



SAFWAY SERVICES, LLC  
9800 WEST ROGERS STREET  
WEST ALLIS, WI 53227  
Phone: (414) 328-1937  
Fax: (414) 328-1942

Customer: GRAEF USA  
ATTN:

Contact Phone:  
Contact Fax:

Jobsite: MODJESKA THEATRE  
1134 W MITCHELL ST  
MILWAUKEE, WI  
Contact: MICHAEL  
Phone: (414) 745-3348

Quotation No: 32035	Quote Date: 7/25/17	Opportunity # 452153	Sales Rep: Mark Kastel
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Total:

Grand Total:	\$4,892.40	* Taxes Not Included
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#### Scaffolding - Description of Work

Safway is pleased to present our proposal to provide shoring services for your project at the Modjeska Theatre in Milwaukee, WI.

#### SCOPE:

Safway proposes to erect two rows of shoring towers to support the existing concrete beams under the sidewalk.

each of the rows of shoring towers will be 2' wide x 14' long x 11' high.

The two rows of shoring towers will be capable of supporting 5,000 lbs per lineal foot.

#### NOTE:

Safway will require direct access to the basement during the installation and removal of the shoring towers.

Engineering is not included in the quoted price but is available at an additional cost of \$750.00. This includes a stamp.

Shoring systems are designed for vertical loading only and as such shall not be relied upon to provide lateral support or stability to the existing structure as modifications are made.

The Engineer of Record or Customer's Engineer shall determine if the existing grade condition provides adequate bearing to safely support Safway equipment.

The Engineer of Record or Customer's Engineer shall check and approve the proposed temporary shoring method to assure that the existing structure has the ability to safely support loads imposed by shoring as described above.

#### Scaffolding - Additional Terms and Conditions

This proposal covers the trucking of the equipment to and from the jobsite, labor to erect and dismantle the scaffold and up to 28 days of rent for the equipment. After the initial 28 days rent will then be charged on a daily basis at \$12.59 plus tax per day.

This proposal is based on the erection of the scaffold material and position as indicated in our proposal at one time. Any shifting or relocation after the final approval by the contractor's field representative is not part of this agreement.

Once you have completed your work, and notified Safway, we will schedule to dismantle and remove material at one time based on availability. Any direction to remove partial sections will be viewed as an extra to this contract: the contractor will be liable for any and all additional cost involved.

If Safway's Scope of work is to change from the basis of the proposal, then a change order will be issued to compensate for any additional work, delays or schedule changes beyond our control.

All permits are the responsibility of the contractor.

Thank You for this opportunity and we are looking forward to working with you on this project.



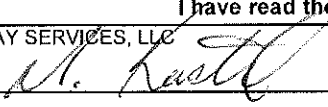
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Description of Work / Additional Terms and Conditions

(Continued from page 1)

Please Note:

1. All quotes are subject to all terms and conditions referred to in the SAFWAY SERVICES, LLC rental/sales agreement.
2. All quotes subject to state, federal and local taxes.
3. All quotes are valid for 30 days unless otherwise noted.
4. This quote is contingent on approval of the CUSTOMER's credit.
5. Standard rental rates are based on a 28 calendar day (4 week) month.

I have read the attached terms and conditions and agree to them as stated herein:			
By SAFWAY SERVICES, LLC		Date	Accepted
		7-25-17	
Title		Title	
SALES REP			

### Important Safety Guidelines

Safety is everyone's responsibility. Safway equipment is designed and manufactured with the user in mind. The care that goes into each piece of equipment, however, cannot offset carelessness on the part of the user. Follow these safety guidelines in order to help prevent injury and to reduce unnecessary risk.

1. **Competent Person.** Scaffold must be erected, used, moved, and disassembled only under the direction of a Competent Person. The customer is responsible for following any and all applicable federal and state occupational safety and health laws, rules, regulations and ordinances in addition to applicable city, county or local codes and specific rules with regard to Competent Person and inspection requirements for scaffolds.
2. **Modification.** Any modification or relocation of scaffolding equipment and its components by the customer, contractor or any subcontractor using the scaffold is done solely at the customers risk and should be in compliance with and according to any and all federal and/or state occupational safety and health laws, rules, and regulations, in addition to applicable city, county, or local codes. The equipment shall only be used for the purposes for which it was designed.
3. **Training.** The customer is responsible for providing any and all required scaffolding training for its employees and any other users of scaffolding equipment, other than the employees of Safway and any Safway subcontractor.
4. **Hazardous Materials.** Please notify Safway of the potential for exposure of either Safway employees or Safway equipment to any hazardous materials including, but not limited to, asbestos, lead, arsenic, chemicals, and flammable materials. Safway and/or the customer may be required to perform industrial hygiene monitoring to measure potential exposure to such materials.
5. **Confined Space.** Please notify Safway if any Safway employees will be working in a confined space and inform Safway whether the confined space is permit-required. According to federal and state occupational safety and health laws, the customer is responsible for providing any and all required confined space training for its employees and any other users of scaffolding equipment in the confined space, other than the employees of Safway and any Safway subcontractor.
6. **Lock-out/Tag-out.** According to federal and state occupational safety and health laws, the customer is responsible for ensuring that all mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids which are located in the immediate vicinity of the work areas are de-energized or rendered inoperative prior to work, and that proper tags and/or locks are attached to all points where such equipment can be energized.
7. **Special Equipment.** Please notify Safway if any specialized equipment including, but not limited to, special tools, lighting, or protective equipment is required for this project prior to Safway's commencement of work on the project.
8. **Accident Notification.** Please notify Safway immediately of any accident involving the equipment and/or any accident causing injury, death or property damage that is related to or is alleged to be related to and/or caused by the equipment in any way.

Understanding and following these safety guidelines will improve safety for all workers on the jobsite. If there are any questions regarding these provisions, or if you need assistance in obtaining additional training for your employees, please contact a Safway representative immediately.

## SAFWAY STANDARD TERMS AND CONDITIONS

Any project-specific terms and conditions set forth in Safway's quote or other Safway documentation related to this project or order shall control in the event of a conflict with these Standard Terms and Conditions.

**Definitions.** As used herein, the following terms shall have the following meanings. "**Agreement**" shall mean these Standard Terms and Conditions and any project-specific or additional terms and conditions contained in a Safway quote or other Safway-provided documentation related to this project or order. "**Confidential Information**" shall mean, without limitation, Safway's trade secrets, customer lists, customer purchasing histories and plans, costs, budgets, acquisition strategies, policies, procedures, methods of operation, pricing, marketing plans, financial information, personnel or employee information, compensation programs, vendor sources, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, design standards, formulas, contemplated or new product or service developments, computer software and programs, inventions, improvements, and other data, as well as information which Safway receives from a third party and holds in confidence. "**Customer**" shall mean the party designated as such in this Agreement and, if different, the entity that is actually responsible for ordering the Equipment or Services. "**Equipment**" shall mean any and all equipment identified in this Agreement or provided to the Customer by Safway, including, but not limited to, scaffolding, hoists and related items. "**Loss**" shall mean the loss, destruction, theft of, or damage to, any Equipment, excepting normal wear and tear. "**Parties**" shall mean Safway and the Customer together. "**Party**" shall mean Safway or Customer individually, as the context requires. "**Rental Period**" shall mean the period of time commencing when the Equipment is picked up by Customer at a Safway facility or leaves a Safway facility to be transported to Customer and ending when the Equipment is received at the Safway facility designated by Safway to receive the Equipment from the Customer. "**Safway**" shall mean Safway Services, LLC, Safway Services, LP and each of their respective parents, subsidiaries, affiliates, successors, and assigns. "**Services**" shall mean services provided to Customer by Safway, including, but not limited to, engineering, labor, and training services.

**Scope.** The scope of work to be provided by Safway to the Customer is set forth in this Agreement. Unless otherwise agreed in writing, Customer shall be responsible for: (1) determining or verifying the bearing capacity of floors, roofs, walls, or any other structure or location upon which the Equipment will be located; (2) ensuring that the ground or structure upon which the Equipment will be placed is level, clear of debris and obstruction, level to within twelve (12) inches of the ground and capable of withstanding the total load imposed by the Equipment and any materials and personnel on the Equipment; and (3) any taxes, licenses, or permits that may be required as a result of the Equipment or Services to be provided by Safway. If Customer fails to satisfy any of its obligations under this Section, Customer shall be responsible for any resulting damages and extra costs incurred by Safway or others. If Safway decides, in its sole discretion, to provide Equipment, Services, or other assistance to satisfy Customer's obligations hereunder, then Customer shall be responsible for any and all direct or indirect costs incurred by Safway. The price listed in this Agreement constitutes the price for only those items of Equipment and/or Services expressly set forth herein. Any additional equipment or services beyond those expressly set forth in this Agreement will constitute extra work and Customer shall be responsible for all costs and charges associated therewith. If Customer is unsure of what costs or charges are included in the price, then Customer shall bear the responsibility for requesting clarification from Safway. Customer shall compensate Safway in a timely fashion for any extra work performed in connection herewith, whether such work is requested orally or in writing by the Customer. If there is no prior agreement between the Parties as to the extra costs and charges, Safway shall be entitled to reasonable compensation for any additional work performed, including a customary profit amount.

**Acceptance and Modification.** SAFWAY'S AGREEMENT TO PROVIDE EQUIPMENT OR SERVICES HEREUNDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S UNQUALIFIED ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS SPECIFIED HEREIN. The rights of the parties shall be governed exclusively by the terms and conditions set forth in this Agreement. Shipment or delivery of Equipment or Services pursuant to this Agreement or the acceptance, use, or retention of any Equipment or Services by Customer shall constitute an unqualified acceptance by Customer of this Agreement. Any attempt by Customer to vary in any degree the exact terms and conditions of this Agreement in any acceptance, acknowledgment, confirmation or other communication of any kind containing additional, inconsistent, or different terms and conditions is hereby expressly objected to and rejected. Safway's provision of Equipment and Services pursuant to the terms of this Agreement shall not be deemed to be an acceptance of any additional, inconsistent, or different terms proposed by Customer. Should this Agreement be deemed an acceptance of a prior offer, quotation or proposal by Customer, such acceptance is limited to the express terms and conditions set forth herein. This Agreement cannot be amended or modified (including by prior course of dealing or trade usage) unless in writing and signed by both Customer and Safway.

**Warranty Disclaimer; Limitation of Liability.** SAFWAY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE. IN ADDITION, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (i) SAFWAY WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT FAILURE OR LIABILITY WHATSOEVER, UNLESS SUCH FAILURE OR LIABILITY IS THE RESULT OF SAFWAY'S NEGLIGENCE, AND (ii) SAFWAY WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF PRODUCTION, LOSS OF USE, OR ANY OTHER INDIRECT DAMAGE OR LOSS ARISING FROM OR RELATING TO (a) THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, REPAIR, OPERATION OR USE OF EQUIPMENT OR ANY COMPONENT PART THEREOF, OR (b) ANY ACTUAL OR ALLEGED FAILURE OR DEFECT IN THE EQUIPMENT OR ANY COMPONENT PART THEREOF.

**Indemnification.** To the fullest extent permitted by law, Customer shall indemnify, defend and hold Safway, its officers, directors, employees and agents harmless from and against any and all claims, suits, causes of action, proceedings, and/or judgments, as well as all damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs), of whatever nature resulting from, arising out of, or in any way related to this Agreement, the Equipment, or the Services performed by Safway, including, without limitation, claims relating to (i) personal injury (including death) or damage to property, or (ii) the delivery, erection, maintenance, alteration, modification, use, possession, operation, dismantling, or engineering of the Equipment or Equipment enclosures. It is the intent of the parties that the Customer indemnify Safway to the maximum extent allowable under law and that the Customer bear full responsibility for any claim, damage, cause of action, judgment, expense, cost or other liability arising out of or in any way related to this Agreement, the Equipment, or any Services performed by Safway. This indemnity obligation shall not apply to any claims, damages, causes of action, judgments, or other liabilities caused solely by the negligence of Safway.

**Important Safety Guidelines.** CUSTOMER IS HEREBY MADE AWARE OF THE SAFWAY IMPORTANT SAFETY GUIDELINES, A COPY OF WHICH IS ATTACHED HERETO. CUSTOMER MAY ALSO OBTAIN A COPY OF SUCH IMPORTANT SAFETY GUIDELINES BY CONTACTING A SAFWAY REPRESENTATIVE OR VISITING SAFWAY'S WEBSITE AT [www.safway.com](http://www.safway.com).

**Equipment Loss or Damage.** Customer shall be responsible for any Loss during the Rental Period. Regardless of whether or to what extent the Customer is responsible for the Loss, Customer shall promptly pay to Safway a sum equal to Safway's current list price plus handling charges for any and all Equipment that is subject to the Loss, unless the Loss is attributable solely to the negligence of Safway. For health and safety reasons, damaged Equipment must be returned to Safway by Customer, and Safway shall not be obligated to return any such Equipment to Customer, regardless of any replacement costs incurred or paid by Customer pursuant to this Section.

**Contaminated Equipment.** Customer shall fully clean and decontaminate, in a manner satisfactory to Safway, any and all Equipment exposed to asbestos, materials containing lead, radiation, toxic or hazardous substances, or any other materials that may reasonably represent a hazard to human health or would preclude or limit the future use of the Equipment by Safway. Upon Safway's request, Customer shall provide to Safway any and all documentation reasonably required to confirm such cleaning and decontamination has occurred. Should any Equipment be returned to Safway without being cleaned or decontaminated, the Customer shall, at Safway's sole option, either (1) clean and decontaminate the Equipment at Customer's sole cost (including any and all transportation costs associated therewith), or (2) reimburse Safway for any and all reasonable costs incurred by Safway in connection with cleaning and decontaminating the Equipment or engaging a third party to clean and decontaminate the Equipment. Should any Equipment be unable to be cleaned or decontaminated to Safway's satisfaction, Customer shall pay to Safway an amount equal to Safway's current list price plus handling charges for any and all such Equipment. In addition, Customer shall indemnify Safway from and against any and all damages resulting from or relating to Customer's failure to properly and adequately decontaminate the Equipment. For health and safety reasons, contaminated Equipment must be returned to Safway by Customer, and Safway shall not be obligated to return any such Equipment to Customer, regardless of any cleaning, decontamination, or replacement costs incurred or paid by Customer pursuant to this Section.

**Credit and Payment.** If requested by Safway, Customer shall complete and return to Safway a credit application. Safway's obligation to provide Equipment or Services is expressly conditioned upon the approval of Customer's credit by Safway. Payment terms shall be net thirty (30) days from the date of Safway's invoice to the Customer, unless otherwise agreed upon by the Parties. A monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum amount allowed by law shall be assessed on all past due accounts. Safway may issue progress billings during the term of the project. Nothing set forth in this Agreement shall limit Safway's rights under any bond or lien law. Safway may recover and Customer shall be responsible for all costs of collection, including filing and service costs, expert and mediation fees, court and litigation out of pocket expenses and attorneys' fees related to Customer's failure to pay within terms.

**Work Schedule.** Unless otherwise agreed to by the Parties, Safway shall require reasonable lead time from the date of the receipt of this Agreement prior to Safway's commencement of its performance under this Agreement. This Agreement contemplates Safway personnel working without interruption, distraction, or interference. Should Safway be interrupted or delayed during its performance of the Services, any agreed upon job schedule shall be revised accordingly and additional charges may apply. Safway shall be provided with reasonable lead time prior to implementing any agreed-upon change in the scope of work provided hereunder. Under no circumstances shall Safway be subject to any charges for delays. If requested or necessary, Customer shall provide Safway with a jobsite Equipment storage area at no charge.

**Use and Maintenance of Equipment.** Customer expressly agrees that it shall erect, dismantle, modify, and/or use the Equipment in a safe and proper manner that is consistent with any and all applicable federal, state and/or local statutes, regulations and ordinances and accepted industry practices, including any instructions provided to Customer by Safway. Customer agrees that its use of the Equipment shall represent its acknowledgment that the Equipment was in good condition and repair at the time of delivery. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and shall immediately notify Safway of any defects or other issues with respect to the Equipment's condition. Customer shall at all times during the Rental Period and at its own expense maintain the Equipment in good working condition, excepting ordinary wear and tear caused by proper use. Any modification or relocation of scaffolding equipment and its components by the Customer, contractor or any subcontractor using the scaffold is to be done solely at the Customer's risk and should at all times be in compliance with and according to any and all federal and/or state

occupational safety and health laws, rules, and regulations, in addition to applicable city, county, or local codes. The Equipment shall only be used for the purposes for which it was designed.

**Enclosures.** If Safway provides Equipment and/or Services related to the enclosure of scaffolding, then Customer acknowledges and agrees that the Equipment provided or installed by Safway for purposes of enclosing scaffolding is designed and intended to detach under certain weather conditions and that the Equipment (including the scaffolding) may be damaged or destroyed as a result of such detachment. Customer shall be responsible for any and all costs, damages, expenses (including maintenance expenses), and/or liabilities relating to such enclosure Equipment, including any and all costs or damages associated with the replacement thereof or Customer's failure to detach such enclosure Equipment when appropriate or otherwise required by certain weather conditions. In addition, Customer hereby agrees to indemnify, defend, and hold Safway harmless from any and all claims, damages, judgments, or liabilities whatsoever relating to any personal injury (including death) or property damage arising out of or in any way relating to the enclosure Equipment, including any damages caused by the detachment of such enclosure Equipment, and any enclosure-related services provided by a party other than Safway.

**Rental Rate.** Unless otherwise agreed to by the Parties, Equipment is rented initially on a 28 day cycle and on a per day basis thereafter. This Rental Period begins when the Equipment is picked up or, if delivered, when Equipment is prepared for shipment in our yard prior to delivery. Customer shall be billed for the Rental Period based upon rates set forth in this Agreement, as may be adjusted in accordance herewith, plus any and all applicable federal, state and local taxes. A credit will be issued upon Customer furnishing satisfactory evidence of tax exempt status.

**Incident Notifications.** Customer shall notify Safway immediately of any incident or accident that involves (or potentially involves), directly or indirectly, the Equipment or Services and that results (or may result) in death, personal injury, Loss, property damage or an event that triggers (or may trigger) Customer's indemnity obligation set forth above. In addition, Customer shall notify Safway of any inspection or investigation conducted by OSHA or other similar enforcement agency in connection with the Equipment and at a work site where the Equipment is located. Customer shall at all times fully cooperate with Safway to limit the extent of any Losses or damages resulting from such an incident. Customer shall also cooperate with Safway during Safway's investigation of any such incident and understands that time is of the essence after an incident to promptly investigate and isolate the physical evidence (including the taking of photographs and other measures to prevent the spoliation of physical evidence). Customer is deemed to have knowledge of the incident from the time that the Customer or its employees, agents, representatives, contractors, subcontractors, suppliers, vendors, or other parties who report to the Customer, learn of the incident or accident.

**Force Majeure.** Safway shall not be responsible for any delay in the performance of Services or failure of Equipment if and to the extent such delay or failure was caused by an event or occurrence beyond Safway's reasonable control and without its fault or negligence. Notwithstanding anything to the contrary contained herein, Customer shall, at all times, be responsible to Safway for any damage, Loss, or other liability related to the Equipment.

**Assignment.** Customer shall not assign its rights or obligations under this Agreement to any third party without first obtaining the prior written consent of Safway.

**Confidentiality and Inventions.** Customer shall treat Safway's Confidential Information as confidential and proprietary to Safway (and at a minimum Customer shall employ the same safeguards to protect the Confidential Information as it would to protect its own confidential information). The Customer shall not disclose any Confidential Information to third parties, except with the prior written consent of Safway or as required by law (with reasonable prior notice to Safway). Upon Safway's request or within fourteen (14) days after termination of this Agreement, Customer will return or destroy (as instructed by Safway), all Confidential Information and all copies thereof (in any media), unless Customer is required to retain such material under applicable laws or regulations. Customer further agrees that nothing in this Agreement shall be construed to limit or negate any statutory or common law rights (including those related to trade secrets) where such rights provide Safway with broader protection than that provided in this Agreement. Customer shall cause each of its agents and employees to comply with the confidentiality restrictions set forth herein and shall indemnify Safway from any and all damages, costs, and/or expenses (including reasonable attorneys' fees) incurred by Safway as a result of its agents' or employees' unauthorized disclosure of any Confidential Information. All inventions, discoveries, improvements, or ideas made, developed or conceived by Customer or its agents or employees, individually or jointly with others during the term of this Agreement, that relate to the Equipment or Safway's present or future business, or that are capable of beneficial use by Safway and relate to the Equipment shall be the property of Safway. Without further payment or other compensation, Customer shall promptly disclose in writing such inventions, discoveries, improvements, or ideas to the President of Safway and execute any patent applications, assignments, and other instruments deemed necessary by Safway, that relate to such inventions, discoveries, improvements or ideas. Safway shall have exclusive control over all such inventions, discoveries, improvements or ideas. Customer shall cooperate fully, even after termination of this Agreement, in a lawful manner and at the reasonable expense (other than for Customer's time) of Safway, in the prosecution of patent applications and in any legal actions and proceedings concerning such inventions, discoveries, improvements, or ideas. Customer shall cause its employees and agents to comply with the foregoing assignment provisions.

**Default and Termination.** Customer shall be in default of its obligations under this Agreement if any of the following occur: (1) Customer fails to pay Safway as agreed; (2) Customer fails to procure or maintain any insurance coverage required under this Agreement; (3) Customer becomes insolvent or any proceeding in bankruptcy or receivership is commenced; (4) a termination or liquidation of Customer's business occurs; or (5) Customer is in breach of any terms or conditions of this Agreement. In the event of any default by the Customer, Safway shall have the right to remove any Equipment, stop performance on the project, terminate this Agreement, or seek any other remedy available to Safway in law or equity. Customer shall bear all costs and/or expenses (including reasonable attorneys' fees) incurred by Safway as a result of Customer's default.

**Venue and Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Wisconsin without respect to any conflicts of law provision. The exclusive venues for any cause of action arising out of this Agreement shall be Waukesha County Circuit Court, Waukesha, Wisconsin or the United States District Court for the Eastern District of Wisconsin, Milwaukee, Wisconsin.

**Non-Discrimination.** This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

#### **ADDITIONAL TERMS AND CONDITIONS FOR THE RENTAL OF MOTORIZED EQUIPMENT**

In addition to those terms and conditions set forth above, the following terms and conditions shall apply when the Equipment includes motorized equipment or products:

##### **Minimum Insurance Requirements**

(a) At all times while performing work hereunder, Customer shall maintain insurance in amounts not less than:

- (1) Workers' Compensation: Statutory Amount;
- (2) Employer's Liability: minimum limit of \$1,000,000 per accident;
- (3) General Liability Insurance, including contractual liability, products and completed operations: \$1 million per occurrence and \$2 million aggregate;
- (4) Automobile Liability Insurance: combined single limit of \$1 million per accident;
- (5) Excess Liability Insurance combined single limit for Bodily Injury and Property Damage of not less than \$4,000,000 per occurrence.

(b) All insurance policies required herein shall:

(1) Name Safway, its directors, officers, employees, affiliates and agents as additional insureds to the greatest extent allowed by law except items (1) and (2) above on a broad form endorsement with coverage no less broad than ISO form CG 2010 1185. A current certificate of insurance must be supplied indicating the above coverage prior to the commencement of the work. Safway shall have no duty to review said certificates and any failure of Safway to notify Customer of its non-compliance with this section or any other provision contained in these requirements shall not act as a waiver of any right by Safway.

(2) Contain an endorsement stipulating that Customer's policies are primary to and not contributory with any other policies affording coverage to Safway and all other additional insureds, including any self-insurance retention or deductible maintained by Safway;

(3) Provide that no policy shall be materially changed, amended or canceled except after 30 days prior written notice to Safway;

(4) To the maximum extent permitted by law, all insurance policies of Customer in any way related to, or providing any coverage in connection with the work, whether or not required by this Agreement, shall be endorsed to waive all rights of subrogation against Safway, except worker's compensation and employer's liability coverage.

**Training, Operation, and Maintenance.** Customer shall be fully responsible for any and all training of users of the Equipment and agrees that it will not allow the use of the Equipment by any party unless and until that party has been adequately and properly trained. The Customer also acknowledges its responsibility to operate and maintain the equipment in accordance with the Operations Manual and all applicable codes and regulations, including, but not limited to the following codes:

- Mast Climber/Elevated Work Platform ANSI/SIA A92.9 – 1993
- Transport Platform ANSI A 92.10 DRAFT
- Construction Personnel Hoist ANSI/ASSE A 10.4 – 2007 OSHA 1926.552
- Guided Material Hoist ANSI/ASSE A 10.5 – 2006 OSHA 1926.552
- Winch Type Hoist (Guided/Unguided) OSHA 1926.554

In addition, Customer shall be fully responsible for any and all maintenance required on the Equipment during the Rental Period except for the particular maintenance requirements by Safway as set forth in the maintenance materials provided to the Customer by Safway. Customer shall maintain adequate maintenance records as required by law.

**Alteration and Misuse.** Customer agrees that the Equipment may only be altered by trained personnel and agrees to alter the Equipment only to the extent and in a fashion recommended by the manufacturer. Customer agrees that the Equipment shall only be used for the purposes for which it is expressly designed.

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