



TERMS AND CONDITIONS

Accel Crane Service, LLC. Hereafter named the Lessor, hereby rents and leases the equipment and furnishes the personnel as described on the face hereof to the Customer named thereon, hereinafter named the Lessee, subject to the following conditions:

- Use of Equipment.** Lessee shall use and store the Equipment in a careful and proper manner. Lessee shall comply with all laws, ordinances, and regulations relating to the use, and maintenance of the Equipment. Lessee shall provide competent, trained, and experience personnel to operate the Equipment. Lessee agrees to use the Equipment in accordance with manufacturer's rated load capacities. Lessee assumes all liabilities for adequacy of design or strength of lifting lug or devise embedded in or attached to any object. All ownership of the Equipment shall remain the Lessor.
- Competent Operation by Lessee:** Lessee agrees to provide a qualified person who is competent and experienced to direct the operation and to provide competent personnel trained in the use of crane hand signals to direct the equipment at all times when applicable. Lessee further agrees to use said equipment in accordance with the manufacturer's related load capacities for such or similar equipment. Lessee expressly agrees that counterweight in excess of the manufacturer's specifications shall not be used.
- Qualified Person:** One who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training and experience has successfully demonstrated ability to solve or resolve problem relating to the subject matter, the work, or the project. (OSHA definition).
- Alterations.** Lessee agrees that it shall not alter or modify the Equipment without the prior written approval of Lessor. All additions or modifications to the Equipment shall immediately become the property of the Lessor.
- Maintenance and Repair.** Lessee shall keep the Equipment in good repair and operating condition. Lessee shall pay all costs and expenses to operate, maintain, store, and repair the Equipment including, but not limited to, labor, materials, fuel, licensing, parts, and similar items. Lessor at reasonable times may inspect the Equipment by giving the Lessee twenty-four (24) hour advanced written notice.
- Return of Equipment.** Lessee, at its own expense, shall deliver and return the Equipment in good condition to Lessor at a location designated by Lessor. All cost to transport the Equipment shall be the responsibility of Lessee.
- Acceptance of Equipment.** Lessee has inspected the Equipment prior to entering into this Contract and has notified Lessor in writing of any discrepancies in the description or condition of the Equipment. Lessee has accepted the Equipment in "AS IS" condition without warranties or representations by Lessor. Lessor makes no warranties, express or implied, as to the Equipment and assumes no responsibility for its condition.
- Risk of Loss or Damage.** Lessee assumes all risk of loss or damage to the Equipment and agrees to return the Equipment to Lessor, in as good of a condition as it was received. No loss or damage to the Equipment shall impair any obligation of Lessee under this Contract. Lessee assumes all liabilities for adequacy of design or strength of lifting lug or devise embedded in or attached to any object. Lessor shall be held harmless due to unfavorable site conditions including but not limited to: poor soil compaction; inadequate breaker rock, gravel, sand, recycled asphalt, etc. Concrete construction including but not limited to: roadways, approaches, driveways, parking lots, sidewalks, etc.; Asphalt construction including but not limited to: roadways, approaches, driveways, parking lots, sidewalks, etc. Lessee shall assume all liability for verification of weighted lifts to be made with the Equipment.
- Payment for Loss or Damage.** In the event of loss or damage to the Equipment, Lessee, at the option of Lessor, shall, at Lessee's sole cost and expense: (i) place the Equipment in good repair, or (ii) replace the Equipment with like Equipment, which Equipment shall become the property of Lessor, or (iii) pay Lessor the replacement value of the Equipment as determined by Lessor.
- Limitation on Liability.** In no event shall Lessor be liable to Lessee, its employees, contractors, or to any third party for any special, indirect, incidental or consequential damages, including but not limited to loss of profits, loss of use, cost of capital, cost of substitute equipment, downtime costs, delays, or any penalties, whether any such claim for the same is based on contract, warranty, tort, negligence, strict liability, or otherwise. Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee. Lessee's guests or employees or by any third party which in anyway arise from or pertain to Lessee, it's employees, agents, and contractors use of the Equipment, unless such damage or injuries are caused by the gross negligence of Lessor.
- Indemnification.** Lessee agrees to indemnify and hold harmless Lessor, its affiliates, principals, shareholders, directors, officers, agents, members, and employees, from and against any and all claims, demands, suits, causes of action, proceedings, judgments, damages, costs, expenses and liabilities, and reasonable attorneys' fees for: (i) bodily injury or death to any person, or damage, destruction, loss of use of any property arising from or related to Lessee's or its agents, contractor's, or employees use of the Equipment or the acts or omissions of Lessee, its employees, agents, contractors, or consultants, or (ii) Lessee's breach or default under this Contract or (iii) any fines or other costs or expenses incurred by Lessor relating to its performance under this Contract or use of the Equipment .
- Insurance.** Lessee shall, at its sole cost and expense, procure and maintain continuously in effect general liability, comprehensive liability and property damage insurance covering the Equipment in the amount not less than One Million Dollars and 00/100 (\$1,000,000.00) per bodily injury or death and property damage for each occurrence and in the aggregated. Lessee shall, at its own expense, keep in effect an "All Risk" Property Insurance Policy covering the Equipment in an amount not less than the full replacement value of the Equipment. Lessor shall be named as additional insured or loss payee on such policies. Lessee shall provide Lessor with copies of all policies and renewals of policies. All policies shall also contain endorsements providing: (i) waiver of subrogation by the insurer of claims against Lessor, its officials, directors, employees and agents; and (ii) policy of insurance shall not be cancelled, reduced in amount or coverage or otherwise modified by the insurance carrier involved without at least thirty (30) days prior written notice to Lessor.
- Cost of Collection.** All costs of collection, including actual and reasonable attorney's fees, if collection efforts are undertaken or suit is brought on this Lease, shall be added to the principal amount due and owing hereof.
- Governing Law.** This Agreement shall be governed by and construed under the law of the State of Wisconsin, without regard to the principles of conflicts of law thereunder.
- Waivers.** No delay or omission to exercise any right, power, or remedy accruing to Lessor on any breach or default by Lessee under this Agreement will impair any such right, power, or remedy of Lessor, not shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring.
- Assignment.** Lessee shall not assign this Agreement or any Equipment hereunder, or any interest therein, without Lessor's prior written approval. Lessee shall not sublet the Equipment, or any part of it, without Lessor's prior written approval.
- Binding.** The rights and obligations under this Agreement shall insure to and be binding on the parties hereto, their respective successors and assigns.
- Severability.** If any provision of this Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent of such provisions, and the enforceability or validity of the remaining provisions of this Agreement shall not be affected thereby.
- Prime Contractor Lien Notice.** YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION OF YOUR PROPERTY MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICED WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

THE TERMS AND CONDITIONS SET FORTH HEREIN ARE MADE PART OF THE CONTRACT OR LEASE THAT YOU HAVE SIGNED FOR THE EQUIPMENT BELOW

SIGN HERE: