

Montana Crane Service, Ltd
209 East Cedar Bozeman, MT 59715
(406) 586-0909 Toll Free (800) 406-5438 LIFT
STANDARD BARE RENTAL CONTRACT (MT)

Customer/Lessee's Name: _____

Address: _____

Ordered by: _____ Phone # _____

Name and Location: _____

Type of Equipment: _____ Model _____ Serial # _____

Rental is to be at the rate of _____ per Daily Weekly Monthly (From date of delivery until equipment returned)

Transportation (Freight In) _____ Transportation (Freight Out) _____

Rental rate is based on 8 hours a day, 5 days a week, 160 hours per month. All additional hours will be an additional charge.

Lease Starts: _____ Anticipated Lease End: _____

Actual Lease End: _____

The full insurable value of the equipment is in the amount of _____

WE PROPOSE TO RENT YOU THE ABOVE EQUIPMENT SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. PARTIAL INDEMNIFICATION -- Lessee agrees to partially indemnify and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the equipment, arising in any manner out of Lessee's operation. Lessee's duty to partially 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 Montana Rev. Code 28-2-2111, Lessee shall indemnify, hold harmless, and insure Lessor, and lessor's employees and agents, for liability, damages, losses, and costs, including but not limited to attorneys' fees, only to the extent that the liability, damages, loss, and costs are caused by the negligence, recklessness, or intentional misconduct of a third party or the Lessee or Lessee's officers, employees, or agents. Lessee shall not be required to indemnify Lessor for Lessor's own negligence. However, the partial 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 workers' 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 indemnification and procurement of insurance. If this paragraph is declared invalid, then all other 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 –The Lessee agrees to purchase the following insurance coverages prior to the equipment’s arrival on the job site. Pursuant to Montana Rev. Code 28-2-2111, Lessee shall be required to insure or defend the Lessor for liability, damages, losses or costs, only to the extent that the liability, damages, losses, or costs are caused by the negligence, recklessness, or intentional misconduct of a third party or the Lessee. The Lessee shall procure the following coverages for Lessor: a) workers’ 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 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; 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, for the greater of \$1,000,000 or the valuation of the equipment listed on the front page of this contract, and the parties agree that this is the actual value of the equipment for the purposes of fixing the equipment’s insurable value; e) all policies are to be written by insurance companies acceptable to the Lessor; f) the Lessor and all affiliated partnerships, joint ventures, corporations and anyone else who Lessor is required to name as an additional insured, are to be included as additional insured’s on all liability insurance policies, including excess/umbrella policies, using ISO Form CG 20 10 10 01 and ISO CG 20 37 10 01, Lessee shall name Lessor as a Loss Payee on all insurance policies, and Lessee shall provide all insurance certificates to Lessor 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 Lessors, and anyone Lessor is required to insure, policies are excess over all of Lessee’s policies. In the event of loss, proceeds of property damage insurance on the equipment shall be made payable to Lessor. 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 lease 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 workers’ 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 lease.

3. OPERATION OF EQUIPMENT -- Lessee agrees to employ only competent, experienced and reliable personnel to operate, maintain and assemble/disassemble the equipment. If Lessor exercises the option and makes available to Lessee a pool of personnel from which the Lessee selects personnel to operate or assist in the operation of the lease equipment, Lessee agrees to indemnify Lessor against and save it harmless from all liability for wages, taxes, insurance contributions, other such payments, benefits under any workers’ compensation or similar law and employer’s liability charges or other similar expense respecting Lessee’s employment of such personnel. Lessee agrees that the equipment and all personnel operating such equipment, including Lessor’s employees, are under Lessee’s exclusive jurisdiction, supervision and control. 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 B30.5-2007 (and as amended) shall be used when operating the equipment, specifically Chapter 5-3 Operation. Lessee 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. Lessee expressly agrees that counter-weight in excess of the manufacturer’s specification shall not be used.

4. CONDITIONS –GROUND/POWERLINES/RIGGING — The Lessee hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the crane 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 crane while in operation or otherwise. If the ground or soil condition is such that it cannot support the crane, the Lessee shall

take all necessary measures to insure 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. 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. 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 will be required to use rigging or other equipment designed to prevent electrocution. Lessee is required to provide any and all rigging to be used with the equipment, chokers, slings, straps chains, hooks, spreaders, fittings, rope or wire, are loaned to the Lessee by the Lessor for the Lessee's convenience, and solely at the Lessee's responsibility. Lessee assumes responsibility for any defects in any rigging, whether the property of lessee or otherwise. 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 agrees that all persons involved in the rigging process are under Lessee's direct supervision and control.

5. NO RELIANCE ON LOAD MEASURING DEVICE -- If any crane 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 crane. The Lessee further acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted by any crane comprising all or portion of the equipment so as to ensure that any such load measuring device shall be used as an operator-aide only. As well, the Lessee acknowledges and agrees that if he relies in any way whatsoever on any load measuring device that he does so completely at his own risk.

6. WAIVER OF SUBROGATION/LIEN -- Lessee hereby agrees to waive any and all right of subrogation and any and all lien rights which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights arising from workers' compensation/employer's liability policies or other employee benefit programs or acts, commercial general liability policies, or any other loss incurred by the Lessee, or any other party, as a result of bodily injury or property damage. 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 lease. The Lessee further agrees that to the extent any insurer fails to recognize and honor this waiver and attempts to subrogate against the Lessor or enforce any lien rights against the Lessor, the Lessee shall be liable to the Lessor for all such sums as the Lessor may be required to pay or otherwise suffer loss of as a result of such subrogation or enforcement of lien rights.

7. USE OF EQUIPMENT -- In the absence of Lessor's written permission to do otherwise, Lessee shall use the equipment only in the conduct of its business and at the places of anticipated use as specified above. At no time shall the equipment be subjected to improper, careless or needlessly rough use or to any usage in violation of any statute, ordinance, rule regulation or order of any governmental or other entity having jurisdiction over the place of use. Lessee agrees: (a) to use the equipment in accordance with the manufacturer's instructions and within the rated load capacity for such or similar equipment; (b) that counterweight in excess of the manufacturer's specifications shall not be used; (c) that the equipment shall be protected from all hazard.

Lessee agrees not to alter or modify the equipment nor to remove or otherwise alter any numbering, lettering or insignia placed upon the equipment without first obtaining Lessor's written consent. Lessee shall maintain accurate maintenance records, repair records for the equipment and records of actual hours and dates of operation in the form prescribed by Lessor, which the parties expressly agree shall be incorporated herein by this reference. The maintenance shall also apply to tires, including replacement of worn or damaged tires is at the Lessee's expense. Lessee shall keep Lessor informed of the location and condition of the equipment at all times and Lessor shall be given access to the equipment at all reasonable times for the purpose of inspection.

8. TITLE -- Lessor retains title to the equipment. Lessee agrees to keep the equipment free from all liens or other encumbrances. Lessee agrees to notify Lessor immediately if any lien or any attachment or other claim is filed against the equipment. Lessee agrees to protect Lessor's interest in the equipment at all times during the term.

9. INTERPRETATION/DURATION OF CONTRACT -- This agreement shall be interpreted according to the laws of the Lessor's primary location, or as indicated on the first page of this agreement. This agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party. This contract shall be in effect for the duration of one year unless expressly terminated in writing by Lessor. All notices required may be served personally or sent by certified mail, return receipt requested, with postage prepaid, to the address of the other party herein unless a different address is designated hereafter in writing. Should any provision of this lease be invalidated in whole or in part by any competent authority, such provision shall continue in effect only to the extent permitted; however, the remaining provisions shall remain in full force and effect.

10. DAMAGE TO EQUIPMENT -- All risks of loss or damage to the Equipment, accidental or otherwise shall be borne by Lessee. The appraisal of any such loss or damage shall be based upon the replacement value of new equipment as stated under the value of equipment. In making such adjustment it is understood that no rentals, paid or due, shall apply to the payment of such loss. The rental period shall continue while all repairs to the equipment are completed. Lessee shall and does hereby indemnify and hold Lessor harmless from any liability of any kind arising out of possession, maintenance, use, operation, assemble/disassemble, and/or failure of the leased Equipment, whether defective or not. If the equipment is damaged or made inoperable in any way other than as a result of normal operating wear, the Lessee shall notify Lessor in writing within forty-eight (48) hours of its occurrence, specifying the extent and nature of the damage. Repairs to structural or load carrying portions of the equipment, including but not limited to boom sections, are not to be undertaken without first obtaining Lessor's written consent.

11. PAYMENTS - Rental payments shall be billed to the Lessee at the address stated on this contract on the 30th of each month and shall be due by the 10th of the next month. Interest on any balance unpaid after 30 days shall accrue at the rate of 1% per month (12% annual percentage rate).

12. DEFAULT -- REPOSSESSION -- Lessor may enter any premises where the equipment is located without notice and may repossess all or any part of it if (a) Lessee fails to make prompt payments when due; and/or (b) if Lessee breaches any other provision of this lease; and/or (c) if Lessee becomes insolvent, or makes an assignment for the benefit of creditors, or becomes subject to any proceeding in the nature of bankruptcy; and/or (d) if Lessor shall deem it necessary to protect its rights in the equipment against loss or damage; and/or (e) upon termination of this lease for any reason. The rights specified by this paragraph are in addition to all other rights of Lessor. If Lessor repossesses the equipment, Lessee expressly waives all further rights to possession and all claims for damages howsoever arising from repossession.

13. FORM OF AGREEMENT/ATTORNEYS' FEES AND COSTS -- This lease agreement shall be interpreted and enforced according to the laws of the state of Montana. This agreement, when duly executed by the parties, is the complete agreement of the parties. Lessee represents that it has not relied upon any previous representations by anyone as an inducement to enter into this lease. Lessor may withhold delivery of the equipment until this agreement has been properly executed by all parties; however, acceptance of delivery of the equipment and its use by Lessee shall constitute its acceptance of this general condition. Any attempt by Lessee to assign, sublet or otherwise transfer this lease or any interest herein in the absence of Lessor's written consent, shall be void. Lessee shall not, in the absence of Lessor's prior written consent, remove the equipment from its place of designated use, nor shall Lessee relinquish possession, custody or control of the equipment to anyone other than those designated by Lessor in writing. If Lessor assigns this lease, such assignment shall be free of all claims or offsets in favor of Lessee. Upon assignment, the term "Lessor" shall include and refer to Lessor's assignee.

If Lessor institutes any proceeding to enforce this lease or any provision thereof, it shall be entitled to recover all court costs, including but not limited to, reasonable attorneys' fees regardless of whether or not such action is prosecuted to final judgment. Paragraph headings are not a part of this lease and shall have no effect upon its construction or interpretation

13. RETURN OF EQUIPMENT -- Lessee agrees to return the equipment to Lessor at the point of origin unencumbered and in the same condition as when received by Lessee, excepting reasonable wear and tear resulting from normal proper use. 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 to include such reasonable additional repair time as is necessary under the circumstances. Lessor may require Lessee to ship the equipment to a point other than the point of origin; however, Lessee shall not be required to pay any additional costs incurred thereby unless such is mutually agreed upon.

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

15. RIGHT TO CONTROL -- 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 Lessee under this lease. It shall be the duty of Lessee to give specific instructions and directions to all persons operating, maintaining, and assembling/disassembling the leased equipment. Lessee specifically agrees that the Lessor has absolutely no control over any person operating or assisting in operating the leased equipment. Lessor may, at its option, provide a pool of personnel from which the Lessee may select or reject personnel for its own use in the operation of, or assisting in the operation of, the leased equipment.

Lessee agrees that if Lessee allows any person from this pool of personnel, or any other person, to operate or assist in operation of the leased equipment, that these persons have been selected and approved by the Lessee and are under the Lessee's exclusive direction and control and are the Lessee's agents, servants and employees, and the Lessee waives the right to make any claim to the contrary. If the Lessee selects a person to operate or assist in the operation of the leased equipment from the pool of personnel which the Lessor may provide at its option, the lease payments made by the Lessee shall include that person's wages, even though that person's wages may be disbursed by the Lessor. This lease is upon the agreement of the parties that the Lessor has no right to replace or substitute personnel except at the direction of and with the approval of Lessee and that the Lessee shall have the right to control, including the right of termination, and shall be deemed to have exercised that right as to all details or operation of the leased equipment and personnel the Lessee selects to operate the equipment.

16. TRANSPORTATION -- Lessee agrees to pay all transportation costs, including but not limited to, loading and unloading costs, and agrees to be responsible for any damage or loss to the equipment while it is in transit. Lessee shall furnish timely instructions for shipment, and absent such instructions, Lessor may ship to railhead or such other shipping point which Lessor reasonably believes to be the most convenient and/or closest to the place of use specified herein. Lessor shall furnish shipping instructions for the return of the equipment upon Lessee's written request. The Lessor shall furnish insurance as required by paragraph 2 while equipment is transported to and from Lessor to Lessee.

17. REPAIRS AND OPERATION COSTS -- Lessee agrees to inspect the equipment upon taking delivery. Lessee's failure to notify Lessor in writing of any deficiencies in the equipment within twenty-four (24) hours after taking delivery, or such other period of time as may be mutually agreed upon in writing, is Lessee's acknowledgment that the equipment was, when delivered, in good, safe and serviceable condition and fit for its intended use. Lessee shall maintain the equipment in good, safe operating

18. NO WARRANTIES -- The equipment is leased as is; Lessor makes no representations or warranty of any kind that the equipment is or shall be fit or suitable for any specific purpose or purposes of Lessee. This document is a complete and exclusive statement of all the terms of this lease and includes all the representations of the parties. Lessor makes no other express or implied warranties respecting the equipment nor shall this contract be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade. It is understood by the parties that Lessor is not the manufacturer of the equipment nor the manufacturer's agent for any purpose. Lessee warrants that it is duly authorized to do business in the jurisdiction where the equipment is to be used and that the person signing this agreement has the authority to bind Lessee.

19. TIME OF ESSENCE -- WAIVER -- Time is of the essence of this lease and all of its provisions. Lessor's failure to require strict performance by Lessee of any of the lease provisions, or Lessor's acceptance of late or partial performance hereunder, shall not constitute a waiver of any prior defaults of Lessee, nor of Lessor's rights thereafter to demand strict compliance therewith, or with any other provision hereof. The parties agree that Lessor's rights under this lease are cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. Successors and assigns -- this lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, administrators, executors, trustees and assigns.

THE TERMS AND CONDITIONS GOVERNING THIS RENTAL AS DESCRIBED ON THIS PAGE ARE UNDERSTOOD AND AGREED TO. ANY ADDITIONAL TERMS AND CONDITIONS ARE CONTAINED IN APPENDIX N/A AND ARE PART OF THIS CONTRACT

LESSEE: _____

DATE _____

BY _____ TITLE _____
CUSTOMER/LESSEE'S AUTHORIZED SIGNATURE

LESSOR:

MONTANA CRANE SERVICE, LTD

DATE _____

BY _____
Greg Poncelet, President