



TERMS AND CONDITIONS OF CONTRACT

1. Concrete Pump Partners, LLC ("CPP") provides certain pumping equipment (Equipment) and operating personnel and related services to the applicable customer or contractor ("Customer"), subject to the following terms and conditions:
2. ENTIRE AGREEMENT. This document shall (i) constitute the entire agreement of the parties and supersedes all other written or oral agreements or understanding and (ii) be governed and construed in accordance with the laws of the state wherein the work was performed. The rental period shall commence upon either (iii) the performance of CPP's obligations or (iv) the signed acceptance of this invoice by the Customer's representative and shall terminate upon full performance and observance by both CPP and Customer.
3. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CPP AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES AND AGENTS (THE "INDEMNITEES") FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, SUITS, DEMAND INVESTIGATIONS, OBLIGATIONS, JUDGMENTS, LOSSES, COSTS, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH ARE INCURRED BY, ACCRUED, ASSERTED, MADE OR BROUGHT AGAINST, OR RECOVERABLE FROM ANY OF THE INDEMNITEES ARISING FROM OR OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THE CUSTOMER'S ACCEPTANCE, POSSESSION, TRANSPORT, USE, OPERATION, CONTROL OF THE EQUIPMENT, OR RETURN OF THE EQUIPMENT WHETHER OR NOT THE SAME ARISES FROM DAMAGE TO PROPERTY (REAL OR PERSONAL), INJURY OR DEATH TO PERSONS (INCLUDING BUT NOT LIMITED TO CUSTOMER'S EMPLOYEES, AGENTS AND REPRESENTATIVES), FAILURE TO COMPLY WITH APPLICABLE LAWS, REGULATIONS OR ORDINANCES, THE EQUIPMENT CONDITION, THE LOSS OF USE OR SEIZURE OF THE EQUIPMENT, OR OTHERWISE OR ANY OTHER ACTION OR FAILURE TO ACT BY THE CUSTOMER, THEIR AGENTS, CONTRACTORS, AFFILIATES, OR EMPLOYEES; AND/OR) ANY CLAIMS OF THIRD PARTIES AGAINST CUSTOMER, THEIR AGENTS, CONTRACTORS, AFFILIATES. CUSTOMER EXPRESSLY AGREES TO WAIVE ANY WORKERS' COMPENSATION IMMUNITY IT MAY OTHERWISE HAVE. CUSTOMER'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS LEASE. IN JURISDICTIONS IN WHICH THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION IS BROADER THAN THAT ALLOWED BY APPLICABLE LAW, THIS SECTION SHOULD BE INTERPRETED AS PROVIDING THE BROADEST INDEMNIFICATION PERMITTED AND SHOULD BE LIMITED ONLY TO THE EXTENT NECESSARY TO COMPLY WITH SAID LAW. THIS INDEMNIFICATION PROVISION DOES NOT NEGATE, ABRIDGE OR REDUCE ANY OTHER RIGHTS.
4. INSURANCE. The Customer agrees to provide the following insurance coverages prior to the Equipment's arrival on the job site. The Customer shall provide the following coverages for CPP's protection: a) worker's compensation and employer's liability insurance applicable to Customer's employees, with limits of at least the statutory minimum or \$1,000,000, whichever is greater b) primary non-contributory commercial general liability (CGL) insurance and auto liability insurance (Auto), 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 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 noncontributory to all of CPP's insurance policies and CPP's policies are excess to Customer'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, overturn, accident, and acts of God occurring during the rental term; e) all policies are to be written by insurance companies acceptable to CPP; f) CPP and all affiliated partnerships, joint ventures, corporations and anyone else who CPP is required to name as an additional insured, are to be, included as additionally insured on all liability insurance policies, including excess/umbrella policies. ISO Forms CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, and CG 20 34 03 97 must be used for the purpose of so including CPP and the foregoing affiliated parties as additional insureds. Customer shall name CPP as a Loss Payee on all insurance policies. Customer shall provide all insurance certificates and/or insurance policies to CPP when requested. g) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insureds prior to cancellation; h) all of CPP's policies, and the policies of anyone CPP is required to insure, are excess over all of Customer's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to CPP. Customer's agreements to indemnify and hold CPP harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions, and the providing 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 lease without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the CPP'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 lease.

5. **RELEASE.** Customer hereby releases CPP from and waives any and all claims and rights against CPP arising out of or related in any way to any damage to property including any materials supplied including concrete mix or other products or to be supplied by CPP or any Customer for incorporation into the real estate or property at the Project. Customer understands and agrees that CPP is not supplying any mix that will be incorporated into the real estate or property at the project. This release and waiver include any environmental contamination of such property, arising out of or occurring in connection with the supplying of the equipment in this agreement. CPP shall not be liable to Customer for loss of anticipated profits or for any special, indirect, punitive, or consequential damages resulting from or arising out of, or occurring in connection with this Agreement, any Service Order, and/or performance under this Agreement, however same may be caused.
6. **HOSE WHIPPING.** The Customer shall indemnify and hold harmless the CPP and all its agents and employees from and against all claims, damages, losses, expenses, including attorneys' fees, arising out of or resulting from the actions caused by concrete hose whipping. Customer understands and acknowledges that pumping of concrete can result in hose whipping, and Customer fully assumes this risk. ii. **OPERATION OF EQUIPMENT** -- It is expressly agreed by and between the parties hereto that the Equipment and all persons operating Equipment are under the exclusive jurisdiction, supervision and control of Customer under this agreement. It shall be the duty of Customer to give specific instructions and directions to all persons operating the Equipment. Customer agrees to provide or otherwise select competent and experienced personnel to direct the operation of the Equipment, and further agrees that the standard of care and responsibilities will be in accordance with all National Standards and American National Standards Institute (ANSI) specifications and that ASME B30.27-2019 (and as amended) shall be used when operating the Equipment. Customer warrants that it will operate equipment in accordance with the manufacturer's instructions. Customer specifically agrees that the CPP has absolutely no control over any person operating or assisting in operating the Equipment. This agreement shall be interpreted according to the laws of the CPP's location stated on the front page. Customer agrees that it will be



obligated to reimburse CPP for any expenses CPP incurs to repair or replace the Equipment because of damage to the Equipment caused by exposure to or contact with fire and/or chemicals at Customer's job site.

7. CUSTOMER'S JOB SITE RESPONSIBILITIES. Customer shall be responsible for the following: (a) providing a pumpable concrete mix, Customer shall indemnify CPP and hold CPP harmless from and against all claims, losses, liabilities, damages, and expenses, including, without limitation, attorneys' fees, which may arise from (i) improperly batched, mixed, or delivered concrete or poorly graded materials which prohibit the concrete pumps from placing concrete in an acceptable manner, and (ii) any ad-mixtures which are detrimental to the proper pumping of concrete supplied. CPP is not responsible for the condition or mix of the concrete or the suitability or fitness of the concrete for this job or for any particular purpose of Customer; (b) Customer shall provide reasonable scheduling of concrete delivery, labor force for set up of system, handling of pumping system while placing grout for priming system; (c) a suitable place for on-site cleanup of system and pump and equipment wash-down; (d) safe and reasonable access to and egress from the job site; (e) labor for erection, dismantling, and cleanup of placement system, if applicable; hoisting of lines above ground level, labor to set-up and clean up system are the responsibilities of Customer; (f) securing any necessary permits, easements, or licenses which may be required by state or local agencies for the performance of the concrete pumping service provided by CPP; (g) Customer assumes all responsibility for the removal of pump from job site if tow trucks, wreckers' trucks, or etc. are required due to weather, road, or job site conditions; (h) it is the Customer's responsibility to notify in advance a change of schedule to CPP.
8. GROUND CONDITIONS. The Customer hereby agrees that Customer will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked or operated. The Customer 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 Equipment while in operation or otherwise. Specifically, the Customer agrees to observe and at all times comply with the required ground bearing pressure for the Equipment specified by the Equipment manufacturer and/or set forth on the first page of this lease agreement.
9. ACCESS. Since Concrete Pumps and related equipment are heavier than some surfaces will support, CPP accepts no liability for damage to parking lots, road surfaces, underground utilities and all other surfaces the equipment may have to travel on.
10. DELAYS STOPPAGES AND BACKCHARGES. (A) No back charges shall be charged against CPP for delays or stoppage which result from (a) breach of Responsibilities of Customer, above set forth; (b) unpumpable mixes; (c) mechanical breakdown or failure of pumping Equipment that is caused by difficult or un-pumpable mixes; (d) for the first (1) one hour of any other mechanical breakdown or failure of the pumping Equipment; (e) late arrival for a scheduled afternoon pour; (f) damage to asphalt; (g) strikes, lockouts, acts of God, adverse weather or other causes beyond the reasonable control of CPP; (h) damage to property beyond curb line, or (i) loss of concrete resulting from addition of water.
11. As a condition of these rental rates, Concrete Pump Partners will not accept back charges resulting from any unforeseeable mechanical failure. In no event will Concrete Pump Partners consider a back charge exceeding \$3,000.00 per occurrence. The Contractor agrees that before incurring any back charge, Concrete Pump Partners will be allowed a 2-hour recovery period in the event of a mechanical failure. A backup pump is recommended for large pours requiring a high-speed pour rate or using high early or high-strength concrete where a backup pour system is not available. If no backup pump is ordered, no back charges will be accepted as a result of equipment failure.



12. **NOTICE AND WAIVER.** Back charges and claims for damages resulting from delay due to the fault of CPP shall be deemed waived by Customer unless claim is made in writing to CPP within a seven (7) day period from the beginning of the delay.
13. **TERMS OF PAYMENT.** Unless specifically stated otherwise in a bid sheet or other contract that is specific to the job in question that is signed by both Customer and CPP, Customer shall pay CPP all rental payments within Net 30 day terms as listed on each invoice from the date work was performed. All sums not paid when due shall bear interest at the rate the greater of (i) highest rate permitted by law or (ii) 1.5% per month from the date until paid plus all costs of collection including reasonable attorneys' fees shall be paid by Customer. There is a 3% processing fee on all credit card payments. CPP at its option may require Customer to make payments in advance.
14. **LIMITATION OF WARRANTIES.** Customer acknowledges that the equipment is of size, design, capacity, and manufacturer selected by Customer. CPP has not made, and does not make, any representation, warranty, or covenant express or implied with respect to condition quality durability or suitability of the equipment. CPP makes no representations or warranty of any kind that the equipment is or shall be fit or suitable for any specific purpose or purposes of Customer. This document is a complete and exclusive statement of all the terms of this agreement and includes all the representations of the parties. CPP makes no other express or implied warranties respecting the equipment nor shall this contract be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade. CPP is not the manufacturer of the equipment nor the manufacturer's agent for any purpose. CPP shall not be liable to Customer for any liability loss or damage caused or alleged to be caused, directly or indirectly by the Equipment.
15. **AUTHORIZED SIGNATURE.** In the event this agreement has been executed by an individual on behalf of a corporation or other business entity, the person(s) whose signature is affixed hereto and the party for which those individual(s) have signed this agreement represent to CPP that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

Customer

Signature

Name

Title

Date

Concrete Pump Partners, LLC (CPP)

Signature

Name

Title

Date