



**DAILY EQUIPMENT RENTAL AGREEMENT**

Lessor (also known as "Company"):	
Lessee (also known as "Customer"):	

THE TERMS AND CONDITIONS OF THIS WORK ORDER/EQUIPMENT RENTAL AGREEMENT (hereinafter "Agreement"), AS SET FORTH ON THIS PAGE, ON THE REVERSE SIDE AND AT URL(S): [WWW.SPARTACRANEANDCONSTRUCTION.COM](http://WWW.SPARTACRANEANDCONSTRUCTION.COM) ARE AGREED TO BY THE LESSOR AND LESSEE. ALL OF THESE TERMS ARE INCORPORATED INTO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO INDEMNITY, INSURANCE, LIMITATION OF LIABILITY, OPERATION AND USE OF EQUIPMENT, LIFT DIRECTOR (B30.5), RELEASE AND ASSUMPTION OF LIABILITY. THE INDIVIDUAL SIGNING FOR LESSEE HAS BEEN GIVEN FULL AND COMPLETE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS AGREEMENT IS VALID FOR THE GREATER OF 364 DAYS, THE DURATION OF THE PROJECT FOR THIS AND ANY OTHER EQUIPMENT THAT IS LEASED TO LESSEE.

Lessor:	_____	Lessee:	_____
	(Must be signed prior to beginning work)		(Must be signed prior to beginning work)
Name:		Name:	
Title:		Title:	
Date:		Date:	

THE ABOVE WORK IS VERIFIED AS CORRECTLY PERFORMED BY LESSEE. LESSEE CERTIFIES THAT THERE HAVE BEEN NO INCIDENTS INVOLVING THE OPERATOR AND/OR THE EQUIPMENT AND THAT THE LIFT DIRECTOR WAS PRESENT AND GAVE THE APPROPRIATE DIRECTIONS TO THE OPERATOR. THIS AGREEMENT IS VALID FOR THE GREATER OF 364 DAYS OR THE DURATION OF THE PROJECT. LESSEE HAS REVIEWED AND AGREED TO THE TERMS AND CONDITIONS AS SET FORTH ABOVE.

Lessor:	_____	Lessee:	_____
	(Must be signed at the end of work)		(Must be signed at the end of work)
Name:		Name:	
Title:		Title:	
Date:		Date:	

THE PARTIES TO THIS AGREEMENT INTEND TO ADD TO THIS AGREEMENT THE ADDITIONAL TERMS AND CONDITIONS LOCATED AT URL(S): [WWW.SPARTACRANEANDCONSTRUCTION.COM](http://WWW.SPARTACRANEANDCONSTRUCTION.COM) THESE DOCUMENTS ARE INCORPORATED BY REFERENCE AND MADE A PART OF THIS AGREEMENT AS IF FULLY SET FORTH HEREIN. IN THE EVENT OF ANY CONFLICT, OR INCONSISTENCY BETWEEN THE INCORPORATED DOCUMENTS AND THIS AGREEMENT, THE INCORPORATED DOCUMENTS SHALL CONTROL.



**1. THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY PURCHASE ORDER ISSUED AT ANY TIME, RELATING TO ANY QUOTE, BID, OR PROPOSAL.**

Customer shall be conclusively deemed to have accepted these Terms and Conditions (hereinafter "Agreement"), and to have entered into this Agreement with Lessor, also known as Company. This Agreement shall be interpreted in accordance with the laws of the State where the main office of Company is located and the laws of the United States of America, including, but not limited to, federal transportation law while the Cargo or Equipment is in transit. For work performed outside the State(s) set forth in paragraphs 3 & 4 below, paragraphs 3 & 4 are deleted and incorporated by reference into this Agreement are the state specific Indemnity and Insurance provisions found at URL: WWW.SPARTACRANEANDCONSTRUCTION.COM Company and Customer, each shall be known as a Party and together they shall be known as Parties.

**2. CHANGE IN CONDITIONS.** Any changes to the condition of the site or work from the time of the proposal to the time when Company starts the work shall be the responsibility of the Customer. Customer shall immediately notify Company by email of any changes not previously disclosed regarding the setup or site conditions. In the event of an increase in the work, the contract price shall be increased by a fair and reasonable valuation based upon the original contract rates. In either an increase or decrease in work, Customer shall provide an extra work notification to Company. Signing a time sheet is an automatic or extra work notification & serves as authorization of overtime pay.

**3. TEXAS INDEMNIFICATION AND RELEASE PROVISIONS (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL).** IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL TEXAS LAWS, AND TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY TEXAS LAW. -- LESSEE'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. PURSUANT TO V.A.T.S. INSURANCE CODE §151.102 LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE LESSOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE LESSOR, OTHER THAN THE LESSEE OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER. HOWEVER, 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 LESSEE UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE LESSEE'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF ITS LIABILITY INSURANCE AND THE PURCHASE OF SUCH INSURANCE FOR LESSOR 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 PROCUREMENT OF INSURANCE.

**MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.007).** TO THE FULLEST EXTENT PERMITTED BY LAW, LESSOR AND LESSEE AGREE TO INDEMNIFY EACH OTHER AND EACH OTHER'S CONTRACTORS AND THEIR EMPLOYEES AGAINST LOSS, LIABILITY OR DAMAGES ARISING IN CONNECTION WITH BODILY INJURY, DEATH, AND DAMAGE TO PROPERTY OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR THEIR EMPLOYEES, AND INVITEES OF EACH PARTY ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACT. THIS PROVISION ONLY APPLIES TO CONTRACTS FOR A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.002. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.

It is further the parties intention that if an action for damages is brought by an injured employee against a third party liable to pay damages for the injury under the Texas Labor Code that results in a judgment against the Lessor or a settlement by the Lessor, the employer is liable to the Lessor for reimbursement or damages based on the judgment or settlement since the employer/ Lessee executed, before the injury occurred, this written agreement with the third party to assume the liability of the Lessor. TEX. LAB. CODE ANN. § 417.004 (West 2015)

**4. TEXAS INSURANCE.** To the fullest extent permitted by Texas law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to V.A.T.S. INSURANCE CODE §151.104, additional insured coverage shall be limited in scope, in the same manner as set forth in the INDEMNIFICATION section above, such that it shall not provide coverage which is prohibited for an agreement to indemnify, hold harmless, or defend. The Lessee shall procure the following coverages for Lessor: 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 ("CGL") insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies and Lessor's policies are excess to Lessee's policies; d) inland marine/all-risk and/or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and/or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Lessor; f) for all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g) Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage to Lessor: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; all must be used and modified but only to the extent required by V.A.T.S. INSURANCE CODE §151.104; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i) Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete scope of work, including all services, advice, recommendations, plans or specifications provided; j) Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k) Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l) Lessee shall provide all insurance certificates to Lessor when requested by Lessor and prior to start of work by Lessor; m) all of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n) all Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o) all Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p) all Lessee's policies must remove the "employer's liability exclusion" for all additional insureds; and q) all Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee 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 Agreement. LESSOR SHALL BE CERTIFICATE HOLDER, LOSS PAYEE AND ADDITIONAL INSURED.

**5. OPERATION AND USE OF EQUIPMENT.** Customer shall, at all times, transport, store and/or operate the Equipment (also referred to as load handling Equipment or "LHE") in a safe and competent fashion and shall be responsible for the actions of all those persons involved in the transportation, storage and/or operation of the Equipment. Customer shall, at all times, comply with all applicable local, state, federal and provincial statutes, rules and regulations relating to the operation of the LHE. During transportation, delivery, set-up, use and operation of the Customer, directly and through its agents, servants and employees, shall at all times, assume the roles and fulfill all the responsibilities of the: a) A/D director (Assembly/Disassembly director), b) controlling entity, c) Lift Director, d) Lift Planner, e) Site Supervisor, f) Site Safety Officer, g) Crane User and/or LHE User, i) Crane Operator and/or LHE Operator, j) Signaller, k) Rigger, l) Spotter, and m) Transport Operator, as those terms are defined in 29CFR1926.1400 (OSHA), ASME P30.1 Lift Planning and ASME B30.5 Mobile and Locomotive Cranes. Customer shall, at all times, (i) comply with all federal, state, provincial and local laws and regulations in all material respects relating to this Agreement; and (ii) have in place and maintain any and all licenses, permits, and other authorizations required by federal, state, provincial and local laws. If Company supplies any Lift Plans for use by the Customer and/or the Lift Director, Customer agrees that the Lift Plan are supplied for informational purposes only, and the Lift Director is ultimately responsible to review and approve the Lift Plan for use. Company is not responsible for any information used in the preparation of the Lift Plan. Customer is solely responsible for the gathering of all information used in the Lift Plan. Customer hereby guarantees that those agents, servants and employees assigned the roles and functions set forth above shall be, at all times, through education, training, experience, skill and physical fitness, as necessary, be competent and capable to perform the functions they are assigned. Customer specifically agrees that Company has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased Equipment ("Operator"). Company may provide an operator with the Equipment. Customer may reject this operator; however, if operator is not rejected, the operator is under the Customer's exclusive direction and control and is Customer's agent, servant, and employee. Customer further agrees to use said Equipment in accordance with the manufacturer's instructions and agrees not to exceed the manufacturer's rated load capacities for such or similar Equipment. Customer expressly agrees that counter-weight in excess of the manufacturer's specification shall not be used. It is expressly agreed by and between the parties hereto that the Equipment and all persons operating the Equipment are under the exclusive jurisdiction, supervision and control of Customer under this Agreement. It shall be the duty of Customer to give specific instructions and directions to all persons operating, maintaining, and assembling/disassembling, mobilizing or demobilizing the Leased Equipment. Customer specifically agrees that the Company has absolutely no control over any person operating or assisting in operating, using, maintaining or assembling/disassembling the Equipment. Customer agrees to at all times provide, at Customer's sole cost and expense, any operating personnel that may be required to operate the Equipment and competent and experienced supervision (including a "Lift Director") to direct use of the Equipment and the activities of furnished operating personnel.