

BEYEL BROTHERS, INC.

550 Cidco Road, Cocoa, FL 32926

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Customer Indemnification, Release and Hold Harmless Agreement

This Agreement is made on this _____th day of _____, 20_____, by and between BEYEL BROTHERS, INC., its subsidiaries, affiliated companies, agents and employees (hereinafter "Crane Company"), whose address is 550 Cidco Road, Cocoa, FL 32955 and _____ (hereinafter "Customer"), whose address is _____

The Work performed hereunder shall consist of:

Contracted services as detailed in purchase orders, proposals or as otherwise agreed to by the parties hereto.

In addition to the terms and conditions set forth in any purchase orders, proposals, written or oral agreements or other contractual obligation, with respect to the referenced Work and in consideration therefore, the Customer agrees to the following:

To the fullest extent permitted by law, Customer agrees to indemnify, defend, and save Crane Company, its employees and agents harmless from all claims for death or injury to persons, including Crane Company's employees, for all loss, damage or injury to property, including the Equipment, arising directly, indirectly, or in any manner out of Customer's work, use, operation, handling, transportation of the Equipment, and possession of the Equipment. Customer'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, attorneys' fees and costs of settlement. Customer shall be required to indemnify Crane Company for Crane Company's own negligence or fault, whether the negligence or fault of the Crane Company be direct, indirect or derivative in nature and whether the damages claimed are caused in whole or in part by the acts, errors or omissions of the Crane Company or its employees and agents. However, the indemnification above shall not be limited in any way by any limitation on the type of damage, compensation or benefits payable by or for the Customer under workers' compensation acts, disability benefits acts, or other employee benefits acts. If this Crane Rental Agreement is for the performance of work on a public project, Customer's indemnification obligations are further limited by FL ST §725.06(2) and (3). Specifically, on public projects Customer shall only indemnify, hold harmless and defend Crane Company and its employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrong misconduct of Customer and persons employed or utilized by Contractor in the performance of the public project. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the providing of such insurance for Crane Company shall not operate to waive any of the above obligations. Pursuant to the provisions of FL ST § 725.06 the parties hereby agree that the indemnification obligations of the above paragraph are limited to the amount of \$5,000,000. The parties hereby further agree that this limitation bears a commercially reasonable relationship to the contract and is incorporated as part of the project specifications or bid documents, if any, and further, that the amounts of the indemnification limitation specified herein bear a commercially reasonable relationship to the contract in light of the risks to person and property which may arise from or relate to the project and work contemplated by this agreement. Crane Company and Customer expressly acknowledge and agree that these indemnification provisions pertain only to claimed damages arising from this contract or its performance and, also, that these provisions shall not require Contractor to indemnify Crane Company for damages to persons or property caused in whole or in part by any act, error, or omission of a party other than: (a) Customer; (b) Customer's Contractors, sub-Contractors, sub-sub-Contractors, materialmen or agents or any tier or their respective employees; or (c) the Crane Company or its officers, directors, agents or employees; provided, however, such indemnification shall not include claims of, or damages resulting from, gross negligence or willful, wanton, or intentional misconduct of the Crane Company or its officers, directors, agents or employees, or for statutory violations or punitive damages, except and to the extent the statutory violations and punitive damages are caused by or result from the acts, errors or omissions of the Customer or any of Customer's Contractors, sub-Contractors, sub-sub Contractor's, materialmen. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or the providing of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand.

Customer agrees to provide, at its cost, ground conditions that are acceptable to the Crane Company. The Customer agrees that it will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be operated. The Customer shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the Equipment while in operation or otherwise. If the ground or soil condition is such that it cannot support the Equipment, the Customer shall take all necessary measures to ensure that these conditions are remedied prior to the Equipment being placed on that ground or soil. These measures include, but are not limited to, the provision of proper shoring or cribbing or other measures. Customer agrees to provide, at its cost, all equipment and personnel necessary to assure the ground conditions are suitable for the Equipment with respect to levelness, surface conditions, support capability underground utilities, subsurface construction and obstructions to Equipment operation. The Customer releases and waives all rights against and will protect, defend, indemnify and hold the Company and its affiliates and their respective officers, directors, agents, and employees (hereinafter "Company Entities") harmless from and against any and all claims, losses, damages, costs (including reasonable attorney's fees even those incurred during any level of appeal) or liabilities arising out of or in performance or connection with this Contract or in performance or connection with the personnel or operation of the rented equipment provided herein, whether claims for same are based on contract, warranty, tort, negligence, strict liability, personal injury (including death), property damage (including but not limited to curbs, sidewalks, septic tanks, driveways, lawns, fences, structures or appurtenances adjacent to the project or job site),

The approval of Customer's methods or the failure of the Crane Company to call attention to improper or inadequate methods or to require a change in methods or direct the Customer to take any particular precautions or to refrain from doing any particular thing shall not excuse the Customer in case of any such injury to person or damage to property.

Crane Company will not be required to provide any security services for the protection of Customer or its property or equipment and will not, in any manner, be answerable or accountable for any loss or damage that shall or may happen to Customer's Work, or any of the materials, equipment or things used or employed performing the Work unless the Crane Company its employees or agents sole negligence should cause the same.

This agreement shall be subject to and governed in accordance with the laws of the State of Florida.

In the event that Customer fails to honor its obligation hereunder and the Crane Company must employ an attorney to enforce the provisions herein, Customer agrees to reimburse Crane Company for costs and attorney fees Crane Company is obligated to expend in enforcing the terms of this agreement or defending itself from any claims covered by this agreement.

THIS AGREEMENT shall be binding upon each of the parties hereto and their respective legal representative, heir, executors, successors and assignees. IN WITNESS WHEREOF,

By: _____
Customer/Authorized Agent

By: _____
Beyel Brothers, Inc.