

5459 Lake Court, Cleveland, OH 44114 216/881-0874 FAX: 216/881-0968

Contract

Swing Stage Lease Agreement

| Lessee: | Je | ob Location: | | |
|---|---------------------|---|---------------------------|--|
| Address: | | | | |
| ty: | | Contact: | | |
| Phone: | C | ustomer PO: | | |
| OUT Description | Serial# | | BSO# | |
| Tirak OR Bisomac | | | | |
| Model: | | | | |
| Voltage: | | | | |
| Remotes | | | | |
| Motor Covers | | | 1 | |
| OUT Altrex Modular Platforms | OUT | | Accessories | |
| 10' Deck | | Comice Hooks: | Parapet Clamps | |
| 10' Sides | | Counter Weights 50lb. 55lb. | | |
| 10' Handrails | | Tie Back Cables Ft. | | |
| 6' Deck | | Wire Rope for Motor Ft. | | |
| 6' Sides | | Electric Cables 110v 220v 3Phase | | |
| 6' Handrails | | Electric Yokes Ft. 220v 3Phase | | |
| 3' Deck | | Pigtail 220v | | |
| 3' Sides | | Plug Adapter 110v | | |
| 3' Handrails | | Booster 110v 220v 3Phase | | |
| 1' 8" Deck 1' 8" Sides | | | | |
| 1 8 Sides 1'8" Handrails | | Breaker Box Single Double | | |
| Adjustable Corner Section | | Welding Kit Pigeonhole Stands | | |
| 30 45 60 90 Fixed Corner Section w/ Handrai | | 5/8" Shackle w/ Bolt | | |
| U-Frames U-Frame Pins | | 5/16" Fist Clips | | |
| Guardrail Posts | | 5/8" Choker | | |
| Casters Caster Delta Pins | | Strain Reliefs | | |
| End Frames | | Portafix or Bee Access Rolling Outrigger System: | | |
| End Stirrups | Fı | Front Beam Mid Beam Rear Beam | | |
| Low Profile Walk-Thru Stirrup | Font Do | Font Dolly Rear Dolly Screw Jacks Casters Delta Pins Splice Tubes w/ Pins Counter Weight Bar (Bee) | | |
| Large Walk-Thru Stiπup | | Delta Pins Splice Tubes w/ Pins Counter Weight Bar (Bee) | | |
| Wall Rollers Adjustable Wall Rollers | Ht. Adjust | ers Mast Section / Str | ongback MISC. | |
| Accessories & Work Cages | | Winsafe Alu | minum Outrigger | |
| Material Hoist Bracket Front Beam Sleeve | | Front Beam Mid Beam Rear Beam | | |
| Front Dolly Guide | | Splice Counter Weight Bar Support Stand | | |
| Winsafe Aluminum Work Cage Fold-Up Work Basket | | Davit Base w/ Bracket Return Brackets Mast Rear Brace Horizontal Beam (Short Front) Vertical Member Beam | | |
| Bosun Chair | | Truss Support w/ Ropes | Cable Truss Inner Section | |
| Dosuit Chuir | | ies w/ Mast & Brackets | MISC. | |
| MISC. | MISC. | | | |
| MISC. | MISC. | | | |
| MISC. | MISC. | | | |
| Operating & Maintenance Scaffolding Safety Rules | | | | |
| TIME AND DATE OUT: | | SERVICE OR I | AROR | |
| TIME AND DATE IN: | | DELIVERY CH | | |
| ACTUAL RENTAL PERIOD: | | SALES TAX | | |
| AFTER 28 DAYS DAILY RATE WILL APPLY | | TOTAL DUE | | |
| I acknowledge receipt of the items shown above in good working order and of | condition subject t | | | |

I acknowledge receipt of the items shown above in good working order and condition subject to the general conditions of sale, lease and/or work performed on reverse side and agree to provide liability and physical damage insurance on all rented or leased equipment, and will provide proof of said insurance upon demand

CONTRACTOR WILL SUPPLY OWN SAFETY HARNESSES AND LIFE LINES

| LESSEE |
|--------|
|--------|

SIGNATURE

PRINT NAME & TITLE____

LESSEE SIGNATURE_

GENERAL CONDITIONS OF SALE, LEASE, AND/OR WORK PERFORMED

The conditions here below stated, together with the agreement set forth on the reverse side of this sheet, constitute between the parties therein named a contract covering sales lease and/or work performed.

Liability for injury, disability and death of workman and other persons caused by operation, handling or transportation shall be assumed by the customer and he shall indemnify, hold harmless and Name as Additional Insured to His Inability Policy, The Lessor.

The customer shall also indemnify lessor against all losses, damages, expense and penalties arising from any action on account of damage to property occasioned by the operation, handling or transportation of any equipment.

Any shortage or damage claim of either party shall be made known to the other party within seven (7) days after receipt, or such claim shall be void.

Lessor may pick up equipment in case of default of any nature and are not liable for any damage because of such removal of equipment. The customer agrees to pay all expenses incidental to said removal and to pay an additional 25% as a collection charge in case of any default in payment whereby it becomes necessary for the lessor to place the account in the hands of an attorney for collection. Interest may be charged at the highest legal interest rate on past due accounts.

During the rental or lease period, the lessee shall:

- 1. Not subject the equipment to careless or needlessly rough usage and at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to lessor. The expense of all repair made, including, material parts and other items shall be paid by the customer, ordinary wear and tear excepted.
- 2. Indemnify lessor against at loss and damage to equipment and the appraisal of any such loss or damage shall be based on the equipment values shown by the List of Equipment.
- 3. Grant lessor the right at any time to enter the premises occupied by the equipment for the purpose of inspection, repossession or enforcement of any other rights of lessor.
- 4. Agree that title to the equipment shall at all times vest in lessor unless transferred to the lessee through sale.
- 5. Maintain liability and physical damage insurance on all rented or leased equipment, and provide proof of said insurance to lessor upon demand.
- 6. Not sublet nor assign or transfer any interest in this agreement without written consent of lessor.
- 7. Notify lessor if the equipment, or any portion thereof, is in use for more than eight (8) hours in one day, fifty-six (56) hours in one week, or two hundred forty (240) hours in one month and pay lessor a prorata portion of the applicable rate for the extra use of the equipment.
- 8. WARRANTY: There are no express Warranties unless they appear in writing signed by lessor and lessee and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the lease of this equipment.

All tools and other equipment are used at lessee's risk. We exercise precaution in keeping our equipment in good condition outside of lessors control. Conditions which prevent satisfactory operation of equipment do not relieve lessee of his responsibility for rental charges.

Lessee assumes all responsibility for equipment while out of possession of lessor, and promises to return such equipment to the lessor in as good condition as it was at the effective date of the lease, natural wear from a responsible use accepted. Lessee shall be liable for any loss, theft, damage or destruction of leased property.

All equipment lost or damaged beyond repair will be paid for by the lessee at the regular replacement price and all damaged equipment which may be repaired will be repaired by the lessor on return thereof and the cost for such repairs shall be paid by the lessee. Accrued rental charges can not be applied against the purchase price or cost of repairs of such damaged or lost equipment. All cartage charges must be borne by lessee.

FOLLOW LOCAL CODES, ORDINANCES, AND REGULATIONS pertaining to suspended powered scaffolding.

INSPECT ALL EQUIPMENT BEFORE USING. Never use any equipment that is damaged.

INSPECT EQUIPMENT FOR CONFORMITY with the manufacturers instructions for the installation and safe use of this equipment.

Follow the hoisting machine manufacturer's printed installation, operating and maintenance instructions at all times. Insure that periodic lubrication and other specified maintenance procedures are fully complied with. Never alter, remove or substitute parts or components of the hoisting machine or scaffold.

APPLICABLE TO ALL EQUIPMENT SALES

For good and sufficient consideration, REGIONAL EQUIPMENT SERVICES, INC. has sold and delivered to the customer stated on the contract the following used equipment: (itemized list). Seller warrants his good title and right to sell said items, but it is understood and agreed that all warranties or other legal obligations, express or implied, of or concerning the quality, fitness, merchantability, condition, design, construction, value, safety or capacity of each and all of said items is expressly and wholly excluded. Each of said items is sold "as is and with all faults." This exclusion is essential to the bargain and a primary factor in the consideration thereof.

Buyer further agrees and understands that the foregoing exclusions bar any claim he may ever assert against seller or its agents, employees or assigns, for bodily injury or property damage arising out of said item, whether based on contract, warranty, tort, negligence, "strict liability" or any other legal theory.

CHOICE OF VENUE

The Court of Common Pleas, Cuyahoga County, Ohio shall have exclusive jurisdiction over any and all legal disputes arising from this agreement.