

Rental Contract No./ID: \_\_\_\_\_ (hereinafter, the "Rental Contract")

The undersigned "Customer/Lessee" represents, warrants, acknowledges and agrees to and for the benefit of Mike & Terrie Enterprises, Inc., d/b/a "Handy Rents," an Ohio corporation (hereinafter referred to as "HR" and/or "Lessor") that the undersigned has: (a)(i) selected and carefully examined, inspected and tested each "Rented Item" identified in the above referenced Rental Contract; (ii) found the same to be complete, in good order, condition and repair, fully functioning, free of defects, and otherwise in all ways acceptable and fit for the undersigned's intended use, operation and environment; (b) received all applicable training (including without limitation, training regarding the inspection, maintenance, use, application and operation of each such Item), unit-specific familiarization, instructions and warnings; (c) been notified of (as applicable) each "Item" identified below; and (d) carefully reviewed, and hereby acknowledges and agrees to honor, be bound by, and comply fully with the terms of pages 1 and 2 of this Addendum.

Item / Subject Matter:	Initials: (Customer / Lessee)
<b>Manufacturer's Manuals</b> (Made Available in Hard Copy and/or Online to Customer/Lessee): Including Operation, Maintenance, Parts, Repair and Safety Manuals:	
<b>Manual of Responsibilities:</b> Dealers, Owners, Operators, Users, Lessors, Lessees and Brokers (Made Available in Hard Copy and/or Online to Customer/Lessee):	
<b>Water-Resistant Storage Compartment for Manuals</b> (Customer/Lessee notified):	
<b>Control Functions</b> (Reviewed and explained to Customer/Lessee):	
<b>Safety Devices Specific to Rented Item(s)</b> (Reviewed and explained to Customer/Lessee):	
<b>Tilt and Load Sensor(s) / Alarm(s)</b> (Reviewed and explained to Customer/Lessee):	
<b>Tilt-Back Features – Manually Propelled Items</b> (Reviewed and explained to Customer/Lessee):	
<b>Control Labels, Functions and Warnings on Rented Item(s)</b> (Clearly visible and legible):	
<b>Controls – Ground Position</b> (Fully and properly functioning):	
<b>Controls – Platform Basket</b> (Fully and properly functioning):	
<b>Controls – Emergency</b> (Lowering Controls, Motion Alarm, Horn, Creep Switch, Other: (Fully and properly functioning):	
<b>Entry Gate</b> (Opens, Closes and Secures Properly):	
<b>Hoses, Fittings, Electronics, Hydraulics, Components</b> (Fully and properly functioning, tight, and free of leaks and/or other apparent damage/malfunctions):	
<b>Tires, Tracks, Outriggers</b> , as applicable (In good condition, fully and properly functioning):	
<b>DO NOT ATTEMPT TO USE the Rented Item(s)</b> in severe weather (e.g., high winds, lightning, snow, hail, sleet, etc.), on steep or unstable terrain, on or near unblocked rights-of-way, near power line(s) or other electrocution hazards and/or without proper fall protection equipment.	
<b>Other Item-Specific Documents/Items/Procedures/Features:</b> Risk Assessment, Identification of Potential Hazards, Loading and Unloading, Mitigation Steps, Rescue Plan, Records Retention, Other(s): _____	

Safety Equipment:	Accept:	Decline:	Customer/Lessee has been informed of the need for, and has been offered (on reasonable terms) all fall protection equipment ("FPE") referenced on Page 2 and in the columns to the left, but has declined the same, except as noted herein.* Customer/Lessee represents and warrants that he/she/it has carefully inspected each item of FPE accepted, <b><i>has ensured that it fits properly</i></b> , and has found the same to be in good order, condition and repair, complete and free of defects, and otherwise in all ways acceptable. Customer/Lessee: (a) has received or been offered, and agrees to furnish to all users, operators and occupants of the Rented Item(s), all required FPE, familiarization and training; and (b) assumes full responsibility for using, and causing all such users, operators and occupants to use and comply with the same.
Harness(es)			
Lanyard(s)			
Other FPE:			

\* **Important Note:** Customer/Lessee will be deemed to have declined all FPE with respect to the current rental and with respect to future rentals from HR, unless with respect to each such rental, Customer/Lessee completes this Addendum and checks or initials "**Accept**" above, evidencing its acceptance of the specified FPE in each case.

Executed as of the date of such Customer's/Lessee's receipt of the Rented Item(s) identified in the above referenced Rental Contract(s).

<b>Customer/Lessee:</b> _____  <b>Signature:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____
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You, the "Customer" or "Lessee," have rented one or more "aerial work platform(s)," "mobile elevating work platform(s)," "lift(s) and/or scaffolds (a/k/a: "Rented Item(s)" or "Item(s)") from Mike & Terrie Enterprises, Inc., d/b/a "Handy Rents" ("Lessor" or "HR"), under the terms of the Rental Contract you have executed with HR (the "Rental Contract") identified on Page 1 of this Addendum (capitalized terms used but not defined herein having the meanings assigned thereto in such Rental Contract). You acknowledge and agree that, under Occupational Safety & Health Administration ("OSHA") guidelines, including Title 29 of the Code of Federal Regulations, Parts 1910 and 1926, and ANSI/SIA 92.2-92.9, 92.22 and 92.24 (and their successor provision(s), as applicable), ALL USERS, OPERATORS AND OCCUPANTS OF SUCH ITEM(S) ARE REQUIRED TO USE OR WEAR FALL ARREST / PROTECTION / RESTRAINT EQUIPMENT ("FPE"), and all employers are responsible for ensuring that their employees: (a) use or wear FPE when operating such Rented Item(s); and (b) receive training and familiarization enabling such employees to properly use, inspect and maintain such FPE. Accordingly, you hereby acknowledge and agree as follows with respect to all of the Rented Item(s) listed in the Rental Contract (and with respect to any and all future rentals from HR, you will ensure the following):

- (1) that the recommended or required FPE has been made available to you by HR on reasonable terms;
- (2) that you have elected to Accept or Decline such FPE, as set forth on Page 1, with full knowledge of the potential hazards associated with using the Rented Item(s), as well as the hazards associated with failing to use FPE;
- (3) that you have personally inspected, examined, tested and approved each Rented Item as well as all FPE prior to attempting to use it/them or making it/them available for use by any other party(ies) at any time;
- (4) that HR has offered to you, on reasonable terms, any and all required training with respect to the Rented Item(s);
- (5) that you have received and understand the required familiarization with respect to each Rented Item; and
- (6) that you have: (a) received, carefully reviewed, and fully understand all applicable instructions and warnings, including without limitation EPA, NFPA, ASTM, SAIA, SSFI, ASSE, ASME, IEEE, OSHA (including OSHA 1910 and 1926.453, and the OSHA Fact Sheet available at: <https://www.osha.gov/Publications/aerial-lifts-factsheet.pdf>), and ANSI/SIA Standards (including without limitation, ANSI/SIA A92, and ANSI/SIA A92.5, A92.6, A92.22 and A92.24) and their respective successor provision(s), as applicable (collectively, "Instructions and Warnings"); and (b) been afforded a reasonable opportunity to ask, and have received satisfactory answers to, any questions you had regarding the same.

You further understand and agree to comply fully and at all times with: (a) the foregoing requirements, including without limitation, all applicable Instructions and Warnings; and (b) the Safety Rules appearing below; and you understand and agree to advise each of your employees and contractors that:

### **WORKING AT HEIGHTS IS INHERENTLY DANGEROUS**

ACCORDINGLY, IN ADDITION TO YOUR OBLIGATIONS UNDER EACH RENTAL CONTRACT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR THE "CUSTOMER" OR "LESSEE" IDENTIFIED IN THE RENTAL CONTRACT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS HR AND EACH TPO (IF ANY) OF THE RENTED ITEM(S), THEIR RESPECTIVE PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST, ANY AND ALL PERSONAL AND/OR BODILY INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") ARISING FROM OR ASSOCIATED WITH ANY ONE OR MORE RENTED ITEM(S), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS ARISING FROM AND/OR IN CONNECTION WITH THE USE, OPERATION, OCCUPANCY, MISUSE, TRANSPORTATION, MOVEMENT, STORAGE, SERVICING, MAINTENANCE, REPAIR AND/OR RETRIEVAL OF SUCH RENTED ITEM(S), ANY REFUSAL AND/OR FAILURE TO PROPERLY USE FPE IN CONNECTION THEREWITH, AND/OR ANY OTHER BREACH OF THE ABOVE REFERENCED RENTAL CONTRACT(S), WHETHER BY YOU OR BY ANY ONE OR MORE OTHER PERSON(S).

This Addendum, together with the Safety Rules appearing below, supplements the Rental Contract and each other rental contract entered into between you and HR at any time, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of the Indemnitees (or any of them) under such Rental Contract(s), at law or in equity. Neither this Addendum nor the Rental Contract (nor any other rental contract with HR) may be otherwise modified, unless authorized in writing by HR.

Following is a summary of some common-sense rules designed to promote safety in the use of aerial work platforms, mobile elevating work platforms, lifts, ladders and scaffolds. You are directed to review the applicable OSHA Guidelines, ANSI Standards (including ANSI/SIA A92.2-92.9, 92.22, 92.24, and their respective successor provision(s)), SAIA/SSFI Code of Safe Practices, ASSE Standards, manufacturer(s) use and safety instructions, and state and local laws, rules and regulations (collectively, "Applicable Safety Standards"). The following rules are included for informational purposes only, and are NOT intended to: (a) serve as a comprehensive list of safety measures; or (b) supplant any Applicable Safety Standards (to which the Lessee is directed for further information):

1. POST THESE SAFETY RULES IN A CONSPICUOUS PLACE, and be sure that all users are aware of them;
2. COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS, AND GUIDELINES;
3. CAREFULLY INSPECT ALL RENTED ITEMS AND FPE REGULARLY AND BEFORE EACH USE: Never use any Rented Item(s) or FPE that is/are malfunctioning, severely worn, defective, damaged or deteriorated in any way;
4. SURVEY THE JOB SITE, and make certain it is reasonably flat, stable, dry, properly and sufficiently compacted and free of obstacles, and identify and eliminate potential hazards associated with the use of the Rented Item(s);
5. **DO NOT ATTEMPT TO USE THE RENTED ITEM(S) IN SEVERE WEATHER** (e.g., winds exceeding 25 mph, lightning, snow, hail, sleet, etc.), on steep or unstable terrain, on or near unblocked rights-of-way or vehicular traffic areas (unless a spotter and/or safety cones are properly used/deployed), near power line(s) or other electrocution hazards and/or without proper fall protection;
6. KEEP ALL RENTED ITEMS AND FPE IN GOOD CONDITION AND REPAIR. Avoid using rusted or corroded items;
7. CAREFULLY INSTALL ALL ACCESSORIES in accordance with the manufacturers' recommended procedures;
8. DO NOT USE, OR PERMIT ANYONE ELSE TO USE, RENTED ITEM(S) IF YOU/THEY ARE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, OR IF YOU/THEY ARE FEELING WEAK, DIZZY, DROWSY OR OTHERWISE IMPAIRED;
9. DO NOT JUMP ONTO OR OFF OF PLATFORMS OR PLANKS;
10. **DO NOT ATTEMPT TO MODIFY, ALTER, DISCONNECT, DISMANTLE OR REPAIR ANY RENTED ITEM(S), SAFETY DEVICE(S) OR FPE;**
11. IF ANY RENTED ITEM APPEARS DEFECTIVE OR IN NEED OF MAINTENANCE OR REPAIR, **IMMEDIATELY:** (A) CEASE USING SUCH RENTED ITEM; (B) TAKE REASONABLE STEPS TO ENSURE THAT NO ONE ELSE ATTEMPTS TO USE IT; AND (C) **NOTIFY HR;**
12. DO NOT INTERMIX PARTS FROM DIFFERENT MANUFACTURERS;
13. CONSULT THE MANUFACTURER WHEN IN DOUBT; NEVER TAKE CHANCES;
14. SECURELY FASTEN ALL BRACES;
15. DO NOT CLIMB on or outside of any Rented Item(s) unless specifically designed for climbing;
16. **CAREFULLY PLACE AND MAINTAIN ANCHORS, OUTRIGGERS AND OTHER STABILIZING DEVICES** on level and stable surfaces, and in accordance with the manufacturers' instructions;
17. **NEVER EXCEED RATED CAPACITY(IES)** OF RENTED ITEM(S) (including number of occupants, load dimensions, size and/or weight);
18. PROVIDE A GUARDRAIL SYSTEM, FALL PROTECTION AND TOEBOARDS WHERE REQUIRED;
19. **DO NOT ERECT RENTED ITEM(S) NEAR ELECTRICAL POWER LINES; POWER LINES POSE ELECTROCUTION HAZARDS;**
20. NEVER ATTEMPT TO REPOSITION (MOVE) AN AWP, MEWP, LIFT, LADDER OR SCAFFOLD WHILE OCCUPIED; and
21. DO NOT PLACE LADDERS OR SIMILAR DEVICES ON TOP OF RENTED ITEM(S) IN AN EFFORT TO INCREASE THEIR HEIGHT.

You agree to carefully review and **post in a conspicuous place all applicable OSHA Guidelines (including those contained in 29 CFR Parts 1910 and 1926), ANSI/SAIA 92.2-92.9, 92.22, 92.24, and the Code of Safe Practices** available at <http://www.ssfi.org/safety.htm> (and their respective successor provision(s), as applicable), and to ensure that, at all times hereafter, all persons who erect, dismantle or use any Rented Item(s) are made aware of, and comply with, such guidelines as well as the foregoing Safety Rules.

**CUSTOMER/LESSEE AGREES TO ENSURE THAT ONLY PROPERLY TRAINED, INSTRUCTED AND FAMILIARIZED ADULTS ARE PERMITTED TO USE, OPERATE, OCCUPY OR OTHERWISE ACCESS THE RENTED ITEM(S) AT ANY/ALL TIME(S).**

This Addendum supplements and shall be deemed incorporated into the above referenced Rental Contract and each other rental contract for the same type(s) of Rented Item(s) you enter into with HR now or in the future, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of HR under such contract(s), at law or in equity. Neither this Addendum nor the above referenced Rental Contract(s) may be otherwise modified, unless authorized in writing by HR. Customer's handwritten, digital, electronic, photocopied and/or facsimiled signature on Page 1 will be enforceable as an original with respect to each of Pages 1 and 2 of this Addendum.