



EQUIPMENT RENTAL TERMS

THIS IS AN EQUIPMENT RENTAL AGREEMENT ENTERED INTO BY AND BETWEEN

_____ (“RENTER”)
**AND THE CRANE GUY (“THE CRANE GUY”) ENTERED INTO THE DAY AND DATE
HEREINAFTER SET FORTH.**

TERMS OF AGREEMENT:

THE PARTIES DO HEREIN BIND THEMSELVES TO THE TERMS OF THIS AGREEMENT IN REGARD TO ALL EQUIPMENT RENTED BY RENTER FROM THE CRANE GUY FROM THE DATE OF THIS AGREEMENT UNTIL TERMINATED, MODIFIED, OR REPLACED.

INSURANCE REQUIREMENTS:

- 1. PROOF OF INSURANCE IS REQUIRED NAMING THE CRANE GUY AS ADDITIONAL INSURED UNDER GENERAL AND AUTO LIABILITY WITH LIMITS NO LESS THAN \$1,000,000.00 (ONE MILLION DOLLARS).**
- 2. NAMED LOSS PAYEE UNDER MISCELLANEOUS EQUIPMENT/AUTO PHYSICAL DAMAGE FOR LIABILITY ARISING OUT OF EQUIPMENT/AUTO RENTED TO THE NAMED INSURED.**
- 3. THE RENTER AGREES TO OBTAIN, AT RENTER’S OWN EXPENSE, ALL-RISK INSURANCE COVERAGE EQUAL TO THE REPLACEMENT VALUE WITHOUT DEDUCTION FOR DEPRECIATION OF THE RENTED EQUIPMENT. THE EQUIPMENT MUST BE INSURED BY THE RENTER BEFORE IT CAN LEAVE THE PREMISES OF THE CRANE GUY AND MUST INCLUDE IN TRANSIT/SHIPMENT INSURANCE COVERAGE. THE RENTER AGREES TO PROVIDE WRITTEN CERTIFICATION AND PROOF FROM RENTER’S INSURANCE COMPANY OF AN ALL-RISK POLICY NAMING THE CRANE GUY AS A LOSS PAYEE FOR ANY AND ALL CLAIMS INCLUDING COVERAGE OF THE EQUIPMENT WHILE IN POSSESSION OF A COMMON CARRIER DURING SHIPMENT.**
- 4. IT IS FURTHER AGREED THAT SUCH INSURANCE, AS IS OFFERED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED, SHALL BE PRIMARY INSURANCE BUT NOT ONLY AS IT RESPECTS TO ANY CLAIMS, LOSS OR LIABILITY ARISING OUT OF THE OPERATION OF THE NAMED INSURED OR FROM USE OF RENTED EQUIPMENT BY NAMED INSURED AND ANY INSURANCE MAINTAINED BY ADDITIONAL INSURED SHALL BE NON CONTRIBUTING.**

EQUIPMENT:

THE CRANE GUY OFFERS ITS EQUIPMENT FOR INSPECTION AND TESTING AT THE TIME OF RENTAL. ALL EQUIPMENT IS RENTED IN GOOD CONDITION AND IS TO BE RETURNED IN THE SAME CONDITION. ANY REPAIR WORK NECESSARY SHALL BE PAID BY THE RENTER. IF THE UNIT IS DAMAGED BEYOND REPAIR, RENTER SHALL PAY FULL REPLACEMENT COSTS. RENTER MAY ALSO BE LIABLE TO PAY FULL RENTAL RATES UNTIL THE UNIT IS REPAIRED OR REPLACED AND BACK IN WORKING CONDITION. CLEANING CHARGES UP TO \$200.00 (TWO HUNDRED DOLLARS) MAY BE CHARGED TO THE RENTER IF THE EQUIPMENT IS SOILED BY HEAVY DUST, DIRT, SAND, OR MUD. IF THE EQUIPMENT IS MADE WET ON A PRODUCTION, A DRY OUT FEE MAY ALSO BE CHARGED. THE CUSTOMER AGREES TO KEEP AND MAINTAIN ALL OF THE RENTAL EQUIPMENT IN GOOD CONDITION AND ASSUMES FULL RESPONSIBILITY FOR ALL THE EQUIPMENT AND SUPPLIES UNTIL THE RENTED ITEMS ARE RETURNED. THE CUSTOMER AGREES NOT TO REMOVE, COVER, ALTER OR DEFACE ANY TAGS, SERIAL NUMBERS OR NAMEPLATES ON THE EQUIPMENT.

RETURNED EQUIPMENT:

ACCEPTANCE BY THE CRANE GUY OF THE RETURN OF RENTED EQUIPMENT DOES NOT WAIVE ANY CLAIMS THAT THE COMPANY MAY HAVE AGAINST THE CUSTOMER FOR PATENT, LATENT OR HIDDEN DAMAGE TO THE EQUIPMENT. THE CRANE GUY SHALL HAVE A REASONABLE PERIOD OF TIME AFTER RETURN OF SAID EQUIPMENT TO DISCOVER SAID DAMAGES.

PAYMENT TERMS:

PAYMENT TERMS ARE NET 30. FIRST TIME AND OUT OF TOWN RENTERS WILL BE ON A C.O.D. BASIS ONLY. DUE AT THE END OF THE JOB. ALL ACCOUNTS THAT HAVE PRIOR NET 60 DAY PAYMENTS WILL BE C.O.D. AS WELL.

CANCELLATIONS:

ONE FULL DAY SHALL BE CHARGED FOR CANCELLATIONS MADE WITHIN A 24 (TWENTY-FOUR) HOUR PERIOD PRIOR TO THE RENTAL DAY. HOLDS WILL AUTOMATICALLY BE RELEASED 3 DAYS PRIOR TO THE SCHEDULED SHOOT DAY.

LABOR RATES:

ALL LABOR RATES QUOTED UNLESS OTHERWISE AGREE UPON, ARE BASED ON A 10 (TEN) HOUR DAY. AFTER 10 (TEN) HOURS, THE LABOR RATES IS TIME AND ONE HALF. CRANE TECHNICIANS ARE PORTAL TO PORTAL.

RENTER DOES HEREIN WARRANT THAT ITS AUTHORIZED AGENT, HAS READ THE TERMS OF THIS AGREEMENT, UNDERSTANDS THE SAME AND DOES SIGN IT ON BEHALF OF RENTER AS RENTER'S FREE ACT AND DEED. THE BELOW SIGNOR FOR RENTER DOES HEREIN WARRANT THAT HE/SHE IS DULY AUTHORIZED TO BIND CUSTOMER TO EACH AND EVERY TERM OF THIS AGREEMENT.

IN WITNESS WHEREOF: THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS THIS _____ DAY OF _____, 20_____.

RENTER (COMPANY):_____

BY (SIGNATURE):_____

BY:_____

**THE CRANE GUY
OWNER/OPERATOR**