



COLORADO MOUNTAIN CRANE
P.O. BOX 381 • Breckenridge, CO 80424
coloradomountaincrane@gmail.com

CRANE RENTAL SERVICE AGREEMENT (CO)

DATE DAY OF WEEK JOB NO.

LESSEE'S NAME

ADDRESS

CITY & STATE Email

MAXIMUM ANTICIPATED GROUND BEARING PRESSURE:

JOB/NAME AND LOCATION

CRANE NO. BOOM LENGTH

JIB LENGTH

OPERATOR OILER

ACCESSORY EQUIPMENT PROVIDED

HAVE SIGNED AT START OF JOB

THE INDIVIDUAL SIGNING THIS AGREEMENT HAS THE ACTUAL AUTHORITY TO SIGN THIS AGREEMENT. THIS AGREEMENT HAS TERMS AND CONDITIONS ON THIS PAGE AND ON THE REVERSE SIDE AND WHICH ARE UNDERSTOOD AND AGREED TO BY ALL PARTIES. THIS AGREEMENT IS VALID FOR THE DURATION OF THIS PROJECT AND THE PARTIES FURTHER AGREE THAT THIS AGREEMENT DOES NOT NEED TO BE SIGNED EACH DAY TO BE BINDING ON THE PARTIES. AS STATED BY LAW,

LESSEE DATE BY Signature of Lessee's Authorized Representative

SUBCONTRACTOR DATE BY Signature of Subcontractor's Authorized Representative

LESSOR DATE BY Signature of Lessor's Authorized Representative

TIME LEFT FOR JOB TIME LEFT JOB

TIME ARRIVED ON JOB TIME ARRIVED YARD

DESCRIBE WORK

HAVE SIGNED AT END OF DAY

THE INDIVIDUAL SIGNING THIS AGREEMENT HAS THE ACTUAL AUTHORITY TO SIGN THIS AGREEMENT THE ABOVE WORK VERIFIED TO BE CORRECT. LESSEE CERTIFIES THAT THERE HAVE BEEN NO ACCIDENTS INVOLVING ANY OF THE LEASED EQUIPMENT:

LESSEE DATE BY Signature of Lessee's Authorized Representative

SUBCONTRACTOR DATE BY Signature of Subcontractor's Authorized Representative

LESSOR DATE BY Signature of Lessor's Authorized Representative

The Lessee agrees that Lessee 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. Specifically, the Lessee agrees to observe and at all times comply with the required ground bearing pressure for the Equipment specified by the Equipment manufacturer and/or set forth above. Lessee assumes all responsibility to protect the Equipment and all persons in or around the Equipment from the danger of energized or de-energized power lines.

Lessee will provide Colorado Mountain Crane with adequate access and set up area. Lessor will not be held responsible for damages caused by our cranes accessing and/or setting up on your site. Lessor will not be held responsible for damages to driveways, including but not limited to cracked or sunken asphalt, and damage to heated driveways, underground water, sewer, or electrical lines.

## TERMS AND CONDITIONS OF CONTRACT (CO)

This document is a contract between TWO BIG DOGS ENTERPRISES LLC dba COLORADO MOUNTAIN CRANE, hereinafter referred to as Lessor, and \_\_\_\_\_, hereinafter referred to as Customer or Lessee, for service and/or equipment for a project in common and is comprised of the face and reverse side. Please read both sides in their entirety, as they contain important terms and conditions. The term "LESSOR" shall include the Lessor, its parent, subsidiaries, affiliates, partners, joint interest owners, members, shareholders, co-owners, and joint ventures, if any, and the agents, officers, directors, employees and representatives of these other persons. The term "LESSEE" shall include the Lessee, its parent, subsidiaries, affiliates, and joint ventures, if any, as well as its subcontractors, and the agents, officers, directors, employees and representatives of these other persons.

**1. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS:** IN CONSIDERATION OF AND IN EXCHANGE FOR THE USE OF LESSOR'S EQUIPMENT FOR THE PURPOSES OF LIFTING AND/OR HOISTING MATERIALS OR PROPERTY, TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR, ITS EMPLOYEES AND AGENTS, FROM CLAIMS FOR DEATH OR INJURY TO PERSONS, INCLUDING LESSOR'S EMPLOYEES, FOR LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S WORK AND/OR USE OF THE EQUIPMENT AND OPERATOR. LESSEE'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE COSTS OR EXPENSES ARISING OUT OF CLAIMS SPECIFIED HEREIN, INCLUDING ALL COURT AND/OR ARBITRATION COSTS, FILING FEES, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO C.R.S.A. 13-21-111.5(6), LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, INSURE, OR DEFEND IN LITIGATION LESSOR FOR DAMAGE ARISING OUT OF DEATH OR BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE NEGLIGENCE OR FAULT OF THE LESSOR OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE LESSOR. HOWEVER, THE INDEMNIFICATION OBLIGATION UNDER THE ABOVE PARAGRAPH 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. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING INDEMNIFICATION OR THE PROVIDING 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. FURTHERMORE, AS PART OF LESSEE'S ADDITIONAL OBLIGATIONS HEREUNDER, LESSEE 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 LESSOR, LESSOR'S INSURANCE CARRIERS OR LESSOR'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** – Pursuant to C.R.S.A. 13-21-111.5(6), Lessee shall not be required to insure or defend in litigation Lessor for damage arising out of death or bodily injury to persons or damage to property caused by the negligence or fault of the Lessor or any third party under the control or supervision of the Lessor. However, the Lessee at its expense agrees to carry, maintain and provide the following insurance coverages prior to the Equipment's arrival on the job site; a) worker's compensation and employer's liability insurance applicable to Lessee's employees, 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 coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) follow form excess/umbrella non-contributory insurance in the amount of at least \$5,000,000; said primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Crane Company policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full replacement cost of the Equipment, including any boom or jib, for its loss or damage from any and all causes of loss; said insurance policy shall include loss of use coverage for Contractor's Equipment, Leased, Rent, Borrowed, including Continued Rental Expenses coverage for at least \$500,000; e) riggers liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; f) the Crane Company and all affiliated partnerships, joint ventures, corporations and anyone else who Crane 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 on ISO endorsement forms CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, and CG 20 34 03 97. Lessee shall name Crane Company as a Loss Payee and Additional Insured on all insurance policies, and Lessee shall provide all insurance certificates and/or insurance policies to Crane Company when requested; g) all Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); h) all Lessee's policies must remove the "employer's liability exclusion" for all additional insureds; i) all of Crane Company's policies and the policies of anyone Crane Company is required to insure, are excess over all of Lessee's policies. 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 Crane Company's right to maintain any breach of contract action against Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights which may accrue to it or its insurers. Lessee understands that this waiver shall bind its insurers of all levels and agree to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this agreement. To the extent that the Crane Company may perform under this Agreement without obtaining the above coverage, such an occurrence shall not operate, in any way, as a waiver of Crane Company's right to maintain any breach of contract action against the Lessee.

**3. OPERATION OF EQUIPMENT** - It is expressly agreed by and between the parties hereto that the Equipment and all persons operating the Equipment are under the supervision and control of Lessee under this lease. In the absence of Lessee's presence at the jobsite, the parties expressly agree that all persons operating the Equipment are under the direct supervision and control of Subcontractor hired by Lessee. In the event that Lessee assigns the task of supervision to Subcontractor then all persons operating the Equipment are under the supervision and control of Subcontractor. In any case it shall be the duty of Lessee to give specific instructions and directions to all persons operating the leased Equipment. **Lessee agrees to provide or otherwise select competent and experienced personnel to direct the operation of the equipment, in accordance with OSHA 29 CFR 1926.1428 signal person qualifications and both Lessee and Subcontractor further agree that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) and that ASME B30.5-2018 (and as amended) shall be used when operating the equipment, specifically Chapter 5-3 Operation, as well as the OSHA 29 CFR Subpart CC Cranes and Derricks in Construction sections 1926.1400 – 1926.1442.** The Lessee acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted to prevent compromising all or any portion of the Equipment. Any load measuring device used by the Crane Operator shall be used as an operator-aid only. If any Equipment has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that the Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such Equipment.

**4. ENIRE AGREEMENT** - The parties agree that the terms of this agreement are the sole and exclusive agreement between the parties, intended by the parties to be the only and final terms and agreements between them, superseding any and all oral or written understandings as otherwise might have been claimed to have existed, the assertion of which the parties hereby waive. This agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party.

**5. CONDITIONS –GROUND/POWERLINES/RIGGING**—The Lessee hereby agrees that Lessee will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked or operated. All power lines in the work area shall be identified prior to the work's beginning. All power lines are to be de-energized prior to the Equipment's 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 ensure the Equipment is kept 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 Lessee shall be responsible for the insulating of any power lines, the grounding of all equipment, and they will use rigging or other equipment designed to prevent electrocution. Lessee is required to provide any and all rigging to be used with the Equipment. If chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire, etcetera; are loaned to the Lessee by the Lessor for the Lessee's convenience, such property is solely the Lessee's responsibility. Lessee assumes responsibility for any defects in any rigging, whether the property of Lessee or otherwise. Lessee assumes all liability for the adequacy of, design of, or the strength of, any lifting lug or device embedded in or attached to any object to be lifted. Lessee assumes the responsibility for damage to any load on hook due to a failure of the rigging. **Lessee assumes the responsibility for the method of rigging and agree that all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401 under Lessee's direct supervision and control.**

**6. TERMS OF PAYMENT** – All payment received 30 days after the day of crane service will be charged 5% late fee on total bill. All payments received 60 days after the day of crane service will be charged 7% late fee on total bill. All payments received 90 days after the day of crane service will be charged 10% late fee on total bill.

**7. FORCE MAJEURE; LIMITATION OF LIABILITY:** Lessor shall not be responsible or liable for any delays or its failure to perform the terms and conditions of this Agreement if such delay or failure is caused by events or circumstances beyond the control of Lessor, including without limitation, acts of God, fire, catastrophe, weather conditions, strikes, lockouts, labor shortages, unavailability of parts, war, riots, civil commotion, confiscation, or governmental action or restriction, including frost law restrictions.

**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(s) whose signature is affixed hereto and the party for which those individual(s) have signed this agreement represent to Lessor that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

**9. NO COFLICT:** If any provisions hereof conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions of the Agreement.

**INSERT INSURED'S BUSINESS RENTAL TERMS OR PAYMENT PROCEDURES HERE Attach Exhibit A and Reference said Exhibit here.**