



Anderson Crane & Bridge Technologies

7703 Park Place Road
 York, SC 29745, US
 8033668195
 brittany@inspectabridge.com



Location: Anderson Crane & Bridge Technologies
 Rental Out: 11/1/2023 8:00:00 AM
 EST Rental In: 11/28/2023 5:00:00 PM

RENTED TO	CONTACT	JOB SITE
Baldwin County Highway Department 22070 Highway 59 Robertsdale, AL 36567 (251) 525-0346 msharp@baldwincountyal.gov Purchase Order# 20239655	Name: Todd Reed Phone: (251) 300-9686 Ext: Email: todd.reed@baldwincountyal.gov Driver License:	Job #: 251-300-9686 Todd Reed 203 DICKMAN ROAD BAY MINETTE, AL 36507 Delivery Zone: 36507

Rental Items Delivery Notes: AM delivery

Item No	Description	Quantity	EST Return Date	Estimated Amount
6471	HP35 Trailer Mounted Hydra Platform Serial#: 1H9US3332HS196471 \$1,400.00/Daily; \$4,600.00/Weekly; \$12,100.00/Monthly;	1	EST ReturnDate 11/28/2023 5:00:00 PM	\$12,100.00

Product & Services

Description	Quantity	Price	Total Amount
Freight In (Miles) - Note: York, SC to Bay Minette, AL	521.00	\$5.00	\$2,605.00
Freight Out (Miles) - Note: Bay Minette, AL to York, SC	521.00	\$5.00	\$2,605.00

Total Rental: \$12,100.00
 Total Services: \$5,210.00
 SubTotal: \$17,310.00
 Use/Sales Tax: \$0.00
 Total: \$17,310.00 (USD)

***ALL RENTALS AND FREIGHT FEES ARE SUBJECT TO ALL APPLICABLE TAXES.**

TAXES WILL BE ADDED AT THE TIME OF INVOICING.

EQUIPMENT RENTAL AGREEMENT

Operator Provided or Not Provided

This Rental Agreement ("Agreement") is entered into between Anderson Crane & Bridge Technologies, Inc. (hereinafter referred to as "Dealer") and the party that enters into this Agreement (hereinafter referred to as "Renter") as of the date noted at the end of the Agreement. The Dealer and Renter may each referred to as Party or collectively "Parties." The words "Buyer," "You," and "Yours" mean the Renter. "We" and "Our" refer to Dealer and shall include any operator(s) of the equipment, if provided by the Dealer and other additional products, parts, services as described herein (collectively referred to "Equipment"). In consideration of the terms and conditions contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. RENTAL CHARGES** commence on scheduled Date Rental Out shown herein, which is when the equipment is delivered to



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the jobsite or Equipment is picked up at Dealer's Location and charges end upon the Date Rental In, unless that return date for equipment is extended as agreed upon in writing by both parties and subject to the increased costs related to that extension. Dealer may terminate rental at any time for any reason. Renter agrees to pay all Rental Charges and Additional Products, Parts, Services, and Freight Costs as set forth as well as any additional charges incurred due to damage, misuse, or additional mileage/hours incurred. A Weekly rental rate will apply on the 4th day of rental and a Monthly rental rate will apply after 3 weeks of rental. Dealer accepts Visa, MasterCard and American Express. There is a \$25,000.00 limit on all credit card transactions and all credit card transactions are subject to a surcharge fee. In the event a check is returned due to insufficient funds, a service charge of \$36 will be assessed to the Renter. SEE INVOICE FOR PAYMENT TERMS.

2. ADDITIONAL RENTAL TIME AND OTHER CHARGES as described herein is to be paid under the same terms until the completion of the rental period. Rental extensions are subject to Equipment availability and are only available with written notice and acceptance of Dealer and is subject to the same rental terms and conditions set forth herein. RENTER AGREES TO PAY A LATE PAYMENT PENALTY AT THE RATE OF FIVE PERCENT (5%) EACH MONTH ON ANY BALANCE REMAINING AFTER THE DUE DATE UNTIL PAID IN FULL.

3. RENTAL RESERVATIONS. In the event that Renter has reserved Equipment in advance for a period of time but chooses not to use the Equipment for the entire period of time, Renter will be required to pay at a minimum one- half of the Rental Charges calculated for the reserved period of time, or the actual weeks or portions thereof Renter uses the Equipment more than one-half of the reserved period of time. Renter is required to notify Dealer at least one week before the last day the Equipment is needed to facilitate the delivery/pickup of the Equipment back to Dealer in order to receive any credit due on the full rental price.

4. REQUIREMENTS FOR TRUCK-MOUNTED UNIT RENTAL WITHOUT AN OPERATOR PROVIDED BY DEALER. In the event that Renter has chosen not to use Dealer's operator with its rental of the equipment, Renter is required to comply with the following:

- a. Complete CDL Operator Information Form, attached hereto as Exhibit A. Until this information is provided, and the operator is approved by Dealer, this Agreement is not effective. It is understood and agreed that only the operator listed in Exhibit A is approved by Dealer to operate the Equipment. Renter may not substitute other operators; in the event that it is necessary for Renter to use another operator, Renter must follow the same procedure for operator approval set forth here.
b. Operator must have received ANSI-required training pursuant to ANSI standards
c. Renter is responsible for any damage to the Equipment during the time the vehicle is being driven and/or operated to a worksite by its approved Operator in addition to that set forth in paragraph 7 herein.
d. Renter waives any claims of subrogation regarding any matter arising out of the operation of Equipment by the Operator in addition to the Waiver of Subrogation set forth in Paragraph 14 herein.
e. Under no circumstances is the Renter allowed to drive a truck-mounted rental unit without the completion of the above (a) through (d).

INITIAL HERE: _____

5. TAXES. Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay taxes whether said taxes appear on the invoice for this rental or whether said taxes are later claimed by any governmental taxing authority. In the event of a claim by any government authority for taxes arising out of this transaction, Renter agrees to pay to Dealer said taxes upon demand.

6. SALES & USE TAX. Renter agrees to be responsible for any Sales & Use tax imposed by the state, county, local, city, or other municipality of destination.

7. CONDITIONS OF HIRING. INSPECTION PRIVILEGE. PLATFORM DAMAGE AND WAIVER OF DEFECTS. Renter accepts and hires the Equipment on an "as is" basis. Renter will have an opportunity to examine the Equipment upon delivery and shall acknowledge in writing receipt in good working condition prior to the use of the Equipment and that Renter fully understands the proper operation and use of Equipment. Renter agrees to return the Equipment to Dealer upon the end of the rental in as good condition as when received by Renter, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (eight hours a day, five days a week) basis. Renter must cover/ protect the Equipment when using epoxies, resins, concrete or any materials that could damage the Equipment and/or chassis. Renter will be responsible for any damage to the equipment, other than normal wear and tear, including but not limited to a labor rate of \$150.00 per hour to repair, clean or remove the aforementioned (or other) materials, repainting the Equipment or otherwise restore the Equipment to pre-rental condition.

8. DISCLAIMER OF WARRANTIES. DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENTS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided Dealer is notified immediately in writing and the Equipment is made available for immediate pick up. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including accidental, special consequential damages, in any way connected



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with the operation, use, defect in or failure of the Equipment, *nor is Dealer responsible for determination of appropriateness of the Equipment for intended use.*

9. EQUIPMENT BECOMES UNSAFE OR IN DESREPAIR. Renter will immediately discontinue use of the Equipment should it at any time, following the execution of the Agreement or any subsequent agreement, becomes unsafe or in a state of disrepair. Furthermore, Renter will immediately notify Dealer in writing that the Equipment is unsafe or in disrepair and, until Dealer has regained possession, Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from and prohibit the use of the Equipment.

10. ADDITIONAL CHARGES FOR REPAIRS AND TRAVEL. In the event, it is necessary for Dealer to travel to a job site to repair the Equipment rented, due to abuse or operation error, there will be additional charges for the travel to the job site of Eighty-Five and 00/100 Dollars (\$85.00) per hour of travel time and One Hundred Seventy-Five and 00/100 Dollars (\$175.00) per hour for labor, as well as travel expenses including but not limited to hotel rental car, air fare, and meals. These charges will be immediately billed to Renter and should be paid immediately on receipt of the invoice.

11. COMPLIANCE WITH LAWS. Under the direction of Renter, Renter agrees at Renter's expense, to comply with all municipal, county, state, and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA), which may regulate and control the use of the Equipment while in the possession of and used by Renter. Renter shall not permit any person who is not fully trained and qualified to use Equipment. In the case Dealer provides an Operator to control the Equipment, Renter is also responsible for providing necessary information to the Operator for compliance regarding such rules, laws, and/or regulations which may affect the use of the Equipment.

12. RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT. Renter shall not abuse, harm, or misuse the Equipment. Renter shall not permit any repairs to be made or allow a lien to be placed upon the Equipment without the Dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of the Equipment, Renter also agrees to notify Dealer in writing immediately of any such accident, casualty or property damage incurred. Renter further agrees to accept all responsibility therefore and shall hold Dealer harmless from any claims or action arising therefrom. Renter shall furnish Dealer with a complete report of any accident involving said destruction of any part of the Equipment, or loss of possession thereof, Renter shall pay Dealer the actual replacement cost thereof, and in addition Dealer's loss of use of said Equipment.

13. IDEMNIFICATION OF DEALER BY RENTER. The hiring and use of the Equipment, performed by Renter, with or without an Operator, shall be at the risk of Renter exclusively. To the fullest extent permitted by law, Renter shall indemnify, defend (at Renter's sole expense) and hold harmless Dealer, its predecessors, successors, affiliated companies, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death, property damage, demands, consequential damages, causes of action, suits, losses, judgments, obligations and liabilities, costs, and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise from the operation or use of, or are in any way connected with the Equipment provided, additional products, parts, or services provided by the Dealer, or any parts or services used by Renter or its agents. Renter recognizes the Operator provided by Dealer is an agent of Dealer and Operator is subject to the control of Dealer during employment. Dealer accepts responsibility for the actions of its Operator, unless such action by Operator is directed and ordered by Renter, when working within the Renter's work site. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Renter, its employees, or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not, said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Renter shall not be obligated to indemnify and defend Dealer for claims found to be caused by any acts or omissions, negligence or willful misconduct of Indemnified Parties. Renter's indemnification and defense obligations hereunder shall extend to claims occurring while the rental agreement is in force and after it is terminated and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

14. INSURANCE REQUIREMENTS - CERTIFICATE OF INSURANCE REQUIREMENTS - Upon execution of this Agreement, and prior to the Renter's commencement of rental and delivery, the Renter shall carry insurance in the following limits, naming the Dealer as Additional Insured thereunder. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form excluding or limiting coverage for occurrences, losses or claims arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All of Renter's insurance carriers must maintain an A. M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured



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whether or not a claim is in litigation. The insurance coverage required under this contract shall be of sufficient type, scope, and duration to ensure coverage for the Renter and Dealer for liability related to any manifestation date within the applicable term of this agreement. Additionally, and prior to commencement of rental and delivery, the Renter shall provide the Dealer with a Certificate of Insurance showing liability insurance coverage for the Renter and any employees, agents, Subcontractors or Sub-Subcontractors of the Subcontractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Dealer.

General Liability - Limits are at least:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate (subject to a Per Project General Aggregate provision applicable to the Project)

\$2,000,000 Products and Completed Operations

\$1,000,000 Personal and Advertising Injury limits

Additional Insured Endorsement

The Certificate of Insurance must include an attached copy of the Additional Insured Endorsement to the General Liability on the combination of ISO forms *CG2010 (07/04)*, *CG2037 (07/04)*, *CG 2028 (07/04)* and *CG 2034 (03/97)* (or substitute forms providing equivalent coverage) naming Anderson Crane and Bridge Technologies, Inc. as Additional Insured. Additional Insured coverage must specify that it applies as primary, non-contributory insurance with respect to any other insurance afforded to Anderson Crane and Bridge Technologies, Inc. Additional insured coverage shall apply as primary, non-contributory insurance with respect to any other insurance afforded to Dealer.

Waiver of Subrogation endorsement in favor of Anderson Crane & Bridge Technologies, Inc.

30 Day Written Notice of Cancellation Endorsement

Each Certificate of Insurance shall provide that the insurer must give the Dealer at least 30 days' prior written notice of cancellation and termination of the Dealer's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Renter shall supply the Dealer with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Dealer as set forth above.

Workers' Compensation and Employers' Liability Insurance are at least:

Statutory Coverage as required by law for the state where the Equipment is operated

Waiver of Subrogation Endorsement in favor of Anderson Crane & Bridge Technologies, Inc.

Certificate Holder /Additional Insured must be in the name of:

Anderson Crane & Bridge Technologies, Inc., 7703 Park Place Road, York, SC 29745.

15. TITLE. Title to the Equipment is and shall remain in possession of Dealer. If the Equipment is levied upon for any reason whatsoever, Dealer may retake the Equipment without notice or legal process to Renter and may take all action reasonably



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necessary to do so.

16. INSTRUCTION. The paragraph headings used herein are for convenience only and are not to be used construing the meaning or intent of any of the terms or provisions of this rental agreement.

17. JURISDICTION. Renter agrees that for any dispute arising out of this rental agreement, sole and exclusive venue and jurisdiction are proper in the State of Alabama, County of Baldwin.

18. WAIVER OF JURY TRIAL. To the fullest extent permitted by applicable law, Renter hereby knowingly, intelligently and expressly waives demand, protest, notice of protest, notice of default or dishonor, notice of payment or nonpayment, and notice of default, release, compromise, settlement, extension, or renewal of any instruments, rental agreements, or guaranties held by Dealer on which Renter may in any way liable; trial by jury and right to trial by jury on any issue in any way pertaining to this Agreement or any transaction or occurrences arising hereunder or governed hereby (which right Dealer likewise waives); and notice of Dealer's acceptance of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The Parties hereby acknowledge, represent, and warrant that the Parties have not relied on any assurance, representation, assertion, guarantee, warranty, or collateral contract, including, but not limited to, any Project Labor Agreement, Collective Bargaining Agreement, or Memorandum of Understanding between any employer and a union and Renter specifically acknowledges that Dealer is not a party to and is not bound in any way by any Project Labor Agreement, Collective Bargaining Agreement, or Memorandum of Understanding between any employer and a union. The parties hereby waive all rights and remedies, at law or in equity, arising, or which may arise, as the result of a party's reliance on any such representation, assertion, guarantee, warranty, collateral contract or other assurance.

Renter acknowledges that the person herein signing on behalf of Renter has the authority to bind Renter to all of the terms, conditions and provisions thereof, that the person has read and fully understands this Agreement.

RENTER

Signature:

Signatory's Print Name: _____

Signatory's Title _____

Date: _____

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quotes@inspectabridge.com www.inspectabridge.com

ACBT, rev. July 2022

EXHIBIT A

Information for Proposed CDL Operator
(applicable only to non-operated rentals of truck-mounted units)

In conjunction with the rental agreement between _____ (Renter/Contractor) and Anderson Crane & Bridge Technologies, Inc., I _____ (Employee of Renter/Contractor) consent to the release of my Motor Vehicle Records (MVR) to Anderson Crane & Bridge Technologies. I understand Anderson Crane & Bridge Technologies will use these records to evaluate my suitability to fulfill driving duties that are related to the transport of Anderson equipment. I also consent to the review, evaluation, and other use of any MVR I may have provided to Anderson Crane & Bridge Technologies. This consent is given in satisfaction of Public Law 18 USC 2721 et Seq., "Federal Drivers Privacy Protection Act", and is intended to constitute "written consent" as required by this Act.

Signed (Contractor Employee) _____
Printed Name (Contractor Employee) _____
Date: _____
Driver's Commercial Driver License Number: _____
Date of Birth: _____
Driver's License State: _____ Expiration Date: _____

Please include copies of the front and back of the driver's license.

The above-named operator has been approved to drive **and** operate the equipment described in Equipment Rental Agreement.

Authorized Representative for ACBT