

STANDARD SERVICE PROVIDER CONTRACT ADDENDUM

Insert Your Company Name Here ("SP" or "Company" or "Subcontractor" or "Lessor") is a Service Provider of Equipment, such as cranes, forklifts, or hoisting equipment along with Operating Personnel. "Contractor" or "Customer" or "Lessee" is the entity that has hired SP. SP is referred to in this contract as a Subcontractor of cranes and personnel. While SP is referred to as a Subcontractor, it does not provide and is not providing typical Subcontractor services such as installing materials and supplies, like a plumber, electrician or HVAC Subcontractor. SP leases Equipment and Personnel to Contractor pursuant to the following terms and conditions which shall apply. While the agreement uses the term Subcontractor, the Parties agree the SP is providing only services such as Equipment along with Operating Personnel and is not providing any materials or goods for installation, or any warranties associated with the scope of work. The term "Operating Personnel" is defined as all operators, oilers, riggers, millwrights, machinery movers, drivers, helpers, technicians, mechanics or any other personnel who perform service operations including rigging, machinery moving, welding, assembling, disassembling, lifting, mobilizing, demobilizing and/or maintenance work or repair work on the Equipment. For Bare Rentals/Leases, if any Operating Personnel are provided by Company along with the Equipment at Customer's request, or recommended to Customer by Company, such Operating Personnel shall be deemed employees or Borrowed Servants, and Customer shall be responsible for payment of the wages and benefits of such Operating Personnel and Borrowed Servant, which shall be included in Customer's rental invoices as part of the rental charges, even though such wages and benefits may be administered by Company.

1. PREVAILING TERMS. The terms and conditions found in this STANDARD SERVICE PROVIDER CONTRACT ADDENDUM shall apply instead of and shall prevail over, all other similar, additional or inconsistent provisions in any other contract or contract documents related to the Work, including the Prime Contract, Upper Tier Contract, Contract Documents, Master Service Agreement, the Crane Services Agreement, Equipment Rental Agreement, any Project Supplement, any Purchase Order, or any Change Order or any other agreement, issued at any time. The Subcontractor's most recent quote has pricing for the scope of work for Subcontractor. The pricing scope of work includes as a material element of the pricing Subcontractor's terms and conditions. Any change to the terms and conditions of the quote materially change the pricing and are not agreed to by Subcontractor. Any attempt to modify the pricing scope of work by eliminating the scope of work or changing the scope of work such as by deleting the quote, and prior negotiations from any subsequent contract is null and void.

2. PERMITS. Contractor shall, at its sole cost and expense, obtain and maintain all licenses, permits or certificates required by any applicable law and directly related to the performance of work or Work performed at a specific project or work site.

3. SAFETY-LIFT DIRECTOR. It shall be the duty of the Contractor to have a person on site qualified as a "Lift Director" to give specific instructions and directions to all persons operating, maintaining, or using Equipment. Contractor understands and agrees that Contractor is responsible for operating the Equipment in accordance with American National Standards Institute (ANSI) and ASME including ASME B30.5 (2018) and P30.1(2019). Contractor specifically agrees that the Subcontractor has absolutely no control over the Lift Director. The Lift Director has the exclusive right to supervise and control the direction and use of the Equipment and the direction of the operator. If an operator refuses to comply with a signal, direction or order for any reasons, including the operator's belief that such a signal, direction or order creates an unsafe condition, Contractor agrees that such refusal does not change or alter the Lift Director's exclusive right to supervise and control the use of the Equipment and the operator. The Lift Director has the authority and responsibility to call a "STOP TO ALL OPERATIONS." The Contractor further agrees that all Equipment used, and all work performed and all persons operating the Equipment, shall be solely within and in furtherance of, Contractor's contractual scope of work on any given project. The Subcontractor, at times, may need to replace or substitute personnel and any such replacement or substitution shall only be with the approval of the Lift Director and the Lift Director shall have the right to control, including the right of termination for safety concerns, and the Lift Director shall be deemed to have exercised that right as to all details or operation of the Equipment and the personnel operating the Equipment.

4. SAFETY-OPERATION AND USE OF EQUIPMENT. Contractor, at all times, shall direct the operation and movement of the Equipment (also referred to as load handling Equipment or "LHE") in a safe and competent fashion and shall be responsible for the actions of all those persons involved in the operation or movement of the Equipment. Contractor, at all times, shall comply with all applicable local, state, federal and provincial statutes, rules, regulations and National Standards including ANSI and ASME B30.5(2018) and P30.1(2018) relating to the operation of the LHE. During use and operation of the Equipment, Contractor, directly and through its agents, servants and employees, shall at all times, assume the roles and fulfill all the responsibilities of the a) Lift Director, b) Lift Planner, c) Site Supervisor d) controlling entity, e) Site Safety Officer, f) Crane User and/or LHE User, g) Signalperson, h) Rigger, and i) Spotter; as those terms are defined in 29CFR1926.1400-1444 including subpart CC (OSHA), ASME P30.1 Lift Planning

and ASME B30.5 (2018). If Subcontractor supplies any lifts plans for use by the Contractor and/or the Lift Director, Contractor agrees that the lift plans are supplied for informational purposes only, and the Lift Director is ultimately responsible to review and approve the lift plan for use. Contractor is solely responsible for gathering and providing all information used in the lift plan. Contractor hereby guaranties that those agents, servants and employees assigned the roles and functions set forth above shall be, at all times, through education, training, experience, skill and physical fitness, as necessary, be competent and capable to perform the functions they are assigned. Subcontractor is not providing any signal person, Lift Director, Site Supervisor, Site Safety Supervisor, nor any rigging services unless provided in the Subcontractor's quote and scope of work.

5. SAFETY-GROUND CONDITIONS. Contractor shall be solely responsible for the ground conditions and the installation of and the proper use of supporting materials during the use, and the placement of the Equipment for operation of the Equipment. "Ground conditions" means the ability of the ground to support the size, height, width and weight of the Equipment and all required counterweights (including slope, compaction, and firmness). "Supporting materials" means blocking, mats, cribbing, or similar supporting materials or devices. The Equipment must not be assembled or used unless ground conditions are firm, sufficiently compacted in accordance with the manufacturer of the Equipment's requirements, drained, and graded to a sufficient extent so that, in conjunction (if necessary) with the use of supporting materials, the Equipment manufacturer's specifications for adequate support and degree of level of the Equipment are met. The Contractor shall ensure that ground preparations necessary to meet the requirements of this paragraph are provided, which includes, but is not limited to, the identification, communication and elimination of hazards in, around and beneath the Equipment set-up area, including below grade.

6. SAFETY-POWER LINES. Contractor's Lift Director shall be solely responsible for ensuring that the Equipment is not, used or operated in proximity to energized power lines, wherever they are located. Contractor shall contact the electric utility and arrange for all power lines in proximity of any transportation or to be de-energized. If de-energizing of power lines is not possible, then Contractor will ensure that all power lines are properly insulated. Finally, at a minimum, Contractor shall strictly follow all requirements found in any applicable code or regulation, in particular those found in 29 CFR 1926.1408 and 1409. Contractor shall not rely upon any proximity warning device to determine whether the Equipment is maintaining a safe distance from any power lines.

7. SAFETY-RIGGING. Contractor is required to provide all rigging to be used with the Equipment including, but not limited to, chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire. Contractor and the Lift Director assume the responsibility for the manner, means and method of rigging, the condition of the rigging, the condition and use of any lifting lugs and hereby guaranties that those agents, servants and employees involved in the rigging of any load shall be, at all times, through education, training, experience, skill and physical fitness, as necessary, be competent and capable to perform the functions they are assigned. If Subcontractor supplies any rigging, then the Lift Director is responsible for inspection and approval of rigging to be used.

8. SAFETY-LOAD CALCULATIONS AND DEVICES. If any Equipment has been fitted with a load measuring device, the Contractor hereby acknowledges and agrees that the Subcontractor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to measure the weight of loads accurately and consistently being lifted by the Equipment and Contractor will not rely upon said device. Contractor shall independently determine the weight of every load to be lifted by the Equipment and Contractor shall independently calculate the lifting capacity of the Equipment for each and every lift and shall make the decision to proceed with any lift, based only on the expertise and judgment of the Contractor and the Lift Director.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, IN NO EVENT WILL SUBCONTRACTOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, INDIRECT, SPECIAL, LIQUIDATED, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE EQUIPMENT OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL ALSO APPLY TO ANY LOSS OF ANY KIND ARISING FROM AN EXERCISE OF CIVIL AUTHORITY, RESTRICTIVE GOVERNMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE DEFENSE PRODUCTION ACT, DISASTER DECLARATIONS, REGULATIONS, SLOWDOWNS, STAY IN PLACE/SHELTER AT HOME ORDERS, GOVERNMENTAL OR CIVIL SHUTDOWNS, OR SIMILAR GOVERNMENTAL REQUIREMENTS, PANDEMICS OR OTHER WIDESPREAD ILLNESS, WIND OR OTHER INCLEMENT WEATHER, PROTEST, INSURRECTION, WAR, RIOT, OR CIVIL UNREST. CONTRACTOR'S LIABILITY ON ANY CLAIM OR ANY KIND OF LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF BY CONTRACTOR SHALL IN NO CASE EXCEED THE PAYMENTS RECEIVED BY CONTRACTOR FROM CONTRACTOR FOR THE EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT DURING MOST RECENT THREE (3) MONTHS, OR \$10,000.00, WHICHEVER IS GREATER, (HEREAFTER REFERRED TO AS "DAMAGES CAP").

SUBCONTRACTOR SHALL NOT BE LIABLE TO CONTRACTOR, UNDER ANY CIRCUMSTANCES, WHETHER PURSUANT TO CONTRACTUAL AGREEMENT, WARRANTY (EXPRESS OR IMPLIED), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR PRODUCTS AND/OR STRICT LIABILITY) OR OTHERWISE, AND WHETHER CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR SERVICES, OR BY ANY INADEQUACY THEREOF, OR BY ANY DEFECT THEREIN, OR BY ANY ACT OF OMISSION IN CONNECTION THEREWITH, IN EXCESS OF THE DAMAGES CAP.

10. FORCE MAJEURE. Except as otherwise expressly set forth herein, in the event a Party shall be delayed or hindered in, or prevented from, the performance of any act required of it hereunder by reason of strike, inability to procure materials, failure of power, telecommunications or connectivity failure, exercise of civil authority, restrictive governmental laws, including, but not limited to, the Defense Production Act, disaster declarations, regulations, slowdowns, stay in place orders/shelter at home orders, governmental shutdowns or similar governmental requirements, riot, insurrection, war, civil unrest, protests, wind or other inclement weather, act of God, pandemic, epidemic or other widespread illness, viral slowdowns/issues, or other event outside the reasonable control of that Party (each such cause or event being hereinafter referred to as a "Force Majeure"), then performance of such acts will be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. Any time a Party is experiencing a Force Majeure that is expected to result in a significant failure or delay, that Party will endeavor to give notice to the other party describing the Force Majeure and the nature of the failure or delay and giving an estimate as to how long the delay will last. A Party claiming an excusable delay or failure under this paragraph shall use reasonable efforts to alleviate or overcome the Force Majeure as soon as practicable. A Force Majeure event shall not excuse the Contractor from payment of the rental rate as originally agreed upon including any Operator wages and benefits. If this agreement is cancelled or terminated early due to Force Majeure, then Contractor shall pay an additional two (2) months' rent as a cancellation fee.

11. CHOICE OF LAW; VENUE. This Agreement will be construed and governed by the laws of the state of Company without regard to the choice of law principles thereof. The venue for all disputes among and between the Parties concerning the validity, construction, or effect of this Agreement, or the rights and obligations created hereunder, shall be the County where the work is being performed.

12. ASSUMPTION AND RELEASE. The Contractor assumes all of the risks associated with the performance of any and all work occurring under or arising out of this Agreement. This includes, but is not limited to, any risks, claims, suits, or causes of action that may arise from negligence or carelessness on the part of the Contractor, Lift Director or the Contractor's agents, servants or employees, independent contractors or anyone else. Further, the Contractor waives, releases and discharges the Subcontractor and its agents, servants or employees, from any and all liability, including but not limited to, liability arising from any and all negligence or fault, for any death, disability, personal injury, property damage, or actions of any kind which may hereafter occur or arise out of the performance of any and all work under, or arising out of this Agreement.

13. CHANGE IN CONDITIONS. Any changes to the condition of the site or work from the time of the proposal to the time when Subcontractor starts the work shall be the responsibility of the Contractor. Contractor shall immediately notify Subcontractor by email of any changes not previously disclosed regarding the set-up or site conditions. In the event of an increase in the work, the contract price shall be increased by a fair and reasonable valuation based upon the original contract rates. Furthermore, Contractor shall provide access to the job site so that Contractor, can mobilize or demobilize its Equipment. If either an increase or decrease in work occurs as a result of change in conditions, or the inability to access the work site, Contractor shall provide an extra work notification to Subcontractor to cover the additional costs. Signing a daily work ticket, Work Order, or time sheet is an extra work notification & serves as authorization of overtime pay and additional costs that are payable to Subcontractor.

14. INDEMNITY. It is the parties' intent that this contract complies with all applicable laws including each states laws where the work is being performed and to the fullest extent permitted by each state's laws, the parties agree to the Reciprocal, Joint and Mutual indemnity provided in this paragraph. In accordance with Section 1 of this Addendum, this Section supersedes any other contract provision involving or dealing with Indemnity.

Contractor agrees to indemnify and save Subcontractor, its employees and agents, harmless from claims for death or injury to persons, including Subcontractor's employees, of loss, damage or injury to property, including the equipment, but only to the extent caused by the Contractor's negligence. Subcontractor's duty to indemnify hereunder shall include costs and expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Contractor shall not be required to indemnify Subcontractor, or Subcontractor'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 Subcontractor or Subcontractor's independent contractors, agents, employees, or indemnitees.

Subcontractor agrees to indemnify and save Contractor, its employees and agents, harmless from claims for death or injury to persons, including Contractor's employees, of loss, damage or injury to property, including any equipment, but only to the extent caused by the Subcontractor's negligence. Subcontractor's duty to indemnify hereunder shall include costs and expenses arising out of claims specified herein, including and all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Subcontractor shall not be required to indemnify Contractor or Contractor'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 Contractor or Contractor's independent contractors, agents, employees, or indemnitees.

The indemnification obligation under this 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 Contractor or Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Subcontractor's and Contractor's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Subcontractor or for the 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 and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

15. **INSURANCE** Parties understand and agree that a safe workplace with no accidents is the goal of both Parties. However, in the event of an accident or incident, the Parties agree to each pay their fair share of damages based on their pro-rata share of liability. In accordance with Section 1 of this Addendum, this Section supersedes any other contract provision involving or dealing with Insurance.

INSERT STATE INSURANCE REQUIREMENTS HERE

16. **BORROWED SERVANT.** All Operating Personnel who participate in the operation or use of the Equipment are deemed Borrowed Servants or employees of Customer pursuant to the Borrowed Servant Doctrine. Such personnel may not operate or use the Equipment without Customer's acceptance and approval and shall at all times act under Customer's sole direction, supervision and control. Further, under the Borrowed Servant Doctrine, Customer shall be fully liable for any and all loss or damage, including property damage and bodily injury or death as a result of the acts or omissions of such Borrowed Servant, in accordance with the scope and all provisions of this Agreement or any written and executed additions to this Agreement.

17. No retention of any revenue is permitted.

18. In accordance with Section 1 of this Addendum Contractor shall pay subcontractor within 30 days of the date of invoice. Paid when paid is not permitted under this contractor notwithstanding any other language in any agreement.

19. **OCIP-CCIP-Owner Controlled Programs** – Subcontractor is not responsible for providing any on-site insurance coverage when an OCIP-CCIP-Owner Controlled Program is in place.

20. Customer must sign daily work ticket or work order at the beginning of the shift and at the end of the shift confirming the scope of work to be performed or performed. Scope of work includes the Company Terms and Conditions.