

WE Concrete Pumping, Inc.

TERMS AND CONDITIONS

1. **INDEMNIFICATION** -- Contractor agrees to indemnify, defend, and save Concrete Pump Company, its employees and agents harmless from all claims for death or injury to persons, including Concrete Pump Company's employees, of all loss, damage or injury to property, including the equipment, arising directly, indirectly, or in any manner out of Contractor's work, use, operation and possession of the crane and operator. Contractor'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 shall be required to indemnify Concrete Pump Company for Concrete Pump Company's own negligence or fault, whether the negligence or fault of the Concrete Pump Company be direct, indirect or derivative in nature and whether the damages claimed are caused in whole or in part by the acts, errors or omissions of the Concrete Pump Company or its employees and agents. If this Crane Rental Subcontract is for the performance of work on a public project, Contractor's indemnification obligations are further limited by FL ST §725.06(2) and (3). Specifically, on public projects contractor shall only indemnify, hold harmless and defend Concrete Pump Company and its employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrong misconduct of Contractor and persons employed or utilized by Contractor in the performance of the public project. Pursuant to the provisions of FL ST § 725.06 the parties hereby agree that the indemnification obligations of the above paragraph are limited to the amount of \$5,000,000. The parties hereby further agree that this limitation bears a commercially reasonable relationship to the contract and is incorporated as part of the project specifications or bid documents, if any, and further, that the amounts of the indemnification limitation specified herein bear a commercially reasonable relationship to the contract in light of the risks to person and property which may arise from or relate to the project and work contemplated by this agreement. Concrete Pump Company and Contractor expressly acknowledge and agree that these indemnification provisions pertain only to claimed damages arising from this contract or its performance and, also, that these provisions shall not require Contractor to indemnify Concrete Pump Company for damages to persons or property caused in whole or in part by any act, error, or omission of a party other than: (a) Contractor; (b) Contractor's contractors, subcontractors, sub-subcontractors, material men or agents or any tier or their respective employees; or (c) the Concrete Pump Company or its officers, directors, agents or employees provided, however, such indemnification shall not include claims of, or damages resulting from gross negligence or willful, wanton, or intentional misconduct of the Concrete Pump Company or its officers, directors, agents or employees, or for statutory violations or punitive damages except and to the extent the statutory violations and punitive damages are caused by or result from the acts, errors or omissions of the Contractor or

any of Contractor's contractors, subcontractors, sub-subcontractors, material men or agents of any tier or their respective employees. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand.

2. INSURANCE –The Contractor agrees to purchase the following insurance coverages prior to the equipment's arrival on the job site. The Contractor shall procure the following coverages for Concrete Pump Company: a) worker's compensation and employer's liability insurance, 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 coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella non-contributory insurance in the amount of \$5,000,000 and Contractor's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Concrete Pump Company's insurance policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term; e) the Concrete Pump Company to be named as an additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 10 01 and ISO CG 20 37 10 01 must be used), and Contractor shall provide all insurance certificates to Concrete Pump Company when requested; f) all of Concrete Pump Company's, and anyone Concrete Pump Company is required to insure, policies are excess over all of Contractor's policies. To the extent that the Contractor may perform under this lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Concrete Pump Company's right to maintain any breach of contract action against the Contractor. The Contractor understands that this waiver shall bind its insurers of all levels, and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this lease.

3. OPERATION OF EQUIPMENT -- It is expressly agreed by and between the parties hereto that the equipment and all persons operating, repairing, or maintaining the equipment are under the exclusive jurisdiction, supervision and control of Lessee under this lease. It shall be the duty of Lessee to give specific instructions and directions to all persons operating, repairing, and maintaining the leased equipment. **Lessee agrees to provide or otherwise select competent and experienced personnel to direct the operation of the equipment, and further agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) and that ASME B30.27-2009 (and as amended) shall be used when operating the equipment.** Lessee specifically agrees that the Lessor has absolutely no control over any person operating or assisting in

operating, repairing, or maintaining the leased equipment. The cost of any repair necessary to restore the equipment to said condition shall be paid by Lessee. Any time beyond the minimum term required to make such repairs shall extend the term of this agreement to include such reasonable additional repair time as is necessary under the circumstances. This agreement shall be interpreted according to the laws of the Lessor's location stated on the front page.

4. LESSEE'S JOB SITE RESPONSIBILITIES – Lessee to provide a pumpable concrete mix, in terms of gradation of aggregate and batching of concrete, for the designated pumping equipment. Lessee to provide reasonable scheduling of concrete delivery, labor force for set up of system, handling of pumping system while placing, grout for priming system, a suitable place for cleanup of system and pump, a suitable roadway and reasonable accessibility to set up site. Otherwise, Lessee assumes all responsibility for the removal of pump from job site if tow trucks, wreckers' trucks, or etc. are required due to weather, road or job site conditions. It is the Lessee's responsibility to notify in advance a change of schedule to pumper. Hoisting of lines above ground level, labor to set-up and clean up system are the responsibilities of the Lessee.

5. DELAYS STOPPAGES AND BACKCHARGES – (A) No backcharges shall be charged against Pumper for delays or stoppage which result from (a) breach of Responsibilities of Lessee, above set forth; (b) un-pumpable mixes; (c) mechanical breakdown or failure of pumping equipment that is caused by difficult or un-pumpable mixes;

(d) for the first (1) one hour of any other mechanical breakdown or failure of the pumping equipment; (e) late arrival for a scheduled afternoon pour; (f) damage to asphalt; (g) strikes, lockouts, acts of God, adverse weather or other causes beyond the reasonable control of Pumper; (h) damage to property beyond curb line, or (i) loss of concrete resulting from addition of water. (B) Backcharges for concrete finisher overtime labor costs, if otherwise allowable, shall not exceed the actual time of the delay or stoppage of the pumping equipment less the first one (1) hour of such breakdown or failure, as above provided. (C) Backcharges for loss of concrete, if otherwise allowable, shall accrue only for that amount of concrete lost which exceeds five percent (5%) of the total volume of concrete pumped in that one (1) day period. (D) In no event shall backcharges accruing exceed the total rental price chargeable by Pumper for that one (1) day period.

6. NOTICE AND WAIVER – Backcharges and claims for damages resulting from delay due to the fault of the Lessor shall be deemed waived by Lessee unless claim is made in writing to Lessor within forty-eight (48) hours from the beginning of the delay.

7. TERMS OF PAYMENT – Lessee shall pay Lessor all rental payments within thirty (30) days from the date of invoice or on or before the tenth (10th) day of the month following the month in which the work was performed, whichever is earlier. All sums not paid when due shall bear interest at the rate of 1 ½% per month from the date until paid or the maximum legal rate permitted by law, whichever is less; and all cost of collection, including reasonable attorney's fees. Shall be paid by Lessee. Lessor, at its option, may require Lessee to make rental payments in advanced.

8. **CONDITIONS** -- The Lessee shall indemnify and hold harmless the Lessor and all its agents and employees from and against all claims, damages losses, expenses, including attorney's fees, arising out of or resulting from the actions caused by concrete hose whipping. The Lessee hereby agrees that it 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. If the ground or soil condition is such that it cannot support the equipment, the Lessee shall take all necessary measures to ensure that these conditions are remedied prior to the equipment being placed on that ground or soil. These measures include, but are not limited to, the provision of proper shoring or cribbing or other measures. Lessee assumes all responsibility to protect the equipment and persons in or around the equipment from the danger of power lines. Lessee shall not expose the equipment or any persons in or around such equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the equipment 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 keep the equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards.

9. **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 whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Less or that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.