

## **AERIAL EQUIPMENT (MEWP) ADDENDUM**



Contract No./ID:	(hereinafter,	tha '	(Contract")
Contract No./1D.	(Heremarter,	the	Contract )

The undersigned "Customer/Lessee" represents, warrants, acknowledges and agrees to and for the benefit of First Place Rental, Inc., an Illinois corporation (also referred to herein as "FPR" and/or "Lessor") that the undersigned has: (a)(i) selected and carefully examined, inspected and tested each "Item" of aerial equipment (a/k/a "Aerial Work Platform," "AWP," "Mobile Elevating Work Platform" or "MEWP") identified in the above referenced 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 and every "Safety Item / Issue" identified below; and (d) carefully reviewed, and hereby acknowledges and agrees to honor, be bound by, and to fully and timely comply at all times with each such Safety Item / Issue as well as the terms of Pages 1 and 2 of this Addendum.

Safety Item / Issue:	Initials: (Customer / Lessee)
Manufacturer's Manuals (Made Available in Hard Copy and/or Online to Customer/Lessee): Including Operation, Maintenance, Parts, Repair and Safety Manuals:	
Water-Resistant Storage Compartment for Manuals (Customer/Lessee notified):	
Control Functions (Reviewed and explained to Customer/Lessee):	
Safety Devices Specific to the Item(s) Rented or Sold, as applicable (Reviewed and explained to Customer/Lessee):	
Tilt and Load Sensor(s) / Alarm(s) (Reviewed and explained to Customer/Lessee):	
Tilt-Back Features - Manually Propelled Items (Reviewed and explained to Customer/Lessee):	
Control Labels, Functions and Warnings on Item(s) Rented or Sold, as applicable (Clearly visible and legible):	
Controls – Ground Position (Fully and properly functioning):	
Controls – Platform Basket (Fully and properly functioning):	
Controls – Emergency (Lowering Controls, Motion Alarm, Horn, Creep Switch, Other:(Known and understood by Customer, and fully and properly functioning):	
Entry Gate (Opens, Closes and Secures Properly):	
Hoses, Fittings, Electronics, Hydraulics, Components (Fully and properly functioning, tight, and free of leaks and/or other apparent damage/malfunctions):	
Tires, Tracks, Outriggers, as applicable (In good condition, fully and properly functioning):	
DO NOT ATTEMPT TO USE any Item(s) in severe weather (e.g., winds in excess of wind rating(s), 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/devices.	
Other Item-Specific Documents/Items/Procedures/Features: Risk Assessment, Identification of Potential Hazards, Loading and Unloading, Mitigation Steps, Rescue Plan, Records Retention, Applicable Inspection Form(s), Manufacturer(s)' Policies and Procedures; Other(s):	

Safety Equipment:	Initials:
Harness(es)	**************************************
Lanyard(s)	
Other FPE:	

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. If the Customer/Lessee elects to use such FPE, Customer/Lessee represents and warrants that he/she/it will carefully inspect each item of FPE before each use, ensure that it fits properly, and veryify that such FPE is in good order, condition and repair, complete and free of defects, and otherwise in all ways acceptable to Customer/Lessee. Customer/Lessee further agrees to: (a) furnish to all users, operators and occupants of the Item(s), all required FPE (whether or not made available by Lessor), as well as all applicable familiarization and training; (b) use and/or wear, and ensure that all other users, operators and occupants of such Item(s) use and/or wear the appropriate FPE at all times; (c) ensure that all such FPE fits properly and is in good order, condition and repair, complete and free of defects before each use; (d) ensure that only competent and fully and properly trained, familiarized and supervised persons use, operate and/or occupy such Item(s) at all times; and (e) ensure that all users, operators and occupants of such Item(s) fully and timely comply with each of the requirements of this Addendum and all applicable laws, rules and regulations at all times.

Important Note: In addition to its other obligations to FPR, Customer/Lessee agrees to indemnify, defend and hold harmless FPR for, from and against any and all liabilities, claims, damages, losses, costs and expenses arising from or associated with any failure by Customer/Lessee to fully and timely comply whit the requirements of this Addendum.

The Customer/Lessee executing this Addendum acknowledges that such Customer/Lessee has <u>carefully reviewed and will fully and timely comply at all times with each of the requirements set forth on Pages 1 and 2 hereof.</u>

This Addendum shall bind the Customer/Lessee and his/her/its insurers, subrogees, successors and permitted assign(s). Executed as of the date of such Customer's/Lessee's receipt of the Item(s) identified in the above referenced Contract(s).

Customer/L	essee:		
Signature: Name: Title:			usa u



## **AERIAL EQUIPMENT (MEWP) ADDENDUM**



You, the "Customer" or "Lessee," have rented or purchased 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 First Place Rental, Inc., an Illinois corporation (also referred to herein as "Lessor" or "FPR"), under the terms of the Rental (or other) Contract you have executed with FPR (the "Contract") identified on Page 1 of this Addendum (capitalized terms used but not defined herein having the meanings assigned thereto in such Contract). You acknowledge and agree that, under applicable guidelines, including ISO 16368, and: (a) in the United States, Occupational Safety & Health Administration ("OSHA") guidelines (including CFR Title 29, Parts 1910 and 1926, and ANSI/SIA A92.2-92.9, 92.22 and 92.24); (b) in Canada, CSA B354; and (c) in Europe, the European Machinery Directive and EN280 (and their respective successor(s), as applicable), USERS, OPERATORS AND OCCUPANTS OF CERTAIN ITEM(S), INCLUDING BOOM LIFTS, MAY BE REQUIRED TO USE OR WEAR FALL ARREST, PROTECTION, AND/OR RESTRAINT EQUIPMENT ("FPE"), and all employers are responsible for ensuring that their employees and all others who come into contact with the Item(s): (i) use or wear FPE when operating such Item(s); and (ii) receive training and familiarization enabling such employees to properly use, inspect and maintain the Items and any required FPE. Accordingly, you acknowledge and agree as follows with respect to all Item(s) listed in the Contract (and with respect to any and all future rentals and/or purchases from FPR, you will ensure the following):

\*\*Addentified on Page 1 of this Addentified on Page 1 of this Rental Item 1 of the Item 2 of the Page 1 of the Page 1 of the Page 2 of the Page 2 of the Page 3 of the

- that any and all applicable FPE has been made available to you on reasonable terms (whether by FPR or by one or more other party(ies)) (or you already have your own FPE);
- (2) that you have full knowledge of the potential hazards associated with using the Item(s), as well as the hazards associated with failing to use FPE;
- (3) that you have personally selected, inspected, examined, tested and approved each Item as well as any and 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 FPR has offered to you, on reasonable terms, any and all applicable training with respect to the Item(s);
- (5) that you have received and understand all applicable familiarization with respect to each Item;
- that a site risk assessment is performed to identify hazards, and control measures are developed, in order to limit or eliminate hazards at each worksite; (6)
- (7)that only fully and properly trained, authorized and supervised personnel shall be allowed to use, operate, occupy or otherwise deal with the Rented Item(s) at any/all time(s);
- that a trained and qualified supervisor will remain present to monitor performance of the work performed using any Rented Item(s) and ensure compliance with the above standards;
- (9)that all required inspections and maintenance shall be timely and properly performed on all Rented Item(s) (unless otherwise agreed in writing by FPR), and that all inspection. maintenance and repair personnel shall have been trained by a qualified person to inspect, maintain and repair such Item(s) in accordance with the manufacturer's instructions; and
- that you have: (a) received, carefully reviewed, and fully understand all applicable instructions and warnings, including without limitation international (including ISO 16368), U.S. (including EPA, NFPA, ASTM, SAIA, SSFI, ASSP, ASME, IEEE, OSHA [including OSHA 1910 and 1926, and the OSHA Fact Sheet available at: <a href="https://www.osha.gov/Publications/aerial-lifts-factsheet.pdf">https://www.osha.gov/Publications/aerial-lifts-factsheet.pdf</a>], ANSI/SIA [including ANSI/SIA A92, and ANSI/SIA A92.5, A92.6, A92.22 and A92.24], Canadian (CSA B354), European (Machinery Directive and EN280) and other applicable standards (and their respective successor provision(s), if any) (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 of the same and that:

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

ACCORDINGLY, IN ADDITION TO YOUR OBLIGATIONS UNDER EACH RENTAL, SALE AND/OR OTHER APPLICABLE CONTRACT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR THE "CUSTOMER," "RENTER" OR "LESSEE" IDENTIFIED IN THE ABOVE REFERENCED CONTRACT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FIRST PLACE RENTAL, INC., EACH OF THE "INDEMNITEES" IDENTIFIED IN THE APPLICABLE CONTRACT(S) AND THEIR RESPECTIVE INSURERS, SUCCESSORS AND ASSIGNS (REFERRED TO COLLECTIVELY HEREIN AS 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 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, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S), ANY REFUSAL AND/OR FAILURE TO PROPERLY USE FPE IN CONNECTION THEREWITH, AND/OR ANY BREACH OF ANY ONE OR MORE OF THE ABOVE, WHETHER BY YOU OR BY ANY ONE OR MORE OTHER PERSON(S).

Following is a summary of some important safety rules for use of MEWPs, 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, including the laws of Illinois (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):

- POST THESE SAFETY RULES IN A CONSPICUOUS PLACE, COMMUNICATE, and ensure that all users, operators and occupants of the Item(s) are aware of them;
- SELECT AND USE THE PROPER MACHINE FOR THE JOB, and never use machines rated "indoor only" outside or in areas that may be exposed to external wind forces:
- CAREFULLY INSPECT ALL ITEMS AND FPE (TEST THE EMERGENCY DESCENT SYSTEM AND ENSURE YOU HAVE ENOUGH FUEL) REGULARLY AND BEFORE EACH USE: Never use any Item(s) or FPE that is/are malfunctioning, defective, damaged, deteriorated or low on fuel;
- SURVEY THE JOB SITE, perform a SITE RISK ASSESSMENT, make certain it is reasonably flat, stable, dry, properly and sufficiently compacted and free of obstacles, identify and eliminate potential hazards associated with the use of the Item(s), and WATCH OUT FOR GROUND HAZARDS AND OVERHEAD OBJECTS;
- DO NOT ATTEMPT TO USE ANY ITEM IN SEVERE WEATHER OR IN WINDS WHICH EXCEED THE LESSER OF (A) 20 mph; OR (B) THE ITEM'S APPLICABLE WIND RATING (SEE ANSI 92.20 FOR APPLICABLE WIND RATING), 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;
- SECURELY FASTEN ALL BRACES, AND CAREFULLY PLACE AND MAINTAIN ANCHORS, OUTRIGGERS AND OTHER STABILIZING DEVICES on level and stable surfaces; 6.
- WHEN APPROACHING A STRUCTURE, FEATHER CONTROLS AND REDUCE CONTROL SPEEDS; 7.
- KEEP ALL ITEMS AND FPE IN GOOD CONDITION AND REPAIR, and CAREFULLY INSTALL ALL ACCESSORIES in accordance with the manufacturers' instructions; 8.
- DO NOT USE, OR PERMIT ANYONE ELSE TO USE, ANY ITEM(S) IF YOU/THEY ARE UNDER THE INFLUENCE OF ANY INTOXICANT(S) (INCLUDING CANNABIS AND CANNABINOIDS, EVEN IF LEGALIZED, AS WELL AS ALCOHOL), OR IF YOU/THEY ARE FEELING WEAK, DIZZY, DROWSY OR OTHERWISE IMPAIRED;
- DO NOT JUMP ONTO OR OFF OF PLATFORMS OR PLANKS, AND DO NOT CLIMB on or outside of any Item(s) unless specifically designed for climbing;
- DO NOT ATTEMPT TO MODIFY, ALTER, DISCONNECT, CIRCUMVENT, DISMANTLE OR REPAIR ANY ITEM(S), SAFETY DEVICE(S) (INCLUDING WITHOUT LIMITATION, LOAD, TERRAIN AND TILT SENSORS), OR FPE: 11.
- ASSUME THAT THE ITEM(S) ARE NOT EQUIPPED WITH LOAD AND/OR TILT SENSORS UNLESS THEY ARE CLEARLY MARKED OTHERWISE;
- NEVER EXIT A MEWP, unless: (a) it is in the stowed position and the platform is at ground level; or (b) in strict compliance with the manufacturer's written authorization (and in any event, if at height: (i) a properly fitted and attached full body harness and lanyard MUST be used; (ii) winds cannot exceed 20 mph; and (iii) the platform cannot be more than 12 inches from the
- NEVER EXCEED HEIGHT OR WEIGHT LIMITS, OR RATED CAPACITY(IES) OF ANY ITEM(S) (including number of occupants, load dimensions, size and/or weight);
- IF ANY ITEM APPEARS DEFECTIVE OR IN NEED OF MAINTENANCE OR REPAIR, IMMEDIATELY: (A) CEASE USING SUCH ITEM; (B) TAKE REASONABLE STEPS TO ENSURE THAT NO ONE ELSE ATTEMPTS OR IS ABLE TO USE IT; AND (C) NOTIFY FPR;
- PROVIDE A GUARDRAIL SYSTEM, FALL PROTECTION AND TOEBOARDS WHERE REQUIRED;
- DO NOT ERECT ITEM(S) NEAR ELECTRICAL POWER LINES; POWER LINES POSE ELECTROCUTION HAZARDS. THE ITEM(S) ARE NOT ELECTRICALLY INSULATED; 17.
- NEVER ATTEMPT TO REPOSITION (MOVE) AN AWP, MEWP, LIFT, LADDER OR SCAFFOLD WHILE OCCUPIED, unless the Item is specifically designed for doing so; 18.
- 19. DO NOT PLACE STEPS, LADDERS OR OTHER DEVICES IN OR ON ANY ITEM(S) FOR ANY REASON (including without limitation, in an effort to increase height); and
- ESTABLISH, MAINTAIN AND POST AN ANSI / OSHA-COMPLIANT <u>SAFE USE PROGRAM</u> AND AN <u>EMERGENCY RESCUE PLAN</u> per 29 CFR 1926 (For more information, go to: <a href="https://www.ipaf.org/sites/default/files/2018-04/IPAF%20Toolbox%20Talks%20A4%20TE-449-0917-1-en-GB.pdf">https://www.ipaf.org/sites/default/files/2018-04/IPAF%20Toolbox%20Talks%20A4%20TE-449-0917-1-en-GB.pdf</a>).

In the U.S., you shall carefully review and post in a conspicuous place all applicable OSHA Guidelines (including those contained in 29 CFR Parts 1910 and 1926), ANSUSAIA 92.2-92.9, 92.22, 92.24, and the Code of Safe Practices (and their respective successor provision(s), as applicable), and ensure that all persons who erect, dismantle or use any of the llem(s) are made aware of, and comply with, such guidelines as well as the foregoing Safety Rules at all times. YOU AGREE TO ENSURE THAT ONLY PROPERLY TRAINED, INSTRUCTED, FAMILIARIZED AND SUPERVISED ADULTS ARE PERMITTED TO USE, OPERATE, OCCUPY OR DEAL WITH THE ITEM(S) AT ANY/ALL TIME(S)).

This Addendum supplements and shall be deemed incorporated into the above referenced Rental Contract, any contract of sale, and each other rental or sale contract for the same type(s) of Item(s) you enter into with FPR 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 FPR under such contract(s), at law or in equity. Neither this Addendum nor the above referenced Contract(s) may be otherwise modified, unless authorized in writing by FPR. 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.

# **Bucket Lift 55'**

#### NORMAL OPERATING PROCEDURE

Become familiar with the location and function of all controls. Learn to smoothly START and STOP all boom functions.

Perform the following procedures to operate the machine:

- Read and obey all safety precautions and operating instructions, as well as all Federal, State, and Local codes and regulations.
- Conduct a Pre-Operation Inspection by performing all recommended Daily Service Checks.
   Refer to the "Equipment Maintenance" Section of this manual.
- Position the aerial work platform at the work area. Make sure the aerial work platform is on a firm
  and level surface and there are no potential hazards such as overhead obstructions or electrically
  charged conductors. DO NOT operate the aerial work platform if such hazards exist.
- Release both travel latches, (1) the primary latch on the boom rest, and (2) the secondary latch on the Primary Boom, by raising the latch handle and swinging the clasp down.
   Refer to Figure 3-5.

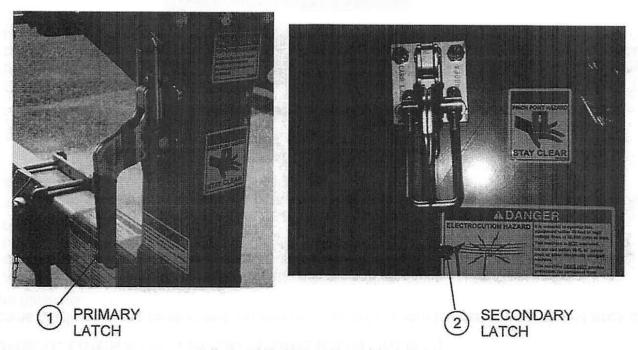


Figure 3-5. Boom Travel Latches

## Bucket Lif 55' Contd. Pg 2

#### NORMAL OPERATING PROCEDURE (CONTINUED)

Become familiar with the location and function of all controls. Learn to smoothly START and STOP all boom functions.

- At the ground (lower) control panel, turn the KEY SWITCH (1) counter clockwise to the GROUND CONTROLS (1a) icon. If power does not come on, make sure that both of the EMERGENCY STOP buttons; GROUND (6), and PLATFORM (5), are pulled out and the main power disconnect plug is plugged in.
- The control microprocessor will perform self-diagnostics to test the operating system. After several seconds, the DISPLAY PANEL window will read:

#### HAULOTTE GROUP ACCESS SOLUTIONS

- Monitor the battery condition indicator during operation and charge the batteries as necessary.
- Extend the four outriggers individually, or for simultaneous extension use the AUTO LEVEL (23) button on the ground (lower) control panel. When the aerial work platform is leveled properly, a buzzer will sound, the two LEDs at each OUTRIGGER (25 and 26) button, and the LED at the AUTO LEVEL (23) button will be lit. Refer to Figure 3-6.

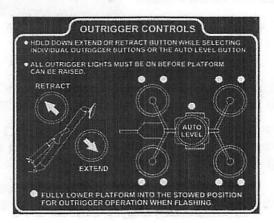


Figure 3-6. Outrigger Control Panel

- Auto Level: Press (push) and hold the EXTEND (21) and AUTO LEVEL (23) buttons at the same time.
- Manual Level: Extend the two outriggers closest to the trailer coupler first. Lower the front pair of outriggers by pressing (pushing) the EXTEND (21) button and the two front OUTRIGGER buttons at the same time. Lower the back pair of outriggers by pressing (pushing) the EXTEND (21) button and the two back OUTRIGGER buttons at the same time.
- Verify that the AUTO LEVEL (23) indicator LED is lit. If the AUTO LEVEL (23) indicator is not lit, the
  aerial work platform may not be level, and the weight of the machine may not be on the outrigger
  foot pad.

NOTE: If the boom is not level or if one or more outriggers are not supporting the machines load the safety interlock system prevents all boom operations.

NOTE: The Range of Motion Diagrams at the ground (lower) and platform (upper) control stations displays the range of platform motion (safe operating zone). Verify that the operating zone is clear of obstructions through 700° of Non-Continuous rotation.

#### **Bucket Lif 55' Contd. Pg 3**

## **NORMAL OPERATING PROCEDURE (CONTINUED)**

- Use the ground (lower) control panel to operate the boom lift functions. Raise, lower, extend and rotate the booms by pressing (pushing) and holding the desired SPEED and function buttons at the same time.
- Fully lower the boom onto the boom rest to enter the platform using a three (3) point contact (both hands and one foot.
- Raise the safety bar and enter the work platform by using a three (3) point contact (both hands and one foot). Put on a safety harness and attach the lanyard to the ANCHORAGE (attachment point) on the side of the platform support beam.
- Use the platform (upper) control panel to operate the boom lift functions. Press (push) the
  desired function button until the LED is lit. Pressing (squeezing) the enable lever on the joystick
  enables the function. Using the color-coded direction arrows move the joystick slightly off center
  in the desired direction.
- Moving the joystick further off center increases the function speed, moving the joystick back toward the center decreases the function speed. Boom motion continues until: the joystick released, the joystick is returned to center, or until the boom reaches a hard stop or a safe travel limit.

**NOTE:** When rotating the turntable, press the desired toggle switch, the turntable will rotate in the desired direction regardless of the direction of the joystick.

When all aerial work platform operations are complete, fully retract all boom extensions. Center
the boom over the boom rest and fully lower the boom until seated in the "stowed" position for
transport.

NOTE: Always fully retract, rotate and lower the boom to the "stowed" position before exiting the platform.

- Turn the key switch to the GROUND CONTROL (1a) position.
- Unfasten the safety harness and exit the platform by using a three (3) point contact (both hands and one foot).
- Engage both travel latches.

NOTE: Refer Figure 3-4 for a visual of these latches.

• Inspect the area beneath the aerial work platform and trailer for obstructions before retracting outriggers. Press (push) and hold the outrigger RETRACT (22) button and the AUTO LEVEL (23) button until all outriggers are fully retracted to their "stowed" (upright) positions.

NOTE: Safety switches prevent outrigger retraction until the boom is completely lowered and in the "stowed" position.

• At the ground (lower) control panel turn the KEY SWITCH (1) to the vertical (power "OFF") position, and remove the key.