50 STATE INSURANCE AND INDEMNITY COMPENDIUM

INDIVIDUAL STATE INDEMNIFICATION, RELEASE AND INSURANCE REQUIREMENTS:
The Parties to this agreement, "Customer" or "Lessee" (hereafter both referred to as "Lessee" for this INDEMNITY, RELEASE AND INSURANCE Section. And "Company" or "Lessor" agree that Lessee will provide Lessor with Indemnification and Release along with Insurance as listed below for each state where Work is being performed. For example, if Work is being performed by Lessee in New York and or in Pennsylvania or in both states simultaneously, and an accident occurs in New York, the Lessee will provide Indemnification, Release and Insurance to Lessor in accordance with the New York Indemnification and Release Provisions along with the Insurance Provisions below. If an accident occurs in Pennsylvania, the Lessee will provide Indemnification and Release and Insurance to Lessor in accordance with the Pennsylvania Indemnification and Release Provisions along with the Insurance Provisions below.

ALABAMA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ALABAMA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY ALABAMA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ALABAMA LAW. Lessee's duty to indemnify hereunder shall include all arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, private investigator/adjustor 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, attorneys' fees and costs of settlement. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

ALABAMA INSURANCE. To the fullest extent permitted by Alabama law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site, The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

ALASKA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ALASKA LAWS including AK§45.45.900, AND TO THE FULLEST EXTENT PERMITTED BY ALASKA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ALASKA LAW. -- Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee is required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee is not required to indemnify Lessor for any claim from the sole negligence or willful misconduct of the Lessee or the Lessee's agents, servants or independent contractors who are directly responsible to the Lessee. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

ALASKA INSURANCE. To the fullest extent permitted by Alaska law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by ALL ALASKA LAWS including AK§45.45.900; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

ARIZONA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ARIZONA LAWS including §32-1159; §34-226 and §41- 2586, AND TO THE FULLEST EXTENT PERMITTED BY ARIZONA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS

PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ARIZONA LAW. Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for liability for loss or damage resulting from the sole negligence of the Lessor or the Lessor's agents, employees or Indemnitees. Notwithstanding the foregoing sentence and in accordance with §32-1159.01, for any Work regarding a dwelling as defined by §12-1361, Lessee shall be not required to indemnify Lessor from or against liability for loss or damage resulting from the negligence of Lessor or the Lessor's indemnitees, employees, subcontractors, consultants or agents. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

ARIZONA INSURANCE. To the fullest extent permitted by Arizona law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; except that for any Work regarding a dwelling as defined by §12-1361, Lessee shall only use additional insured endorsements that are in compliance with §32-1159.01; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for

Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

Arkansas Indemnification and Release Provisions. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ARKANSAS LAWS INCLUDING AR §4-56-104, AND TO THE FULLEST EXTENT PERMITTED BY ARKANSAS LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO LESSEE PAYING FOR ALL REASONABLE DEFENSE FEES AND COSTS INCURRED BY LESSOR INCLUDING INVESTIGATION FEES AND COSTS. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ARKANSAS LAW. Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee and Lessee's insurer is required to indemnify, defend, and hold harmless the Lessor against liability for damage arising out of the death of or bodily injury to a person or persons or damage to property, which arises out of the negligence or fault of Lessee, its agents, representatives, subcontractors, or suppliers. Lessee shall not be responsible to indemnify nor hold harmless Lessor for damage from death or bodily injury to a person or damage to property arising out of the sole negligence of the Lessor, its agent, representative, subcontractor, or supplier. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

Arkansas Insurance. To the fullest extent permitted by Arkansas law, and pursuant to AR §4-56-104, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site that insures Lessor for the acts or omissions of the Lessee, to the extent that such additional insured coverage provides coverage to the Lessor for liability due to the acts or omissions of the Lessee. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability Insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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. Builder's Risk which includes an all-risk physical damage insurance for the Equipment, 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; and all must be used and modified but only to the extent required by AR §4-56-104; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse, and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. The Lessee is required to provide a project specific endorsement for the above referenced CGL insurance or may substitute a CGL insurance policy with an owner's or contractor's protective insurance, project management protective liability insurance, an owner-controlled insurance policy, or a contractor-controlled insurance policy. In the event of loss, proceeds of property damage insurance on the Equipment shall first be made payable to Lessor before any person or entity receives a payout from the property damage insurance policy. 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

CALIFORNIA INDEMNIFICATION, RELEASE PROVISIONS AND RISK OF LOSS FOR SERVICE VENDOR. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL CALIFORNIA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY CALIFORNIA LAW. It is the Parties' intent that this contract comply with all applicable California laws and the Parties further believe and this contract is not subject to CA Civ. Code §2782 and further Lessor and Lessee agree that this agreement is a service contract and not a construction contract, Therefore, Lessee shall indemnify Lessor against all claims, actions, proceedings, costs, damages, and liabilities arising in any manner out of, connected with, or resulting from the operation or handling of the Equipment on Lessee's job site including without limitation any injury, liability or death of workman or other persons and any loss or damage to property whether the liability, loss or damage is caused by or arises out of the negligence of Lessor's employees or otherwise. Lessee agrees to indemnify Lessor for Lessor's own fault or negligence for any claim arising out of Lessee's Work, whether the negligence or fault of the Lessor is direct, indirect or derivative in nature. Lessee's duty to indemnify shall include all costs or expenses arising out of or connected with all claims specified herein, including all court and or arbitration costs, filing fees, private investigator/adjustor 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, attorney's fees, duty to defend and costs of settlement and Lessee further agrees to indemnify Lessor against all loss of or damage to the Equipment which occurs while said Equipment is on Lessee's job site. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

CALIFORNIA PARTIAL INDEMNIFICATION. However, if this is found to be a construction contract, then the following indemnity provision shall apply: To the fullest extent permitted by California law, Lessee agrees to indemnify and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, except that Lessee shall not be required to indemnify Lessor for Lessor's active negligence or willful misconduct, whether such negligence or fault of the Lessor be direct, indirect, or derivative in nature. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

CALIFORNIA INSURANCE. To the fullest extent permitted by California law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 all must be used and modified but only to the extent required by California Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

COLORADO INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL COLORADO LAWS, AND TO THE FULLEST EXTENT PERMITTED BY COLORADO LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY COLORADO LAW. It is the Parties' intention that all provisions of this contract comply with CO §13-21-111.5. 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Pursuant to C.R.S.A. 13-21-111.5, Lessee shall not be required to indemnify, insure, or defend in litigation Lessor against liability 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. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

COLORADO INSURANCE. To the fullest extent permitted by Colorado law and pursuant to C.R.S.A. 13-21-111.5 the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site and this insurance is for the protection of Lessor for liability and covers the acts or omissions of the Lessee. The Lessee shall procure the following coverage's for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by C.R.S.A. 13-21-111.5; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. The Lessee is required to provide a project specific endorsement for the above referenced CGL insurance or may substitute a CGL insurance policy with an owner's or contractor's protective insurance, project management protective liability insurance, an owner-controlled insurance policy, or a contractor-controlled insurance policy which is in compliance with C.R.S.A 13-21-111.5. In the event of loss, proceeds of property damage insurance on the Equipment shall first be made payable to Lessor before any person or entity receives a payout from the property damage insurance policy. 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

CONNECTICUT INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL CONNECTICUT LAWS including §52-572K, AND TO THE FULLEST EXTENT PERMITTED BY CONNECTICUT LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND

SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY CONNECTICUT LAW. — 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Lessor, Lessor's agents or employees. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

CONNECTICUT INSURANCE. To the fullest extent permitted by Connecticut law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by ALL CONNECTICUT LAWS including §52-572K; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

DELAWARE INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL DELAWARE LAWS including 6 DE §2704, AND TO THE FULLEST EXTENT PERMITTED BY DELAWARE LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY DELAWARE LAW. 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify or hold harmless Lessor or its agents, servants, or employees, from damages arising from liability for bodily injury or death to persons or damage to property caused partially or solely by the Lessor or its subcontractors, agents, servants, or employees. The Parties agree that Delaware law recognizes and allows the borrowed servant doctrine in that the personnel operating or using the Equipment are the employees of the Lessee as borrowed servants and not the employees of the Lessor even if the employees are paid by the Lessor. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. The Parties agree that Delaware law recognizes and allows the borrowed servant doctrine in that the personnel operating or using the Equipment are the employees of the Lessee as borrowed servants and not the employees of the Lessor even if the employees are paid by the Lessor.

DELAWARE INSURANCE. To the fullest extent permitted by Delaware law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by ALL DELAWARE LAWS including 6 DE §2704; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

DISTRICT OF COLUMBIA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL DISTRICT OF COLUMBIA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY DISTRICT OF COLUMBIA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY DISTRICT OF COLUMBIA LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

DISTRICT OF COLUMBIA INSURANCE. To the fullest extent permitted by District of Colombia, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

<u>FLORIDA INDEMNIFICATION AND RELEASE PROVISIONS</u>. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL FLORIDA LAWS INCLUDING FL§725.06, AND TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO,

INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY FLORIDA LAW. – – 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, private investigator/adjustor 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, reasonable attorneys' fees and costs of settlement. Customer shall be required to indemnify Contractor for Contractor's own negligence or fault, whether the negligence or fault of the Contractor 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 Contractor its employees and agents. Furthermore, the indemnification above shall not be limited in any way by any limitation on the type of damage, compensation or benefits payable by or for the Customer under Workers' Compensation acts, disability benefits acts, or other employee benefits acts. If this Agreement 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 Customer shall only indemnify, hold harmless and defend Contractor 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 Customer and persons employed or utilized by Customer in the performance of the public project. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Contractor 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 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. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. 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 $5,000,000.00. The Parties further understand that this limitation of $5,000,000.00 was given to the Lessee as part of the Proposal/Bid/Quote. The Lessee accepted the Proposal/Bid/Quote when the Lessee authorized the Contractor to proceed with the scope of Work as agreed to by the Parties. The Parties hereby further agree that this limitation bears a commercially reasonable relationship to this contract and is incorporated as part of the project specifications or bid documents (Proposal/Bid/Quote) given to the Lessee, 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. The Parties acknowledge and agree that in so far as commercially reasonable monetary limit of $5,000,000.00, among other factors, the Parties specifically have taken into account the availability and cost of insurance for contractor's such as the Contractor and the costs of other risk transference devices enumerated in this agreement, the limited scope of the Work of the Contractor, the risks associated with the Work of the Contractor and Lessee along with the Owner from national standards including ASME Standard B30.5 and P30.1 (current edition), the compensation paid to the Contractor, the safety requirements for this job and the other benefits exchanged between the Parties including but not limited to reduced insurance costs by not having duplicative insurance in connection with this Subcontract. As noted above, the Parties further agree that this section's obligations along with insurance section's requirements are hereby made a part of the Project specifications and bid documents. Bid documents include the Contractor's Proposal/Bid/Quote. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Contractor 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Customer 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 Customer to indemnify Contractor for damages to persons or property caused in whole or in part by any act, error, or omission of a Party other than: (a) Customer; (b) Customer's contractors, sub-contractors, sub-sub-contractors, material men or agents or any tier or their respective employees. However, such indemnification shall not include claims of, or damages resulting from gross negligence or willful, wanton, or intentional misconduct of the Contractor 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 Customer or any of Customer's contractors, sub-contractors, sub-sub- contractors, materialmen or agents of any tier or their respective employees. To the extent that the Lessee may perform under this Agreement without obtaining the above Indemnity, 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

FLORIDA INSURANCE. To the fullest extent permitted by Florida law the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Customer shall procure the following coverages for Contractor:

a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 Contractor's insurance policies; d. Inland marine/all-risk and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16all must be used and modified but only to the extent required by Florida Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Customer. Customer's agreements to indemnify and hold Contractor 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 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 Contractor'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 Workers' Compensation/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 subcontract. 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.

GEORGIA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL GEORGIA LAWS including GA Code §13-8-2, AND TO THE FULLEST EXTENT PERMITTED BY GEORGIA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY GEORGIA LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, pursuant to Georgia Code §13- 8-2, Lessee is not required to indemnify, hold harmless, insure, or defend the Lessor including its officers, agents, or employees, against liability or claims for damages, losses, or expenses, including attorney fees, arising out of bodily injury to persons, death, or damage to property caused by or resulting from the sole negligence of the Lessor, or its officers, agents, or employees. 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 Lessee under Workers' Compensation acts, disability benefits acts, or other employee benefits 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. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

GEORGIA INSURANCE. To the fullest extent permitted by Georgia law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to GA Code § 13-8-2, the Lessee shall not be required to ensure Lessor, including Lessor's officers, agents, or employees against liability or claims for damages, losses, or expenses, including attorneys' fees, arising out of bodily injury to persons, death, or damage to property caused by or resulting from the sole negligence of the Lessor or its officers, agents, or employees. The Lessee shall procure the following coverage's for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by GA Code § 13-8-2; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. The Lessee can provide a project specific endorsement for the above referenced CGL insurance or may substitute a CGL insurance policy with an owner's or contractor's protective insurance, project management protective liability insurance, an owner-controlled insurance policy, or a contractor-controlled insurance policy as long as the policies provide the same or better coverages for the Lessor. Lessee is required to provide the Builder's Risk insurance coverage for the full insured value of the Equipment. In the event of loss on the Builder's Risk policy, proceeds of property damage insurance on the Equipment shall first be made payable to Lessor before any person or entity receives a payout from the property damage insurance policy. The Lessee is required to provide a project specific insurance policy, including an owner's or contractor's protective insurance, builder's risk insurance, installation coverage, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy to comply with this section. 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

HAWAII INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL HAWAII LAWS including HI Rev Statute § 431:10-222, AND TO THE FULLEST EXTENT PERMITTED BY HAWAII LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY HAWAII LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for liability for bodily injury to person or damage to property caused by or resulting from the sole negligence or willful misconduct of the Lessor, the Lessor's agents or employees. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

HAWAII INSURANCE. To the fullest extent permitted by Hawaii, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by Hawaiian Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement.

IDAHO INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL IDAHO LAWS including ID Rev Statute §29-114, AND TO THE FULLEST EXTENT PERMITTED BY IDAHO

LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY IDAHO LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. However, the Lessee shall not be required to indemnify Lessor for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Lessor, the Lessor's agents, employees or Indemnitees. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

IDAHO INSURANCE. To the fullest extent permitted by Idaho, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; and all must be used and modified but only to the extent required by ALL IDAHO LAWS including ID Rev Statute §29-114; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement.

ILLINOIS INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ILLINOIS LAWS including 740 ILCS 35/1, (Indemnification Act), AND TO THE FULLEST EXTENT PERMITTED BY ILLINOIS LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ILLINOIS LAW. – – Customer'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, private investigator/adjustor 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, attorneys' fees and costs of settlement (See also Section 2 below). Furthermore, the Customer WAIVES ANY RIGHT OF CONTRIBUTION AND WAIVES ANY AFFIRMATIVE DEFENSE THAT IT MAY HAVE PURSUANT TO Kotecki vs. Cyclops and/or the Illinois Workers' Compensation Act and in addition to the above requirements of indemnification, Customer shall indemnify and hold harmless the Lessor, Lessor's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Lessee's Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including loss of use therefrom, which is caused in whole or in part by negligent acts or omissions of the Lessee, the Lessee's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, loss, or expense is caused in part by a Party indemnified hereunder. In compliance with the Indemnification Act, Lessee shall not be required to indemnify Lessor for Lessor's own negligence. 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 Workers' Compensation acts, disability benefit acts, any and all liability insurance, or other employee benefit acts. This provision is separate and distinct from any other phrase, sentence, provision or paragraph in this contract, including any phrase, sentence, provision or paragraph concerning indemnification and procurement of insurance. If any part of any paragraph is declared invalid, then all other parts of all paragraphs of this contract shall stand and not be affected.

ILLINOIS INSURANCE. To the fullest extent permitted by Illinois, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

INDIANA INDEMNIFICATION, RELEASE PROVISIONS AND RISK OF LOSS FOR SERVICE VENDOR. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL INDIANA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY INDIANA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY INDIANA LAW. – – It is the Parties' intent that this contract complies with all applicable Indiana laws, the Parties further agree after consulting with their respective attorney's that the Lessor is not considered to be a contractor or subcontractor but a vendor, and to the fullest extent permitted by Indiana law Lessor and Lessee agree that this agreement is a service contract and not a construction contract. Lessee agrees to indemnify Lessor for Lessor's own fault or negligence for any claim arising out of Lessee's Work, whether the negligence or fault of the

Lessor is direct, indirect or derivative in nature. Lessee's duty to indemnify shall include all costs or expenses arising out of or connected with all claims specified herein, including all court and or arbitration costs, filing fees, private investigator/adjustor 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, attorney's fees, duty to defend and costs of settlement and Lessee further agrees to indemnify Lessor against all loss of or damage to the Equipment which occurs while said Equipment is on Lessee's job site 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

If this contract is found to be a "construction contract" within the meaning of IC 26-2-5-1, then the following indemnify provision shall apply:

INDIANA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL INDIANA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY INDIANA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY INDIANA LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for death or bodily injury to persons; (2) injury to property; (3) design defects; or any combination of these from the sole negligence or willful misconduct of the Lessor. However, sole negligence does not include vicarious liability, imputed negligence, or assumption of a nondelegable duty. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

INDIANA INSURANCE. To the fullest extent permitted by Indiana, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Indiana Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete

Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

IOWA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL IOWA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY IOWA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY IOWA LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not indemnify, hold harmless, or defend Lessor or Lessor's employees, consultants, agents, or others for whom Lessor is responsible, against liability, claims, damages, losses, or expenses, including attorney's fees, to the extent caused by or resulting from the negligent act or omission of the Lessor or Lessor's employees, consultants, agents, or others for whom the Lessor is responsible. 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 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

IOWA INSURANCE. To the fullest extent permitted by Iowa, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers'

Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Iowa Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

KANSAS INDEMNIFICATION, RELEASE PROVISIONS AND RISK OF LOSS FOR SERVICE VENDOR: LESSOR AND LESSEE AGREE AND INTENT THAT THIS AGREEMENT IS A SERVICE CONTRACT AND NOT A CONSTRUCTION CONTRACT. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL KANSAS LAWS, AND TO THE FULLEST EXTENT PERMITTED BY KANSAS LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS

FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY KANSAS LAW. – – Lessee agrees to indemnify Lessor for Lessor's own fault or negligence for any claim arising out of Lessee's Work, whether the negligence or fault of the Lessor is direct, indirect or derivative in nature. Lessee's duty to indemnify shall include all costs or expenses arising out of or connected with all claims specified herein, including all court and or arbitration costs, filing fees, private investigator/adjustor 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, attorney's fees, duty to defend and costs of settlement and Lessee further agrees to indemnify Lessor against all loss of or damage to the Equipment which occurs while said Equipment is on Lessee's job site. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. However, if this agreement is found to be a construction contract, then the following indemnity provision shall apply: IT IS THE PARTIES 'INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL KANSAS LAWS, AND TO THE FULLEST EXTENT PERMITTED BY KANSAS LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY KANSAS LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Pursuant to K.S.A. § 16-121, Lessee shall not be required to indemnify Lessor for Lessor's own negligence, intentional acts, or omissions. 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 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 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. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand.

KANSAS VENDOR INSURANCE. To the fullest extent permitted by Kansas law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured;

g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by K.S.A. § 16-121: h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. 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. THE PARTIES AGREE AND UNDERSTAND THESE INSURANCE PROVISIONS HAVE BEEN NEGOTIATED IN GOOD FAITH BY ALL PARTIES AND THEY ARE FAIR AND REASONABLE REQUESTS. 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 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement.

However, if this agreement is found to be a construction contract, then the following Insurance provision shall apply:

KANSAS INSURANCE –To the fullest extent permitted by Kansas law, and in accordance with the Parties' intent to provide the Lessor with the broadest coverage possible, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to K.S.A. § 16-121 (c), Lessee shall not be required to provide liability coverage to Lessor, as an additional insured, for Lessor's own negligence or intentional acts or omissions. In all other circumstances, Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. CGL 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 following form non-contributory insurance in the amount of at least $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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by K.S.A. § 16-121; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. 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 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

KENTUCKY INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL KENTUCKY LAWS, AND TO THE FULLEST EXTENT PERMITTED BY KENTUCKY LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY KENTUCKY LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not indemnify or hold harmless Lessor from Lessor's own negligence or from the negligence of Lessor's agents, or employees. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

KENTUCKY INSURANCE. To the fullest extent permitted by Kentucky law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Kentucky Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement. In no event do the parties agree to waive any right of subrogation that is in violation of any applicable law applicable to Worker's Compensation laws, rules or regulations.

LOUISIANA INDEMNIFICATION AND RELEASE PROVISIONS FOR ALL TRANSPORTATION CONTRACTS AND RIGGING/CONSTRUCTION CONTRACTS PURSUANT TO LSA-R.S. 9:2780.1 EXCEPT FOR CONTRACTS FOR WELLS FOR OIL, GAS, OR WATER, OR DRILLING FOR MATERIAL PURSUANT TO LSA-R.S. 9:2780). IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL LOUISIANA LAWS including LSA-R.S. 9:2780.1, AND TO THE FULLEST EXTENT PERMITTED BY LOUISIANA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR

INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY LOUISIANA LAW. – – Lessee'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, private investigator/adjustor 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, attorney's fees and costs of settlement. Lessee shall not be required to indemnify Lessor, Lessor's agents or employees, or any third parties over which Lessee has no control, or for Lessor's own negligence, intentional acts or omissions or the negligence, intentional acts or omissions of any agent or employee of Lessor. 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 Lessee under Workers' Compensation acts, disability benefits acts, or other employee benefits acts. It is the intention that the Lessee has recovered the cost of required insurance in the price for this contract, Lessee's liability shall be limited to the amount of the proceeds that were payable under the insurance policies Lessee was required to obtain. Such insurance coverage is provided only when the indemnitor is at least partially at fault or otherwise liable for damages ex delicto or quasi ex delicto. If the indemnification and insurance sought is limited by applicable Louisiana law and this is where the Work is being performed, then the said indemnification and insurance herein shall be similarly limited to conform to such law, it being the intention of the Parties that this indemnification and insurance procured for the indemnitee shall be as broad as possible under applicable Louisiana law. If this paragraph or any clause or sentence is declared invalid, then all other paragraphs, clauses and sentences of this contract shall stand. This section applies to this agreement, but only if this agreement is determined to be a construction contract.

LOUISIANA INDEMNIFICATION AND RELEASE PROVISIONS (FOR ALL CONTRACTS RELATED TO WELLS FOR OIL, GAS, OR WATER, OR DRILLING FOR MINERALS PURSUANT TO LSA-R.S. §9:2780). IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL LOUISIANA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY LOUISIANA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY LOUISIANA LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor for Lessor's own or concurrent negligence. 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 Workers' 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 and procurement of insurance. If any paragraph, sentence or clause is declared invalid, then all other paragraphs, sentences or clause of this contract shall stand. Lessee agrees to indemnify, defend and hold harmless the Lessor for any non-construction or non- transportation Work to the fullest extent permitted by law, including Lessor's own fault or negligence; Lessee understands that Lessor is providing a service as a vendor and is not a contractor and as such LSA-R.S. §9:2780.1 does not apply to non-construction Work performed by Lessor. To the extent that it is determined LSA-R.S. §9:2780.1 does apply, the indemnity shall be properly limited to comply with same.

The Parties expressly agree that this indemnification agreement may limited by the above Louisiana statutes when construction Work is being provided, however it is the Parties' intent that the following applies to Work performed by the Lessee:

a. full indemnity in the event liability is imposed against the indemnitees without negligence and solely by reason of statute, operation of law or otherwise; and

b. partial indemnity in the event of any actual negligence on the part of the indemnitees either causing or contributing to the underlying claim, in which case indemnification will be limited to any liability imposed over and above the percentage attributable to actual fault whether by statute, by operation of law, or otherwise. Where partial indemnity Is provided under this agreement costs, professional fees, attorney's fees, expenses, disbursements, etc. shall be indemnified on a pro rata basis. Indemnification under this paragraph shall operate whether or not indemnitor has placed and maintained the Insurance specified herein. Recovery of attorneys' fees, costs, court costs, expenses and disbursements hereunder shall include all those attorneys' fees, costs, court costs, expenses and disbursements incurred in the defense of the underlying claim, in the enforcement of this agreement, in the prosecution of any claim for indemnification hereunder, and in pursuit of any claim for insurance coverage required. Indemnitor shall also keep Indemnitee subject to such suit, demand or proceeding fully informed as to the progress of such defense and afford all Indemnitees, an opportunity to participate on an equal basis with indemnitor in the defense or settlement of such matter.

LOUISIANA INSURANCE. To the fullest extent permitted by Louisiana law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Louisiana Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

MAINE INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MAINE LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MAINE LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MAINE LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Lessee shall indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor is direct, indirect or derivative in nature.

MAINE INSURANCE. To the fullest extent permitted by Maine law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Maine Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All

Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement. In no event do the parties agree to waive any right of subrogation that is in violation of any applicable law applicable to Worker's Compensation laws, rules or regulations.

MARYLAND INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MARYLAND LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MARYLAND LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. . LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MARYLAND LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee is not required to indemnify Lessor against liability for damages arising out of bodily injury to any person or damage to property caused by or resulting from the sole negligence of the Lessor, or the agents or employees of the Lessor. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

MARYLAND INSURANCE. To the fullest extent permitted by Maryland, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f.

For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Maryland Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

MASSACHUSETTS INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MASSACHUSETTS LAWS including MA Ch. 149 §29C, AND TO THE FULLEST EXTENT PERMITTED BY MASSACHUSETTS LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. . LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MASSACHUSETTS LAW. – – Lessee's duty to indemnify hereunder shall include costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor for injury to persons or damage to property not caused by the Lessor or its employees, agents or subcontractors 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

MASSACHUSETTS INSURANCE. To the fullest extent permitted by Massachusetts law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Massachusetts Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

MICHIGAN INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MICHIGAN LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MICHIGAN LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MICHIGAN LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for liability arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Lessor, his agents or employees. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

MICHIGAN INSURANCE. To the fullest extent permitted by Michigan law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Michigan Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

Minnesota Indemnification and Release Provisions. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MINNESOTA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MINNESOTA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MINNESOTA LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not indemnify the Lessor if the underlying injury or damage is attributable to the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of the Lessor or the Lessor's independent contractors, agents, employees, or delegates. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

Minnesota Insurance. To the fullest extent permitted by Minnesota law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and

Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Minnesota Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

MISSISSIPPI INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MISSISSIPPI LAWS, **INCLUDING THE RECENT ENACTMENT OF 2025 TEXT MS H.B. 958 (WHICH APPLIES TO ALL SECTIONS OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO THE INSURANCE SECTION)** AND TO THE FULLEST EXTENT PERMITTED BY MISSISSIPPI LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MISSISSIPPI LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify or hold harmless Lessor for Lessor's own negligence 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

MISSISSIPPI INSURANCE. To the fullest extent permitted by Mississippi, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Mississippi Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

<u>MISSOURI INDEMNIFICATION AND RELEASE PROVISIONS</u>. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MISSOURI LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MISSOURI LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MISSOURI LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Pursuant to V.A.M.S. 434.100, Lessee shall not be required to indemnify or hold harmless Lessor for Lessor's own negligence or wrongdoing. However, pursuant to V.A.M.S. 434.100 (2) (1) The Lessee shall indemnify and hold harmless Lessor from the Lessee's own negligence or wrongdoing and the negligence or wrongdoing of the Lessee's subcontractors and suppliers of any tier. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

<u>MISSOURI INSURANCE</u>. To the fullest extent permitted by Missouri law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Missouri Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All

Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement. In no event do the parties agree to waive any right of subrogation that is in violation of any applicable law applicable to Worker's Compensation laws, rules or regulations.

MONTANA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MONTANA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MONTANA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MONTANA LAW. – – Lessee'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, private investigator/adjustor 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, reasonable attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, pursuant to MCA §28-2-2111, Lessee is not required to indemnify, hold harmless, insure, or defend the Lessor or the Lessor's officers, employees, or agents for liability, damages, losses, or costs that are caused by the negligence, recklessness, or intentional misconduct of the Lessor or the Lessor's officers, employees, or agents. Lessee's indemnity obligations require the Lessee to indemnify, hold harmless, and insure the Lessor and the Lessor's officers, employees, or agents for liability, damages, losses, or costs, including but not limited to reasonable attorney fees, 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 of the Lessee or the Lessee's officers, employees, or agents. 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 Lessee under workers' compensation acts, disability benefits acts, or other employee benefits 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.

MONTANA INSURANCE. To the fullest extent permitted by MCA §28-2-2111, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall not be required to ensure Lessor, including Lessor's officers, agents, or employees against liability or claims for damages, losses, or expenses, including reasonable attorneys' fees, arising out of bodily injury to persons, death, or damage to property caused by or resulting from negligence of the Lessor or its officers, agents, or employees. The Lessee shall procure the following coverage's for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by MCA §28-2-2111; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. The Lessee is required to purchase for the benefit of the Lessor the following: a project-specific insurance policy, including but not limited to an owner's and contractor's protective insurance, a project management protective liability insurance, and a builder's risk insurance policy. In the event of loss, proceeds of property damage insurance on the Equipment shall first be made payable to Lessor before any person or entity receives a payout from the property damage insurance policy. 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

NEBRASKA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEBRASKA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEBRASKA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY

AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEBRASKA LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor for Lessor's own negligence. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

NEBRASKA INSURANCE. To the fullest extent permitted by Nebraska law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Nebraska Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or

Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

NEVADA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEVADA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEVADA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEVADA LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

NEVADA INSURANCE. To the fullest extent permitted by Nevada law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Nevada Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

NEW HAMPSHIRE INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEW HAMPSHIRE LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEW HAMPSHIRE LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEW HAMPSHIRE LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor for injury to person or damage to property not caused by Lessee or Lessee's employees, agents, or subcontractors. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

NEW HAMPSHIRE INSURANCE. To the fullest extent permitted by New Hampshire law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by New Hampshire Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement. In no event do the parties agree to waive any right of subrogation that is in violation of any applicable law applicable to Worker's Compensation laws, rules or regulations.

NEW JERSEY INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEW JERSEY LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEW JERSEY LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEW JERSEY LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify or hold harmless the Lessor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Lessor, its agents, or employees. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

NEW JERSEY INSURANCE. To the fullest extent permitted by New Jersey law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by New Jersey Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies, l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement. In no event do the parties agree to waive any right of subrogation that is in violation of any applicable law applicable to Worker's Compensation laws, rules or regulations.

NEW MEXICO INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEW MEXICO LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEW MEXICO LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEW MEXICO LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Pursuant to NM ST § 56-7-1, Lessee shall not be required to indemnify, hold harmless, insure, or defend against liability, claims, damages, losses or expenses, including attorneys' fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessor, its employees or agents. 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 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 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.

NEW MEXICO INSURANCE. To the fullest extent permitted by New Mexico law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to NM ST § 56-7- 1, Lessee shall not be required to indemnify, hold harmless, insure, or defend against liability, claims, damages, losses or expenses, including attorneys' fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessor, its employees or agents. Notwithstanding the above, the Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by NM ST § 56-7-1; h.

Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. Furthermore, the Lessee shall purchase at its own expense for the benefit of the Lessor the following insurance: a project-specific insurance policy, including an owner's or contractor's protective insurance, project management protective liability insurance and a builder's risk insurance policy. In the event of loss, proceeds of the Builders Risk policy 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

NEW YORK INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEW YORK LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEW YORK LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEW YORK LAW AND INCLUDES, WITHOUT LIMITATION, INDEMNIFICATION OF LESSOR ARISING PURSUANT TO NEW YORK LABOR LAW §200, §240 and §241 AND LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. HOWEVER, LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY LESSOR FOR LESSOR'S OWN NEGLIGENCE. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify or hold harmless Lessor against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the Lessor its agents or employees or indemnitees, whether such negligence be in whole or in part. This restriction on indemnity shall not affect the validity of any insurance contract, Workers' Compensation agreement or other agreement issued by an admitted insurer. This subdivision shall not preclude Lessor requiring indemnification for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of a Party other than the Lessee, whether or not the Lessor is partially negligent. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

NEW YORK INSURANCE. To the fullest extent permitted by New York law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; h. Additional insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any claim or loss made against Contractor under or arising pursuant to New York Labor Law §200, §240 and §241 i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

NORTH CAROLINA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NORTH CAROLINA LAWS INCLUDING NC STATUTE §22B-1, AND TO THE FULLEST EXTENT PERMITTED BY NORTH CAROLINA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NORTH CAROLINA LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify or hold harmless Lessor for Lessor, Lessor's independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of the Lessor or the Lessor's independent contractors, agents, employees or indemnitees. However, the Lessee shall indemnify and hold harmless the Lessor from the sole negligence of the Lessee, or the Lessee's independent contractors, agents, employees or indemnitees. This provision shall not affect an insurance contract, Workers' Compensation, or any other agreement issued by an insurer. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

NORTH CAROLINA INSURANCE. To the fullest extent permitted by North Carolina law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by North Carolina Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

NORTH DAKOTA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NORTH DAKOTA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NORTH DAKOTA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NORTH DAKOTA LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

NORTH DAKOTA INSURANCE. To the fullest extent permitted by North Dakota law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by North Dakota Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement. In no event do the Parties agree to waive any right of subrogation that is in violation of any applicable law applicable to Worker's Compensation laws, rules or regulations.

OHIO INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL OHIO LAWS, AND TO THE FULLEST EXTENT PERMITTED BY OHIO LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY OHIO LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. It has been mutually agreed by the Parties (Lessor and Lessee) that Lessee waives its immunity under the Workers' Compensation Act, Title XLI, Chapter 4123, as allowed under R.C. 4123.74. Lessee shall not be required to indemnify Lessor, its independent contractors, agents, employees, or Lessor's indemnitees against liability for damages arising out of bodily injury to persons or damage to property initiated or proximately caused by or resulting from the negligence of the Lessor its independent contractors, agents, employees, or Lessor's indemnitees. 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 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 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. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand.

OHIO INSURANCE. To the fullest extent permitted by Ohio, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a.) Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by Ohio Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement. In no event do the Parties agree to waive any right of subrogation that is in violation of any applicable law applicable to Worker's Compensation laws, rules or regulations.

OKLAHOMA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL OKLAHOMA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY OKLAHOMA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY OKLAHOMA LAW. – – –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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Pursuant to OK ST T. 15 § 221, Lessee shall not be required to indemnify, insure, defend or hold harmless Lessor against liability for damage arising out of death or bodily injury to persons, or damage to property, which arises out of the negligence or fault of the Lessor, its agents, representatives, subcontractors, or suppliers. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

OKLAHOMA INSURANCE. To the fullest extent permitted by Oklahoma law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to OK ST T. 15 § 221, Lessee shall not be required to indemnify, insure, defend or hold harmless another entity against liability for damage arising out of death or bodily injury to persons, or damage to property, which arises out of the negligence or fault of the Lessor, its agents, representatives, subcontractors, or suppliers. The Lessee shall procure the following coverages that are in compliance with OK ST T. 15 § 221 for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by Oklahoma Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of

Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. The Lessee is required to provide a project specific endorsement for the above referenced CGL insurance or may substitute a CGL insurance policy with an owner's or contractor's protective insurance, project management protective liability insurance, an owner-controlled insurance policy, or a contractor-controlled insurance policy which is in compliance with OK ST T. 15 § 221. In the event of loss, proceeds of property damage insurance on the Leased Equipment shall be made payable to Lessor before any other payments are made. 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

OREGON INDEMNIFICATION/INSURANCE, IT IS THE PARTIES' INTENT THAT ALL PROVISIONS OF THIS AGREEMENT ARE IN COMPLIANCE WITH O.R.S. STATUTE §30.140 INCLUDING THE 2025 RECENT ENACTMENTS FOR OREGON'S INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL OREGON LAWS, AND TO THE FULLEST EXTENT PERMITTED BY OREGON LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY OREGON LAW. – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Pursuant to O.R.S. § 30.140, Lessee, Lessee's surety or insurer shall not be obligated to indemnify Lessor against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence 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 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 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. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Notwithstanding any other language in this Agreement, in no event shall Lessee, or its Surety or Insurer waive a right of subrogation, indemnity or contribution for amounts paid by reason of death or bodily injury, or damage to property, caused in whole or in part by the negligence of another person.

Oregon Insurance. To the fullest extent permitted by Oregon law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to O.R.S. 30.140, Lessee, Lessee's surety or insurer shall not be obligated to provide coverage to Lessor against liability for damage arising out of death or bodily injury to persons or damage to property arising out of the fault of the Lessor, or the fault of the Lessor's agents, representatives or subcontractors. Notwithstanding the above, the Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by O.R.S. 30.140; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. 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 Agreement 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/Employers' Liability policies or other employee benefit programs; CGL policies, or similar policies) which may accrue to it or its insurers; notwithstanding this or any other language in this Agreement, in no event shall Lessee, or its Surety or Insurer waive a right of subrogation, indemnity or contribution for amounts paid by reason of death or bodily injury, or damage to property, caused in whole or in part by the negligence of another person. 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 Agreement to provide the coverage under this Agreement.

PENNSYLVANIA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL PENNSYLVANIA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY PENNSYLVANIA LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee agrees to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. Further, Lessee shall be required to indemnify Lessor for any and all of Lessor's own negligence or fault including gross negligence of the Lessor or Lessor'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 Lessee under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, including but not limited to the Pennsylvania Workers' Compensation Act, 77P.S.§ 481. Lessee waives any immunity provided pursuant to the Act and any immunities of any similar Act or statute. The Lessee's obligation to indemnify Lessor shall survive the termination of this agreement. The Lessee hereby releases Lessor 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 Lessor, its employees, agents, workman, officers or shareholders. It is understood that this release applies whether or not such Equipment is operated by Lessor or any of its employees, agents, workman, officers or shareholders. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

PENNSYLVANIA INSURANCE. To the fullest extent permitted by Pennsylvania law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

RHODE ISLAND INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL RHODE ISLAND LAWS, AND TO THE FULLEST EXTENT PERMITTED BY RHODE ISLAND LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY RHODE ISLAND LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor, or Lessor's independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to persons, or damage to property, proximately caused by or resulting from the negligence of Lessor or Lessor's independent contractors, agents, employees, or indemnitees. 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 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.

RHODE ISLAND INSURANCE. To the fullest extent permitted by Rhode Island law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Rhode Island Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

SOUTH CAROLINA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL SOUTH CAROLINA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY SOUTH CAROLINA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY SOUTH CAROLINA LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for damages arising out of bodily injury or property damage proximately caused by or resulting from the sole negligence of Lessor, its independent contractors, agents, employees, or indemnitees. Nothing contained in this section shall affect a promise or agreement whereby the Lessee shall indemnify or hold harmless the Lessor or the Lessor's independent contractors, agents, employees or indemnitees against liability for damages resulting from the negligence, in whole or in part, of the Lessee, its agents or employees. The provisions of this section shall not affect any insurance contract or Workers' Compensation agreement. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

SOUTH CAROLINA INSURANCE. To the fullest extent permitted by South Carolina law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by South Carolina Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

SOUTH DAKOTA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL SOUTH DAKOTA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY SOUTH DAKOTA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY SOUTH DAKOTA LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify or hold harmless Lessor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Lessor or its agents, employees, or indemnitees. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

SOUTH DAKOTA INSURANCE. To the fullest extent permitted by South Dakota law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or

destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by South Dakota Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement
to provide the coverage under this Agreement.

<u>TENNESSEE INDEMNIFICATION AND RELEASE PROVISIONS</u>. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL TENNESSEE LAWS, AND TO THE FULLEST EXTENT PERMITTED BY TENNESSEE LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY TENNESSEE LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify nor hold harmless the Lessor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Lessor, the Lessor's agents or employees or indemnitees 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

TENNESSEE INSURANCE. To the fullest extent permitted by Tennessee law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Tennessee Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

TEXAS INDEMNIFICATION AND RELEASE PROVISIONS (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL TEXAS LAWS, AND TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY TEXAS LAW. – – LESSEE'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, PRIVATE INVESTIGATOR/ADJUSTOR 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, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO V.A.T.S. INSURANCE CODE §151.102 LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE LESSOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE LESSOR, OTHER THAN THE LESSEE OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER. HOWEVER, THE INDEMNIFICATION OBLIGATION 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 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 PARTIAL INDEMNIFICATION AND PROCUREMENT OF INSURANCE.

MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT AO V.TCA. CIVIL PRACTICE CODE §127.001-127.007). TO THE FULLEST EXTENT PERMITTED BY LAW, LESSOR AND LESSEE AGREE TO INDEMNIFY EACH OTHER AND EACH OTHER'S CONTRACTORS AND THEIR EMPLOYEES AGAINST LOSS, LIABILITY OR DAMAGES ARISING IN CONNECTION WITH BODILY INJURY, DEATH, AND DAMAGE TO PROPERTY OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR THEIR EMPLOYEES, AND INVITEES OF EACH PARTY ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACT. THIS PROVISION ONLY APPLIES TO CONTRACTS FOR A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.002. 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. It is further the Parties' intention that if an action for damages is brought by an injured employee against a third party liable to pay damages for the injury under the Texas Labor Code that results in a judgment against the Lessor or a settlement by the Lessor, the employer is liable to the Lessor for reimbursement or damages based on the judgment or settlement since the employer/ Lessee executed, before the injury occurred, this written agreement with the third party to assume the liability of the Lessor. TEX. LAB. CODE ANN. § 417.004 (West 2015)

TEXAS INSURANCE. To the fullest extent permitted by Texas law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to V.A.T.S. INSURANCE CODE §151.104, additional insured coverage shall be limited in scope, in the same manner as set forth in the INDEMNIFICATION section above, such that it shall not provide coverage which is prohibited for an agreement to indemnify, hold harmless, or defend. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and Lessor's policies are excess to Lessee's policies; d. Inland marine/all-risk and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by V.A.T.S. INSURANCE CODE §151.104; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

UTAH INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL UTAH LAWS AND IN ACCORDANCE WITH U.C.A. 1953 § 13-8-1,, AND TO THE FULLEST EXTENT PERMITTED BY UTAH LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE,

REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY UTAH LAW. – – 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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall not be required to insure, hold harmless, indemnify, or defend Lessor or others against liability if the damages arise out of (A) bodily injury to a person; (B) damage to property; or (C. Economic loss; and the damages are caused by or resulting from the fault of the Lessor its agents or employees. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

UTAH PARTIAL INSURANCE. To the fullest extent permitted by Utah law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site and pursuant to U.C.A. 1953 § 13-8-1 the Lessee shall not be required to insure Lessor or others against liability if the damages arise out of (A) bodily injury to a person; (B) damage to property; or (C. Economic loss; and the damages are caused by or resulting from the fault of the Lessor, or its agents or employees The Lessee shall procure the following coverage's for Lessor which are not prohibited by U.C.A. 1953 § 13-8-1: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; all must be used and modified but only to the extent required by U.C.A. 1953 § 13-8-1; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane

Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. The Lessee may substitute a Commercial General Liability insurance policy with an owner's and/or contractor's protective insurance or a project management protective liability insurance policy. In the event of loss on the Builder's Risk policy, proceeds of property damage insurance on the Equipment shall first be made payable to Lessor before any person or entity receives a payout from the property damage insurance policy. 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

VERMONT INDEMNIFICATION AND RELEASE PROVISION. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL VERMONT LAWS, AND TO THE FULLEST EXTENT PERMITTED BY VERMONT LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY VERMONT LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

VERMONT INSURANCE. To the fullest extent permitted by Vermont law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Vermont Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

VIRGINIA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL VIRGINIA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY VIRGINIA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY VIRGINIA LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify or hold harmless Lessor against liability for damage arising out of bodily injury to persons or damage to property suffered in the course of performance of this contract, caused by or resulting solely from the negligence of the Lessor or its agents or employees, however, this limitation shall not affect the validity of any insurance contract, Workers' Compensation, or any agreement issued by an admitted insurer. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

<u>VIRGINIA INSURANCE.</u> To the fullest extent permitted by Virginia law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Virginia Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

<u>WASHINGTON INDEMNIFICATION AND RELEASE PROVISIONS</u>. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL WASHINGTON LAWS, AND TO THE FULLEST EXTENT PERMITTED BY WASHINGTON LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY WASHINGTON LAW. – – Lessee's duty to partially indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, private investigator/adjustor 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, attorneys' fees, duty to defend and costs of settlement, except that Lessee has no duty to indemnify, which includes duty to defend liability, for damages arising out of such services or out of bodily injury to persons or damage to property resulting from the sole negligence of the Lessor, its agents or employees. In accordance with RCWA 4.24.115 if liability is caused by or resulting from the concurrent negligence of (1) the Lessor or the Lessor's agents or employees, and (2) the Lessee or the Lessee's agents or employees. Lessee shall indemnify Lessor only to the extent of Lessee's negligence. This agreement specifically and expressly provides therefor and waives the Lessee's immunity under industrial insurance, Title 51 RCW. This agreement specifically and expressly provides therefore, and the waiver was mutually negotiated by the Parties pursuant to RCWA 4.24.115(b). The partial 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 Lessee under Workers' Compensation acts, disability benefits acts, or other employee benefits 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. Each provision, sentence and phrase are separate and distinct from any other provision, sentence or phrase in all sections of this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any paragraph, sentence or phrase is declared invalid, then all other paragraphs, sentences or phrases of this contract shall stand.

<u>WASHINGTON INSURANCE</u>. To the fullest extent permitted by Washington law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Washington Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement. In no event do the parties agree to waive any right of subrogation that is in violation of any applicable law applicable to Worker's Compensation laws, rules or regulations.

WEST VIRGINIA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL WEST VIRGINIA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY WEST VIRGINIA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY WEST VIRGINIA LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Lessor, its agents or employees. 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 Lessee under Workers' Compensation acts, disability benefits acts, or other employee benefits 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

WEST VIRGINIA INSURANCE. To the fullest extent permitted by West Virginia law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by West Virginia Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement.

WISCONSIN INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL WISCONSIN LAWS, AND TO THE FULLEST EXTENT PERMITTED BY WISCONSIN LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK,

INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY WISCONSIN LAW. – – Lessee'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, private investigator/adjustor 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, attorneys' fees and costs of settlement and all costs and attorney fees associated with enforcing this agreement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

WISCONSIN INSURANCE. To the fullest extent permitted by Wisconsin law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement. In no event do the parties agree to waive any right of subrogation that is in violation of any applicable law applicable to Worker's Compensation laws, rules or regulations.

WYOMING INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL WYOMING LAWS, AND TO THE FULLEST EXTENT PERMITTED BY WYOMING LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY WYOMING LAW. – – Lessee'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, private investigator/adjustor 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, attorney's fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. 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 Lessee under Workers' Compensation acts, disability benefits acts, or other employee benefits 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 partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

WYOMING INSURANCE. To the fullest extent permitted by Wyoming law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with 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 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 and or builder's risk which includes an 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 during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16 and all must be used and modified but only to the extent required by Wyoming Law; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor.; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey.; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first 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 Agreement 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/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. 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 Agreement to provide the coverage under this Agreement. In no event do the parties agree to waive any right of subrogation that is in violation of any applicable law applicable to Worker's Compensation laws, rules or regulations.