



1136 NE 44th Ave.  
Des Moines, IA 50313-2917  
sales@championcrane.com  
www.championcrane.com  
National: 800-676-LIFT  
Phone: 515-266-1234  
Fax: 515-266-1946

## TERMS AND CONDITIONS AGREEMENT FOR ANY AND ALL SERVICES FROM CHAMPION CRANE

This agreement is entered into as of the date and time of order by and between Champion Crane Service, Inc., whose address is 1136 NE 44<sup>th</sup> Ave. Des Moines, IA 50313-2917, hereinafter called "Champion", and the party placing an order for service with Champion, hereinafter called the "Customer". Customer has been advised of this agreement verbally by Champion and by notice on Champion's quote. Champion has made it available to Customer upon request and on Champion's website. It is considered incorporated into any contractual document or subcontract agreement signed by Champion regarding services performed by Champion and notwithstanding anything to the contrary contained herein, shall inure to the benefit of the Customer over and prevail above any other contract or subcontract entered into by the Customer. Any natural person, agent, employee or assign of the Customer or parent or affiliate to the Customer must hereby consider it as executed by the parties upon placing of an order for service and is ratified by performance of Champion.

WITNESSETH: In consideration for a sum of good and valuable amount to be determined in accordance with Champion's Crane Rental with Operator pricing schedules as amended from time to time and Customer requirements for a particular project, the Parties to this agreement wish to formalize the terms and conditions for present and future crane rental with operator and other services as provided by Champion to the Customer at various sites or projects:

**1. EQUIPMENT LEASED:** Customer hereby leases from Champion for use certain operated Equipment as identified by Customer's purchase order or verbal request to Champion, which throughout this agreement is designated in whole or in part as "CRANE" and / or "EQUIPMENT". Each article of Equipment shall remain in possession of Champion and neither this agreement nor any part thereof shall be assigned, nor shall Customer offer the Equipment rented hereunder to be used or possessed by any other person, firm or legal entity without prior written consent. Customer further agrees not to remove any Equipment covered by this lease out of the location specified to Champion without prior written consent of Champion.

**2. SPECIAL CONDITIONS:** Champion will provide a competent operator, assembly crew (if required), Truck Driver(s) (if required), fuel, insurance, and maintenance. The crane is in the shared care and custody of Customer and Champion and each will be responsible for any damage caused due to their negligence. Customer will be responsible for the following: 1. Accurate weights of loads to be handled, 2. A Rigger/signal person for rigging and signaling of loads. 3. Access for assembly and disassembly of Equipment, 4. Ground conditions capable of safely supporting the Crane or Equipment while lifting or traveling on jobsite freely under it's own power, 5. To provide competent and designated signal person for crane direction. (Competent and designated signal person defined: Person that knows and understands ANSI approved crane signals and if radio communication is used, that said person has experience giving vocal direction in English.) If certified riggers or signalman are required now or in the future, the definitions above are hereby amended to mean the minimum standards as set forth by industry or governmental agencies for such persons. Customer may request Champion provide a Rigger or signal person at additional cost.

**3. AVAILABILITY:** Availability of Champion's equipment is subject to prior commitment and is on a first called, first served basis. Champion bears no responsibility for delays of any kind including electrical-electronic or mechanical breakdowns, weather or prior commitments. In the case where Customer underestimates time required for equipment rental to Champion, Customer will be served as needed to complete a project unless Customer has been informed of a post commitment, in which case Customer must surrender equipment and pay all such costs to demobilize equipment and remobilize at a later date. Champion reserves the right to refuse service for any reason including but not limited to: weather, road conditions or labor dispute issues. Weather related decisions affecting Champion's decision on availability are handled on a case by case basis according to the job specifications and generally deal with low temperatures, wind, visibility and electrical storms. Regarding temperature, we generally do not operate in temperatures of five degrees Fahrenheit or below. Road conditions must be free of snow and ice and visibility must be 1/4 mile or greater. Under no circumstances do we operate if there is a threat of thunderstorms or unsafe wind conditions. Any delays caused by weather conditions are the responsibility of the Customer. Customer must cancel services requested in advance of scheduled departure times for any reason or incur minimum charges as defined herein. If Champion decided that conditions are unfavorable, Champion shall make every effort to contact Customer as soon as the decision is made, but in no event shall Champion be liable to Customer for any delay.

**4. RATES:** Specific rental rates shall be quoted to the Customer, either verbally or in writing by Champion for each specific project and are subject to change without prior notice. Champion shall not change rate schedules to Customer in the middle of a particular project without first giving prior notification of less than 30 days. Customer is hereby notified that Champion's standard rates are subject to change on May 1<sup>st</sup> of every year. Champion's omission to quote Customer shall not negate standard rates from being charged by Champion. From time-to-time Champion may charge special or increased rates to accommodate special conditions or terms of Customer. Such rates shall be quoted by Champion if known in advance. The conditions for Champion charging special rates or fees may include, but are not limited to contractual terms, safety requirements, special labor territories, special insurance requirements, risk assessment, special equipment needs, or anything considered out of the ordinary by Champion. Champion reserves the right to increase rates without notice to Customer for specific projects if the terms and/or conditions of a particular project are unknown prior to, or change after start of, the project. Contractual terms and conditions sent from the Customer to the Champion after the start of a particular project shall not be considered by the Champion and will not affect rates by the Champion or payment by the Customer. Additional charges apply as incurred for OT/DT, subsistence, crew travel, permits, stand-by, weather delays, additional mobilizations & organized labor territories. All time is billable pre-trip to park (from the time the operator is deployed for a pre-trip inspection of the equipment, until the time the equipment returns to our yard and is parked) in 1/4-hour increments to the nearest quarter hour, subject to minimums.

**5. OVERTIME/DOUBLE TIME:** Labor Overtime or Double time rates are billable as incurred at our standard rates as defined from time to time. Standard Hours are 07:00 to 11:30 & 12:00 to 15:30 Monday thru Friday. Overtime will be charged for all time other than Standard Hours and on Saturday. Double time will be charged for Sundays, days recognized as holidays & "Me Too" time where other crafts are receiving double time. Shift schedules may be changed by pre-arrangement one-week prior to job start.

**6. MOBILIZATION/DEMobilIZATION:** Hereinafter called Mobilization. Mobilization of some of Champion's equipment may be charged for differently depending upon the size and type of equipment requested by the Customer. Generally speaking, all mobilization charges are calculated based on an hourly charge, pre-trip to park for each and every piece of equipment required to complete Customer's project. Mobilization charges consist of Equipment time, (crane and truck), to: pre-trip, travel to, set up, tear down, travel back from, park the equipment, and permits for travel from various governmental authorities. On smaller equipment mobilization is transparent as far as equipment time and is simply charged for in total number of units used by Customer, subject to minimums. In those cases mobilization is not broken out to the Customer. On some larger equipment, the cost of trucking accessories for a crane is incorporated into the rate charged for the crane and is charged at one single hourly composite rate, pre-trip to park, subject to minimums, again not specifically separated into mobilization or work time. On yet even larger equipment the cost of the crane does not include the cost of trucks to mobilize the various components of the crane, due to the complexity of the logistics in transporting and assembling or disassembling the equipment. Champion may either "flat rate" or "estimate" the charges to the Customer for mobilization so the Customer may see in advance the cost of, or an estimate of the cost of mobilization. In those cases it is important for the Customer to understand the difference between a flat rate or an estimate, but in either case it is important for the Customer to do all possible to prevent anything from hindering the assembly or disassembly of the crane as undue delays will be charged for at hourly rates over and above flat rates. In all cases where mobilization is quoted, a single unit of mobilization shall be construed as the time or cost required to mobilize the equipment one way and in all cases mobilization both to and from will be charged. If mobilization includes permits for travel it will be so indicated in the quote or proposal from Champion.

**7. RENTAL PERIOD:** The guaranteed minimum rental of the Equipment shall be the stated minimum on Champion's price schedule or quote and shall begin when Champion's employee is deployed to begin the pre-trip on the equipment at Champion's yard or other location as determined by Champion and end upon parking at Champion's yard or other location designated by Champion. Saturdays and Sundays will have either a 4 hour minimum or the stated minimum for the equipment, whichever is greater. Support personnel such as truck drivers, riggers, and signalman will also have a 4 hour minimum on Saturdays and Sundays. Once the equipment is in route to Customer's project, the minimum charge will be considered as earned by the Champion, regardless of cancellation by the Customer. Mobilization charges, whether flat rated or estimated, are considered minimums in addition to per unit minimums on cranes. Champion, at its sole option, may discount minimum mobilization charges depending upon the amount of time spent in preparation and distance traveled prior to a cancellation, but is under no obligation to do so. For projects lasting multiple days, the rental period shall end at the end of a normal working day and begin again the next working day. For purposes of this agreement, unless otherwise specified, a normal working day shall consist of the hours between 07:00 to 11:30 and 12:00 to 15:30, Monday through Friday, except designated holidays and those hours shall be considered as minimum working hours. Should working hours be less than above, Champion reserves the right to remove and return equipment at Customer's expense. Special arrangements may alter this schedule in advance for shift work or Customer's normal shift schedule on projects in excess of five (5) days duration. Multiple day projects may be quoted and billed with the crane at a reduced rate for the specified minimum, and the operator and/or riggers billed separately. If work is canceled at the start of the day, after Champion's crew arrives, but before work begins, there will be a 4 hour minimum for the day on the crew. On weekdays, if the crew isn't returned to the shop before lunch break, there will be an 8 hour crew minimum for the day. Regardless of invoicing procedure by Champion, Champion may at its option, increment Customer's billing rates from hourly to weekly to monthly, without prior notification to Customer, depending upon the total continuous working days of project duration. For the purpose of this agreement, hourly rates are anything less than forty (40) hours in a continuous seven (7) day period, excluding designated holidays; weekly rates are anything over 40 hours and less than one hundred sixty (160) hours in a continuous twenty eight (28) day period, excluding designated holidays; monthly rates are anything equal to or greater than one hundred sixty (160) hours in a continuous twenty eight (28) day period, excluding designated holidays. Designated holidays are: Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; New Years Day; or days celebrated as such. Rentals in excess of a smaller period of time but less than a larger period of time will be billed at the lesser period of time rate (higher rate) after the minimum charge.



1136 NE 44th Ave.  
 Des Moines, IA 50313-2917  
 sales@championcrane.com  
 www.championcrane.com  
 National: 800-676-LIFT  
 Phone: 515-266-1234  
 Fax: 515-266-1946

**8. PAYMENT:** The Customer shall pay rental for each article enumerated in Champion's invoice to Customer at the rates thereby indicated or as specified, and payment shall be made at least monthly to the office of Champion Crane Service, Inc., located at 1136 NE 44<sup>th</sup> Ave., Des Moines, IA 50313-2917 All invoices are due and must be paid within 30 days from date of invoice unless special terms have been setup in advance. Accounts not paid in full within 30 days of the date of the invoice are subject to 1.5% monthly, 18% annually finance charges. Any collection, court, or other costs incurred by Champion associated with past due or un-paid accounts will be the responsibility of the Customer. Rates quoted are only for cash, check, or wire transfer payment, all credit card payments must add 4% to total invoice.

**9. COMPLIANCE WITH LAWS:** Customer and Champion agrees to comply with and conform to all Municipal, County, State and Federal laws, ordinances, rules, regulations and the like pertaining to the use, maintenance and/or operation of said Equipment and to pay all costs and expenses of every character occasioned by or involving the use or operation of said Equipment. This contract is deemed to be made in the State of Iowa and any litigation or dispute resolution will be handled in Des Moines, IA.

**10. HOISTING OF PERSONNEL:** The Customer agrees that hoisting of personnel is strictly prohibited under the terms and conditions of this agreement unless all conditions set forth in OSHA's CFR Subpart N (Cranes, derricks, Hoists, Elevators, and Conveyors) 1926.550 (g), or any subsequent standard are met. If the conditions set forth in Subpart N are satisfied, all inspection, testing, and other actions necessary to comply with Subpart N 1926.550 (g), or subsequent standard are the sole responsibility of the Customer. Champion has made no determination as to the viability of other means of personnel hoisting and Customer agrees to hold harmless, indemnify and defend Champion from any OSHA or other local/state government entity citations in conjunction herewith.

**11. SURFACE CONDITIONS:** According to OSHA 1926.1402 the controlling entity is responsible for the ground conditions of the site. The Customer hereby agrees that it will assume all responsibility for the ground, ground surfaces, soil or surface conditions, whether interior or exterior, as well as surrounding plantings and underground structures and utilities in the area where the crane or equipment is to be traveled, stored, parked or operated. The Customer shall perform or have performed by a qualified soil or structural engineer, all necessary inspections or testing to determine the nature of the ground, soil, surface or structure that Champion's equipment may be operated upon or near and its ability to support the crane or equipment and load while in operation or otherwise if the ground is questionable. If Customer questions their ground capability, they must consult Champion as to outrigger loadings of a particular crane/load or equipment/load configuration prior to operation of crane or equipment on the jobsite and understands that the accuracy of such information, if available, is dependent upon the accuracy of the Crane manufacturer's information provided to Champion. Champion has made no determination and cannot make any determination by visual means as to the capability of soils, the location of underground structures or utilities or a structures capability to support operations and movement of Champion's equipment and any inquiries, comments or suggestions by employees of Champion are to be used at Customer's sole risk. Additional charges may apply for un-level or soft ground conditions where additional cribbing or mats are required. Customer agrees to hold harmless, indemnify and defend Champion, and pay costs associated with repairs, damages or injuries from any loss, damage, injury (including death) to any persons or property, including Champion's property, as a result of damage to ground surfaces, grass lawns, shrubs or trees, underground lines or utilities, structures or collapse thereof.

**12. DAMAGE TO OR DESTRUCTION OF EQUIPMENT:** Customer shall be responsible for any loss or damage to Champion's equipment due to actions of Customer's employees or other subcontractor issues such as, but not limited to, concrete splatter, spray fireproofing, spray painting, spray foam insulation, falling debris, other equipment collisions, etc., etc.

**13. INSPECTION:** Customer shall have the right to inspect or test Champion's equipment at any time during the rental period, provided that such inspection and testing time will be counted as rental to the Customer and provided that any such testing must first be approved by Champion Management, performed in conjunction with Champion personnel present (extra charges may apply for additional personnel), is not outside the scope of the equipment as determined by either/or Champion or the Manufacturer, and shall not exceed the rated capacity of the equipment. Champion shall have the right at any time to enter the premises occupied by the Equipment and shall be given free access thereto for the purpose of inspection and shall be entitled to take possession or remove all or any part thereof without legal process at any time at Customer's expense while any rental is unpaid or while Customer is in violation of any terms or provisions of this lease or when, in the sole opinion of Champion, such Equipment is being abused or neglected or because of labor disputes or any other conditions, or the Equipment is in danger of being lost or damaged. Champion shall make an inspection upon return of the Equipment - such inspection to be at Champion's expense. Any loss or damage to Equipment shall be listed and notice thereof supplied to the Customer within a reasonable time after the Equipment has been returned. Customer shall be liable for rental at the rate specified in the agreement for period the equipment is not in working condition and the cost to repair or replace such equipment damaged by causes beyond Champion's control.

**14. TITLE:** Title to the Equipment shall at all times vest in Champion unless transferred to the Customer through sale. Customer shall give Champion immediate notice in any case any Equipment is levied upon or from any cause becomes liable to seizure.

**15. TERMINATION OF AGREEMENT:** Should the Customer default more than five (5) days on any payment or become bankrupt or insolvent, Champion shall have the right to take possession of the Equipment, and to recover from the Customer all rentals due, including all un-incurred rental amounts of the minimum rental period as defined previously in this agreement, full damage for any injuries to, and all expense incurred in returning the Equipment to Champion's yard.

**16. NOTICE OF RETURN:** Customer agrees to give Champion at as much notice as possible of the time when said Equipment will be returned to Champion at Des Moines, IA. In the case of weekly rentals, the minimum notice shall be two (2) business days, and in the case of monthly rentals, the minimum notice shall be five (5) business days. The compliance with this Notice of Return does not release the Customer from the minimum rental period as defined previously in this agreement.

**17. ACCEPTANCE OF EQUIPMENT:** The acceptance by the Customer and use of the Equipment rented constitutes acknowledgment that Customer has inspected or waived inspection of the Equipment and that it is in good, safe, serviceable condition and fit for the use intended. Should Customer not accept the equipment, Customer may reject same without reason and return to Champion at Customer's expense.

**18. AGREEMENT:** This agreement in conjunction with Champion's quote (if provided) constitutes the full agreement between the parties hereto (unless attached by Champion to Customer's agreement), previously oral or written agreements being merged herein, and it is not subject to modification or alteration except by Champion from time to time, it is considered signed by the principals executing this agreement or their successors upon placement of an order for service and perfected by performance. No representation of any kind have been made by either party to induce making or executing this agreement except as set forth here within. Written signatures may be required at the option of Champion. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on Customer and enforceable in accordance with its terms. This agreement is valid for one year from date below.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Champion Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Name & Title \_\_\_\_\_

Champion Name & Title \_\_\_\_\_

Customer Legal Company Name \_\_\_\_\_

Champion Legal Company Name \_\_\_\_\_

Form last updated: November 30<sup>th</sup>, 2023