING OUT OF SUCH SERVICES OR OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY RESULTING FROM THE SOLE NEGLIGENCE OF THE LESSOR, ITS AGENTS OR EMPLOYEES. IN ACCORDANCE WITH RCWA 4.24.115, IF LIABILITY IS CAUSED BY OR RESULTING FROM THE CONCURRENT NEGLIGENCE OF (I) THE LESSOR OR LESSOR'S AGENTS OR EMPLOYEES, AND (II) THE LESSEE OR THE LESSEE'S AGENTS OR EMPLOYEES, THE INDEMNITY OBLIGATIONS SET FORTH HEREIN ARE VALID AND ENFORCEABLE ONLY TO THE EXTENT OF THE LESSEE'S NEGLIGENCE. FURTHER, THIS AGREEMENT SPECIFICALLY AND EXPRESSLY PROVIDES FOR AND WAIVES THE LESSEE'S IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW. THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES. IT HAS BEEN MUTUALLY AGREED BY THE PARTIES THAT LESSEE WAIVES THEIR IMMUNITY UNDER THE WORKER'S COMPENSATION ACT, TITLE 51 RCW, AS ALLOWED UNDER RCWA 4.24.115(B). THE PARTIAL INDEMNIFICATION OBLIGATION SET FORTH HEREIN 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 LESSEE UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS. THE LESSEE'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF THEIR LIABILITY INSURANCE, AND THE PROVIDING OF SUCH INSURANCE FOR LESSOR 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 PROVIDING OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.

CONTRACTOR INSURANCE COVERAGE -- The Contractor agrees to purchase the following insurance coverage's and to furnish to RENTAL COMPANY certificates of such insurance within ten days from the date of Contractor's execution of this agreement and before taking delivery of the equipment. These certificates should certify that the Contractor is protected on the work with Worker's compensation and employer's liability insurance, with limits at least the statutory minimum or \$1,000,000, whichever is greater; Primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; Excess/umbrella non-contributory insurance in the amount of \$5,000,000; Contractor's policy must be endorsed so that it is primary to all of RENTAL COMPANY's insurance policies. Inland marine/all-risk physical damage insurance to cover the full insurance 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. The valuation of the equipment is listed under the heading VALUE, and the parties agree that this is the actual value of the equipment for the purposes of fixing the equipment's insurable value; Contractor also agrees to insure the equipment with Boom Damage and Overload coverage. All policies are to be written by insurance companies acceptable to the RENTAL COMPANY; RENTAL COMPANY is to be included as an additional insured on all liability insurance policies, including umbrella/excess (ISO form CG 20 10 10 01 and ISO CG 20 37 10 01, CG 20 28 07 04, and CG 20 34 03 97 must be used); Contractor shall be name RENTAL COMPANY as loss payee on all insurance policies. Also, the RENTAL COMPANY is to be named as an additional insured on all liability insurance certificates. Contractor shall provide all such liability insurance certificates to RENTAL COMPANY; all policies shall be endorsed to require the insurer to give thirty (30) days advanced notice to RENTAL COMPANY prior to cancellation.

In the event of loss, proceeds of property damage insurance on the equipment shall be made payable to RENTAL COMPANY. Contractor's agreements to indemnify and hold 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 Contractor 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 RENTAL COMPANY's right to maintain any breach of contract action against Contractor

GROUND CONDITIONS -- The Contractor 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 Contractor 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 Contractor shall take all necessary measures to ensure that these conditions are remedied prior to the equipment being placed on that ground or soil.

POWER LINES: Contractor assumes all responsibility to protect the equipment and persons in or around the equipment from the danger of power lines. Contractor 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. Contractor 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, Contractor shall keep the equipment clear of such power lines at the distance required by OSHA and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Contractor shall be responsible for the insulating of any power lines, the grounding of all equipment and will be required to use other equipment designed to prevent electrocution. Further, the Contractor shall keep the equipment clear of such energized power lines at the distance required by OSHA any other safety regulations or standards.

INSPECTION OF EQUIPMENT: Contractor acknowledges that Contractor has inspected the Equipment prior to taking possession, therefore, finds that it in good working order and repair, and suitable for Contractor's needs. Contractor further acknowledges that Contractor has inspected the propulsion tank of vehicles, registered and licensed, or required to be registered and licensed, for use on any highway or public road use, prior to taking possession therefore, and such propulsion tank contained no dyed fuel. Contractor is familiar with the proper operation and use of each item of Equipment. Contractor has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the equipment to Contractor's towing vehicle, if any, RENTAL COMPANY is not responsible for any damage to Contractor's towing vehicle caused by detachable hitches or mirrors.

LIMITATION OF LIABILITY: In no such event shall RENTAL COMPANY be responsible to Contractor or any other party for any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, RENTAL COMPANY's failure to deliver the Equipment as required hereunder, or RENTAL COMPANY's failure to repair or replace non-working Equipment. Contractor acknowledges and assumes all risks inherent in the operation, use and possession of the equipment from the time the equipment is delivered to the Contractor until the equipment is returned to RENTAL COMPANY and will take all necessary precautions to protect all persons and property from injury or damage from the equipment.

USE OF EQUIPMENT: Contractor will not use or allow anyone to use the equipment (a) for an illegal purpose or in an illegal manner, (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Contractor agrees at Contractor's sole expense, to comply with all applicable municipal, state and federal laws, ordinances and regulators (including OSHA and the Internal Revenue Code) that may apply to the use of the Equipment. Contractor shall not insert or permit to be inserted any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for any use on any highway or other public road. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD RENTAL COMPANY HARMLESS FROM ANY AND ALL FINES, PENALTIES AND COSTS INCURRED BY RENTAL COMPANY DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Contractor agrees to check filters, oil, fluid levels, and tire air pressure, to clean and visually inspect the equipment daily and to immediately notify RENTAL COMPANY when equipment needs repair or maintenance. Contractor acknowledges that RENTAL COMPANY has no responsibility to inspect the equipment while it is in the Contractor's possession. RENTAL COMPANY shall have the right to replace the equipment with other similar equipment at any time and for any reason.

AERIAL LIFTS: Contractor agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI), and that ANSI/SAIA A92.22-2020 (and as amended) shall be used when operating the Equipment. Contractor agrees that all persons involved in the use and operation of the equipment meet the training requirements of ANSI/SAIA A92.24-2018.

DISCLAIMER OR WARRANTIES: RENTAL COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CONTRACTOR'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, RENTAL COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

MALFUNCTIONING EQUIPMENT: Should the equipment become unsafe, malfunction or require repair, Contractor shall immediately cease using the equipment and immediately notify RENTAL COMPANY. If such condition is the result of normal operation, RENTAL COMPANY will repair or replace the equipment with similar Equipment in working order, if such replacement Equipment is available. RENTAL COMPANY has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Contractor's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Equipment must be returned to RENTAL COMPANY location within 24 hours from the time of the defect in order to terminate rental charges.

RETURN OF EQUIPMENT/DAMAGED & LOST EQUIPMENT: After the expiration of the Rental Period, Contractor will return the equipment to RENTAL COMPANY in such condition and repair as when delivered by RENTAL COMPANY to Contractor, subject the reasonable wear and tear, as defined below. Contractor shall be liable for all damages to or loss of Equipment from the time the Equipment is delivered to the Contractor until the time in which the Equipment is retrieved or returned back to RENTAL COMPANY 's location. In case of the loss or destruction of any Equipment, or inability or failure to return same to RENTAL COMPANY for any reason whatsoever, Contractor will pay RENTAL COMPANY the full replacement list value together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Contractor shall pay RENTAL COMPANY the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. RENTAL COMPANY shall under no obligation to commence repair work until Contractor had paid to RENTAL COMPANY the estimated cost thereof.

REASONABLE WEAR AND TEAR: Reasonable wear and tear of the equipment shall mean only the normal duration of the equipment caused by ordinary and reasonable use on a one shift (8) hours per day, 40 hours per week basis). The following shall not be determined reasonable wear and tear (a) The damages resulting from lack of lubrications and inspection of improper fuel or maintenance of necessary oil, water and air pressure levels.(b) Except were RENTAL COMPANY expressly assumes the obligation to service or maintain the equipment, any damage resulting from the lack of servicing or preventative maintenance suggestive in the manufacturing operation and maintenance manual; (C) Damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the equipment. (d) Damage in the nature of dents, bending, tearing, staining, corrosion and misalignment to or of the equipment or any part thereof. (e) Wear resulting from use in excess of shifts for which rented and (f) any other damage to the equipment, which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the equipment shall be made to the reasonable satisfaction of RENTAL COMPANY and in a manner, which will not adversely affect the operation, manufacturers design or value of the equipment.

LATE RETURN: Contractor agrees that if the equipment is not returned by the end of the Rental Period, RENTAL COMPANY, in its sole discretion, may require Contractor to do any of the following; (a) continue to pay the rental rate(s) acceptable to the equipment as specified on the front page of this rental agreement (b) for periods less than 24 hours, pay the full day rental rate acceptable to the equipment, or (c) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the rental period.

TITLE/NOPURCHASE OPTION/NO LIENS: The rental agreement is not a contract of sale and title of equipment shall at all times remain with RENTAL COMPANY, unless covered by a specified supplemental agreement signed by RENTAL COMPANY. The Contractor has no option or right to purchase the equipment. Contractor shall keep the equipment free and clear of all mechanic and other liens encumbrances.

TIRE AND TUBE REPAIR OR REPLACEMENT: Repair or replacement of tires is the responsibility of the Contractor and is not included in the rental rate.

DEFAULT: Contractor shall be deemed to be in default shall Contractor in any way fail to pay any amount when do here under or to perform, observe or keep any provision of this rental agreement, or shall the Contractor become (insolvent) as defined here in, or shall RENTAL COMPANY except that Contractor may become more of the following, (a) terminate the rental period, (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefore, (c) RENTAL COMPANY employees or agents, without notice or legal process to enter upon Contractor's property and take all action necessary to retake an repossess the equipment in which the event the Contractor waives all claims for damages and losses, physical and pecuniary caused there by and shall pay all cost and expenses incurred by RENTAL COMPANY in retaking and reposing or (d) pursue any other remedies available by law. The Contractor shall be considered (insolvent) if the Contractor (1) shall generally not pay, or shall be unable to pay, or shall admit its inability or anticipated inability to pay its debts as such debts become due, or (2) shall make an assignment for the benefit for creditor or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its excesses or (3) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, where now or hereafter in effect or (4) shall have any such petition or applications filed or such proceeding commenced against it in which an order for relieve is entered or an adjudication or appointment is made or (5) shall take any action indicting its consent to approve of or, acquiescence in any such petition, application, preceding, or order for relief or the appointment of a custodian, acquiescence, receiver, or trustee for all or any part of it properties.

NO ASSIGNMENT, LENDING OR SUBLETTING: Contractor shall not sublease, assign or loan the equipment without first obtaining the written consent of RENTAL COMPANY, and any such action by Contractor without RENTAL COMPANY's written consent, shall be void. Contractor agrees to use and keep the equipment at the site set forth on the first page of this Rental Agreement unless RENTAL COMPANY approves otherwise in writing. RENTAL COMPANY may at any time, without notice to Contractor transfer or assign this rental Agreement or any equipment or any moneys or other benefits due or to become due hereunder.

ENTIRE AGREEMENT/ONLY AGREEMENT: The terms and conditions on the first page of this Rental Agreement, together with the Additional Terms and Conditions hereof, represent the entire agreement between the Contractor and RENTAL COMPANY with respect to the equipment and the rental of the equipment. There are no oral or other representations or agreements not included herein. None of RENTAL COMPANY rights or Contractor's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both RENTAL COMPANY and Contractor. Any use of Contractor's purchase order number on this Rental Agreement is for Contractor's convenience only.

ORDER OF PRECEDENCE: The terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Contractor's purchase order or similar documents.

OTHER PROVISIONS: A) Any failure of RENTAL COMPANY to insist upon strict performance by Contractor of any terms and conditions of this Rental Agreement shall not be construed as a waiver of RENTAL COMPANY's right to demand strict compliance. Contractor has carefully reviewed the Rental Agreement and waives any principle of law in which would construe any provision hereof against RENTAL COMPANY as the draftsman of this Rental Agreement. **B)** Contractor agrees to pay all reasonable costs of collection, court, attorney's fees and other expenses incurred by RENTAL COMPANY in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms. **C)** Contractor shall pay the rental charge(s) without any offsets, deductions or claims. **D)** The Federal and State courts in the county in which the store location is located shall have exclusive jurisdiction over all matters relating to this Rental Agreement. **TRIAL BY JURY IS WAIVED.** In order to affect service of process on RENTAL COMPANY, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the Secretary of State for RENTAL COMPANY. RENTAL COMPANY shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

CRIMINAL WARNING: The use of false identification to obtain equipment or the failure to return the equipment by the end of the rental period may be considered a theft, subject to criminal prosecution pursuant to applicable criminal penal codes.

RELOCATING OF EQUIPMENT: CONTRACTOR agrees not to move this equipment to another location other than the original delivery location without written consent of RENTAL COMPANY

RENTAL PROTECTION PLAN PROVISIONS: The plan is not insurance. **A.** If Contractor elects to accept and pay for the Rental Protection Plan (the "Plan") on the first page of this Rental Agreement, Contractor will not be responsible for more than 10 % of replacement value, not to exceed \$500 plus applicable state and local taxes, from losses arising from theft or direct physical damage to RENTAL COMPANY or the equipment; provided however, that the equipment is not used in violation of any terms of this Rental Agreement or any statute or regulation regarding its use. **B** Contractor agrees that Contractor or a permissive user of a Contractor, will be the only driver of any vehicle used to tow any RENTAL COMPANY trailer and that Contractor will not use the trailer in violation of any terms of the Rental Agreement or law. RENTAL COMPANY will reimburse Contractor's for accidental loss or damage to Contractor's goods for any collision, overturn, landslide, flood hail, explosion, fire, windstorm or lighting which occurs while a RENTAL COMPANY trailer is towed by Contractor's vehicle. This reimburse is limited to actual cash value up to a total of \$10,000.00 for private passenger vehicles and Contractor's owned equipment, and to actual cash value up to a total 03 \$3,000.00 for Contractor's personal belongings. **C** Notwithstanding the foregoing, RENTAL COMPANY will not waive a claim for loss or damage (1) to equipment as a result of overloading or exceeding its rated capacity;(2) to motors, generators, drills or other electrical appliances or devices caused by portable electric current; unless the source is a generator supplied by AMKCI; (3) to hydraulic cylinders; (4) to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the equipment; (5) resulting from a lack of, or improper lubrication or servicing of the equipment, or damage resulting from misuse, abuse, failure to maintain, cleanliness proper fuel, hydraulic fluid, coolant or pressure levels; (6) due to mysterious disappearance, or any equipment that is not returned for whatever reason, including the theft, unless from break and entry substantiated by a police report. Break and entry includes forced entry into a building, enclosed area, or fencing at which the equipment is located, or forced entry into the equipment itself; (7) due to theft of all accessories, such as, but not limited to air hoses, electric cords, welding cable, liquid fuel tanks, harnesses and lanyards and other similar items; and (6) due to use of equipment in violation of any terms of the rental agreement or any illegal use.

OPTIONAL RENTAL PROTECTION PLAN: The rental protection plan is not insurance. Upon accepting the Optional Rental Protection Plan, the Contractor agrees to pay a charge equal to 14% of the rental charges on Equipment the Contractor wants covered by the Rental Protection Plan. In return, as set out on the back page, RENTAL COMPANY agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Contractor remains liable for all damages and loss to theft listed under the Rental Protection Plan provisions in the Terms and Conditions on back page, including Contractor's negligence.

ADD INSURED ADDITIONAL BUSINESS TERMS HERE