

## TERMS AND CONDITIONS FOR RENTAL OF OPERATED CRANES

1. **SITE SUPERVISION:** Lessee assumes responsibility to provide a well prepared working area for the crane. This will involve ensuring:
  - (a) Access roads are adequately prepared.
  - (b) Access to erect and/or extend the boom is available.
  - (c) Blocking is used to support the boom while it is being assembled and dismantled.
  - (d) Operating locations are graded, leveled and compacted.
  - (e) Blocking is always used under outriggers.
  - (f) The crane supplier is advised if the ground is soft and if hardwood mats or cribbing are required.
  - (g) Operating locations are far enough away from shoring, excavations, trenches, buried utilities, foundations, etc. to eliminate risk of collapse.
  - (h) Operating locations are selected to maintain the minimum clearances from power lines. If the minimum clearances are not attainable, the power lines must be shut down, relocated or appropriately insulated by the utility.
  - (i) Ropes or barricades are positioned to prohibit public access to the lift area; particularly around or behind the crane.
  - (j) Full outrigger extension is possible when the crane is required to set up on a city street or public road. This may require obtaining approval (road closure permit) to close one or more lanes of traffic with the presence of a pay duty officer to direct traffic.
2. **LOAD VERIFICATION:** Lessee assumes responsibility to determine the correct load weight and radius and informing the operator. (site supervision should know the maximum radius, load weight and lift height of each "pick" before ordering the crane).
3. **RIGGING CREW:** Lessee assumes responsibility to ensure the rigging crew is experienced and competent. They must be capable of establishing weights; judging distances, heights and clearances; selecting tackle and lifting gear suitable for the loads; and rigging the load safely and securely.
4. **EXCUSE OF PERFORMANCE:** Any prevention, delay or stoppage due to strikes, lockouts, labour disputes, act of God, inability to obtain labour or materials or reasonable substitutes therefore, governmental action, domestic or foreign, riot, civil commotion, fire and other casualty and all other causes beyond the reasonable control of Lessor shall excuse Lessor's performance for a period equal to such prevention, delay, or stoppage. Lessee hereby waives all claims against Lessor for any delay or loss of materials by reason of any shutdown, or failure of the equipment for any reason.
5. **CONFORMANCE TO ALL LAWS:** Lessee agrees to use the equipment in strict compliance with all applicable rules, laws, regulations, and orders.
6. **LIFTING LUGS:** Lessee assumes all liability for the adequacy of design or the strength of any lifting lug or device embedded in or attached to any object.
7. **RENTAL TIME:** Rental time is calculated from the time equipment leaves the yard and extends until the equipment is returned to the yard. If floats are required to transport hoist accessories which are not carried on the crane itself, then transportation charges are levied in addition to the hourly rental rates.
8. **MINIMUM CHARGE:**

HOIST CAPACITY – TONS	MINIMUM – HOURS
8 to 15 (carrydeck)	8
17 to 60	4
65 to 90	6
100 and over	8
9. **ADVERSE WEATHER:** For each day of adverse weather, the lessee will be charged for the working time of the crane or 4 hours (which ever is higher) plus an additional charge for the men only in order to complete an eight (8) hour day. The hourly rate charged for men's time only shall be at the applicable hourly rate.
10. **PREMIUM TIME:** will apply when:
  - Total hours worked exceeds 8 hours,
  - When hours worked are before 7 am and after 4:30 pm.
  - Weekend or holiday work.
11. **TRAVEL AND BOARD ALLOWANCES:** As per union agreement.
12. **FUEL AND INSURANCE SURCHARGE:** Lessee agrees to pay the fuel and insurance surcharge as levied on the pretax total of all invoices.
13. **INSURANCE:** Lessee shall at their own expense to the benefit of Venetor Crane Ltd. as a named insured, insure all things to be moved or lifted against every loss or damage whatsoever.

### Venetor Crane Ltd. – Insurance Limits

Public Liability & Property Damage Limit - \$5,000,000  
Legal Liability for load insurance is limited to - \$500,000