

EXHIBIT A

TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT:** This Agreement sets forth the entire understanding of the parties, and shall supersede and/or replace any oral or written agreements relating to this subject matter entered into by the parties before the date of this Agreement.
2. **INDEMNIFICATION:** Lessee agrees that the Equipment and all persons operating such equipment, including Lessor's employees, are under Lessee's exclusive jurisdiction, supervision and control and agrees to indemnify, defend and hold Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, and from all loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee'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, attorney fees and costs of settlement.

Lessee shall not be required to indemnify Lessor for Lessor's sole negligence, but Lessor's liability for damage caused by the sole negligence of Lessor, its agents and employees, hereunder shall be limited to the amount of Lessor's liability insurance.
3. **WAIVER OF SUBROGATION:** Lessee, and all parties claiming under them, release and discharge Lessor from all claims and liabilities arising from or caused by any hazards covered by insurance in connection with the Equipment and its operation, regardless of the cause of the damage or loss. Lessee shall cause appropriate provisions to be included in its respective insurance policies waiving subrogation against the Lessor.
4. **RIGHT TO CONTROL:** It is expressly agreed by and between the parties hereto that the Equipment and all persons operating the Equipment, including the Lessor's employees, are under the exclusive jurisdiction, supervision, and control of Lessee under this Agreement. It shall be the duty of Lessee to give specific instructions and directions to all persons operating the Equipment. Lessee specifically agrees that there is a complete surrender by Lessor of control with regard to the aforementioned personnel and Equipment and not simply a division of control. Lessee shall have the right to control the operation of the Equipment and personnel furnished, provided the same is within reasonable industry standards.
5. **COMPETENT OPERATION BY LESSEE:** Lessee agrees to provide competent and experienced personnel to direct the operation of the Equipment and further agrees, to provide clear and concise directions to the operating personnel utilizing the standard crane and derrick signals in accordance with ANSI B30.5-1982, when applicable Lessee further agrees to use said Equipment in accordance with the manufacturer's rated load capacities for such Equipment. Lessee expressly agrees that counter weight shall not be in excess of the manufacturer's specifications for the Equipment, and it shall be the duty of Lessee to determine said specifications prior to directing the operation of the Equipment.
6. **EXCUSE OF PERFORMANCE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor and materials or reasonable substitutes therefor, governmental action, domestic or foreign, riot civil commotion, fire or other casualty and all other causes beyond the reasonable control of the Lessor shall excuse Lessor's performance of its obligations hereunder for a period equal to the duration of such event. It is expressly agreed that Lessor shall not be liable to Lessee or to any other person, firm, corporation or entity for any delay or loss of materials by reason of any shutdown or failure of Equipment for any reason not within the reasonable control of Lessor.
7. **CONFORMANCE TO ALL LAWS:** Lessee agrees to utilize the Equipment and personnel leased hereby in strict compliance with all applicable rules, laws, regulations, and orders. Lessor shall have no liability or responsibility for the design or strength of any lifting lug or device embedded in or attached to any object.
8. **LESSEE TO SUPPLY RIGGING:** Lessee agrees to supply any and all rigging or lifting apparatus, including, but not limited to slings, chains, hooks, chokers, and loadblocks, attached to any object. If Lessee wishes to use any such rigging or lifting apparatus belonging to the Lessor, Lessee agrees to inspect and assume all liability for the adequacy of design or capacity of the rigging or lifting apparatus it selects.
9. **OVERTIME:** Shift work hours before 8 AM and after 4:30 PM are at premium time rates, as is all day Saturday, Sunday, and Holidays.
10. **MINIMUM TIME:** All Equipment is subject to a 4 hour minimum charge which includes an 4 hour operator charge.
11. **TAXES:** All taxes on this Equipment are payable by Lessee while in its care and possession.
12. **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the State of Michigan.