



**MAXIMUM ANTICIPATED  
GROUND BEARING PRESSURE:**

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## CRANE RENTAL SERVICE AGREEMENT

Week Beginning	<b>CONDITIONS OF RENTAL</b>  Signature on this Agreement denotes approval of terms and conditions governing this rental as described on the reverse side and approval of hours indicated. Overtime or other services may be added prior to billing.			
Daily Start Time				
Crane Size				
Lessee Name		Operator		
Billing Address		Oiler		
Job Address		PO #		
Contact Name	Phone #	Cell #	Fax #	
Additional Rigging Required				
Spreader Bars		Bucket	Man basket	
Salesman	Unit #	Upper Hours	Lower Hours	
Lower Miles				

**HAVE SIGNED BEFORE  
START OF JOB**

THE INDIVIDUAL SIGNING THIS AGREEMENT HAS THE AUTHORITY TO SIGN THIS AGREEMENT. THIS AGREEMENT HAS TERMS AND CONDITIONS ON THIS PAGE AND ON THE REVERSE SIDE AND WHICH ARE UNDERSTOOD AND AGREED TO BY ALL PARTIES. THIS AGREEMENT IS VALID FOR THE DURATION OF THIS PROJECT AND THE PARTIES FURTHER AGREE THAT THIS AGREEMENT DOES NOT NEED TO BE SIGNED EACH DAY TO BE BINDING ON THE PARTIES. AS STATED BY LAW, THE LESSEE RECOGNIZES THAT ALL RIGGERS, AND SIGNAL PERSONS, SHALL BE CERTIFIED PRIOR TO THE START OF ANY AND ALL OPERATIONS.

LESSEE \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_  
 (Print name) Signature of Lessee's Authorized Representative

SUBCONTRACTOR \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_  
 (Print name) Signature of Subcontractor's Authorized Representative

LESSOR \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_  
 (Print name) Signature of Lessor's Authorized Representative

DAY / DATE	START TIME	END TIME	LUNCH Y/N	NET TIME	RATE	AMOUNT	LESSEE'S INITIALS
Mobilization In							
Mon							
Tue							
Wed							
Thur							
Fri							
Sat							
Sun							
Mobilization Out							
			<b>TOTAL</b>				

**HAVE SIGNED AT END  
OF WEEK**

THE ABOVE WORK VERIFIED TO BE CORRECT. LESSEE CERTIFIES THAT THERE HAVE BEEN NO ACCIDENTS INVOLVING ANY OF THE LEASED EQUIPMENT:

LESSEE \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_  
 (Print name) Signature of Lessee's Authorized Representative

SUBCONTRACTOR \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_  
 (Print name) Signature of Subcontractor's Authorized Representative

LESSOR \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_  
 (Print name) Signature of Lessor's Authorized Representative

## TERMS AND CONDITIONS OF CONTRACT

This document is a contract between NESSCAMPBELL CRANE + RIGGING, hereinafter referred to as Lessor, and \_\_\_\_\_, hereinafter referred to as Customer or Lessee, for service and/or equipment for a project in common and is comprised of the face and reverse side. Please read both sides in their entirety, as they contain important terms and conditions.

The term "LESSOR" shall include the Lessor, its parent, subsidiaries, affiliates, partners, joint interest owners, members, shareholders, co-owners, and joint ventures, if any, and the agents, officers, directors, employees and representatives of these other persons. The term "LESSEE" shall include the Lessee, its parent, subsidiaries, affiliates, and joint ventures, if any, as well as its subcontractors, and the agents, officers, directors, employees and representatives of these other persons.

**1. INDEMNIFICATION – TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LESSOR AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES AND AGENTS (THE "INDEMNITEES") FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, SUITS, DEMAND INVESTIGATIONS, OBLIGATIONS, JUDGMENTS, LOSSES, COSTS, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH ARE INCURRED BY, ACCRUED, ASSERTED, MADE OR BROUGHT AGAINST, OR RECOVERABLE FROM ANY OF THE INDEMNITEES ARISING FROM OR OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THE LESSEE'S ACCEPTANCE, POSSESSION, TRANSPORT, USE, OPERATION, CONTROL OF THE EQUIPMENT, OR RETURN 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 OR ORDINANCES, THE EQUIPMENT CONDITION, THE LOSS OF USE OR SEIZURE OF THE EQUIPMENT, OR OTHERWISE OR ANY OTHER ACTION OR FAILURE TO ACT BY THE LESSEE, THEIR AGENTS, CONTRACTORS, AFFILIATES, OR EMPLOYEES; AND/OR) ANY CLAIMS OF THIRD PARTIES AGAINST LESSEE, THEIR AGENTS, CONTRACTORS, AFFILIATES. LESSEE EXPRESSLY AGREES TO WAIVE ANY WORKERS' COMPENSATION IMMUNITY IT MAY OTHERWISE HAVE. LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS LEASE. IN JURISDICTIONS IN WHICH THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION IS BROADER THAN THAT ALLOWED BY APPLICABLE LAW, THIS SECTION SHOULD BE INTERPRETED AS PROVIDING THE BROADEST INDEMNIFICATION PERMITTED AND SHOULD BE LIMITED ONLY TO THE EXTENT NECESSARY TO COMPLY WITH SAID LAW. THIS INDEMNIFICATION PROVISION DOES NOT NEGATE, ABRIDGE OR REDUCE ANY OTHER RIGHTS.**

**2. INSURANCE –** The Lessee at its expense agrees to carry, maintain and provide 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 Lessee'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 Lessor 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; said insurance policy shall include loss of use coverage for Contractor's Equipment, Leased, Rent, Borrowed, including Continued Rental Expenses coverage for at least \$500,000; e) riggers liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; f) the Lessor and all affiliated partnerships, joint ventures, corporations and anyone else who Lessor 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. Lessee shall name Lessor as a Loss Payee on all insurance policies, and Lessee shall provide all insurance certificates and/or insurance policies to Lessor when requested; g) all of Lessor's policies and the policies of anyone Lessor is required to insure, are excess over all of Lessee's policies. To the extent that the Lessee may perform under this agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights which may accrue to it or its insurers. Lessee understands that this waiver shall bind its 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.

**3. OPERATION OF EQUIPMENT -** It is expressly agreed by and between the parties hereto that the Equipment and all persons operating the Equipment are under the supervision and control of Lessee under this lease. In the absence of Lessee's presence at the jobsite, the parties expressly agree that all persons operating the Equipment are under the direct supervision and control of Subcontractor hired by Lessee. In the event that Lessee assigns the task of supervision to Subcontractor then all persons operating the Equipment are under the supervision and control of Subcontractor. In any case it shall be the duty of Lessee to give specific instructions and directions to all persons operating the leased Equipment. **Lessee 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 both Lessee and Subcontractor further agree 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.** The Lessee further acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted to prevent compromising all or any portion of the Equipment. Any load measuring device used by the Crane Operator shall be used as an operator-aid only. If any Equipment has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that the Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such Equipment.

**4. 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. This agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party.

**5. CONDITIONS –GROUND/POWERLINES/RIGGING—**The Lessee hereby agrees that Lessee will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked or operated. The 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 Equipment while in operation or otherwise. Specifically, the Lessee agrees to observe and at all times comply with the required ground bearing pressure for the Equipment specified by the Equipment manufacturer and/or set forth on the first page of this lease agreement. Lessee assumes all responsibility to protect the Equipment and all persons in or around the Equipment from the danger of energized or de-energized power lines. All power lines in the work area shall be identified prior to the work's beginning. All power lines are to be de-energized prior to the Equipment's being operated in or around such power lines. Lessee 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, Lessee shall ensure the Equipment is kept 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 Lessee shall be responsible for the insulating of any power lines, the grounding of all equipment, and they will use rigging or other equipment designed to prevent electrocution. Lessee 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, etcetera; are loaned to the Lessee by the Lessor for the Lessee's convenience, such property is solely the Lessee's responsibility. Lessee assumes responsibility for any defects in any rigging, whether the property of Lessee or otherwise. Lessee assumes all liability for the adequacy of, design of, or the strength of, any lifting lug or device embedded in or attached to any object to be lifted. Lessee assumes the responsibility for damage to any load on hook due to a failure of the rigging. **Lessee assumes the responsibility for the method of rigging and agree that all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401 under Lessee's direct supervision and control.**

**6. 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(s) whose signature is affixed hereto and the party for which those individual(s) have signed this agreement represent to Lessor that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.