

Customer ("Customer" or "Lessee")

Customer Jobsite

WorkOrder

Customer hereby hires Southwest Industrial Rigging (SWIR or Lessor) to perform the following work or rental of equipment (hereinafter "Equipment"):  
**LESSOR Equipment Number / Labor / Work / RV** **Start Time / End Time - Hours Worked**

**LEASE AGREEMENT AND WORK AUTHORIZATION**

CUSTOMER AGREES THAT ALL WORK SHALL BE PERFORMED PURSUANT TO SOUTHWEST INDUSTRIAL RIGGING ("SWIR" or "LESSOR") TERMS AND CONDITIONS ON FRONT AND BACK OF THIS FORM ALONG WITH THE ADDITIONAL TERMS AND CONDITIONS LOCATED AT <https://www.swirusa.com/Incorporations/WorkOrder.pdf> AND ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO INDEMNITY, INSURANCE, LIMITATION OF LIABILITY, OPERATION AND USE OF EQUIPMENT, LIFT DIRECTOR (B30.5), RELEASE AND ASSUMPTION OF LIABILITY. SWIR IS NOT RESPONSIBLE FOR ANY DAMAGE TO EXISTING STREETS, CURBS, DRIVEWAYS, PARKING LOTS, ANY STRUCTURES, LANDSCAPING, OR SIDEWALKS DUE TO INGRESS, EGRESS, MOBILIZATION, DEMOBILIZATION, ASSEMBLY, DISASSEMBLY, MOVEMENT OR STABILIZATION OF SWIR EQUIPMENT. THE FOLLOWING CUSTOMER REPRESENTATIVE IS AUTHORIZED TO ENTER INTO THIS AGREEMENT.

Authorized Customer Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_

SWIR Signature  \_\_\_\_\_ Name **Harry K. Baker** Date \_\_\_\_\_

THE ABOVE WORK IS VERIFIED AS CORRECTLY PERFORMED BY LESSOR. LESSEE CERTIFIES THAT ALL ITEMS HAVE BEEN RECEIVED IN GOOD ORDER, THERE HAVE BEEN NO INCIDENTS OR ACCIDENTS INVOLVING THE OPERATOR AND/OR THE EQUIPMENT AND THAT THE LESSEES' LIFT DIRECTOR WAS PRESENT AND GAVE THE APPROPRIATE DIRECTIONS TO THE OPERATOR. CUSTOMER / LESSEE VERIFIES THAT ALL WORK WAS CORRECTLY PERFORMED IN ACCORDANCE WITH TERMS & CONDITIONS LOCATED AT <https://www.swirusa.com/Incorporations/WorkOrder.pdf>

Customer Signature \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

**TERMS and CONDITIONS of LEASE AGREEMENT & WORK AUTHORIZATION / WorkOrder**

**ALL TERMS AND CONDITIONS LOCATED AT URL: <https://www.swirusa.com/Incorporations/WorkOrder.pdf> ARE AGREED TO BY THE LESSOR AND LESSEE. ANY AND ALL OF THESE TERMS AND CONDITIONS ARE ALSO INCORPORATED BY REFERENCE INTO THIS AGREEMENT, AS IF FULLY PRINTED HERE, INCLUDING BUT NOT LIMITED TO INDEMNITY, INSURANCE, LIMITATION OF LIABILITY, OPERATION AND USE OF EQUIPMENT, LIFT DIRECTOR (B30.5), RELEASE AND ASSUMPTION OF LIABILITY. From time to time the LEASE AGREEMENT & WORK AUTHORIZATION / WorkOrder may be amended by making changes to URL: <https://www.swirusa.com/Incorporations/WorkOrder.pdf>**

1. THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL OTHER INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY PURCHASE ORDER ISSUED AT ANY TIME, PRIME CONTRACT, and UPPER TIER CONTRACT RELATING TO ANY WORK, EQUIPMENT, QUOTE, BID, OR PROPOSAL. Customer ("Customer" or "Lessee") shall be conclusively deemed to have accepted the terms and conditions herein, and to have entered into this Agreement with Supplier ("Supplier" "Vendor", "Lessor" or "SWIR") This Agreement shall be interpreted in accordance with the laws of the state where the Supplier is located and the laws of the United States of America, including, but not limited to, federal transportation law while the Cargo or Equipment is in transit. However, for any accident occurring outside the state where the Supplier is located, paragraph 3 and 4 is deleted and incorporated by reference into this agreement is the state specific Indemnity provision (paragraph 3) and the state specific insurance provision (paragraph 4) for the state where the accident occurs, which may be found at URL: <https://www.swirusa.com/Incorporations/AllStatesAgreement.pdf> "Equipment" or "EQUIPMENT" is defined in the Agreement as the equipment being used with the services or leased to the Customer.

2. CHANGE IN CONDITIONS. Any changes to the condition of the site or work from the time of the proposal to the time when Supplier starts the work shall be the responsibility of the Customer. Customer shall immediately notify Supplier by email of any changes not previously disclosed regarding the setup 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. In either an increase or decrease in work, Customer shall provide an extra work notification to Supplier. Signing a time sheet is an automatic or extra work notification & serves as authorization of overtime pay.

3. 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, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ARIZONA 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, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer shall not be required to indemnify Company for liability for loss or damage resulting from the sole negligence of the Company or the Company'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 Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company 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. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

4. ARIZONA INSURANCE – To the fullest extent permitted by Arizona law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella 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 Company'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 any equipment, 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 and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company'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 Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09, 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 Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies; k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer'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; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer'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. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the 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 Company'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 worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The 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 Agreement.