



## TERMS AND CONDITIONS OF CONTRACT (PA)

**1. Operation, Maintenance, Repair, Return:** All risks of loss or damage to the Equipment, accidental or otherwise shall be borne by Contractor. Contractor will employ at its own expense competent personnel to operate, maintain and repair the Equipment in strict accordance with manufacturer's operation manuals (which Contractor shall return at end of lease), loading specifications, and all laws and safety regulations. Contractor shall immediately notify Crane Company of the necessity by Contractor for making any repairs to the Equipment. Contractor shall not alter or modify the Equipment without the prior written consent of Crane Company. Crane Company may, for the purpose of inspection, at all reasonable times be allowed access to the Equipment. Contractor shall return the Equipment in the same condition received, less normal wear and tear, with components similarly assembled. Crane Company shall notify Contractor after the return of the Equipment of any necessary repairs to the Equipment and Contractor shall promptly make such repairs or shall reimburse Crane Company for such repairs at Crane Company's published rates. Repairs to structural or load carrying portions of the Equipment, including but not limited to boom sections, are not to be undertaken without first obtaining Crane Company's written consent.

**Contractor agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) 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.**

**2. Rigging**— Contractor is required to provide any and all rigging to be used with the Equipment. If chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire, etc., are loaned to the Contractor by the Crane Company for the Contractor's convenience, they are solely the Contractor's responsibility.

**3. Ground Conditions:** Contractor shall be responsible for ensuring that the ground conditions for where the Equipment is to be assembled, disassembled, operated, parked or stored, are firm, drained, and graded to a sufficient extent so that, in conjunction (if necessary) with the use of supporting materials, the Equipment manufacturer's specifications for adequate support and degree of level of the Equipment are met.

**4. Warranty, Inspection:** Crane Company warrants the Equipment will be delivered in operating condition. This warranty is contingent upon Contractor inspecting the Equipment and notifying Crane Company in writing, within ten (10) days of the receipt of the Equipment, of any defects discovered. Crane Company's sole responsibility under this warranty shall be, at its option, to either repair or replace any part determined not to be in working order on delivery and provided Contractor has reported it to Crane Company in writing as required, and Crane Company has, upon inspection, found such parts to be defective. Warranty includes parts and technician with other costs by Contractor and is contingent upon proper use of the Equipment and does not apply for adjustments, or if due to accident, vandalism, acts of God, manufacturing defects, neglect, misuse, improper handling, operation, maintenance, physical stress or weather conditions. All replaced parts become Crane Company's property.

**5. CRANE COMPANY IS NOT THE MANUFACTURER OF THE EQUIPMENT. CRANE COMPANY EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, MATERIALS OR OTHERWISE. IN NO EVENT SHALL CRANE COMPANY OR THE MANUFACTURER (OR ITS COMPONENT SUPPLIERS) BE LIABLE FOR ANY DELAY, WORK STOPPAGE, LOSS OF USE OF EQUIPMENT, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFIT, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, CONSEQUENTIAL OR OTHER DAMAGES, WHETHER RESULTING FROM OR ATTRIBUTABLE TO DEFECTS IN THE EQUIPMENT, SERVICING OF THE EQUIPMENT, NEGLIGENCE, BREACH OR WARRANTY, OR OTHERWISE, NOR FOR ANY DELAY OR LOSS OCCASIONED THEREBY INCLUDING DELIVERY OR REPAIR OF THE EQUIPMENT OR FOR ANY REASON WHATSOEVER.**

**6. Indemnity, Damages:** In consideration of and in exchange for the use of Crane Company's Equipment for the purposes of lifting and/or hoisting materials or property, to the fullest extent permitted by law Contractor agrees 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 Contractor's work and/or use of the Equipment. Contractor'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, Contractor 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 Contractor 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. Contractor waives any immunity provided pursuant to the Act and any immunities of any similar Act or statute. The Contractor'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. Furthermore, as part of Contractor's additional obligations hereunder, Contractor 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 leased Equipment or other property or all of these.

**7. Insurance:** The Contractor agrees to carry and maintain the following insurance coverages prior to the Equipment's arrival on the job site; a) worker's compensation and employer's liability insurance applicable to Contractor's employees, 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) follow form excess/umbrella non-contributory insurance in the amount of at least \$5,000,000; said primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Crane Company's policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full replacement cost of the Equipment, including any boom or jib, for its loss or damage from any and all causes of loss; e) 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 on ISO endorsement forms CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, and CG 20 34 03 97. Contractor shall name Crane Company as a Loss Payee on all insurance policies, and Contractor shall provide all insurance certificates and/or insurance policies to Crane Company when requested; f) all of Crane Company's policies and the policies of anyone Crane Company is required to insure, are excess over all of Contractor's policies. To the extent that the Contractor may perform under this agreement 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 Contractor. Contractor hereby agrees to waive any and all rights of subrogation and any and all lien rights which may accrue to it or its insurers. Contractor understands that this waiver shall bind their insurers of all levels and agree to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this agreement.

**8. Default, Repossession:** Crane Company may enter any premises where the Equipment is located without notice and may repossess all or any part of it if (a) Contractor fails to make prompt payments when due; and/or (b) if Contractor breaches any other provision of this lease; and/or (c) if Contractor becomes insolvent, or makes an assignment for the benefit of creditors, or becomes subject to any proceeding in the nature of bankruptcy; and/or (d) if Crane Company shall deem it necessary to protect its rights and the Equipment against loss or damage; and/or (e) upon termination of this lease for any reason. The rights specified by this paragraph are in addition to all other rights of Crane Company. If Crane Company repossesses the Equipment, Contractor expressly waives all further rights to possession and all claims for damages howsoever arising from repossession.

**9. Title:** Crane Company retains title to the Equipment. Contractor agrees to keep the Equipment free from all liens or other encumbrances. Contractor agrees to notify Crane Company immediately if any lien or any attachment or other claim is filed against the Equipment. Contractor agrees to protect Crane Company's interest in the Equipment at all times during the term.

**10. Cancellation:** If Contractor cancels this agreement or if Contractor delays taking delivery after the minimum rental start date without paying rent, Crane Company may terminate this agreement without liability and Contractor agrees to pay as liquidated damages rental for the minimum term plus costs and damages.

**11. Amendments --** Neither party shall be bound by any agreement, warranty or representation, express or implied, unless contained herein or a duly executed amendment thereto. No representative, agent or employee of Crane Company has the authority to amend, modify or waive any of these terms and conditions. No modification or amendment hereof shall be binding on Crane Company unless it is in writing and signed by Crane Company.

**12. Entire Agreement:** The parties agree that the terms of this agreement are the sole and exclusive agreement between the parties, intended by the parties to be the only and final terms and agreements between them, superseding any and all oral or written understandings as otherwise might have been claimed to have existed, the assertion of which the parties hereby waive.

**13. Applicable Laws:** If any provisions hereof conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions thereof. This agreement shall be governed by the laws of state of Pennsylvania. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Contractor. The paragraph captions provided herein are merely for convenience and shall not be construed to limit or modify terms herein.

**14. Authorized Signature -** In the event this agreement has been executed 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.

**PLACE INSURED SPECIFIC BUSINESS TERMS HERE:**