

IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT CONCRETE PUMP COMPANY IS NOT SUPPLYING ANY CONCRETE MIX OR PRODUCT TO BE INCORPORATED INTO ANY REAL PROPERTY OR PROJECT UNDER THIS AGREEMENT. THE PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND THE COMPANY FOR WHICH THE INDIVIDUAL HAS SIGNED THIS AGREEMENT REPRESENT TO CONCRETE PUMP COMPANY THAT THE INDIVIDUAL SIGNING HAS THE FULL AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF SAID CONTRACTOR.

TERMS AND CONDITIONS OF CONTRACT (FL)

1. INDEMNIFICATION -- To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and save Concrete Pump Company, its employees and agents harmless from all claims for death or injury to persons, including Concrete Pump Company's employees, of all loss, damage or injury to property, including the equipment, arising directly, indirectly, or in any manner out of Contractor's work, use, operation and possession of the crane and operator. Contractor'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. Contractor shall be required to indemnify Concrete Pump Company for Concrete Pump Company's own negligence or fault, whether the negligence or fault of the Concrete Pump Company be direct, indirect or derivative in nature and whether the damages claimed are caused in whole or in part by the acts, errors or omissions of the Concrete Pump Company or its employees and agents. If this Equipment Rental Subcontract is for the performance of work on a public project, Contractor's indemnification obligations are further limited by FL ST §725.06(2) and (3). Specifically, on public projects contractor shall only indemnify, hold harmless and defend Concrete Pump Company and its employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrong misconduct of Contractor and persons employed or utilized by Contractor in the performance of the public project. Pursuant to the provisions of FL ST § 725.06 the parties hereby agree that the indemnification obligations of the above paragraph are limited to the amount of \$5,000,000. The parties hereby further agree that this limitation bears a commercially reasonable relationship to the contract and is incorporated as part of the project specifications or bid documents, if any, and further, that the amounts of the indemnification limitation specified herein bear a commercially reasonable relationship to the contract in light of the risks to person and property which may arise from or relate to the project and work contemplated by this agreement. Concrete Pump Company and Contractor expressly acknowledge and agree that these indemnification provisions pertain only to claimed damages arising from this contract or its performance and, also, that these provisions shall not require Contractor to indemnify Concrete Pump Company for damages to persons or property caused in whole or in part by any act, error, or omission of a party other than: (a) Contractor; (b) Contractor's contractors, subcontractors, sub-subcontractors, material men or agents or any tier or their respective employees; or (c) the Concrete Pump Company or its officers, directors, agents or employees provided, however, such indemnification shall not include claims of, or damages resulting from gross negligence or willful, wanton, or intentional misconduct of the Concrete Pump Company or its officers, directors, agents or employees, or for statutory violations or punitive damages except and to the extent the statutory violations and punitive damages are caused by or result from the acts, errors or omissions of the Contractor or any of Contractor's contractors, subcontractors, sub-subcontractors, material men or agents of any tier or their respective employees. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement 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.

2. INSURANCE --The Contractor agrees to purchase the following insurance coverages prior to the Equipment's arrival on the job site. The Contractor shall procure the following coverages for Concrete Pump Company: 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 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 non-contributory insurance in the amount of at least \$5,000,000 and Contractor's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Concrete Pump 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 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; e) all policies are to be written by insurance companies acceptable to the Concrete Pump Company; f) the Concrete Pump Company and all affiliated partnerships, joint ventures, corporations and anyone else who Concrete Pump Company is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 10 01, ISO CG 20 37 10 01, CG 20 28 07 04, and CG 20 34 03 97 must be used); Contractor shall name Concrete Pump Company as a Loss Payee on all insurance policies, and Contractor shall provide all insurance certificates to Concrete Pump 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 Concrete Pump Company's policies, and the policies of anyone Concrete Pump Company is required to insure are excess over all of Contractor's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Concrete Pump Company. Contractor's agreements to indemnify and hold Concrete Pump Company 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 Contractor may perform under this lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Concrete Pump Company's right to maintain any breach of contract action against the Contractor. Contractor 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 Contractor 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. RELEASE -- Contractor hereby releases Concrete Pump Company from and waives any and all claims and rights against Concrete Pump Company arising out of or related in any way to any damage to property including any materials supplied including concrete mix or other products or to be supplied by Concrete Pump Company or any contractor for incorporation into the real estate or property at the Project. Contractor understands and agrees that Concrete Pump Company is not supplying any mix that will be incorporated into the real estate or property at the project. This release and waiver includes any environmental contamination of such property, arising out of or occurring in connection with the supplying of the equipment in this lease. Concrete Pump Company shall not be liable to Contractor for loss of anticipated profits or for any special, indirect, punitive, or consequential damages resulting from or arising out of, or occurring in connection with this Agreement, any Service Order, and/or performance under this Agreement, however same may be caused.

4. HOSE WHIPPING -- The Contractor shall indemnify and hold harmless the Concrete Pump Company and all its agents and employees from and against all claims, damages, losses, expenses, including attorneys' fees, arising out of or resulting from the actions caused by concrete hose whipping. Contractor understands and acknowledges that pumping of concrete can result in hose whipping, and Contractor fully assumes this risk.

5. OPERATION OF EQUIPMENT - It is expressly agreed by and between the parties hereto that the equipment and all persons operating, repairing, or maintaining the equipment are under the exclusive jurisdiction, supervision and control of Contractor under this lease. It shall be the duty of Contractor to give specific instructions and directions to all persons operating, repairing, and maintaining the leased equipment. **Contractor 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 B30.27-2014 (and as amended) shall be used when operating the equipment.** Contractor specifically agrees that the Concrete Pump Company has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased equipment. Concrete Pump Company may provide an operator with the equipment. Contractor may reject this operator; however, if operator is not rejected, the operator is under the Contractor's exclusive direction and control and is Contractor's agent, servant, and employee. The cost of any repair necessary to restore the equipment to said condition shall be paid by Contractor. Any time beyond the minimum term required to make such repairs shall extend the term of this agreement to include such reasonable additional repair time as is necessary under the circumstances.

6. CONTRACTOR'S JOB SITE RESPONSIBILITIES -- Contractor shall be responsible for the following: (a) providing a pumpable concrete mix. Contractor shall indemnify Concrete Pump Company and hold Concrete Pump Company harmless from and against all claims, losses, liabilities, damages, and expenses, including, without limitation, attorneys' fees, which may arise from (i) improperly batched, mixed, or delivered concrete or poorly graded materials which prohibit the concrete pumps from placing concrete in an acceptable manner, and (ii) any ad-mixtures which are detrimental to the proper pumping of concrete supplied. Concrete Pump Company is not responsible for the condition or mix of the concrete or the suitability or fitness of the concrete for this job or for any particular purpose of Contractor; (b) Contractor shall provide reasonable scheduling of concrete delivery, labor force for set up of system, handling of pumping system while placing, grout for priming system; (c) a suitable place for on-site cleanup of system and pump and equipment wash-down; (d) safe and reasonable access to and egress from the job site; (e) labor for erection, dismantling, and cleanup of placement system, if applicable; hoisting of lines above ground level, labor to set-up and clean up system are the responsibilities of Contractor; (f) securing any necessary permits, easements, or licenses which may be required by state or local agencies for the performance of the concrete pumping service provided by Concrete Pump Company; (g) Contractor assumes all responsibility for the removal of pump from job site if tow trucks, wreckers' trucks, or etc. are required due to weather, road, or job site conditions; (h) it is the Contractor's responsibility to notify in advance a change of schedule to pump.

7. DELAYS STOPPAGES AND BACKCHARGES -- (A) No backcharges shall be charged against Pumper for delays or stoppage which result from (a) breach of Responsibilities of Contractor, above set forth; (b) unpumpable mixes; (c) mechanical breakdown or failure of pumping equipment that is caused by difficult or unpumpable mixes; (d) for the first (1) one hour of any other mechanical breakdown or failure of the pumping equipment; (e) late arrival for a scheduled afternoon pour; (f) damage to asphalt; (g) strikes, lockouts, acts of God, adverse weather or other causes beyond the reasonable control of Pumper; (h) damage to property beyond curb line, or (i) loss of concrete resulting from addition of water. (B) Backcharges for concrete finisher overtime labor costs, if otherwise allowable, shall not exceed the actual time of the delay or stoppage of the pumping equipment less the first one (1) hour of such breakdown or failure, as above provided. (C) Backcharges for loss of concrete, if otherwise allowable, shall accrue only for that amount of concrete lost which exceeds five percent (5%) of the total volume of concrete pumped in that one (1) day period. (D) In no event shall backcharges accruing exceed the total rental price chargeable by Pumper for that one (1) day period.

8. NOTICE AND WAIVER -- Backcharges and claims for damages resulting from delay due to the fault of the Concrete Pump Company shall be deemed waived by Contractor unless claim is made in writing to Concrete Pump Company within forty-eight (48) hours from the beginning of the delay.

9. TERMS OF PAYMENT -- Contractor shall pay Concrete Pump Company all rental payments within thirty (30) days from the date of invoice or on or before the tenth (10th) day of the month following the month in which the work was performed, whichever is earlier. All sums not paid when due shall bear interest at the rate of one-and-a-half percent (1 ½%) per month from the date until paid or the maximum legal rate permitted by law, whichever is less; and all cost of collection, including reasonable attorneys' fees, shall be paid by Contractor. Concrete Pump Company, at its option, may require Contractor to make rental payments in advanced.

10. GROUND CONDITIONS/POWER LINES -- The Contractor hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked or operated. The Contractor 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. If the ground or soil condition is such that it cannot support the Equipment, the Contractor shall take all necessary measures to ensure that these conditions are remedied prior to the Equipment 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. Contractor assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Contractor 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. Contractor 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, Contractor shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards.

11. LIMITATION OF WARRANTIES -- Contractor acknowledges that the leased equipment is of size, design, capacity, and manufacturer selected by Contractor. Concrete Pump Company has not made, and does not make, any representation, warranty, or covenant express or implied with respect to condition quality durability or suitability of the leased equipment. Concrete Pump Company 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 Contractor. This document is a complete and exclusive statement of all the terms of this lease and includes all the representations of the parties. Concrete Pump Company makes no other express or implied warranties respecting the equipment.

12. DEFAULT -- Full payment of rental charge is due upon billing. Default occurs if Contractor fails to pay any rent or other amounts as provided when the same shall become due and payable. Concrete Pump Company has the right to enforce payment by pursuing all remedies available under applicable federal, state, or local law. Contractor shall be responsible for all costs incurred by Concrete Pump Company to enforce this Agreement, including, but not limited to all collection costs, attorneys' fees, court fees, and lien fee of \$150.00 in the event Concrete Pump Company has to file a lien to enforce its rights hereunder. Interest will be charged at the rate of 18% per annum to accounts that are thirty (30) days past due. A fee of \$50.00 will be charged for any unpaid check, unless restricted by applicable state law, in which event the charge will be the maximum allowed by such applicable state law.

13. ACCESS - Since Concrete Pumps and related equipment are heavier than some surfaces will support, **C&C Pumping Service** accepts no liability for damage to parking lots, road surfaces, underground utilities and all other surfaces the equipment may have to travel on.