

<b>Customer ("Customer" or "Lessee")</b>	<b>Job Site</b>	<b>Job #:</b>
<hr/>		
		Job Date
		Start Time

**Instructions:**

<b>From:</b>	<b>To:</b>
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<b>Contact:</b>	<b>Contact:</b>
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*Lease hereby hires H.K.B., INC. DBA Southwest Industrial Rigging ("SWIR" "Lessor") to do the work below and lease the equipment (Equipment):*

<b>LESSOR Equipment Number / Labor / Work / RV</b>	<b>From</b>	<b>To</b>	<b>Hours</b>
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**LEASE AGREEMENT & WORK AUTHORIZATION**

CUSTOMER AGREES THAT ALL QUOTED WORK SHALL BE PURSUANT TO THE TERMS AND CONDITIONS OF THE SOUTHWEST INDUSTRIAL RIGGING LEASE AGREEMENT & WORK AUTHORIZATION LOCATED AT <http://www.swirusa.com/Incorporations/WorkOrder.pdf>. CUSTOMER AGREES THAT IT IS RESPONSIBLE FOR A CLEAR, LEVEL AND COMPACTED SURFACE AND THE CLEARANCE OF ANY OVERHEAD OBSTRUCTIONS IF THEY EXIST FOR. ALL JOB-SITES AND SITE CHANGES ARE ALL SUBJECT TO ADDITIONAL CHARGES WHEN MODIFIED AFTER THE INITIAL SITE INSPECTION. SOUTHWEST INDUSTRIAL RIGGING IS NOT RESPONSIBLE FOR ANY DAMAGE TO EXISTING STREETS, CURBS, DRIVEWAY, PARKING LOTS, ANY STRUCTURE, LANDSCAPING OR SIDEWALKS DUE TO INGRESS, EGRESS, MOBILIZATION, DEMOBILIZATION, ASSEMBLY, DISASSEMBLY, MOVEMENT OR STABILIZATION OF SOUTHWEST INDUSTRIAL RIGGING'S EQUIPMENT. SOUTHWEST INDUSTRIAL RIGGING SHALL HAVE NO LIABILITY WHATSOEVER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, LIQUIDATED, OR SPECIAL DAMAGES, HOWSOEVER CAUSED, EVEN IF SOUTHWEST INDUSTRIAL RIGGING HAD PREVIOUSLY BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SOUTHWEST INDUSTRIAL RIGGING SHALL NOT BE LIABLE FOR ANY PERSON'S LOST PROFITS, LOST REVENUE, OR FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS. ALL OF SOUTHWEST INDUSTRIAL RIGGING'S LIABILITY SHALL TERMINATE THIRTY (30) DAYS FOLLOWING COMPLETION, ABANDONMENT OR TERMINATION OF ANY WORK. EQUIPMENT AND PERSONNEL IS SUBJECT TO AVAILABILITY. CUSTOMER AGREES THAT THIS OFFER IS ACCEPTED, SIGNED AND RETURNED WHEN REQUESTING EQUIPMENT OR PERSONNEL BE DISPATCHED. CUSTOMER AGREES TO HAVE A PERSON AUTHORIZED TO SIGN LEASE AGREEMENT & WORK AUTHORIZATION ON BEHALF OF CUSTOMER BE PRESENT AT START OF JOB TO SIGN THE LEASE AGREEMENT & WORK AUTHORIZATION BEFORE ANY WORK BEGINS. PLEASE VISIT <http://www.swirusa.com/Incorporations/WorkOrder.pdf> FOR MORE DETAILS.

<b>Customer Signature:</b>	<b>Name:</b>	<b>Date:</b>
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<b>Customer ("Customer" or "Lessee"):</b>	<b>Phone:</b>	
<b>Address:</b>	<b>City:</b>	<b>Zip Code:</b>

(SIGN AT END OF WORK) Received in Good Order. Above work IS verified to be correct. Customer certifies that there have been no accidents involving any of the work or equipment. The terms and conditions governing this work or rental as described on this page and on the reverse side are understood & agreed to:

<b>Customer's Signature:</b>	<b>Name:</b>	<b>Date:</b>
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<b>SWIR Signature:</b>	<b>Name:</b>	<b>Date:</b>
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## TERMS and CONDITIONS of LEASE AGREEMENT / WORK ORDER

From time to time the Work Order may be amended by making changes to URL: [www.swirusa.com/Incorporations/WorkOrder.pdf](http://www.swirusa.com/Incorporations/WorkOrder.pdf)

**1. THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY PURCHASE ORDER RELATING TO ANY PROPOSAL.** Customer shall be conclusively deemed to have accepted the terms and conditions herein, and to have entered into this agreement with SWIR. This proposal and any agreements arising from acceptance hereof shall be governed by and interpreted in accordance with the laws of the State of Arizona, and the Federal laws of the United States of America, including, but not limited to, federal transportation law while the Cargo or Equipment is in transit. For any work performed outside the state of Arizona, paragraph 3 & 4 are deleted and incorporated by reference into this agreement is each state specific Section 3 and 4 at URL: <http://www.swirusa.com/Incorporations/AllStatesAgreement.pdf>

**2. CHANGE IN CONDITIONS.** Any changes to the condition of the site or work from the time of the proposal to the time when SWIR starts the work shall be the responsibility of the Customer. Customer shall immediately notify SWIR by email of any changes not previously disclosed regarding the setup or site conditions. In the event of an increase in the work, the contract price shall be increased by a fair and reasonable valuation based upon the original contract rates. In either an increase or decrease in work, Customer shall provide an extra work notification to SWIR. Signing a time sheet is an automatic or extra work notification & serves as authorization of overtime pay.

**3. ARIZONA INDEMNIFICATION AND RELEASE PROVISIONS – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ARIZONA LAWS including §32-1159; §34-226 and §41- 2586, AND TO THE FULLEST EXTENT PERMITTED BY ARIZONA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE SWIR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING CUSTOMER'S AND SWIR'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF SWIR'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ARIZONA LAW.** Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. SWIR shall be required to indemnify Customer for Customer's own negligence or fault, whether the negligence or fault of the Customer be direct, indirect or derivative in nature. However, the SWIR shall not be required to indemnify Customer for liability for loss or damage resulting from the sole negligence of the Customer or the Customer's agents, employees or indemnitees. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for SWIR shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this agreement, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by SWIR, SWIR's insurance carriers or SWIR's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

**4. ARIZONA INSURANCE – To the fullest extent permitted by Arizona law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site.** The Customer shall procure the following coverages for SWIR: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") and Commercial Auto Liability ("CAL") insurance on an occurrence basis, 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 following form 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 non-contributory to all of SWIR's insurance policies; d) inland marine, cargo, all-risk and builder's risk policies all of which include an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value ("Replacement Value" or "RV") of any cargo, items being installed, moved, transported or for any Equipment in the care custody or control of Customer (all referred to as "Cargo") or Equipment; this includes any 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 to the Cargo or Equipment, even if the Cargo or Equipment is being moved, or transported on rail or is waterborne; Customer shall pay all deductibles and or coinsurance requirements of all the policies provided by Customer; and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage along with Third Party loss of use coverage or similar coverages for the Equipment or Cargo; e) all policies are to be written by insurance companies acceptable to the SWIR; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, SWIR and SWIR's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of SWIR and anyone whom SWIR is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to SWIR: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 2033 10 01, CG 20 26 04 13, CG 2038 04 13, CG 25 03 03 97, or CG 24 04 05 09 h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for SWIR's benefit on all liability policies, unless prohibited by state law; j) Customer shall name SWIR as a Primary Loss Payee on all insurance policies; k) Customer shall provide all insurance certificates to SWIR when requested by SWIR and prior to start of work; l) all of SWIR's policies, and the policies of anyone SWIR is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold SWIR harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase 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 Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the SWIR's right to maintain any breach of contract action against the Customer. It is Customer's responsibility to ensure that all of the above coverages are provided for SWIR's benefit. 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 Agreement

**CERTIFICATE HOLDER, LOSS PAYEE AND ADDITIONAL INSURED: H.K.B., INC. dba Southwest Industrial Rigging - 2802 W. Palm Lane - Phoenix, AZ 85009**

**5. OPERATION AND USE OF EQUIPMENT.** Customer shall, at all times, transport, store and/or operate the Equipment (also referred to as load handling Equipment or "LHE") in a safe and competent fashion and shall be responsible for the actions of all those person involved in the transportation, storage and/or operation of the Equipment. Customer shall, at all times, comply will all applicable local, state, federal and provincial statutes, rules and regulations relating to the operation of the LHE. During transportation, delivery, set-up, use and operation of the Customer, directly and through its agents, servants and employees, shall at all times, assume the roles and fulfill all the responsibilities of the; a) A/D director (Assembly/Disassembly director), b) controlling entity, c) Lift Director, d) Lift Planner, e) Site Supervisor, f) Site Safety Officer, g) Crane User and/or LHE User, i) Crane Operator and or LHE Operator, j) Signalperson, k) Rigger, l) Spotter; and m) Transport Operator, as those terms are defined in 29CFR1926.1400 OSHA), ASME P30.1 Lift Planning and ASME B30.5 Mobile and Locomotive Cranes. Customer shall, at all times, (i) comply with all federal, state, provincial and local laws and regulations in all material respects relating to this Agreement; and (ii) maintain any and all licenses, permits, and other authorizations required by federal, state, provincial and local laws. If SWIR supplies any Lift Plans for use by the Customer and/or the Lift Director, Customer agrees that the Lift Plan are supplied for informational purposes only, and the Lift Director is ultimately responsible to review and approve the Lift Plan for use. SWIR is not responsible for any information used in the preparation of the Lift Plan. Customer is solely responsible for the gathering of all information used in the Lift Plan. Customer hereby guarantees that those agents, servants and employees assigned the roles and functions set forth above shall be, at all times, through education, training, experience, skill and physical fitness, as necessary, be competent and capable to perform the functions they are assigned. Customer specifically agrees that SWIR has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased Equipment ("Operator"). SWIR may provide an operator with the Equipment. Customer may reject this operator; however, if operator is not rejected, the operator is under the Customer's exclusive direction and control and is Customer's agent, servant, and employee. Customer further agrees to use said Equipment in accordance with the manufacturer's instructions and agrees not to exceed the manufacturer's rated load capacities for such or similar Equipment. Customer expressly agrees that counter-weight in excess of the manufacturer's specification shall not be used. It is expressly agreed by and between the parties hereto that the Equipment and all persons operating the 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, maintaining, and assembling/disassembling, mobilizing or demobilizing the Leased Equipment. Customer specifically agrees that the SWIR has absolutely no control over any person operating or assisting in operating, using, maintaining or assembling/disassembling the Equipment. Customer agrees to at all times provide, at Customer's sole cost and expense, any operating personnel that may be required to operate the Equipment and competent and experienced supervision (including a "Lift Director") to direct use of the Equipment and the activities of furnished operating personnel.

**URL: [www.swirusa.com/Incorporations/WorkOrder.pdf](http://www.swirusa.com/Incorporations/WorkOrder.pdf) ARE AGREED TO BY THE LESSOR AND LESSEE. ANY AND ALL OF THESE TERMS AND CONDITIONS ARE ALSO INCORPORATED BY REFERENCE INTO THIS AGREEMENT, AS IF FULLY PRINTED HERE, INCLUDING BUT NOT LIMITED TO INDEMNITY, INSURANCE, LIMITATION OF LIABILITY, OPERATION AND USE OF EQUIPMENT, LIFT DIRECTOR (B30.5), RELEASE AND ASSUMPTION OF LIABILITY.**