



Master Rental Agreement for Operated Equipment

Steel Giraffe LLC (Giraffe) - agrees to perform the lifting operation, requested by Customer, subject to the following:

1. Compliance with Laws and Standards: Customer shall comply with and conform to all applicable laws, regulations, ordinances, rules and orders of any governmental entity including, but not limited to OSHA laws and regulations and shall comply with all applicable ANSI /ASME B30.5-2021 Standards. Giraffe agrees to provide lifting services as further described in this Service Agreement. Customer is responsible for providing overall job site safety. Customer is responsible for providing a competent and experienced site supervisor and lift director to oversee job site and lifting operations. Customer is responsible for providing Giraffe accurate load weights and accepts all liability resulting from its failure to do so. Customer assumes responsibility, control of, and supervision for rigging, hooking and unhooking loads. Customer agrees to provide competent and qualified signal persons to direct Giraffe equipment operators. Giraffe work does not include rigging, signaling, hooking or unhooking the loads (except where and to the extent Giraffe's employees or designated subcontractors are used as agreed in writing by the parties hereto).

2. Title: Any equipment used to perform the lifting operation shall remain the property of Giraffe at all times. Customer shall keep the equipment free from any and all liens, encumbrances and claims whatsoever and shall not perform or permit any act that may encumber or impair Giraffe's title or rights in the equipment. Upon Giraffe's request, Customer shall promptly execute and/or deliver to Giraffe all documentation (such as estoppel certificates or a landlord waiver), as deems necessary or appropriate for the preservation, perfection or enforcement of Giraffe's interests in the Equipment and Giraffe's rights under this Service Agreement, and if Customer fails to do so, Giraffe may execute such documents on Customer's behalf and in Customer's name.

3. INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LESSOR AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES AND AGENTS (THE "INDEMNITIES") FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, SUITS, DEMAND INVESTIGATIONS, OBLIGATIONS, JUDGMENTS, LOSSES, COSTS, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH ARE INCURRED BY, ACCRUED, ASSERTED, MADE OR BROUGHT AGAINST, OR RECOVERABLE FROM ANY OF THE INDEMNITIES ARISING FROM OR OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THE CUSTOMER'S ACCEPTANCE, POSSESSION, TRANSPORT, USE, OPERATION, CONTROL OF THE EQUIPMENT, OR RETURN OF THE EQUIPMENT WHETHER OR NOT THE SAME ARISES FROM DAMAGE TO PROPERTY (REAL OR PERSONAL), INJURY OR DEATH TO PERSONS (INCLUDING BUT NOT LIMITED TO CUSTOMER'S EMPLOYEES, AGENTS AND REPRESENTATIVES), FAILURE TO COMPLY WITH APPLICABLE LAWS, REGULATIONS OR ORDINANCES, THE EQUIPMENT CONDITION, THE

LOSS OF USE OR SEIZURE OF THE EQUIPMENT, OR OTHERWISE OR ANY OTHER ACTION OR FAILURE TO ACT BY THE CUSTOMER, THEIR AGENTS, CONTRACTORS, AFFILIATES, OR EMPLOYEES; AND/OR) ANY CLAIMS OF THIRD PARTIES AGAINST CUSTOMER, THEIR AGENTS, CONTRACTORS, AFFILIATES. CUSTOMER EXPRESSLY AGREES TO WAIVE ANY WORKERS' COMPENSATION IMMUNITY IT MAY OTHERWISE HAVE. CUSTOMER'S OBLIGATION TO INDEMNIFY THE INDEMNITIES SHALL SURVIVE THE TERMINATION OF THIS LEASE. IN JURISDICTIONS IN WHICH THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION IS BROADER THAN THAT ALLOWED BY APPLICABLE LAW, THIS SECTION SHOULD BE INTERPRETED AS PROVIDING THE BROADEST INDEMNIFICATION PERMITTED AND SHOULD BE LIMITED ONLY TO THE EXTENT NECESSARY TO COMPLY WITH SAID LAW. THIS INDEMNIFICATION PROVISION DOES NOT NEGATE, ABRIDGE OR REDUCE ANY OTHER RIGHTS.

4. Payment Adjustments: Payments under this Service Agreement shall be subject to adjustment for excess hours of operator and/or crew time and/or excess hours of usage of the equipment in accordance with the rates agreed to at the time of the order, custom in the area where the lifting operation occurs, or by any applicable collective bargaining agreement, as the case may be. The Customer shall not be entitled to any abatement, deduction, reduction, set-off, counterclaim, recoupment or defense against payment for any reason.

Giraffe SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS SERVICE AGREEMENT.

5. Payment: All payments required hereunder shall be due in full upon billing. In addition to the rates shown on the face of this Service Agreement, Customer shall pay the following arising in connection with this Service Agreement:

- (a) All demurrage, storage, switching, and drayage.
- (b) All taxes, levies, assessment, fees and other public charges assessed as a result of this Service Agreement, including tangible personal property taxes if applicable.
- (c) All judgments, awards, fines, penalties, forfeitures, court costs, expenses, attorneys' fees (unless prohibited by law) incurred by Giraffe in accordance with Item 3 above.
- (d) Giraffe's costs and expenses including reasonable attorney's fees (unless prohibited by law) incurred in enforcing this Service Agreement and/or collecting any amounts due hereunder.
- (e) In the event of an accident resulting in damage to the equipment arising from the acts, omissions, misfeasance or malfeasance of Customer, including, but not limited to Customer's employees, agents, representatives, subcontractors or independent contractors, Customer shall be responsible for costs of repairs and related expenses, all consequential losses including, but not limited to loss of use of equipment, loss of profits and all reasonable attorney fees incurred in recovering such damages.

Any payments more than 30 days past due hereunder shall bear interest at the rate of 1.5% per month (or the maximum amount allowed by law whichever is higher.)

6. Default: If Customer fails to pay when due any payment or other amount required herein to be paid by Customer, or if Customer makes an assignment for the benefit of creditors, whether voluntary or involuntary, or if a petition is filed by or against Customer under the bankruptcy laws of the United States, in addition to other remedies Giraffe may exercise to protect its interest the following:

CUSTOMER AGREES THAT Giraffe MAY TAKE POSSESSION OF ANY OR ALL ITEMS OF EQUIPMENT, WHEREVER THESE ITEMS MAY BE LOCATED, WITHOUT DEMAND OR NOTICE, WITHOUT ANY COURT ORDER OR OTHER PROCESS OF LAW, AND WITHOUT LIABILITY TO CUSTOMER FOR ANY DAMAGES OCCASIONED BY SUCH TAKINGS OR POSSESSION.

7. Notice: Customer shall immediately notify Giraffe of any event or occurrence involving personal injury and/or property damage of any kind relating to Giraffe personnel or equipment. Customer shall immediately deliver to Giraffe any summons, pleading, notice or paper of any kind involving any claim, suit or proceeding relating to any event or occurrence involving Giraffe personnel or equipment. Customer shall not aid or abet the assertion of any such claim, suit or proceeding, and shall fully cooperate with Giraffe in investigating and defending the same.

8. Access and Site Conditions: The Customer shall provide Giraffe with proper ingress to and egress from the job site and provide protection of all paving, curbs, real estate, structures and/or improvements and Customer shall be responsible for all damage to any paving, curbs, real estate, structures and/or improvements caused by Customer's failure to provide proper ingress and egress. Customer is responsible for providing an operating area that is suitable for operation of the crane with respect to levelness, surface conditions, support capability, proximity to power lines, excavations, slopes, underground utilities, subsurface conditions, and obstructions to crane operations. Giraffe shall have immediate access to and the right to retrieve and repair any equipment used in the lifting operation and shall be entitled to enter upon Customer's property at any time for those purposes even in the event of a strike affecting Customer's facility or property. 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 the crane while in operation or otherwise. If the ground or soil condition is such that it cannot support the crane, Customer shall take all necessary measures to ensure that these conditions are remedied prior to the crane 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.

9. Jury Waiver: UNLESS PROHIBITED BY LAW, GIRAFFE AND CUSTOMER EACH KNOWINGLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, IN RESPECT OF, ARISING OUT OF, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM (OR AS TO ANY THIRD PARTIES) IN CONNECTION WITH THIS AGREEMENT, ANY OTHER DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE PARTIES' CONDUCT.

10. Assignment or Transfer: This is a personal services agreement that neither Giraffe nor Customer may assign or transfer to a third party without the combined prior written consent of both parties hereto (which consent may be withheld for any reason). Any such consent shall not release Customer from any obligations under this Service Agreement.

11. Lifting, Lug, Rigging, and Apparatus: Customer assumes all responsibility and liability to ensure the adequacy of the design and strength of any lifting lug or device embedded in or attached to any object, and of any and all rigging or lifting apparatus failures or defects (even if such rigging or lifting apparatus is supplied by Giraffe to Customer.)

12. MSDS Requirements: Customer shall provide Giraffe, upon delivery of the equipment to the job location, copies of material safety data sheets (MSDS) for all hazardous chemicals in use at said job location. or make such MSDS available at a central location at the job site, in order that Giraffe may comply with the requirements of all applicable local, state and Federal laws and regulations, including but not limited to OSHA regulations, regarding hazardous materials. Furthermore, Customer shall inform Giraffe of all precautionary measures that need to be taken to protect the operators and/or crew or other personnel during normal operating conditions and in foreseeable emergencies.

13. Full Agreement; Governing Law; Waiver; Sever-ability: This Service Agreement constitutes the full agreement between Giraffe and Customer. Any changes to this Service Agreement must be in writing signed by Giraffe and Customer. No conduct by either party to this Service Agreement shall be deemed a modification of this Service Agreement. This Service Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permissible assigns. The laws of the state of the job site location shall govern this Service Agreement. Headings are provided for convenience only, and not for interpretation of this Service Agreement. Giraffe and Customer are independent contractors of each other and Customer shall not be deemed to be the agent, servant or employee of Giraffe for any reason or purpose. No failure of Giraffe to enforce performance of any terms or covenants, or failure to exercise or delay in exercising any right under this Service Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. If any provision of this Service Agreement is held to be invalid or illegal by a court of competent jurisdiction, the invalid or illegal term will be deemed excluded from this Service Agreement and will not invalidate the remaining terms of this Service Agreement.

Customer Name / Title

Signature

Date