



WORK ORDER/EQUIPMENT USE AGREEMENT

Date:		Work Order No.:	
Company (also known as "Lessor"):	Pedowitz Machinery Movers		
Customer (also known as "Lessee"):			

THE TERMS AND CONDITIONS OF THIS WORK ORDER/EQUIPMENT USE AGREEMENT (hereinafter "Agreement"), AS SET FORTH ON THIS PAGE, ON THE REVERSE SIDE AND AT URL(S): <https://pedowitz.com/wp-content/uploads/2019/11/All-States-Indemnity-and-Insurance-Addendum-Company-Customer-11-20-19-88-pages.pdf> and www.pedowitz.com/contracts/ ARE AGREED TO BY THE CUSTOMER AND COMPANY. ALL OF THESE TERMS ARE INCORPORATED INTO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO INDEMNITY, INSURANCE, LIMITATION OF LIABILITY, OPERATION AND USE OF EQUIPMENT, RELEASE AND ASSUMPTION OF LIABILITY. THE INDIVIDUAL SIGNING FOR CUSTOMER HAS BEEN GIVEN FULL AND COMPLETE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS AGREEMENT IS VALID FOR THE GREATER OF 364 DAYS, THE DURATION OF THE PROJECT FOR THIS WORK AND FOR ANY OTHER EQUIPMENT THAT IS UTILIZED BY CUSTOMER.

Company:	_____	Customer:	_____
	(Must be signed prior to beginning work)		(Must be signed prior to beginning work)
Name:		Name:	
Title:		Title:	
Date:		Date:	

SCOPE OF WORK/SPECIFICATIONS (continued on reverse side if needed):

THE ABOVE WORK IS VERIFIED AS CORRECTLY PERFORMED BY COMPANY. CUSTOMER CERTIFIES THAT THERE HAVE BEEN NO INCIDENTS INVOLVING THE SCOPE OF WORK AND/OR THE EQUIPMENT AND THAT THE APPROPRIATE PERSONEL WAS PRESENT. THIS AGREEMENT IS VALID FOR THE GREATER OF 364 DAYS OR THE DURATION OF THE PROJECT. LESSEE HAS REVIEWED AND AGREED TO THE TERMS AND CONDITIONS AS SET FORTH ABOVE AND AT URL(S): www.pedowitz.com/contracts/. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE AND MADE A PART OF THIS AGREEMENT AS IF FULLY SET FORTH HEREIN. IN THE EVENT OF ANY CONFLICT, OR INCONSISTENCY BETWEEN THE INCORPORATED DOCUMENTS AND ANY OTHER AGREEMENT OR UNDERSTANDING THE INCORPORATED DOCUMENTS SHALL CONTROL.

Company:	_____	Customer:	_____
	(Must be signed at the end of work)		(Must be signed at the end of work)
Name:		Name:	
Title:		Title:	
Date:		Date:	

THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY PURCHASE ORDER ISSUED AT NY TIME, RELATING TO ANY SCOPE OF WORK FOR ANY QUOTE, BID, OR PROPOSAL. Customer (also known as "Lessee") shall be conclusively deemed to have accepted these Terms and Conditions (hereinafter "Agreement"), and to have entered into this Agreement with Company (also known as "Lessor") and as further described below. These terms and conditions apply to any work performed by or Equipment rented from Jack Pedowitz Enterprises, Inc., Pedowitz Machinery Movers of New Jersey, Inc., Pedowitz Machinery Movers of Florida, Inc., Pedowitz Machinery Movers of Connecticut, Inc., Pedowitz Machinery Movers of Texas, Inc., Pedowitz Machinery Movers of North Carolina, Inc., Jack Pedowitz Machinery Movers, Pedowitz Machinery Movers, Pedowitz Logistics, Ltd, Pedowitz Machinery Movers, LLC, located at 524-526 Baltic Avenue, Brooklyn, NY 11217, 1550 Northwest 24th Ave, Pompano Beach, FL 33069, 10 Evans Way, Branchburg, NJ 08876, 1765 Expressway Drive N, Hauppauge, NY, 111788, Kullman Corp. Campus Dr, 42 Cherry Street, Lebanon, NJ 08833, 571 Plans Rd (Part of 557 Plains Rd), Milford, CT 06461, 557 Plains Road, Milford, CT 06461, 557 Plains Road Milford, CT 06461, 5410 NW 12th Avenue, Fort Lauderdale, FL 33309, 363 Naugatuck Avenue, Milford, CT 06460, 1991 Henry Harris Rd, Conroe, TX 77306, 1841 N Powerline Rd, Pompano Beach, FL 33069, 3316 US Hwy 301 N Wilson, NC 27893. This Agreement shall be interpreted in accordance with the laws of the State of New Jersey and the laws of the United States of America, including, but not limited to, federal transportation laws while the Cargo or Equipment is in transit. For work performed outside the State of New Jersey set forth in paragraphs 3 & 4 below, paragraphs 3 & 4 are deleted and incorporated by reference into this Agreement are the state specific indemnity and Insurance provisions found at URL: <https://pedowitz.com/all-states-indemnity-and-insurance-addendum>. Company and Customer, each shall be known as a Party and together they shall be known as Parties. These terms and conditions apply to all work performed by Company. Company's Quotation or Proposal is subject to acceptance within sixty (60) days and is conditional upon satisfactory arrangements being made with respect to payment, credit and/or security. This Work Order, Quotation or Proposal limit the scope of Company's work and supersede any prior understandings or agreements. Quotes and Proposals are based on the US Department of Energy (DOE) West Coast Average weekly price per gallon of diesel fuel. Should this index increase by \$0.05 or more, from time of the Quote or Proposal are subject to change. Company's price is based on the weight(s) and dimensions provided by customer. The price is subject to change should any of the dimensions or weight(s) vary from those provided by Customer. All third-party charges that Contractor is required to pay will be charged at Contractor's cost plus 20%. Free and clear access to all work areas must be provided by Customer. Time spent by Contractor to clear the work area or to gain access to install or remove equipment will constitute additional labor and material above the Quote or Proposal price.

CHANGE IN CONDITIONS. Any changes to the condition of the site or work from the time of the Proposal to the time when Company starts the work shall be the responsibility of the customer. Customer shall immediately notify Company by email of any changes not previously disclosed regarding the setup or site conditions. In the event of an increase in the work, the



Contract price shall be increased by a fair and reasonable valuation based upon the original contract rates. If there is either an increase or decrease in work, Customer shall authorize an extra work notification or change order to Company. Signing a time sheet is an automatic or extra work notification or change order & serves as authorization of overtime pay.

NEW JERSEY INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEW JERSEY LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEW JERSEY LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF CUSTOMER'S OPERATION OR USE OF THE EQUIPMENT. CUSTOMER'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF COMPANY ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. CUSTOMER'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEW JERSEY LAW. -- 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 Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer shall not be required to indemnify or hold harmless the Company against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Company, its agents, or employees. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, but only to the full extent permitted by law, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time or inability to use the Equipment, and costs of testing of property, Equipment, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters to any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

NEW JERSEY INSURANCE. To the fullest extent permitted by New Jersey law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to the equipment's arrival on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God during the rental term and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Additional insured coverage shall include, but not be limited to, coverage for Company's complete scope of work, including all services, advice, recommendations, plans or specifications provided; j) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; k) Customer shall name Company as a Primary Loss Payee on all insurance policies, l) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; m) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; n) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and q) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands at this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement. COMPANY SHALL BE CERTIFICATE HOLDER, LOSS PAYEE AND ADDITIONAL INSURED.

SCOPE OF WORK/SPECIFICATIONS (Continued)

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