

TERMS AND CONDITIONS OF CONTRACT (PA)

1. INDEMNIFICATION – To the fullest extent permitted by law, Customer agrees to indemnify and save Rigging Company, its employees and agents harmless from all claims for death or injury to persons, including Rigging Company's employees, for all loss, damage or injury to property, including the equipment, arising in any manner out of Customer's operation. Customer'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. Customer shall be required to indemnify Rigging Company for Rigging Company's own negligence or fault, whether the negligence or fault of the Rigging Company be direct, indirect or derivative in nature. Further, Customer shall be required to indemnify Rigging Company for any and all of Rigging Company's own negligence or fault including gross negligence of the Rigging Company or Rigging Company's employees, agents or any other person. However, the indemnification 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 Customer under workers' compensation acts, disability benefits acts, or other employee benefits acts, including but not limited to the Pennsylvania Worker's Compensation Act, 77P.S. § 481. Customer waives any immunity provided pursuant to the Act and any immunities of any similar Act or statute. The Customer's obligation to indemnify Rigging Company shall survive the termination of this agreement. The Customer hereby releases Rigging Company and all of its employees, agents, workman, officers or shareholders of and from any claim for damages or injury that may occur or have occurred as a result of such operations, including but not limited to claims caused or alleged to have been caused in whole or in part by the acts or negligence of the Rigging Company, its employees, agents, workman, officers or shareholders. It is understood that this release applies whether or not such equipment is operated by Rigging Company or any of its employees, agents, workman, officers or shareholders. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or providing of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the equipment, and costs of testing of property, equipment, or other items) initiated by the Rigging Company, Rigging Company's insurance carriers or Rigging Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased equipment, whether or not such accident involves personal injury, death or damage to the leased equipment or other property or all of these.

2. INSURANCE – The Customer agrees to carry and maintain the following insurance coverages prior to the Rigging Company's arrival on the job site. The Customer shall carry and maintain the following coverages for Rigging Company's protection: a) worker's compensation employer's liability insurance applicable to Customer's employees, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages 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 Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Rigging 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 any equipment (noted on first page) 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) all policies are to be written by insurance companies acceptable to the Rigging Company; f) the Rigging Company and all affiliated partnerships, joint ventures, corporations and anyone else who Rigging Company is required to name as an additional insured, are to be included as additional insureds on all liability insurance policies, including excess/umbrella policies. ISO Forms CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, and CG 20 34 03 97 must be used for the purpose of so including the Rigging Company and the foregoing affiliated entities as additional insureds. Customer shall name Rigging Company as a Loss Payee on all insurance policies, and Customer shall provide all insurance certificates and/or insurance policies to Rigging Company when requested; g) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insured's prior to cancellation; h) all of Rigging Company's policies and the policies of anyone Rigging Company is required to insure, are excess over all of Customer's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Rigging Company. Customer's agreements to indemnify and hold Rigging Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the providing of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Rigging Company's right to maintain any breach of contract action against the Customer. Customer 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 Customer 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.

3. CONDITIONS –GROUND/POWERLINES —The Customer hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the rigging is to be performed. The Customer shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support all rigging operations. If the ground or soil condition is such that it cannot support the Equipment, the Customer shall take all necessary measures to ensure that these conditions are remedied prior to the Equipment's 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. Customer assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Customer 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's being operated in or around such power lines. Customer 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, Customer shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Customer shall be responsible for the insulating of any power lines, the grounding of all equipment and will be required to use rigging or other equipment designed to prevent electrocution.

4. SITE MANAGEMENT -- It is expressly agreed by and between the parties hereto that the Equipment and all persons performing rigging operations or assembling/disassembling Equipment are under the exclusive jurisdiction, supervision and control of Customer. Customer agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) and all applicable OSHA Regulations (as amended). This agreement shall be binding upon and shall inure to the benefit of the parties and their successors, administrators, executors, trustees and assigns. This agreement shall be interpreted according to the laws of Rigging Company's location stated on the front page. This agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party.

5. FORCE MAJEURE – Rigging Company shall not be liable to Customer for any loss, cost, or damages arising out of, or resulting from, any failure to perform in accordance with the terms of this Agreement where such failures shall be beyond Rigging Company's reasonable control, which, as employed herein, shall be deemed to mean, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, acts of piracy or other perils of the sea, blockades, insurrections, terrorism, riots, governmental actions, explosions, fire, floods or any other cause not within Rigging Company's reasonable control.

6. DAMAGE CLAIMS – Customer must present any claim for loss or damage to any of the Customer's Equipment in writing seven (7) days from the date of the Customer's Equipment's arrival at the jobsite. Payment by Customer and Customer's signing of the receipt for the Customer's Equipment without immediate notification of damage shall be evidence of satisfactory delivery and satisfactory performance of Rigging Company's services.

7. TERMS OF PAYMENT – The Customer agrees to pay all rigging and packaging invoices to the Rigging Company within 15 days from the date of Rigging Company's invoice per invoice submitted. The Customer agrees to pay all transportation invoices within 10 days of date of invoice per invoice submitted. If Rigging Company does not receive payment within the specified time frame (i.e. fifteen (15) days from date of rigging and packaging invoices and ten (10) days from date of shipping invoices), Customer agrees to pay, in addition to the amount billed, a late fee of (1.5%) per month of the total invoice amount. In addition to such late fee and any other rights the Rigging Company may have. The Rigging Company further reserves the rights in the event payment is not received within the specified timeframe to, at Rigging Company's option, suspend or refuse to perform any further services under this agreement without liability.

8. 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 Rigging Company that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

9. CONSEQUENTIAL DAMAGES: Regardless of any provision of this contract, neither Rigging Company nor Customer shall ever be liable to each other for consequential damage, lost profits or any other form of special damages. This is a mutual waiver of these damages.