

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

The undersigned "Customer/Lessee" represents, warrants, acknowledges and agrees to and for the benefit of ABC Rental Center of Parma Heights, Inc., an Ohio corporation (hereinafter referred to as "ABC" 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)
Manufacturer's Manuals (Receipt by Customer/Lessee): Including Operation, Maintenance, Parts, Repair and Safety Manuals:	<div style="border: 1px solid black; width: 100px; height: 100px; margin: auto;"></div>
Manual of Responsibilities: Dealers, Owners, Operators, Users, Lessors, Lessees and Brokers (Receipt by Customer/Lessee):	
Water-Resistant Storage Compartment for Manuals (Customer/Lessee notified):	
Control Functions (Reviewed and explained to Customer/Lessee):	
Safety Devices Specific to Rented Item(s) (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 Rented Item(s) (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: (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 the Rented Item(s) 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.	
Other Item-Specific Documents/Items/Procedures/Features: 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, <i>has ensured that it fits properly</i> , 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 ABC, 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).

Customer/Lessee: _____

Signature: _____

Name: _____

Title: _____

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 ABC Rental Center of Parma Heights, Inc. ("Lessor" or "ABC"), under the terms of the Rental Contract you have executed with ABC (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/SAIA A92.2-92.9, 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 ABC, you will ensure the following):

- (1) that the recommended or required FPE has been made available to you by ABC 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 ABC 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/SAIA Standards (including without limitation, ANSI/SAIA A92, and ANSI/SAIA 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 ABC AND EACH TPO (IF ANY) OF THE RENTED ITEM(S), THEIR RESPECTIVE PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, PARTNERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, MEMBERS, 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 ABC 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 ABC) may be otherwise modified, unless authorized in writing by ABC.

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/SAIA 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 ABC;**
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 ABC 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 ABC 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 ABC. 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.

4.2 SETTING UP PROCEDURES

FAILURE TO DEPLOY THE OUTRIGGERS CORRECTLY COULD RESULT IN DEATH OR SERIOUS INJURY.



ALL MODELS

- 1) Read and fully comply with all safety precautions and operating instructions in the Operating and Safety manual and the warning decals on the machine.
- 2) Position Niftylift on firm ground, bearing in mind range of boom movement so that any overhead obstructions or possible hazards such as, but not limited to, power cables, telephone lines, drains, manhole covers, etc. can be safely avoided
- 3) **APPLY HANDBRAKE:** Chock wheels and cordon off the area using appropriate cones, barriers and flags.
- 4) Levelling the machine using the hydraulic outriggers can accommodate a slope of up to 12 degrees, if necessary using suitable load bearing pads to support the downhill jacks. Do not elevate the platform unless the base can be corrected to within three degrees of level.
- 5) If the load bearing capacity of the ground is in any doubt the machine must **NOT** be used.
- 6) Release boom travelling clamp.
- 7) Check all red emergency stops are not engaged (i.e. fully out).
- 8) Ensure that the key switch at the ground control station is turned to the "ON" position (i.e. clockwise).
- 9) At the outrigger control station press down and hold the power lever on the right hand side. This activates the power and diverts hydraulic flow to the legs for setting up. Then select the appropriate control lever to begin setup. Note: No power will be available if the booms are not stowed onto the boom rest.
- 10) Using the four outrigger control levers, lower each outrigger onto a firm, level surface and level the machine base ensuring each outrigger foot is taking equal weight with the wheels clear of the ground. Note: Deploy the front two outriggers first to minimise the risk of damaging the jockey wheel.
- 11) Check that the base is level using the spirit level adjacent to outrigger control station as a guide.
- 12) The booms can now be operated from the ground control station by pressing and holding the green power button. Note: If the klaxon alarm sounds check that each outrigger is lowered and each footpad is taking equal weight.
- 13) Always lower booms fully before adjusting, raising, retracting or moving the outriggers in any way.
- 14) Never alter, modify or block any of the safety circuits on the Niftylift.

THIS MACHINE IS NOT ELECTRICALLY INSULATED. DO NOT WORK WITHIN 10FT OF OVERHEAD CABLES EXCEEDING 415 VOLTS



Operating & Safety Instructions

4.3 GROUND CONTROL OPERATION

ALWAYS ALLOW THE ENGINE TO WARM UP BEFORE OPERATING.



4.3.1 GROUND CONTROL INSTRUCTIONS

ALL MODELS

- 1) Check below, above and around the platform for any obstructions or hazards before operating any function.
- 2) Ensure all red emergency stops are out.
- 3) Turn the key switch at the ground control station to the "ON" position (i.e. clockwise).
- 4) Battery/Electric models go to step 11).

DIESEL ENGINE OR BI-ENERGY MODELS

- 5) Turn the main engine ignition switch, located on the side of the canopy through "ON", to the "ST" (start) position and the engine will fire.
- 6) Go to step 11). Note – Unless the diesel engine is running, the TM34T will automatically default to the primary power source (usually battery)

GASOLINE ENGINE OR GASOLINE/ELECTRIC MODELS

- 7) For a cold engine start go to step 8) or for a warm engine start go to step 9).
- 8) **COLD ENGINE:** - turn the engine fuel tap "ON" and engage the choke lever. Turn the main engine ignition through "ON" to "ST" (Start) and the engine will fire. Return the choke lever to its normal running position after the engine is started.
- 9) **WARM ENGINE:** - turn the engine fuel tap on and turn the main engine ignition through "ON" to "ST" (start) position and the engine will fire.
- 10) Go to step 11). Note – Unless the petrol engine is running, the TM34T will automatically default to the primary power source (usually battery)

ALL MODELS

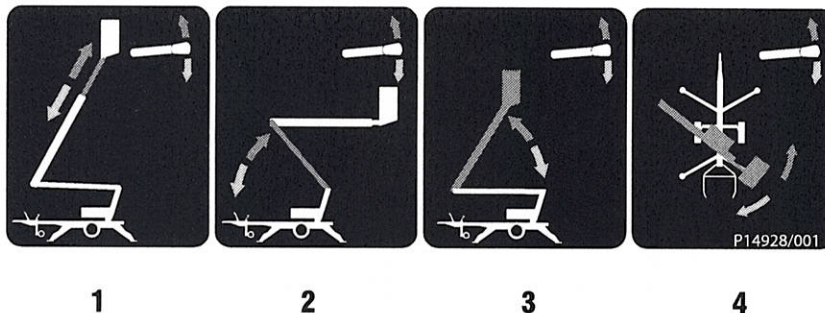
- 11) Push and hold green power button.
- 12) Select the boom function required and operate hand levers in full accordance with manufacturers Operating and Safety manual.
- 13) When not in use return machine to stowed position, fully raise and stow all outriggers, turn the key to the "OFF" position (i.e. anti-clockwise), remove key and chock wheels.

EMERGENCY PROCEDURES

- 1) Push in red emergency stop to shut down all functions.
- 2) Use emergency hand pump to provide motive power and manoeuvre the machine as normal using the hand levers (Basket or Base).

4.3.2 BOOM FUNCTIONS

- 1) Push and hold green power button.



- 2) Select lever 1, 2, 3 or 4 for desired boom function.

1 Operates Telescope	UP for out	DOWN for in. **
2 Operates Lower Boom	UP for up	DOWN for down
3 Operates Upper Boom	UP for up	DOWN for down
4 Operates Swing	UP for right	DOWN for left

** (If applicable, Ground control of telescoping is optional).



ALWAYS ENSURE THE AERIAL PLATFORM IS ON A FIRM SURFACE AND THE AREA IS FREE OF ANY OVERHEAD OBSTRUCTIONS.

ENGAGING THE RED EMERGENCY STOP BUTTON WILL SHUT DOWN THE ENGINE AND THE ELECTRIC CIRCUIT PREVENTING OPERATION OF ANY FUNCTION.

Operating & Safety Instructions

4.4 BASKET CONTROL OPERATION



NEVER START THE NIFTYLIFT IF YOU SMELL GASOLINE, LIQUID PROPANE OR DIESEL. THESE FUELS ARE FLAMMABLE.

BEFORE OPERATING THE NIFTYLIFT ENSURE THAT EACH OPERATOR HAS READ AND FULLY UNDERSTOOD THE OPERATING MANUAL. FAILURE TO DO SO MAY RESULT IN DEATH OR SERIOUS INJURY.

*****FOR COLD START PROCEDURES SEE SECTION 4.3.1*****

ALWAYS ALLOW THE ENGINE TO WARM UP BEFORE OPERATING.

4.4.1 BASKET CONTROL INSTRUCTIONS

ALL MODELS

- 1) **NEVER** exceed the maximum basket capacity.
- 2) Check below, above and around the basket for any obstruction or hazards before operating any function.
- 3) Ensure all red emergency stops are out.
- 4) Remove the key from the ground control station (turn key anti-clockwise) and put the key in the basket control station and switch to "ON" (clockwise).
- 5) Battery electric models go to step 11).

DIESEL ENGINE OR BI-ENERGY MODELS ONLY

- 6) Ensure that the main engine ignition switch is "ON". Turn the "Engine Start" switch on the basket control box clockwise and the engine will fire.
- 7) Go to step 11). Note – Unless the diesel engine is running, the TM34T will automatically default to the primary power source (usually battery).

GASOLINE ENGINE OR GASOLINE/ELECTRIC MODELS ONLY

- 8) Ensure that the fuel tap is turned to the "ON" position and that the main engine ignition switch is "ON". Turn the "Engine Start" switch on the basket control box clockwise and the engine will fire.
- 9) Go to step 11). Note – Unless the petrol engine is running, the TM34T will automatically default to the primary power source (usually battery)
- 10) If the engine is too cold to start from the basket, try starting from the ground controls as described in step 8) of the ground control operation section (4.3.1).

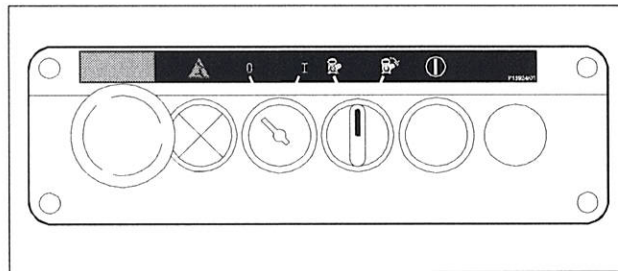
ALL MODELS

- 11) Push and hold green power button.
- 12) Select the boom function required and operate hand levers in full accordance with manufacturers Operating and Safety manual.
- 13) When not in use return machine to stowed position, fully raise and stow all outriggers, turn the key to the "OFF" position (anti-clockwise), remove key and chock wheels.

EMERGENCY PROCEDURES

- 1) Push in red emergency stop to shut down all functions.
- 2) Use emergency hand pump to provide motive power and manoeuvre the machine as normal using the hand levers (Basket or Base).

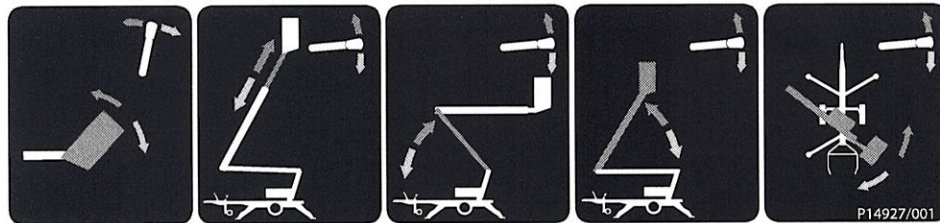
BASKET CONTROL STATION



(BI-ENERGY MODEL)

4.4.2 BOOM FUNCTIONS

- 1) Push and hold green "Power Control" button



1 2 3 4 5

- 2) Select lever 1, 2, 3, 4 or 5 for desired function

1 Operates Basket Lev.	FWD for forward	BACK for back
2 Operates Telescope	UP for out	DOWN for in.
3 Operates Lower Boom	UP for up	DOWN for down
4 Operates Upper Boom	UP for up	DOWN for down
5 Operates Swing	UP for right	DOWN for left