



301 Wilbur Ave Suite B
Champaign, IL 61822
Kevin@advancedcranesvcs.com
217-202-0574
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Advanced Crane Services

TERMS OF SERVICES

Advanced Crane Services

AND

Date:



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MASTER CONSTRUCTION SERVICES AGREEMENT

This Master Construction Services Agreement (the "Agreement"), effective as of _____ (the "Effective Date"), is entered into by and between Advanced Crane Services LLC, including its affiliates, partners, parent companies, subsidiaries, and divisions (collectively, "Advanced Crane"), and _____ (the "Customer"). Advanced Crane and the Customer may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, Advanced Crane has established business relationships and entered into agreements with certain owner(s) ("Owner(s)") for the provision of services on one or more of their projects, including work performed at designated sites ("Sites");

WHEREAS, based on the representations of the Customer, Advanced Crane wishes to engage the Customer to provide personnel, materials, and equipment for erection, installation, modification, repair, maintenance, and/or any other services set forth (collectively, the "Services");

WHEREAS, the Customer acknowledges its ability and willingness to pay for the Services in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) DEFINITIONS

a) For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Owner(s)" means Advanced Crane, including its parent company, affiliates, and any of their respective corporate partners or affiliates.

b) "Project Manager" refers to the individual assigned by Advanced Crane as the Customer's primary point of contact and immediate supervisor for the requested Services.

c) "Crew" refers to any group of employees, contractors, laborers, or workers performing Services on behalf of Advanced Crane.

d) "Scope of Work" or "SOW" refers to the specific services to be performed by Advanced Crane, as detailed in this Agreement, its applicable Exhibits, and any subsequent change orders.

e) "Change Order" refers to any order issued by Customer to Advanced Crane after the execution of this Agreement, in a form and substance determined by both parties in writing, whether or not it expressly incorporates this Agreement by reference.

f) "Subcontractor Personnel" includes all individuals, employees, subcontractors, laborers, and workers engaged by the Advanced Crane to perform or assist in performing the Services under this Agreement.

g) "Sites" means the designated location where crane operations will be performed.

h) "Crane Services" refers to services involving the lifting and movement of goods or property by crane.

i) "Terms" refers to these terms of trade, as amended from time to time.

j) "We," "Our," or "Us" refers to Advanced Crane LLC and any of its related companies as defined under the Companies Act 1993.

k) "You" refers to the customer named in the receipt or invoice.



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2) CHARGES

- a) Straight time is defined as 7:00 am. to 3:30 pm. Monday through Friday. Premium rates shall apply in accordance with local labor agreements.
- b) Pricing subject to crane availability at time of order.
- c) Unless otherwise agreed in writing, our charges are exclusive of any expenses, disbursements and costs incurred by us in providing the Services, together with Customer, each of which will also be payable by you.
- d) We may, at your cost, require the weight or dimensions of the proposed lift to be confirmed using certified weighing or measurement equipment.
- e) Unless otherwise stated in a quote, the Company's prices do not include sales tax, excise tax, or similar taxes resulting from any form of governmental taxation or tariff, and all such taxes shall be the sole responsibility of the Purchaser.

3) PAYMENTS

- a) Customer must pay all amounts set out in each invoice issued by the Company in full, without deduction or set off. The payment is made only when funds have fully cleared.
- b) Payments shall be due 30 days from issue of the invoice unless previously agreed upon in writing. No discounts for early payment.
- c) If full payment is not made by the due date, then without prejudice to any other rights or remedies available to us:
 - i) We may charge interest on overdue monies at 18% per year (365/365 actual method) as well as any expenses and fees associated with the collection of unpaid balances.
 - ii) You will be responsible for all costs (including legal costs on a solicitor client basis) incurred by us in recovering such monies.

4) RIGHT TO SUSPEND OR DISCONTINUE SERVICE

- a) We reserve the right, at our sole discretion and without liability to you, to suspend or terminate the Services, in whole or in part, by providing written notice if:
 - i) You fail to comply with these Terms or any other agreement with us;
 - ii) We determine that your creditworthiness, financial stability, or willingness to fulfill your obligations under these Terms is at risk for any reason; or
 - iii) You (or any guarantor of your obligations) become insolvent, declare bankruptcy, have a receiver, liquidator, administrator, or statutory manager appointed over your assets or business, attempt to negotiate with creditors, or are otherwise unable (or deemed unable) to pay debts as they become due.
- b) If we suspend or terminate the Services under this clause, all outstanding amounts owed to us shall become immediately due and payable.



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6) CUSTOMER OBLIGATIONS

- a) You warrant and represent to us that:
All information you provide in connection with the Services, including the nature, dimensions, and weight of any goods or property to be lifted or handled, is accurate and complete.
 - i) All goods or property subject to the Services are in a condition that ensures safe and legally compliant lifting and handling by our crane equipment.
- b) You agree to:
 - i) Follow all directions and instructions we provide regarding the Services.
 - ii) Ensure legal, safe, and unrestricted access to the Site at all times.
 - iii) Maintain the Site in a condition suitable for the safe and legally compliant execution of the Crane Services, including ensuring adequate bearing capacity, stability, clearance from hazards, and any other requirements as directed by us.
- c) Restrictions on Equipment Use; You may not use, operate, or permit the use or operation of our crane equipment or any related property. Only our authorized personnel are permitted to operate the equipment.
- d) Order Acceptance and Contract Formation; No order, proposal, or proposed amendment from the Customer shall be binding on the Company unless expressly agreed to and accepted in writing by an authorized representative of the Company, at its sole discretion. The Customer's acceptance of any price quotation from the Company is valid only within the specified period before the quotation expires. Under no circumstances shall the Company be deemed to have accepted or be bound by any terms or conditions proposed by the Customer that conflict with the Company's standard terms of sale.
- e) No contract, transaction, or accepted purchase order may be canceled by the Customer without the Company's express written consent, which may be granted or denied at the Company's sole discretion. If cancellation is approved, the Company shall be entitled to recover all resulting damages, including, but not limited to, actual expenses incurred and lost profits. The Company reserves the right to cancel any contract, transaction, or purchase order due to impossibility, impracticality, force majeure, material breach by the Customer, or any other circumstances beyond the Company's immediate control, as recognized by law or equity.

7) LIMITATION OF LIABILITY

- a) Exclusion of Warranties; Except as expressly stated in these Terms or agreed in writing, all conditions, representations, warranties, terms, and obligations relating to the Services, whether express or implied, are excluded to the fullest extent permitted by law. If you are engaged in trade and the Services are supplied and acquired in a trade context, you acknowledge that the Consumer Guarantees Act 1993 does not apply.
- b) Performance Timelines; Any time-frames provided for the performance of the Services are estimates only. We shall not be liable for any delays.
- c) Limitation of Liability for Property Damage; We are not responsible for any damage to goods or property (whether owned by you or a third party) arising from the Services, except where such damage is directly caused by our willful misconduct or gross negligence.
- d) Claim Notification Period; All claims related to the Services must be submitted in writing within seven (7) days of the completion of the Services. Any claims not made within this period shall be deemed invalid, and we will have no liability in respect thereof.
- e) Exclusion of Indirect and Consequential Damages; Regardless of any other provision in these Terms, we shall not be liable, whether in contract, tort, or otherwise, for:
 - i) Any indirect or consequential loss;
 - ii) Loss of profits, savings, or goodwill (whether direct or indirect); or
 - iii) Any special or exemplary damages.

Raising the Heartland with Power & Precision!



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8) INDEMNIFICATION

- a) The Company shall not be responsible for any misuse or improper application of the products or services sold to the Customer.
- i) The Customer agrees to indemnify, defend, and hold harmless the Company, along with its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, the "Indemnified Party"), from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind. This includes, but is not limited to, reasonable attorneys' fees, enforcement costs for indemnification rights under this Agreement, and costs incurred in pursuing any insurance claims.
- ii) This indemnification obligation applies to any claims brought by third parties or the Seller that arise out of or relate to: The Customer's purchase, use, or handling of the products; The Customer's negligence or willful misconduct; or The Customer's breach of this Agreement.
- b) The Customer shall not enter into any settlement regarding an indemnifiable claim without the prior written consent of the Company or the Indemnified Party.

9) INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- a) All confidential information provided by the Customer to the Company shall be used exclusively for the purpose of crane hire and/or the performance of Services under this Agreement.
- b) The Customer warrants that it will not use the Company's intellectual property or confidential information without the Company's prior written consent.

10) DISPUTES AND SEVERABILITY

- a) The Customer agrees that any disputes arising under or in connection with this Agreement shall be governed by the laws of the State of Illinois. The parties consent to the exclusive jurisdiction of the courts in Champaign County, Illinois, or other applicable courts within the State of Illinois for the resolution of any disputes.
- b) If any provision of this Agreement is found to be unenforceable, that provision shall be severed, and the remaining terms shall continue in full force and effect.

11) ATTORNEYS FEES

- a) The Company shall be entitled to recover all collection costs and reasonable attorney fees incurred in enforcing its rights under this Agreement.

Signatures			
Signature of Customer: X		Signature of Advanced Crane: X	
Print Name:	Date:	Print Name:	Date:

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