TERMS AND CONDITIONS OF CONTRACT (NJ)

For purposes of these Terms and Conditions, Active Crane Rentals, Inc., is called "Crane Company" and the Contractor referred to on the reverse side is called "Contractor". The Subcontractor hired by Contractor to work in conjunction with Crane Company is hereinafter referred to as "Subcontractor". Crane Company, Contractor and Subcontractor agree as follows:

1. INDEMNIFICATION – 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 and/or Subcontractor agree to indemnify, hold harmless and defend Crane Company, its employees and agents, from all claims for death or injury to persons, including Crane Company's employees, for all loss, damage or injury to property, including the Equipment, arising in any manner out of Contractor's and/or Subcontractor's work and/or use of the Equipment and operator. Contractor'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. Contractor and/or Subcontractor shall be required to indemnify Crane Company for Crane Company's own negligence or fault, whether the negligence or fault of the Crane Company be direct, indirect or derivative in nature. However, the Contractor and/or Subcontractor shall not be required to indemnify Crane Company for any claim caused by or resulting from the sole negligence or willful misconduct of the Crane Company, the Crane company's agents, servants, or independent contractors who are directly responsible to the Crane Company. The indemnification obligation 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 and/or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Contractor's and/or Subcontractor's obligations hereunder shall further not be limited by the amount of its liability insurance, and the providing 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 and the providing of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Contractor's and/or Subcontractor's additional obligations hereunder, Contractor and/or Subcontractor 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.

2. INSURANCE – The Contractor and/or Subcontractor agree 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 and/or the employees of Subcontractor, 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 and/or Subcontractor shall name Crane Company as a Loss Payee on all insurance policies, and Contractor and/or Subcontractor 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 and Subcontractor's policies. To the extent that the Contractor and/or Subcontractor 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 and/or Subcontractor. Contractor and/or Subcontractor 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 and/or Subcontractor both understand 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.

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 Contractor and/or Subcontractor under this lease. In the absence of Contractor'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 Contractor. In the event that Contractor 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 Contractor and/or Subcontractor to give specific instructions and directions to all persons operating the leased Equipment. Contractor and/or Subcontractor **agree 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 Contractor 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 Contractor and/or Subcontractor further acknowledge and agree that it is the responsibility of the Contractor and/or Subcontractor 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-aide only. This lease agreement shall be interpreted and enforced according to the laws of the State of Delaware. 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.

4. CONDITIONS –GROUND/POWERLINES/RIGGING—The Contractor and/or Subcontractor hereby agree that Contractor and/or Subcontractor 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 and/or Subcontractor 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 Contractor and/or Subcontractor agree to observe at all times the maximum anticipated ground bearing pressure produced by the Equipment, specified by the Equipment manufacturer and/or set forth below. Contractor and/or Subcontractor assume 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. Contractor and/or Subcontractor 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 and/or Subcontractor 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 Contractor and/or Subcontractor 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. Contractor and/or Subcontractor are 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 Contractor and/or Subcontractor by the Crane Company for the Contractor's and/or Subcontractor's convenience, such property is solely the Contractor's and/or Subcontractor's responsibility. Contractor and/or Subcontractor assume responsibility for any defects in any rigging, whether the property of Contractor and/or Subcontractor or otherwise. Contractor and/or Subcontractor assume 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. Contractor and/or Subcontractor assume the responsibility for damage to any load on hook due to a failure of the rigging. **Contractor and/or Subcontractor assume 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 Contractor's and/or Subcontractor'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(s) whose signature is affixed hereto and the party for which those individual(s) have 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.

6. MAXIMUM ANTICIPATED GROUND BEARING PRESSURES: Contractor and/or Subcontractor agree to observe and comply with the required ground bearing pressure for the Equipment specified by the Equipment Manufacture or as stated below, whichever is greater**:**

Crane		Outrigger Force	Crane		Outrigger Force			
Up to 50T		72,000lbs	200T – 300T		292,800lbs			
55T - 100T		134,000lbs	300T – 500T		387,900lbs			
100T - 200T		184,000lbs						