



# CRANE MATS UNLIMITED LLC - Lease Agreement.

This AGREEMENT is executed on \_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Lessor) (Lessee)

THE PARTIES for the consideration hereinafter stated agree as follows: Lessee hereby leases from Lessor the Mats described below at the agreed value and at rental rates stated below. THE GENERAL CONDITIONS AS SHOWN HEREIN ALONG WITH REFERENCED EXHIBITS ARE INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

## 1. MATS DESCRIPTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. RENTAL RATE \_\_\_\_\_  
Rental Period: Minimum Term \_\_\_\_\_ Commencing \_\_\_\_\_

3. PROJECT NAME AND LOCATION \_\_\_\_\_  
Billing Address \_\_\_\_\_ Job Site Phone \_\_\_\_\_

4. DELIVERY AND RETURN CHARGES \_\_\_\_\_  
\_\_\_\_\_

5. INSURANCE CERTIFICATES: Prior to the use of the above listed mats Lessee shall furnish certificates of insurance evidencing coverage for lessor for general liability and all risk physical damage. This coverage and certificate shall be in accordance with Paragraph 14 of GENERAL CONDITIONS of this lease on reverse side.

IN WITNESS WHEREOF, Lessor and Lessee have executed this  
Name and address of Lessor

Agreement the day and year first above written:  
Name and address of Lessee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

## GENERAL CONDITIONS OF LEASE

The conditions of lease here below stated together with this Agreement set forth on this and the reverse side of this sheet constitute between the parties herein named a contract which is hereafter referred to as this agreement.

6. RENTAL PERIOD: The Rental Period includes all time transporting the Mats and shall begin when the Mats are loaded out and ready for shipment and shall end when the Mats are returned to Lessor's point of origin or equivalent Lessor's designated receiving point. Should Lessee retain the Mats beyond the minimum term, the term shall be extended at the respective pro rata rates provided notice of a minimum of the (10) days prior to expiration of the minimum term is provided to the Lessor. After expiration of minimum term, Lessee will provide a minimum of the (10) days written notification of intent to return Mats to Lessor.
7. RENTAL CHARGES: The Lessee shall pay all rentals incurred for the rental minimum period on each mat leased at the rate stipulated without deduction for project downtime, or for surrender of the Mats prior to the expiration of the minimum term, or for any reason, except as authorized by Lessor in writing.
8. PAYMENT: Lessee shall pay all rentals or other charges to Lessor at the address designated herein or at such other place as Lessor may designate in writing. Payment shall be in U.S. funds unless the parties agree otherwise in writing. Partial payments and other charges invoiced as a consequence of this lease agreement are due within ten (10) days of invoice date. Past due amounts plus any unpaid interest shall bear interest 1.5% per month or maximum provided by law. Payment of this interest shall not waive the Lessor's right to terminate this agreement.
9. TRANSPORTATION: Lessee agrees to be responsible for all transportation costs, including but not limited to, loading and unloading costs, storage, carriage, towage, and salvage and demurrage costs. Lessee accepts responsibility for all damage or loss, direct or indirect and consequential, however caused, while in transit and during the entire period of the lease. Lessee shall furnish timely instructions for shipment to the place of use specified herein and provide free and clear unimpeded access over all haul routes and to and from all work areas. Lessor shall not be held responsible for any costs or delays resulting from Lessor's failure to timely deliver mats due to reasons beyond Lessor's control.
10. RETURN OF MATS: Lessee agrees to return the Mats to Lessor at Lessor's designated receiving point of origin unencumbered and in the same condition as when received by Lessee, excepting reasonable wear and tear resulting from normal and proper use.
11. USE OF MATS: In absence of Lessor's to do otherwise, Lessee shall use the Mats only in the conduct of its business and at the places of anticipated use specified in Paragraph four (4) . At no time shall the Mats be subjected to improper, careless or needlessly adverse use or to any usage in violation of any statute, rule, regulation or order of any government or other entity having jurisdiction over the place of use or while in transit. Lessee agrees (a) to use the Mats in accordance with their safety inspection and their own engineer's requirements for a safe lifting environment. **Crane Mats Unlimited can not be responsible for Lessee's inspection and determination of suitability of mats for project use.**
12. DAMAGE TO MATS AND/OR INJURY TO PERSONS: Lessee shall pay Lessor for any loss or damage to the Mats however caused during rental period. If Mats are damaged or made unusable in any way other than as a result of normal operating wear or a personal injury is sustained, the Lessee shall notify Lessor within 24 hours of its occurrence, specifying the extent and nature of the damage or injury.
13. INDEMNIFICATION: Lessee agrees that the Mats and all persons supervising use of the Mats, using, having access to whether authorized or unauthorized, including Lessor's and Lessee's employees, are under Lessee's exclusive jurisdiction, supervision, and control and agrees to defend, indemnify and hold harmless Lessor its employees and agents from all claims, including but not limited to claims based on negligence, strict liability, product liability (whether arising out of alleged defects in design, defects in construction or inadequate warnings) or pollution, for death or injury to persons, including Lessor's and Lessee's employees, and from all loss, damage or injury to property, including the Mats, arising in any manner out of Lessee's possession of Mats. Lessee's obligation hereunder shall not be limited by any industrial or workmen's compensation act. *This waiver is the result of direct negotiations between the parties.* If a state other than the state of Nevada has at least a reasonable relation to or connection with the subject matter of this Agreement, and if the state's law allows indemnification for amounts attributable to the fault of the indemnitee or third parties, then that state's law allows indemnification for amounts attributable to the fault of the indemnitee or third parties. Then that state's law shall apply to enforcement of this paragraph. Lessee's duty to indemnify hereunder is without limitation, condition or exclusion and shall include all costs or expenses arising out of all claims specified herein, including but not limited to all court and/or arbitration costs, filing fees, attorney fees and costs of settlement.
14. INSURANCE: Lessee shall provide and maintain Commercial General Liability insurance and other insurance necessary (including blanket contractual liability insurance) to protect the Lessor and its affiliates continuously during the life of this Agreement from any and all claims for bodily injury death, or property damage (including loss of use thereof) made or arising out of the operation, handling or transportation of the Mats leased under this Agreement with limits of liability not less than \$1,000,000.00 combined single limit per occurrence and general aggregate. The latter to be provided on a per location or per job site basis. Such insurance shall be endorsed, without limitation, condition or exclusion to include the Lessor as an additional insured, consistent with sample Certificate or Insurance provided.
15. LIMITS 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 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 use of the Mats. Lessor shall not be responsible for direct, indirect or consequential damages arising out of the use of the Mats, delay or loss of use of the Mats 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.
16. TAXES: All state or local taxes including, but not limited to sales, use and property taxes, whether taxable to Lessor or Lessee, incurred as a consequence of this agreement or arising out of Lessee's use, possession, or location of the Mats identified herein, including any interest and penalties assessed shall be paid for by Lessee. If Lessor is caused to advance payment then Lessee shall reimburse Lessor for any costs, expenses or penalties resulting from lessee's failure to pay.
17. FORM OF AGREEMENT: This document is a complete and exclusive statement of all the terms of this lease and includes all the representations of the parties. Lessee represents that it has not relied upon any previous representations by anyone as an inducement to enter into this lease. Lessor may withhold delivery of the Mats until this Agreement has been properly executed by all parties; however, acceptance of delivery of the equipment and its use by Lessee shall constitute acceptance of all of its terms and conditions. This agreement may only be modified in writing signed by the parties.