



SHORT TERM RENTAL AGREEMENT

CENTRAL REGION

Date
JDS#
P.O. #

Lessee Name: _____
 Lessee Address: _____
 Job Name: _____
 Job Address: _____

Equipment & Accessories Description/Model/Unit #	Replacement Value	Last Annual Inspection Date	Rental Rate		
			Per Month	Per Week	Per Day
	\$				
	\$				
Freight In					
Freight Out					

Lessor hereby leases to Lessee the Equipment and accessories identified above (the "Equipment"), and Lessee agrees to Lease and pay for such Equipment from Lessor, subject to the terms and conditions of this Lease, at the Rental Rate listed above. All Equipment shall remain in Lessee's possession and control at all times. The Equipment is to be located at _____.

AUTHORIZATION TO START WORK

Lessee Name: _____
 By: _____
 Authorized Signature

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

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

DATE	DAY OF WEEK	START TIME		FINISH TIME		TRAVEL TIME
		A.M.	P.M.	A.M.	P.M.	

HAVE SIGNED AT END OF DAY

Lessee 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. ("Lessor") leases to Lessee the equipment (the "Equipment") described on the reverse side and shall arrange for operational personnel for the Equipment, subject to the following:

1. Control, Supervision and Operation of Equipment, Operators and/or Crew: Lessee agrees that the Equipment and all persons operating or maintaining such Equipment, including Lessor's employees, agents or independent contractors, are under Lessee's exclusive jurisdiction, possession, supervision, and control. Lessee is responsible to provide competent and experienced site supervisors and lift directors to oversee job site and lifting operations as set forth in **ASME/ANSI 30.5-3.1.3**, et. seq. (amended 2007). Lessee is responsible for providing Lessor accurate load weights and accepts all liability resulting from its failure to do so. Lessee assumes responsibility, control of, and supervision for rigging, hooking and unhooking loads. Lessee agrees to provide competent and qualified signal persons to direct Lessor's equipment operators. Lessor's work does not include rigging, signaling, hooking or unhooking the loads (except where and to the extent Lessor's employees or designated subcontractors are used as agreed in writing by the parties hereto). Lessee 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** (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 clamming work require additional documentation and equipment authorized only by Lessor. Equipment shall not be used when overloaded, or to carry persons or property for hire.

2. Compliance with Laws and Standards: Lessee shall comply with and conform to all laws, regulations, ordinances, rules and orders of any governmental entity relating to the possession, transportation and use of the Equipment, including but not limited to, all OSHA laws and regulations. Lessee shall also comply with all applicable ANSI Standards. To the fullest extent allowable by Texas Insurance Code Chapter 151 or other applicable law, Lessee shall indemnify, defend and save Lessor harmless against actual or asserted violations thereof while the Equipment is under the Lessee's possession control and supervision.

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

4. INDEMNIFICATION:

(A) TO THE FULLEST EXTENT PERMITTED BY TEXAS INSURANCE CODE CHAPTER 151 OR OTHER APPLICABLE LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (B) BELOW, LESSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LESSOR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES AND AGENTS ("INDEMNITEES") FROM ANY AND ALL ACTIONS, CLAIMS, SUITS, DEMANDS, INVESTIGATIONS, OBLIGATIONS, JUDGMENTS, LOSSES, COSTS, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES, INCLUDING ATTORNEY FEES, 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 LESSEE'S ACCEPTANCE, POSSESSION, TRANSPORT, USE, OPERATION, OR CONTROL OF THE EQUIPMENT, WHETHER OR NOT THE SAME ARISES FROM DAMAGE TO PROPERTY (REAL OR PERSONAL), INJURY OR DEATH TO PERSONS INCLUDING BUT NOT LIMITED TO LESSEE'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, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OR ANY INTENTIONAL ACT OF LESSEE OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY LESSEE OR ANYONE FOR WHOSE ACTS LESSEE MAY BE LIABLE. LESSEE'S OBLIGATION TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS RENTAL AGREEMENT. IT IS EXPRESSLY AGREED THAT THIS INDEMNIFICATION CLAUSE APPLIES TO BOTH THIRD-PARTY CLAIMS AND ALL CLAIMS BETWEEN LESSOR AND LESSEE.

(B) NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY TEXAS INSURANCE CODE CHAPTER 151 OR OTHER APPLICABLE LAW, LESSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LESSOR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF LESSEE OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF LESSOR AND LESSEE THAT IN SUCH EVENT THE LESSEE IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF LESSEE'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR LESSEE UNDER WORKERS' COMPENATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. LESSEE SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH. LESSEE EXPRESSLY AGREES TO WAIVE ANY WORKERS COMPENSATION IMMUNITY IT MAY OTHERWISE HAVE.

5. NO WARRANTIES: LESSOR EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, LESSOR 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.

6. Rent Adjustments: Rent shall be subject to adjustment for excess hours of usage, operator and/or crew time in accordance with the rental rate shown on the face of this Lease, custom in the area where the Equipment is used, or by any applicable collective bargaining agreement, as the case may be. Lessee shall not be entitled to any abatement, deduction, reduction, set-off, counterclaim, recoupment or defense against rent for any reason, including any non-working time of the Equipment. **LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE RENTAL AGREEMENT.**

7. Payment: All rent and any other amounts required hereunder shall be due in full upon billing. In addition to the Equipment Rental Rate, Lessee shall pay:

- all transportation, freight, demurrage, storage, switching, drayage, rigging, trucking or other such charges (including but not limited to, fuel costs and taxes, mileage charges, weight and road use permits, highway taxes and any other IFTA taxes).
- all taxes, levies, assessments, fees and other public charges against or upon any of the Equipment, including, but not limited to, personal property taxes, if applicable.
- all fines, penalties, forfeitures, court costs, expenses and attorney's fees arising with respect to Lessee's possession, transportation or use of the Equipment, including but not limited to any parking, traffic or other violations assessed against the Equipment, Lessor or Lessee.
- Lessor's costs and expenses, including reasonable attorney's fees (unless prohibited by law), incurred in enforcing this Lease, collecting any amounts due hereunder, or in repossessing the Equipment.
- in the event of an accident resulting in damage to the equipment arising from the acts, omissions, misfeasance or malfeasance of Lessee, including, but not limited to Lessee's employees, agents, representatives, subcontractors or independent contractors, Lessee shall be responsible for costs of repairs and related expenses, all consequential losses including but not limited to loss of use of 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.

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

9. Accidents/Notice: Lessee shall immediately notify Lessor of any accident involving personal injury and/or property damage (including to the Equipment) arising from the transportation, possession, use, supervision or control of the Equipment. Lessee shall immediately deliver any summons, pleading, notice, or paper of any kind involving any claim, suit or proceeding relating to any accident or event involving the Equipment. Lessee shall not aid or abet the assertion of any such claim, suit or proceeding, and shall fully cooperate with Lessor in investigating and defending the same. Lessor shall have immediate access to, and right of retrieval and repair of, the Equipment, at the Lessee's cost.

10. Access & Site Conditions: Lessee shall provide Lessor with proper ingress to and egress from the job site and provide protection of all paving, curbs, real estate, structures and/or improvements and Lessee shall be responsible for all damage to any paving, curbs, real estate, structures and/or improvements caused by Lessee's failure to provide proper ingress and egress. Lessee 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. Lessor 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 Lessee's property at any time for those purposes even in the event of a strike affecting Lessee's facility or property. Lessee 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, Lessee 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.

11. Jury Waiver: UNLESS PROHIBITED BY LAW, LESSEE AND LESSOR 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 LEASE, ANY OTHER DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE PARTIES' CONDUCT.

12. No Assignment or Sub-Lease: This Lease may not be assigned by Lessee and the Equipment may not be offered by Lessee for use or sublet to any other person or entity without Lessor's prior written consent (which consent may be withheld for any reason). Any such consent shall not release Lessee from any obligations under this Lease.

13. Lifting Lugs, Rigging and Apparatus: Lessee assumes all responsibility and liability to ensure the adequacy of 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 Lessor to Lessee).

14. MSDS Requirements. Lessee shall provide Lessor, upon delivery of the Equipment to the job location, with 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 Lessor may comply with the requirements of all applicable local, State and Federal laws and regulations, including OSHA regulations, regarding hazard communication. Furthermore, Lessee shall inform Lessor of all precautionary measures that need to be taken to protect the Equipment operators and/or crew during normal operating conditions and in foreseeable emergencies.

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