

AMERICAN CRANE RENTAL

Ph: 209-838-8815 Fax: 209-838-8816

STANDARD LONG TERM RENTAL AGREEMENT

THIS LEASE IS EXECUTED ON:

AMERICAN CRANE RENTAL, INC. AND
("LESSOR")

("LESSEE")

INDIVIDUAL

PARTNERSHIP

CORPORATION

JOINT VENTURE

PUBLIC UTILITY

CONSISTING OF: REPLACEMENT VALUES – (Add separate sheets if necessary)

THE PARTIES AGREED AS FOLLOWS:

Lessee hereby leases from lessor at the rates hereinafter stated, the following personal property together with accessories used in connection therewith ("EQUIPMENT") at the agreed valuations and at the rental rates stated on the equipment list which is attached hereto, Marked Exhibit "A" and which the parties expressly agree to incorporate herein by the reference.

1. **AGREED USE:** **Model:** **S/N:**

The rates listed herein shall apply to the following periods of use:

DAILY: \$ Per Day
WEEKLY: \$ Per Week
MONTHLY: \$ Per Month
IN / OUT: \$ _____
PERMITS: \$ _____
FUEL: \$ Per Gallon Fuel Surcharge (No Red Fuel)
DEF: \$ Per Gallon Surcharge

2. **GUARANTEED MINIMUM RENTAL PERIOD ("MINIMUM TERM")**

The length of the Minimum is: _____

3. **PLACE(S) OF ANTICIPATED USE (SEE PARAGRAPH 11):**

Location: _____

Type of Work: _____

From: _____ To: _____

P.O. Box 308 Escalon, CA 95320

www.americancranerental.net

AMERICAN CRANE RENTAL

Ph: 209-838-8815 Fax: 209-838-8816

4. LESSEE'S INSURANCE REQUIREMENTS (SEE PARAGRAPH 14):

PUBLIC LIABILITY: \$ 1,000,000.00 All risk physical damage-policy limits
PROPERTY DAMAGE: To 100% of aggregate equipment valuation set forth in
Exhibit "A" \$1,000,000.00 (PAGE 1 POLICY LIMITS)

5. RENTAL TERM:

The rental term shall begin when the equipment is loaded out and ready for shipment and shall end when the equipment is returned to its point of origin. If LESSEE shall retain the equipment beyond the minimum term. The term shall be extended on a PRO-RATA basis. After the minimum term expires, either party may terminate this lease upon the expiration of five (5) days advance written notice of or ID sufficient notice is given, this lease shall terminate at the expiration of five(5) days following the expiration of the minimum term, which ever is the later. All extensions of the term shall be subject to these general conditions.

6. TRANSPORTATION:

Lessee agrees to pay all transportation costs including, but not limited to, loading and unloading costs and agrees to be responsible for any damages or loss to the equipment while it is in transit. Lessee shall furnish timely instructions for shipment, and absent such instructions. Lessor may ship railhead or such other shipping point which Lessor reasonably believes to be the most convenient and / or closest to the place of use specified herein. Lessor shall furnish shipping instructions for the return of the equipment up Lessee's written request.

7. RETURN OF EQUIPMENT:

Lessee agrees to return the equipment to Lessor at the point of origin unencumbered and in the same condition as when received by Lessee, excepting reasonable wear and tear resulting from normal proper use. The cost of any repairs necessary to restore the equipment to the original condition as when rented, minus reasonable wear and tear, shall be paid by the Lessee. Any time beyond the minimum term required to make such repairs shall extend the term to include such reasonable additional repair time as is necessary under the circumstances. Lessor may require Lessee to ship the equipment to a point other than the point of origin; however, Lessee shall not be required to pay any additional costs incurred thereby unless such is mutually agreed upon.

8. RENTAL PAYMENTS:

Lessee agrees to pay all rentals incurred during the Term and Extension thereof with out deduction of equipment Down-Time or for surrender of the equipment prior to the expiration of the Minimum Term or for any other reason, except as otherwise authorized by Lessor in writing, Lessee shall pay all rentals to Lessor at the address designated herein or at such other place as Lessor may designate in writing. Unpaid rentals shall bear interest at 7% Per Annum unless paid within **Thirty (30) Days** of the invoice date. Lessor may, upon reasonable notice, require Lessee to pay rentals in advance.

9. TAXES:

P.O. Box 308 Escalon, CA 95320

www.americancranerental.net

AMERICAN CRANE RENTAL

Ph: 209-838-8815 Fax: 209-838-8816

Lessor agrees to pay all property taxes or other similar charges incurred by reason of the equipment being located at leaser's yard or other permanent sites under leaser's control if established prior to execution of this lease ("Permanent Sites"). Lessee agrees to pay additional rental hereunder or shall reimburse Lessor if lessor is required to pay any other taxes, penalties and fines or other charges of any Governmental entity other than that having jurisdiction over the permanent sites or which may be assessed or levied against the equipment during the lease term by reason of execution of the agreement, the transaction represented hereby or arising from the ownership, operation or possession of the equipment. Unless otherwise provided herein, if there are several Lessees of the equipment during any one taxation period in a jurisdiction other than that of permanent sites, Lessee need only pay his pro-rata share. Such share shall be computed, among other things, with reference to the minimum term, all extensions of the term and with reference to the period for which the charge is made and the length of time the equipment is in the jurisdiction. Lessor may, at its sole option, bear the Pro-Rata cost of any such payments. The parties agree to make all necessary adjustments at the termination of this lease.

10. REPAIRS AND OPERATION COST:

Lessee agrees to inspect the equipment upon taking delivery. Lessee's failure to notify Lessor in writing of any deficiencies in the equipment 24-hours after taking delivery or such other period of time as may be mutually agreed upon in writing is Lessee's acknowledgment that the equipment was, when delivered, in good, safe and serviceable condition and fit for its intended use. Lessee shall maintain the equipment in good, safe operating condition and shall bear all costs of whatever nature incurred in doing so. Without first obtaining Leaser's written consent, Lessee shall not incur any liability or expend any money for Leaser's account. The title to all parts, materials and supplies furnished to the equipment become the property of the holder of the title to the equipment.

A. PREVENTIVE MAINTENANCE SCHEDULE AGREEMENT

For years American Crane Rental has provided customers throughout California with reliable machinery and superb service. If we are to maintain this high level quality service our **Equipment Must Be Serviced** while in the field. The following is our Preventive Maintenance Schedule Agreement. LESSEE is responsible for the Maintenance Schedule and acknowledges receipt of the service requirements.

- **Engine Oil and Oil Filter** – Engine oil and filter is changed every 250 hours or once a month whichever comes first.
- **Air Cleaner Filter** – This filter may be blown out every week or daily depending on job conditions and will be changed once a month.
- **Fuel Filters** – These filters will be changed once a month. We will supply you the filter types to be used.
- **Hydraulic Filter** – The hydraulic filter will be changed every 500 hours or once every 3 months, whichever comes first.
- **Transmission Oil and Filter** – The transmission oil and filter will be changed every 500 hours or every 3 months, whichever comes first.
- **Adverse Weather/Corrosive Environment** – The equipment must be protected from the effects of adverse weather and corrosive environments (salt water, etc.)
- **Note** – Different Machines take different fluid types. Consult American Crane for fluid type.
- **American Crane Rental, If Agreed, Provide Maintenance at Customers Expense.**
- Lessee shall provide a maintenance report to Lessor on the last day of each month specifying the extent of all maintenance performed on the leased equipment.

11. USE OF EQUIPMENT

P.O. Box 308 Escalon, CA 95320

www.americancranerental.net

CRANE

RIGGING

HAULING

AMERICAN CRANE RENTAL

Ph: 209-838-8815 Fax: 209-838-8816

In absence of Leaser's written permission to do otherwise, Lessee shall use the equipment only in the conduct of its business and at the places of anticipated use specified in paragraph 3. At no time shall the equipment be subjected to personal, improper, careless or needlessly or unreasonable rough use or to any usage in violation of any statute, ordinance, rule, regulation or order of any governmental or other entity having jurisdiction over place of use, Lessee agrees: (A) to use the equipment in accordance with the manufacture's instructions and within the rated load capacity for such or similar equipment; (B) that the counterweight in excess of the manufacture's specifications shall not be used; (C) that the equipment shall be protected from all hazards. Lessee agrees not to alter or modify the equipment nor remove or otherwise alter any numbering, lettering or insignia placed upon the equipment without first obtaining Leaser's written consent, Lessee shall maintain accurate lubrication records, for the equipment and records of actual hours and dates of operation in the form prescribed by Lessor which is attached hereto marked exhibit "B" which the parties expressly agree shall be incorporated herein by this reference. Lessee shall keep Lessor informed of the location and the condition of the equipment at all times and Lessor shall be given access to the equipment at all reasonable times for the purpose of inspection.

12. OPERATION AND INDEMNIFICATION:

Lessee agrees to employ only competent, experienced and reliable personnel to operate and maintain the equipment. Lessee agrees to indemnify Lessor against and save it harmless from all liability for Wages, Taxes, Insurance contributions, and other such payments, benefits under any worker's compensation or similar expenses respecting Lessee's employment of such personnel. Lessee agrees to hold Lessor and its officers, agents and employees harmless from and indemnify and defend them against all claims, demands, liabilities, suits judgments or wards of whatsoever kind or nature, including, but not limited to, all charges, cost, attorney's and other legal fees and expenses in defending against any such claims because of any alleged damage, loss of and/or injury to property and injury to and/or the death of any person (including Leaser's employees), arising from the operation of or use of the equipment in any manner whatsoever, including operation by leaser's employees in any manner whatsoever, including operation by Leaser's employees under lessee's direction and control, excepting such as may arise from sole negligence of Lessor, and whether any such claim is prosecuted to final judgment or award.

13. DAMAGE TO OR DESTRUCTION OF EQUIPMENT:

Lessee shall indemnify Lessor from any loss of or damage to the equipment howsoever caused during the rental term. If the equipment is damaged or made inoperable in any way other than as a result of normal wear, the Lessee shall notify Lessor in writing within 48-hours of its occurrence, specifying the extent and nature of the damage. Repairs to structural or load carrying portions of the equipment, including, but not limited to, boom sections are not to be undertaken without first obtaining Leaser's written consent.

14. INSURANCE:

Lessee agrees immediately to provide all risk physical damage insurance to cover the full insurance value or the equipment for its loss or damage from any cause, including, but not limited to, fire, theft, flood, explosion, overturn, accident and acts of God occurring during the rental term. Lessee also agrees immediately to provide public liability and property damage insurance with the limits set forth in paragraph (4) of this agreement. The valuation of the equipment set forth in exhibit "A" is agreed to be actual value of the equipment for the purpose of fixing its insurable value. Lessee's insurance shall be in companies acceptable to Lessor. Lessee agrees to furnish to Lessor Certificates of such Insurance naming Lessor as an additional insured within ten days from the date of Lessee's execution of agreement and before taking delivery of the equipment and to make Lessor and additional name insured to on each such policy. Each policy shall require the insurer to give (30) days advance notice to Lessor prior to cancellation. In the event of loss, proceeds of property damage insurance on the equipment shall be made payable to Lessor and Lessee as their respective interests appear hereunder. Lessee's

P.O. Box 308 Escalon, CA 95320

www.americancranerental.net

AMERICAN CRANE RENTAL

Ph: 209-838-8815 Fax: 209-838-8816

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.

15. WARRANTIES:

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

16. TITLE:

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

17. DEFAULT-REPOSSESSION:

Lessor may enter any premises where the equipment is located without notice and may repossess all or part of it if: (A) Lessee fails to make prompt payments when due; and/or (B) if Lessee breaches any other provision of this lease; and/or (C) if Lessee becomes insolvent or makes an assignment for the benefit of creditors or becomes subject to any proceedings in the nature of bankruptcy; and/or (D) if Lessor shall deem it necessary to protect its right in the equipment against loss or damage and/or (E) upon termination of this lease for any reason. The rights specified by this paragraph are in addition to all other rights of Lessor. If Lessor repossesses the equipment, Lessee expressly waives all further rights to possession and all claims for damages how ever arising from repossession.

18. ASSIGNMENT-TRANSFER-SUBLETTING:

Any attempt by Lessee to assign, sublet or otherwise transfer this lease or any interest herein in absence of Lessor's written consent, shall be void. Lessee shall not, in absence of Lessor's prior written consent, remove equipment from its place of designated use nor shall Lessee relinquish possession, custody or control of the equipment to anyone other than those designated by Lessor in writing, if Lessor assigns this lease, such assignment shall be free of all claims or offsets in favor of Lessee. Upon assignment, the term "Lessor" shall include and refer to Lessor's assignee.

19. TIME OF ESSENCE-WAIVER:

Time is of the essence of this lease and all of its provisions. Lessor's failure to require strict performance by Lessee of any of the lease provisions or Lessor's acceptance of late or partial performance hereunder, shall not constitute a waiver of any prior defaults of Lessee nor of Lessor's rights thereafter to demand strict compliance therewith or with any other provisions hereof. The parties agree that Lessor's right under this lease are cumulative and shall be in addition to all other remedies in its favor existing at law or in equity.

AMERICAN CRANE RENTAL

Ph: 209-838-8815 Fax: 209-838-8816

20. SUCCESSORS AND ASSIGNS:

This lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, administrators, executors, trustees, and assigns, subject to the provisions of paragraph 18 hereof.

21. ATTORNEY'S FEES:

If Lessor institutes any proceedings to enforce this lease or any provision thereof, it shall be limited to, reasonable attorney's fees regardless of whether or not such action is prosecuted to final judgment.

22. APPLICABLE LAW:

This lease shall be deemed to be executed and delivered in Escalon, County of San Joaquin, State of California and governed by and construed in accordance with the laws of the State of California. The parties agree that the courts of San Joaquin County are the appropriate venue for judicial action. Lessee agrees to and submits to the courts of San Joaquin County, State of California.

23. NOTICES:

All notices required to be given hereunder may be served personally or sent by certified or registered mail, return receipt requested, with postage prepaid to the address of the other party stated herein unless a different address is designated hereafter in writing.

24. FORM OF AGREEMENT:

This agreement, when duly executed by the parties, is the complete agreement of the parties. Lessee represents that it has not relied upon previous representations by anyone as an inducement to enter into lease. Lessor may withhold delivery of the equipment until this agreement has been properly executed by all parties; however, acceptance of delivery of the equipment and its use by Lessee shall constitute its acceptance of these general conditions.

25. PARAGRAPH HEADINGS:

Paragraph headings are not a part of this Lease and shall have no effect upon its construction or interpretation.

26. AMMENDMENTS:

Neither party shall be bound by any agreement, warranty or representation, express or implied, unless contained herein or a duly executed amendment thereto. No representative, agent or employee of Lessor has the authority to amend, modify or waive any of these terms and conditions. No modification or amendment hereof shall be binding on Lessor unless it is in writing and signed by Lessor.

27. OPERATORS:

P.O. Box 308 Escalon, CA 95320

www.americancranerental.net

CRANE

RIGGING

HAULING

AMERICAN CRANE RENTAL

Ph: 209-838-8815 Fax: 209-838-8816

The lessee does warrant that all operators of the equipment will be experienced and competent to operate the leased equipment.

28. INSPECTIONS, MAINTENANCE, AND RECORD KEEPING REQUIREMENTS:

Cranes returned without operators manual:	\$ 100.00 Replacement Fee
Cranes returned without fire extinguisher:	\$ 50.00 Replacement Fee
Cranes returned without load charts:	\$ 150.00 Replacement Fee

“ THE PARTIES FURTHER AGREE AND INTEND THAT THIS AGREEMENT MAY BE EXECUTED BY THE PARTIES COUNTERPART TELE-FAXED COPIES. EACH PARTY AGREES TO BE BOUND BY SENDING A TELE-FAXED COPY OF THIS AGREEMENT BEARING ITS SIGNATURE.”

(Name and Address of Lessor)

American Crane Rental, Inc.

P.O. Box 308

Escalon, CA. 95320

209-838-8815 Fax # 209-838-8816

888-272-6330

Lessor: American Crane Rental, Inc.

By:

Title:

Date:

(Name and Address of Lessee)

Name:

Address:

City, State, Zip:

Phone:

Email:

By: _____

Signature

Print Name

Title: _____

Date: _____

P.O. _____

P.O. Box 308 Escalon, CA 95320

www.americancranerental.net