



Quote
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Job Dates:

Quote	EDC-217784
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Customer : Hidalgo County Precint 4 1051 N Doolittle Rd Ediburg, TX Contact : Victor Borrego Phone : Fax : Email : victor.borrego@hidalgo.tx.us	Job Site : Hidalgo County Precinct 4 1051 N Doolittle Rd Ediburg, TX Salesperson : Garcia, Lalo Phone : (956) 279-9240 Fax : Email : lalogarcia@tntcrane.com
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Estimate is valid for 30 Days from Quote Date

Item Description	Quantity	Unit Meas	Rate	Amount
40T AT/TRUCK CRANE AND OPERATOR Estimated hours crane has 3 hours minimum per day	8.00	Hours	\$205.00	\$1,640.00
PICKUP	1.00	Day Rate	\$150.00	\$150.00
RIGGER	8.00	Hours	\$70.00	\$560.00
OVERTIME if needed	0.00	Hours	\$35.00	\$0.00
FUEL SURCHARGE	1.00	Each	8.00%	\$188.00
Estimate				\$2,538.00

Scope of Work

Work as directed to relocate Tank. Customer will suply truck

Comments

Tank Insulation may get damaged , TNT will not be liable for damages

Lift Info

Back from Struct _____	Up _____	In _____	Load Weight _____ 8,000
Radius _____ 30	Boom Length _____	Jib _____	Counter Weight _____
Allowable GBP _____	Misc _____		

ESTIMATE IS VALID FOR 30 DAYS FROM THE QUOTE DATE
 -THE ABOVE "ESTIMATE" IS BASED STRICTLY ON ABOVE QUOTED UNIT PRICING. CUSTOMER SHALL BE RESPONSIBLE FOR THE FINAL AMOUNT INVOICED FOR WORK PERFORMED WHICH MAY EXCEED THE ABOVE ESTIMATE.

- All quotes are portal to portal within our normal operating hours. Overtime rate applies before 7:30 am and after 4:30 pm OR after 8 hours per day and on weekend and/or holidays.
 - Cranes that are requested to be delivered prior to the job start date will be assessed a minimum four (4) hour charge.
 - Cranes that cannot be returned to our yard during legal daylight hours per DOT regulation will be assessed a minimum four (4) hour charge for post- job



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return.

- Customer is responsible for ingress and egress of all TNT Crane & Rigging, Inc. equipment.
- Quotes do not include any applicable federal, state or local taxes - ~~any applicable taxes will be the responsibility of the customer.~~

Customer is a governmental entity and as such is tax exempt.

Items to be supplied by client:

1. Certification(s) for any lifting hardware and lugs, their placement or any welds attached to the item to be lifted.
2. Free and clear access to site for safe assembly, disassembly and operation of all TNT equipment.
3. Ground and road preparation, if required for all on-site movements.
4. All Civil works, if required to provide a level and compacted crane pad sufficient withstand the loadings put down by the crane under load.
5. Suitable laydown area for components during assembly/disassembly.

All elevated work, above six foot, shall be performed and executed in accordance with 29cfr 1926 OSHA Construction Industry Regulations and Standards, more specific subpart M-Fall Protection (1926.500-1926.503)

If any power lines are on, near or adjacent to a job site, a site visit by a TNT representative is required.

The undersigned affirms that s/he is an Authorized Customer Representative and hereby accepts the terms of this Quote on behalf of the named Customer above and agrees that the attached Standard Terms and Conditions shall apply to all work performed by TNT Crane & Rigging, Inc. ("Lessor").

Authorized Customer Representative:

Print Name _____ Signature: _____

Date: _____

Accepted 10/18/2022. hdd

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Terms & Conditions

STANDARD TERMS AND CONDITIONS (TNT_030120)

1. **Effective Date:** These terms and conditions between the named Customer ("Lessee") and TNT Crane & Rigging, Inc. ("Lessor") apply to all work performed by Lessor for Lessee including any work performed pursuant to a quote ("Quote"), or invoice issued pursuant to a purchase order number ("PO#") by Lessor to such Lessee ("Invoice"), shall be and binding on the parties upon "Acceptance" by the Lessee which is defined as the earliest to occur of the following: (i) Delivery (as defined in §3 below); (ii) the issuance of a POR by the Lessee for work to be performed pursuant to a Quote (collectively, "Work"); or (iii) confirmation in writing by the parties of agreement to the terms of the Quote. ~~Unless otherwise amended or mutually agreed to by the parties, this agreement shall be binding with respect to all Work performed for the Lessee for one year from the from the earliest date of execution by an Authorized Customer Representative, or until the Work is completed, whichever is later.~~ Lessee shall be responsible for the acts and/or omission of any third party hired or retained by Lessee with respect to any duties and/or responsibilities of Lessee hereunder that are delegated to any such third party and any liability arising therefrom shall be joint and several as to Lessee and such third party.
2. **Quote Estimate:** Unless otherwise stated, the "Estimate" stated on the Quote ("Estimate"); (i) is only applicable to Work performed by the Lessor branch whose address appears in the Quote; (ii) is subject to availability at the time Acceptance; (iii) does not include applicable sales and use taxes; (iv) is based on weight, load, radius and special rigging specifications provided by Lessee to Lessor; (v) is based on continuous operation with no delays caused by factors outside the control of Lessor; and (vi) is provided without a jobsite inspection and is subject to the Jobsite Conditions set forth in §5. Upon Acceptance, the pricing terms quoted in the Quote shall be final subject to adjustments as outlined in these terms and conditions. For the avoidance of doubt, in the event the final amount invoiced for Work performed exceeds the Estimate, Lessee agrees that its approval of such Work by its signature on confirmatory documentation constitutes its agreement to amend the Quote to the extent thereof and Lessee shall be responsible for the final amount invoiced.
3. **Delivery:** As used herein, "Delivery" is the earliest date on which Lessor (i) takes possession of Lessee's equipment for purposes of performing the Work; (ii) arrives at the Lessee's Job Location ("Jobsite") with its equipment (collectively, "Equipment") which includes crane, rigging, and/or related accessories listed in the Quote) in preparation for the performance of the Work. Lessee acknowledges and agrees that Lessor's possession of Lessee's equipment is solely for the benefit and convenience of Lessee and that between the time when such equipment is delivered to Lessor and until such time the equipment is installed, the equipment shall be held by Lessor at the sole risk and responsibility of Lessee for loss, theft, destruction of such equipment and/or for any damage incurred by Lessee or Lessor arising out of such possession, in whole or in part, whether with or without fault on the part of Lessor. Further, in the event such Lessee equipment is held by Lessor for any period greater than 48 hours, Lessor shall have the right to charge Lessee a storage fee which shall be included as part of the price for the Work.
4. **Payment:** All payments will be due ~~any 30 days after the date of each invoice.~~ All payment shall be paid and delivered to the address designated by Lessor on the face of the Invoice. Past due amounts plus any unpaid interest shall bear interest at 1.5% per month or to the maximum amount allowable under law. *in accordance with the ITGAS prompt payment ACT, TX. Govt. Code Ch. 2251.*
5. **Jobsite Conditions-Ground/Powerlines/Rigging:** Lessee shall provide appropriate Jobsite clearance and access as necessary for Lessor's performance of the Work, including but not limited to, appropriate staging area for crane pre/post rig up/down. Lessee shall be solely responsible for costs and/or damages caused by or arising out of delays to the Work due to inadequate Jobsite conditions. Lessee hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the crane is to be stored, parked or operated. The Lessee shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the crane while in operation or otherwise. If the ground or soil condition is such that it cannot support the crane, the Lessee shall take all necessary measures to ensure that these conditions are remedied prior to the crane being placed on that ground or soil. These measures include, but are not limited to, the provision of proper shoring or cribbing or other measures. Lessee assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Lessee shall not expose the Equipment or any persons in or around such Equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the Equipment being operated in or around such power lines. Lessee shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, Lessee shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Lessee shall be responsible for the insulating of any power lines, the grounding of all Equipment and will be required to use rigging or other Equipment designed to prevent electrocution. Lessee is required to provide any and all rigging to be used with the Equipment. Any chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire, etcetera, loaned to the Lessee by the Lessor for the Lessee's convenience shall be used and accepted by Lessee at its sole risk and responsibility. Lessee assumes responsibility for any defects in any rigging, whether the property of Lessee or otherwise. Lessee assumes the responsibility for damage to any load on hook due to a failure of the rigging. Lessee assumes the responsibility for the method of rigging and agrees that all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401, and are under Lessee's direct supervision and control.
6. **Scope of Work:** The Work to be performed shall be as stated on the Quote unless otherwise mutually amended by the parties. Lessor shall provide Equipment in good working condition, capable of performing to published data, and, when applicable, operating personnel who are competent and experienced in the operation of the Equipment. Lessor shall provide barricade for cranes per OSHA 29 CFR 1926.1424 (a)(2)(i)(ii) or equivalent standard that may be applicable from time to time. If not specified in the Quote, Lessee is solely responsible for rigging the load. Lessee likewise assumes all liability relating to the adequacy of design or the strength of any lifting lug or device embedded in or attached to any object. Lessor makes no express or implied warranty of any kind whatsoever, with respect to such assistance or loaned equipment. In the event of Lessee provided rigging equipment and/or personnel, Lessee shall bear all risk and be responsible for any damage caused by failed rigging or personnel supplied by Lessee, including damage to Lessor's Equipment. Lessee will provide competent personnel, when needed, to direct or flag the operation of Lessor's Equipment, and agrees to use standard crane and derrick hand signals in accordance with the American Standard B 30.2-2011, OSHA 29CFR1926.1427 Crane & Derricks in Construction, and/or the latest ANSI standard for the type of crane in use to direct or flag Lessor's Equipment. Lessee further agrees to provide or otherwise select competent and experienced personnel to direct the operation of the Equipment, in accordance with OSHA 29 CFR 1926.1428 signal person qualifications and Lessee further agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) specifications and that ASME B30.5-2014 (and as amended) shall be used when operating the Equipment, specifically Chapter 5-3 Operation, as well as the OSHA 29 CFR Subpart CC Cranes and Derricks in Construction sections 1926.1400 - 1926.1442). Lessee specifically agrees that the Lessor has absolutely no control over any person operating or assisting in operating, repairing, or maintaining any leased Equipment. Lessor may provide an operator with the Equipment. Lessee may reject this operator; however, if operator is not rejected, the operator is under the Lessee's exclusive direction and control and is Lessee's agent, servant, and employee.
7. **No Reliance on Load Measuring Device:** If any crane has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that the Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such crane. The Lessee further acknowledges and agrees that it is the responsibility of the Lessee to independently determine the weight of every load to be lifted by any crane comprising all or portion of the equipment so as to ensure that any such load measuring device shall be used as an operator-aid only. As well, the Lessee

To the extent allowed by law,

Lessee is a governmental entity and as such, Lessee agrees to carry all insurance coverage required by law in amounts specified by law, including the Texas Tort Act.

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acknowledges and agrees that if it relies in any way whatsoever on any load measuring device that it does so completely at its own risk.

8. INDEMNIFICATION AND STATUTORY EMPLOYER - Please refer to Appendix A for state specific indemnity and statutory employer provisions applicable to the Work.

9. INSURANCE - In addition to the following minimum requirements, if this project is being performed in the Kansas, please reference Kansas K.S.A. 16-121(c); if Louisiana please reference Louisiana LSA-R.S. 9:2780; if New Mexico, please reference New Mexico NM ST § 56-7-1; if Oklahoma, please reference Oklahoma OK ST T. 15 § 221; if Texas, please reference V.A.T.S. INSURANCE CODE §151.104.

The Lessee and Lessor agree that Lessee shall carry the following insurance coverages prior to the Equipment's arrival on the job site and that the insurance purchased shall be in compliance with the above referenced State Statute(s). To the fullest extent permitted by law, the Lessee shall procure the following coverages for Lessor: 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 with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; c) excess/umbrella 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 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, accident, and act of God occurring during the rental term; e) all policies are to be written by insurance companies acceptable to the Lessor; f) the Lessor and all affiliated partnerships, joint ventures, corporations and anyone else who Lessor is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 2010 T001, ISO CG 2037 01 01, CG 2038 01 01, and CG 2034 01 02 must be used as modified to be in compliance with the above referenced State Statute(s) on any CGL and any excess/umbrella policies); Lessee shall name Lessor as a Primary Loss Payee on all insurance policies, and Lessee shall provide all insurance certificates to Lessor when requested; No "Chim Chim" policies are allowed; g) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice in all insured's prior to cancellation; h) all of Lessor's policies, and the policies of anyone Lessor is required to insure are excess over all of Lessor's policies; In the event of loss, proceeds of property damage insurance on the Equipment shall be first made payable to Lessor and before any other payments are made to any other party including the named insured; 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 lease 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 worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies which may occur to or on its insurance). This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee understands that this waiver shall bind its insurers at 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 lease.

10. Force Majeure: The obligations of Lessor under this agreement shall be suspended to the extent that Lessor is hindered or prevented from performing its obligations because of labor disturbances or differences with workmen or employees, including strikes and lockouts or acts of God. Lessor shall not be liable for non-delivery or delay in Delivery or for consequential damage which may arise if such failure is the result of fires, embargo, storms, accidents, delays caused by independent freight companies, federal, state, municipal or other governmental action, statutes, ordinances, regulations, shortages of the Equipment, inability to obtain raw materials, labor, fuel or supplies, or interferences, or any contingency, circumstance or cause whatsoever beyond the control of Lessor. At Lessor's sole option, Lessor shall have the right to either extend time for Delivery or charge Lessee for stand-by cost of the standard T&M or other agreed upon rate.

11. Events of Default: The occurrence of any of the following shall constitute an "event of default" under this agreement: (i) Lessee shall fail to pay any Invoice or other sum due under this agreement, including, without limitation, interest within ten (10) days after such sum is due; (ii) Lessee shall fail to observe or perform any other covenant or agreement contained herein; (iii) Any petition shall be filed by or against Lessor under any section or chapter of the United States Code - Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or Lessee shall become insolvent or make a transfer in fraud of creditors or for the benefit of creditors, or a receiver shall be appointed for Lessee or any of the assets of Lessee; (iv) Any lien attached to or filed against any Equipment leased hereunder or, any of Lessee's assets or any attachment, sequestration or similar proceedings shall be commenced against any of Lessee's assets; or (v) If Lessee fails to keep the Equipment in good repair, safe and efficient working order, or if the Equipment is removed from the location where delivered other than for return to Lessor. Parties may terminate agreement without cause with thirty (30) days written notice.

12. Remedies: Upon the occurrence of an event of default, Lessor shall have the right to exercise any one or more of the following remedies: (i) To declare the entire amount of all sums due under this agreement immediately payable without notice or demand to Lessee; (ii) To terminate this agreement as to any or all items of Equipment or Work and/or take possession of any or all items of Equipment, without demand or notice, wherever the Equipment may be located, without any court order or other process by law; Lessee waives any and all damages caused by such taking of possession provided that any such taking of possession shall not constitute a termination of this agreement as to any or all items of Equipment unless Lessor otherwise notifies in writing; and/or (iii) To sue for and recover all sums due under this agreement and/or pursue any other remedy at law or in equity. Notwithstanding any action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Lessee shall be liable to Lessor for all of Lessee's attorneys' fees and other expenses in connection with exercising any of its rights under this agreement including cost to terminate the Work and any cost incurred in connection with taking possession of the Equipment and repairing and restoring the Equipment to the condition in which it was leased.

13. No Encumbrances: Lessor shall retain title to the Equipment at all times. Lessee shall, at its own cost and expense, protect and defend the title and rights of Lessor to or in the Equipment from and against all claims, liens, charges, encumbrances and legal process, whether imposed, asserted or instituted by creditors of Lessee or otherwise, and Lessee shall promptly take all action necessary, at its own expense, to discharge any claims, liens, charges, encumbrances or legal process.

14. Limitation of Liability: In consideration for Lessor's agreement to enter into this lease agreement, Lessee agrees as a limitation of liability that Lessor, its employees, directors, officers, partners, affiliates, insurers and agents shall not be liable for direct, indirect or consequential loss, however caused, including but not limited to loss of use, loss of revenue and profit or added costs of construction resulting from Lessee's operation or use of the Equipment. Lessor shall not be responsible for direct, indirect or consequential damages arising out of the operation of the Equipment, delay or loss of use of the Equipment for any reason, including but not limited to any act, failure to act or negligence of Lessor or any of its servants, agents or employees, or any theories of strict liability.

15. Choice of Law/Dispute Resolution: The rights, duties and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts or laws or rules which would refer its interpretation to the laws of another jurisdiction. Lessee's option, all claims, disputes and other matters in question arising out of or relating to this agreement, or the breach thereof, may be decided by arbitration, which shall be conducted in accordance with the Crane Industry Arbitration Rules of the American Arbitration Association, then in effect with the following procedure rules otherwise stated by Lessee. All arbitration proceedings will be in Houston, Texas. This agreement to arbitrate shall be specifically enforceable under the Federal Arbitration Act. It is agreed that the Work performed and/or Equipment provided pursuant to this agreement affects and involves interstate commerce. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with the applicable law in the court having jurisdiction thereof. Any legal action against the Lessor arising out of or relating to this agreement, or the breach thereof, shall be commenced within one (1) year from the date of the completion of the Work or the Equipment is rented to Lessee. Venue for any state court action taken against Lessor shall be in Harris County, Texas, and venue for any federal court action taken against Lessor shall be in the Southern District of Texas, Houston Division.

16. Severability/Entire Agreement: If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this agreement shall be construed as if such invalid, illegal or unenforceable provision did not exist. Unless there is an existing and valid master service agreement or other written agreement that has been mutually negotiated, agreed to, and signed by the parties after this Agreement, these terms and conditions shall supersede any and all prior offers, agreements, or understandings and comprises the entire agreement and contract between the parties and there are no understandings, representations, warranties or promises, verbal or otherwise, pertaining to the Work or to the Equipment, which are not incorporated in or attached to this agreement. This agreement is made with the specific understanding that language in any agreements or contracts referring to "Paid if Paid, Retention," or "No Lien Contract" shall be deemed as null and inapplicable.

17. Authorized signatur: Lessee warrants and represents to Lessor that Authorized Customer Representative has the capacity and authority to enter into this agreement on behalf of Lessee.

Appendix A. Indemnification and Statutory Employer (TNT)

1. This indemnity clause applies to projects in ALABAMA and all other states not specifically referenced herein. To the fullest extent permitted by law, Lessee agrees to indemnify, defend 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 directly, indirectly, or in any manner out of Lessee's work. 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, 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 obligations hereunder 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 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. Furthermore, as part of Lessee's additional obligations hereunder, Lessee 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 for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

2. This indemnity clause applies to projects in ARKANSAS, ARIZONA, INDIANA, MICHIGAN, SOUTH DAKOTA AND WISCONSIN - To the fullest extent permitted by law, Lessee agrees to indemnify, defend 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, 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 any claim caused by or resulting from the sole negligence or willful misconduct of the Lessor, the Lessor's agents, servants, or independent contractors who are directly responsible to the Lessor. 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 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. Furthermore, as part of Lessee's additional obligations hereunder, Lessee 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 for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or

To the extent allowed by Law,

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Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

3. This indemnity clause applies to projects in ILLINOIS, IOWA, KANSAS, MINNESOTA, MISSISSIPPI, MISSOURI, NEBRASKA, AND NORTH DAKOTA - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of 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 costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor for Lessor's own negligence. 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 worker's 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. Furthermore, as part of Lessee's additional obligations hereunder, Lessee 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 for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

4. This indemnity clause applies to projects in LOUISIANA - (FOR ALL 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. 9:2780.1) - To the fullest extent permitted by law under LSA-R.S. 9:2780.1, Lessee agrees to indemnify, defend and save Lessor, its employees and agents, and third parties 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, 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, 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 worker's 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, except that where it is evident the Lessee has recovered the cost of required insurance in the contract price, the Lessee's liability shall be limited to the amount of the proceeds that were payable under the insurance policies Lessee was required to obtain. 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 Lessee's additional obligations hereunder, Lessee 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 for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

INDEMNIFICATION (FOR ALL CONTRACTS RELATED TO WELLS FOR OIL, GAS, OR WATER, OR DRILLING FOR MINERALS PURSUANT TO LSA-R.S. 9:2780) - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the equipment, arising in any manner out of Lessee's 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, 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 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 worker's 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 this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

5. This indemnity clause applies to projects in NEW MEXICO - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of 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 costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to NM ST § 56-1, 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 officers, employees or agents. 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 worker's 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. Furthermore, as part of Lessee's additional obligations hereunder, Lessee 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 for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

6. This indemnity clause applies to projects in OKLAHOMA - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of 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 costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to OK ST § 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. 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 worker's 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. Furthermore, as part of Lessee's additional obligations hereunder, Lessee 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 for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

7. This indemnity clause applies to projects in TEXAS - (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL) - TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE AGREES TO PARTIALLY INDEMNIFY, DEFEND 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, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO V.A.T.S. INSURANCE CODE §151.10 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 WORKER'S 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. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.

MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.007) - TO THE FULLEST EXTENT PERMITTED BY LAW, Lessor and Lessee agree to indemnify AND DEFEND 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.

8. statutory employer: With respect to work performed in Louisiana, pursuant to and in accordance with Louisiana Worker's Compensation Act, La. R.S. 23:1021, et seq., including but not limited to R.S. 23:1061, Lessor and Lessee agree that a statutory relationship exists between Lessor and Lessee's employees and Owner and Lessor's employees. Lessor and Lessee agree that all work performed by Lessor and its employees is part of Owner's and Lessee's trade, business or occupation and is an integral part of and is essential to the ability of Owner and Lessee to generate the Owner's and Lessee's goods, products and services. Lessor and Lessee agree that Owner and Lessee are principal and statutory employers of Lessor's employees. The above notwithstanding, Lessor shall remain solely and primarily responsible and liable for the payment of Louisiana worker's compensation benefits and insurance premiums to and for its employees and shall not be entitled to any contribution or indemnity for any such payments from Owner or Lessee.

Nothing in this Agreement/Application is intended to, and County does NOT hereby waive, release or relinquish any right to assert any of the defenses County enjoys, by virtue of the State or Federal Constitution, laws, rules or regulations, and any sovereign official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

Accepted 10/18/2022. hdd