

Date of Issuance: 08/08/2024	Effective Date: 09/14/2023
Owner: Town of Pendelton	Owner's Contract No.: #219091-21-049G
Contractor: Sicoli Construction Services, Inc.	Contractor's Project No.:
Engineer: Nussbaumer & Clarke, Inc	Engineer's Project No.: 22J1-0123
Project: Town of Pendelton Community Center	Contract Name: General Construction Contract

The Contract is modified as follows upon execution of this Change Order:

Roof Exhausting of Mechanical Penetrations, Framing of Access Panel in Mech Room, & Installation of Louver

Description:

**Change Request #37 - Install of Louvers, Change Request #38 - Window Access Panel Framing-Install, Change Request #39 - Exhaust Venting-Roof Openings R1**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>1,749,700.00</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>GC-1</u> to No. <u>GC-20</u> :  \$ <u>179,332.25</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <u>1,929,032.25</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
<b>Increase</b> of this Change Order:  \$ <u>3,417.17</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>1,929,032.25 – Utilizing Contract Allowance</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By:  Contractor (Authorized Signature)
Title: _____ Construction Services Manager, Nussbaumer & Clarke, Inc.	Title: _____	Title: _____ Vice President
Date: _____ 08/08/2024	Date: _____	Date: _____ 08/08/2024

# SICOLI Construction Services, Inc.

4800 Hyde Park Blvd.  
Niagara Falls New York 14305  
Phone: (716)205-0540  
Fax: (716)205-0541

VIA EMAIL

July 3, 2024

Nussbaumer & Clarke, Inc.  
3556 Lake Shore Road, Suite 500  
Buffalo, NY 14219

Attn: Christopher Freese

Re: Town of Pendleton Community Center  
SCS Job #198, **CR#37**

Chris,

Per your request, to install louvers provided by Mechanical Prime, we hereby submit the following quotation for Change Order:

**TOTAL OF CR #37:**

**\$ 615.39**

**(See attached breakdown)**

Please issue the appropriate Contract Change Order in the very near future, so we may include this charge as part of our next payment application.

If you have any questions, please feel free to contact me at your convenience at the above number. My extension is 106.

Sincerely,  
Sicoli Construction Services, Inc.



Vice President



## Change Request Breakdown

Date : 7/3/2024

Job #198 - Town of Pendleton Community Center

CR #37 - Install of Louvers

<b>Sicoli Construction</b>				
<u>SCS Job Foreman</u>		Hour(s) @	\$130/hr	\$0.00
<u>SCS Carpenter</u>	5	Hour(s) @	\$100/hr	\$500.00
<u>Material &amp; Equipment</u>				\$35.12
<b>Subcontractor(s)</b>				
Subtotal =				\$0.00
O&P =				\$0.00
Subcontractor Total =				\$0.00
Subtotal =				\$0.00
O&P =				\$0.00
Subcontractor Total =				\$0.00
Subcontractor Grand Total =				\$0.00
SCS Grand Total =				\$535.12
SCS O&P =	15% on SCS Direct			\$80.27
	5% on Subcontractor			\$0.00
Total of CR #37				\$615.39
Contract Time Increase				(0) Calendar Days

# **SICOLI** Construction Services, Inc.

**4800 Hyde Park Blvd.  
Niagara Falls New York 14305  
Phone: (716)205-0540  
Fax: (716)205-0541**

VIA EMAIL

July 3, 2024

Nussbaumer & Clarke, Inc.  
3556 Lake Shore Road, Suite 500  
Buffalo, NY 14219

Attn: Christopher Freese

Re: Town of Pendleton Community Center  
SCS Job #198, **CR#38**

Chris,

Per your request, to install owner provided window (framing included) & install access panel framing /install in Utility Room 105A, we hereby submit the following quotation for Change Order:

**TOTAL OF CR #38:                          \$ 1,052.84**

**(See attached breakdown)**

Please issue the appropriate Contract Change Order in the very near future, so we may include this charge as part of our next payment application.

If you have any questions, please feel free to contact me at your convenience at the above number. My extension is 106.

Sincerely,  
Sicoli Construction Services, Inc.



Vice President



## Change Request Breakdown

Date : 7/3/2024

Job #198 - Town of Pendleton Community Center

CR #38 - Window & Access Panel Framing/Install

<b>Sicoli Construction</b>				
<u>SCS Job Foreman</u>	2	Hour(s) @	\$130/hr	\$260.00
<u>SCS Carpenter</u>	16	Hour(s) @	\$100/hr	\$1,600.00
<u>Material &amp; Equipment</u>				\$175.51
<u>Broken Window Credit</u>				-\$1,120.00
<b>Subcontractor(s)</b>				
Subtotal =				\$0.00
O&P =				\$0.00
Subcontractor Total =				\$0.00
Subtotal =				\$0.00
O&P =				\$0.00
Subcontractor Total =				\$0.00
Subcontractor Grand Total =				\$0.00
SCS Grand Total =				\$915.51
SCS O&P =	15% on SCS Direct			\$137.33
	5% on Subcontractor			\$0.00
Total of CR #38				\$1,052.84
Contract Time Increase				(0) Calendar Days

# SICOLI Construction Services, Inc.

4800 Hyde Park Blvd.  
 Niagara Falls New York 14305  
 Phone: (716)205-0540  
 Fax: (716)205-0541

No. \_\_\_\_\_

## Additional Work & T/M Daily Sheet

**COMPANY NAME** Sicoli Construction **DAY** 6-11-24  
**JOB LOCATION** \_\_\_\_\_ **DATE** Tuesday

JOB# <u>198</u>		DESCRIPTION OF WORK DONE
RO.# _____		
<input type="checkbox"/> REG. / <input type="checkbox"/> IMA		<u>Access 2x2 / Window Install + Framing</u>

NAME	STRAIGHT TIME			TH OVERTIME			DB OVERTIME			REMARKS:	
	TL	HRS	RATE	AMOUNT	HRS	RATE	AMOUNT	HRS	RATE		AMOUNT
1. <u>Chas Zemeski</u>		8									
2. <u>Carl Zemeski</u>		8									
3.											
4. <u>Chris Sandrich</u>		2									<u>Pick up material</u>
5.											
6.											
7.											
8.											
9.											
10.											
11.											
<b>TOTALS</b>										<b>TOTAL LABOR</b>	

QTY.	EQUIPMENT USED	UNIT	RATE	TOTAL	QTY.	MATERIAL USED	@	TOTAL	
	<u>Saw roll</u>					<u>H.D. Receipt 6/11</u>		<u>97.73</u>	
	<u>Circular Saw</u>					<u>HD Receipt 7/3</u>		<u>52.78</u>	
	<u>Dull set</u>								
	<u>Hand tools</u>								
					<b>SUB CONTRACTORS</b>				
<b>TOTALS</b>				<u>*25</u>	<b>TOTALS</b>				<u>150.51</u>

Correct  
 CONTRACTOR

Approved  
 COMPANY



Niagara Falls 10PM 14092

Niagara Falls 10PM 14092

Menu Quotes Lists Me

### Order #WJ58961706

Placed on: Jul 03, 2024

## Billing Information

**Christopher Sicoli**  
4800 Hyde Park Blvd.  
Niagara Falls NY 14305

Payment Method: HDCOM \*\*\*5212

Item	Price/Item	Qty	Line Total
<b>Delivery (1 item)</b> 4701 Jason Ct , Lewiston, NY 14092			
<b>Eldor</b> 24 in. x 24 in. Metal Wall and Ceiling Access Panel	\$52.78	1	\$52.78
<b>Expect it on Jul 05</b>			
<b>Subtotal</b>			<b>\$52.78</b>
Delivery			\$0.00
Sales Tax			\$0.00
<b>Total</b>			<b>\$52.78</b>
You Saved			\$0.00

#### Need help?

Online Customer Support:  
1-800-430-3376

Call 7 days a week:  
6 a.m. to 2 a.m. EST

[Download Our App](#)

#### How can we help?

Call 1-866-333-3551 | Text 78465

[Provide Feedback](#)



**How doers  
get more done.**

5730 SOUTH TRANSIT ROAD  
LOCKPORT, NY 14094 (716)439-4898

1268 00002 54581 06/11/24 08:09 AM  
SALE CASHIER LAURA

764666103191	15/8CSDWSC1# <A>	7.28
	1-5/8" COARSE DRYWALL SCREW 1 LB	
764666103948	3"CRDWLSCW5# <A>	24.98
	3" COARSE DRYWALL SCREW 5 LB	
707392916604	1-1/2" ANGLE <A>	
	A21Z 18GA ZMAX STEEL FRAMING ANGLE	
	8@0.85	6.80
008925037903	7-1/4"40T <A>	14.97
	DIABLO 7-1/4" 40T FINISH CSB	
750298526927	2X6 FIR STUD <A>	
	2X6-92 5/8" PRIME KD FIR STUD	
	2@3.96	7.92
769887027721	2X10-8 GDF <A>	
	2X10-8FT PREMIUM FIR	
	2@10.12	20.24
1000-020-053	2X4-96 STUD <A>	
	2X4-96" BURRILL PREMIUM FIR STUD	
	2@4.15	8.30

SUBTOTAL	90.49
SALES TAX	7.24
TOTAL	\$97.73

XXXXXXXXXXXX5212 HOME DEPOT

USD\$ 97.73  
TA

AUTH CODE 011400/4026514

SICOLI CONST SERV INC  
SANDONATO CHRIS  
Chip Read  
AID A0000000049999D8400305 THD PLCC PROX



# SICOLI Construction Services, Inc.

4800 Hyde Park Blvd.  
Niagara Falls New York 14305

Phone: (716)205-0540

Fax: (716)205-0541

No. \_\_\_\_\_

## Additional Work & T/M Daily Sheet

**COMPANY NAME** Sicoli Construction **DAY** Monday  
**JOB LOCATION** Pendleton C.C. **DATE** 6-10-24

**JOB#** 198 **DESCRIPTION OF WORK DONE**  
**PO.#** \_\_\_\_\_

REG. / IMA Framing for Parise Mech / 2 Louvers

NAME	STRAIGHT TIME			TH OVERTIME			DB OVERTIME			REMARKS:
	TL	HRS	RATE	AMOUNT	HRS	RATE	AMOUNT	HRS	RATE	
1. Chris Sandank		5	\$100	\$500						
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
<b>TOTALS</b>										<b>TOTAL LABOR</b>

QTY.	EQUIPMENT USED	UNIT	RATE	TOTAL	QTY.	MATERIAL USED	@	TOTAL
	Hand tools							
	Sawzal							
	Circle Saw				1	2x10x8	\$10.12	\$10.12
	Dull set							
1	2x10x8							
	Multi Tool							
	<b>SUB CONTRACTORS</b>							
	Screw/nails							
	<b>TOTALS</b>			<b>\$25</b>	<b>TOTALS</b>			<b>\$10.12</b>

Contractor

CONTRACTOR \_\_\_\_\_

Approved

COMPANY \_\_\_\_\_

# SICOLI Construction Services, Inc.

4800 Hyde Park Blvd.  
Niagara Falls New York 14305  
Phone: (716)205-0540  
Fax: (716)205-0541

VIA EMAIL

July 8, 2024

Nussbaumer & Clarke, Inc.  
3556 Lake Shore Road, Suite 500  
Buffalo, NY 14219

Attn: Christopher Freese

Re: Town of Pendleton Community Center  
SCS Job #198, **CR#39**

Chris,

Per your request, to complete roof penetrations for Mechanical Prime and install boots for venting, we hereby submit the following quotation for Change Order:

**TOTAL OF CR #39:**

**\$ 1,748.94**

**(See attached breakdown)**

Please issue the appropriate Contract Change Order in the very near future, so we may include this charge as part of our next payment application.

If you have any questions, please feel free to contact me at your convenience at the above number. My extension is 106.

Sincerely,  
Sicoli Construction Services, Inc.



Vice President



## Change Request Breakdown

Date : 7/8/2024

Job #198 - Town of Pendleton Community Center

CR #39 - Window & Access Panel Framing/Install

<b>Sicoli Construction</b>				
<u>SCS Job Foreman</u>	0	Hour(s) @	\$130/hr	\$0.00
<u>SCS Carpenter</u>	0	Hour(s) @	\$100/hr	\$0.00
<b>Subcontractor(s)</b>				
<u>Niagara Pole Barn</u>				
Subtotal =				\$1,448.40
O&P =				\$217.26
Subcontractor Total =				\$1,665.66
Subtotal =				\$0.00
O&P =				\$0.00
Subcontractor Total =				\$0.00
Subcontractor Grand Total =				\$1,665.66
SCS Grand Total =				\$0.00
SCS O&P =		15% on SCS Direct		\$0.00
		5% on Subcontractor		\$83.28
Total of CR #39				\$1,748.94
Contract Time Increase				(0) Calendar Days



# Niagara Pole Barn Quotation Package

**QUOTATION FOR:**

Chris Sicoli  
Pendleton community center

**CONTACT:**

Josh Newman  
3470 North Road  
Newfane, NY 14108  
(716)-870-3282

**QUOTATION DATE: 6-24-24**

**SPECIFICATIONS FOR EXHAUST ROOF VENTING/OPENINGS**

**MATERIAL:**

- ~~Roof sealant = \$120.31~~
- ~~Roof pipe boot = \$981.96 (ordered 7 incase of failure on job)~~
- Man lift = \$1,448.40
- ~~Fasteners = \$100~~
  
- ~~Total = \$2,650.67~~

**Labor:**

- ~~Foreman - \$87.79 x 12 hrs = \$1053.48~~

~~Total = \$3,704.15~~    \$1,448.40

~~15% = \$555.63~~    \$217.26

~~TOTAL = \$4,259.78~~    \$1,665.66

# SICOLI Construction Services, Inc.

4800 Hyde Park Blvd.  
 Niagara Falls New York 14305  
 Phone: (716)205-0540  
 Fax: (716)205-0541

No. \_\_\_\_\_

## Additional Work & T/M Daily Sheet

**COMPANY NAME** Niagara Pole Barn **DAY** 6-18-24  
**JOB LOCATION** Pendleton C.C. **DATE** \_\_\_\_\_


**JOB#** 198 **DESCRIPTION OF WORK DONE**  
**RO.#** \_\_\_\_\_  
Exhaust Vending / Roof openings.  
 REG. /  IMA

	NAME	STRAIGHT TIME			TH OVERTIME			DB OVERTIME			REMARKS:
		TL	HRS	RATE	AMOUNT	HRS	RATE	AMOUNT	HRS	RATE	
1.	<del>XXXXXXXXXX</del>										
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											
10.											
11.											
<b>TOTALS</b>											<b>TOTAL LABOR</b>

QTY.	EQUIPMENT USED	UNIT	RATE	TOTAL	QTY.	MATERIAL USED	@	TOTAL
	<del>LF</del>			<del>1441.40</del>				<del>1137.00</del>
<b>TOTALS</b>					<b>TOTALS</b>			

**SUB CONTRACTORS**  
 Niagara Pole Barn  
 (See attached)

Correct  
**CONTRACTOR**




Approved  
**COMPANY**

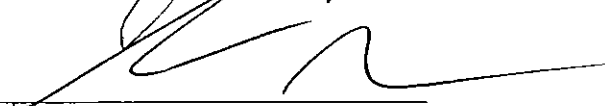
# TIME AND MATERIAL

Project Name	Pendleton CC
Work Performed	Exhaust Venting / Roof Opening
Date	06/18/2024

Client	
Contractor Name	S. Doli
Address	
Phone Number	

	Employee Name	Hours	Rate	Total
	<b>Labor</b>	Josh Newman	12	
<b>Labor Total</b>				
	Material Description	Quantity	Price	Total
	Boots	7		
<b>Material</b>	Roof Sealant	1		
	Fasteners	LS		
<b>Material Total</b>				
	Description	Quantity	Price	Total
	Lift Rental	LS		
<b>Other Expenses</b>				
	<b>Other Expenses Total</b>			
<b>Total</b>				

NPB (Subcontractor) Supervisor (Print): Josh Newman Signature: 

Contractor/Owner Name (Print): Chris Samdanato Signature: 



ADMAR - BUFFALO  
 1394 Military Rd  
 Buffalo, NY 14217  
 Phone: (716) 873-8000

# RENTAL QUOTE

Quote Number: RQ-BU1054519  
 Quote Date: 6/21/2024  
 Created By: Gregory Gelz  
 Salesperson:  
 Customer ID: 1002943  
 Customer PO:  
 Job Name:  
 Terms: Due Upon Receipt  
 Contact: JOSH ./7168703282  
 Ordered By:  
 Expiration Date: 6/28/2024

On Hold

New

**BILL TO:**  
 NIAGARA POLE BARN  
 3470 NORTH RD  
 NEWFANE NY 14108

Scheduled Start Date: **06/21/2024**  
 Scheduled End Date: **06/23/2024**

**SHIP TO:** Job Site

Delivery Notes:

ITEM	QTY.	DAY	WEEK	4 WKS	EXTENDED PRICE
RENTAL: 66' BOOM LIFT 4WD 5'JIB	1.00	495.00	1,430.00	3,010.00	
Damage Loss Waiver	1.00				148.50
DAMAGE WAIVER : Admar Supply Co., Inc. agrees to waive certain claims for damages against Customer that are provided for on the reverse side of this Contract. THE LOSS/DAMAGE WAIVER IS NOT INSURANCE! Upon acceptance of this Damage Waiver, the Customer agrees to pay a charge equal to 15% of the rental charges on equipment covered by this Contract.					
Environmental Fee	1.00				9.90
---DIESEL: Diesel	0.00				0.00
---DELIVERY: Delivery	1.00				150.00
---PICKUP: Pick Up	1.00				150.00

Name Printed \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

ALL RENTALS, SALES AND/OR WORK  
 ORDER SERVICE ARE SUBJECT TO THE  
 FOLLOWING TERMS AND CONDITIONS.

**Subtotal:** 1,448.40  
**Tax Total:** 0.00  
**Order Total:** 1,448.40  
**Payment Received:** 0.00

Availability dates subject to change pending a confirmed ordered.

## ADDENDUM TO CONTRACT AGREEMENT

As used herein, "Contract" refers to the Rental Contract, Resale Invoice, or Work Order, as applicable, as those terms are defined in the Contract Agreement. "Dealer" refers to ADMAR SUPPLY COMPANY, INC., "Customer" refers to you, "Equipment" refers to the personal property described in the Contract (including all accessories and attachments), "Manufacturer" refers to the Manufacturing of the Equipment, and "Store" refers to the Dealer's business premises at which this Contract was prepared and signed by Customer and Dealer.

### I. Conditions Relating to Rental of Equipment

I.(A) Inspection; Loading/Unloading. Prior to taking possession of the Equipment from Dealer, Customer personally inspected the Equipment and found it to be in good condition and free from defects. Customer acknowledges that it is Customer's responsibility to secure the Equipment on Customer's vehicle. The Customer may request the Dealer's employees to assist in the loading of the Equipment. If such assistance is provided, Customer agrees to assume the risk of, hold Dealer harmless from, and defend Dealer against any losses (including but not limited to property damage and personal injury) which might result from such loading or unloading and at all times when the Equipment is in Customer's possession. Customer also acknowledges that it has inspected its trailer coupling mechanisms and safety chain before leaving Dealer's premises and the same is in good working order and condition; Customer agrees to maintain the trailer coupling mechanism and safety chain in good working order and condition, and to inspect the same periodically, but not less than every 250 miles. Customer further acknowledges and understands that DEALER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO WHETHER THE EQUIPMENT HAS BEEN LOADED IN A SAFE AND SECURE MANNER ONTO CUSTOMER'S VEHICLE.

I.(B) Equipment Use. Customer acknowledges that Dealer has no control over the utilization and use of the Equipment by Customer, the trade or occupation of Customer, and the qualifications (or lack thereof) of the Customer to use the Equipment. Customer shall operate the Equipment and assumes any and all responsibility to guarantee that the Equipment is used only: (i) at the address designated on the front of this Contract (unless Customer notifies Dealer of a different or additional address at which the Equipment is to be used and the duration of intended use at such other location), (ii) for the purposes for which the Equipment was manufactured and intended as set forth in the Manufacturer's safety and operating instructions, and (iii) by a Properly Trained Individual, defined as a person employed by Customer who has received the training required which is necessary to operate the Equipment in a correct and safe manner. Use of the Equipment (a) in violation of any of the preceding clauses (i), (ii) or (iii), or (b) in any manner which constitutes an exception to the Loss/Damage Waiver (whether or not Customer elected or declined such Loss/Damage Waiver) is prohibited and shall constitute Improper Use. Customer further agrees that at Customer's sole expense, Customer will comply with all governmental safety or health regulation or operational and/or maintenance standard or requirement and all municipal, county, state and federal laws applicable to the use of the Equipment during the Rental Period. Customer agrees that Dealer shall have no responsibility for Customer's compliance therewith. All licenses, fees or taxes arising from Customer's use of the Equipment shall be paid by Customer.

I.(C) Rental Period. The Rental Period shall be defined as the period of time during which the Equipment is rented to Customer, which Rental Period is set forth on the front of this Contract (including any and all extension(s) granted pursuant to Section I.(D) hereof), except where earlier terminated upon Customer's return of the Equipment to the Store as evidenced by a return receipt issued to Customer by the Dealer. During the Rental Period, Customer shall be legally responsible for the rental rate stated on the front of this Contract. Dealer may terminate the Rental Period at any time upon prior notice to Customer, and Customer will promptly return the Equipment in an acceptable condition as more specifically set forth in Section I.(E) below.

I.(D) Extension of Rental Period. In the event Customer desires to extend the Rental Period beyond the expiration date stated on the front of this Contract, Customer shall immediately give notice to Dealer of such intention, requesting Dealer's approval of such extension. Upon agreement of such extension by the Dealer, the parties shall execute a written extension setting forth the terms of such extension. Notwithstanding the foregoing, in the event Customer does not return the Equipment upon the expiration of the Rental Period and has not extended this Contract in accordance with this Section I.(D), the Rental Period and Customer obligations to make payments to Dealer for the Equipment shall continue until such time as the Equipment is returned. In addition, Dealer shall be entitled to pursue any and all of its rights and remedies as set forth under Section I.(P) hereof.

I.(E) Return of the Equipment. Customer acknowledges that (i) Customer shall return Equipment to the Store (or such other location as Dealer may direct) during normal business hours at the end of the Rental Period, (ii) Dealer may suffer economic damages as a result of Customer's failure to timely return the Equipment, for which Customer acknowledges that it will be fully liable, and (iii) until such time as Customer returns the Equipment to Dealer, Customer will be legally responsible to pay the applicable rental rate as stated on the front of this Contract. Additionally, failure to return the Equipment within forty-eight (48) hours of the expiration of the Rental Period (or any extension thereof), in certain circumstances, may be construed as evidence of an intention to fraudulently convert the Equipment and may be considered a theft, resulting in criminal prosecution. Customer shall clean the Equipment, and then return the Equipment to the Dealer in the same condition as when the Equipment was received, reasonable wear and tear excepted. Customer agrees to pay for any and all loss or damage to the Equipment occurring during the Rental Period, except in the event that Customer has elected the Loss/Damage Waiver and the cause of such loss or damage is covered by the terms thereof. Reasonable wear and tear shall only mean the normal deterioration of Equipment caused by ordinary and reasonable use for a maximum of 8 hours per day ("Daily Usage") for 5 days in any 7 consecutive day period or 40 hours per 7 day week ("One Week Usage"). For purposes of this Agreement, One Month Usage shall mean 8 hours per day for 20 days in any 28 consecutive day period. Reasonable wear and tear shall not include any damage resulting from Improper Use. If the Equipment is returned uncleaned, Customer will be assessed a cleaning charge.

I.(F) Payment of Charges. All rental charges will be paid in advance unless an approved credit account has been established. Charges for approved credit Customers are due net 30 days upon receipt of an invoice from Dealer. A carrying charge equal to 1.5% per month or the maximum permitted by applicable law, will be charged on all accounts which are overdue, and the Customer shall bear all collection fees, attorney fees, court costs, or any expense involved in the collection of rental charges. Rental rates are based upon time out from the Store and ordinary and reasonable use on a Daily Usage, One Week Usage or Monthly Usage basis. Use of the Equipment by Customer in excess of the agreed-upon Daily Usage, One Week Usage or Monthly Usage will be billed proportionally for such greater usage. In the event Customer returns the Equipment prior to the expiration of the Rental Period as set forth on the front of this Contract, Customer shall be required to pay (a) minimum rent set forth on the front of this Contract or (b) rental rate for the actual period during which the Equipment was rented to Customer, whichever is greater.

I.(G) Liability for Damage to Persons and Property. Customer assumes the risk of any and all damage or injury to persons or property of any kind or nature, including wrongful death, caused by, resulting from or in any way connected with the Equipment during the Rental Period or while the Equipment is in the possession, custody or control of the Customer or the breach of any provision of this Contract. Customer agrees to indemnify and hold Company, its officers and employees, harmless from and against any and all suits, actions, proceedings, claims, judgments, demands, damages, losses, costs and liabilities whatsoever (including, but not limited to, all attorneys' fees and expenses) of any nature or kind caused by, resulting from or in any way connected with the Equipment during the Rental Period or while the Equipment is in the possession, custody or control of the Customer or the breach of any provision of this Contract, whether or not caused by the active or passive negligence or other fault of Dealer or any other person indemnified hereunder, including, but not limited to, wrongful death of employees of Customer or anyone else, property damage and any of the foregoing arising or imposed in accordance with the doctrine of strict or absolute liability. Customer's indemnification obligations contained in this Section I.(G) shall survive the expiration or termination of this Contract.

I.(H) Liability for Loss or Total Destruction of Equipment. In the event of (a) loss, (b) total destruction, (c) loss of possession of the Equipment, or (d) Customer's inability to return the Equipment to Dealer, for any reason whatsoever, Customer shall pay to Dealer the full replacement value of the Equipment, together with the applicable rental rate on the front of this Contract. Payment of the applicable rental rate shall continue until such time as Dealer, using commercially reasonable efforts, is able to replace the Equipment; provided, however, Customer's payment obligation under this provision may be reduced by Customer's election of the Loss/Damage Waiver, if the cause of such loss or total destruction is covered by the terms thereof.

I.(I) Equipment Maintenance and Storage. Customer shall, at its own expense, maintain the Equipment in a careful and proper manner and, in any event, in accordance with Manufacturers' specifications. Customer shall store the Equipment in a safe and secure location and shall take all commercially reasonable measures necessary to protect the Equipment against theft, vandalism, or malicious mischief.

I.(J) Equipment Damage or Malfunction. If the Equipment is damaged (including damage caused by unreasonable wear and tear or Improper Use) or malfunctioning in any way, Customer shall immediately discontinue use of the Equipment, and also immediately notify Dealer of such damage or malfunction. Dealer agrees that, within a reasonable period of time of receiving such notification, it will repair the Equipment (or, within Dealer's sole discretion, replace such Equipment with a like piece of Equipment). If the Dealer deems it advisable to repair the Equipment, Customer shall be liable to Dealer for (i) the cost, including parts and labor, either incurred by Dealer to have the Equipment repaired by a third party or customarily charged by Dealer to perform such repairs, and (ii) the applicable rental rate on the front of this Contract until such repair has been completed. Customer shall not be liable for the foregoing if the Equipment is malfunctioning (not damaged) and such malfunction is not related to Customer's use or operation of the Equipment. If, in Dealer's sole discretion, the Equipment is damaged to such an extent that the Equipment cannot be adequately repaired, Dealer may consider such damage to be a total loss, and Customer shall be liable to Dealer as though such damage constitutes a total loss. Such liability may be reduced by a reasonable estimate of the scrap value, if any, of the Equipment; provided, however, Customer's payment obligation under this provision may be reduced by Customer's election of the Loss/Damage Waiver if the cause of such damage is covered by the terms thereof.

I.(K) Loss/Damage Waiver. NOTE: THIS IS NOT INSURANCE. IF CUSTOMER ACCEPTS THE LOSS/DAMAGE WAIVER, in consideration of the additional charge paid by Customer, Customer's liability for loss or damage to the Equipment shall be modified only and strictly as follows:

(1) Loss or Damage Resulting from Theft/Vandalism. In the event the loss or damage to the Equipment is caused by theft or vandalism (except by Customer), and Customer is in compliance with Section I.(I), Dealer shall limit its claim against Customer to two (2) times the four (4) week rental rate for such Equipment; provided, however, Customer reports such loss or damage to the Dealer and the police or other proper authority no later than twenty-four (24) hours after occurrence, and Customer furnishes to Dealer, within ten (10) days of such loss or damage, a copy of the written police report or the report of another proper authority regarding such loss or damage.

(2) Loss or Damage Not Resulting from Theft/Vandalism. In the event the loss or damage to the Equipment is not caused by theft or vandalism and is not a result of one or more of the causes set forth below, Dealer shall waive its claim against Customer for such loss or damage; provided, however, Customer reports such loss or damage to Dealer not later than twenty-four (24) hours after occurrence. Customer's liability to Dealer for loss or damage to the Equipment is NOT waived by Dealer under the following circumstances:

- (a) Loss or damage resulting from overloading or exceeding the rated capacity of the Equipment or other misuse or improper use of the Equipment;
- (b) Loss or damage resulting from the Equipment striking overhead objects.



- (c) Loss or damage associated with the Equipment's rollover or upset;
- (d) Loss or damage resulting from lack or neglect of proper servicing of Equipment, including without limitation the proper lubrication of the Equipment;
- (e) Loss or damage to the Equipment resulting from any exposure to radioactive, contaminated or other hazardous material;
- (f) Loss, damage, or failure of tires and tubes under any circumstances;
- (g) Loss or damage relating to use or operation of the Equipment for any illegal purpose, in any illegal manner, or in violation of any law or ordinance;
- (h) Loss or damage relating to use or operation of the Equipment (i) by any person other than an employee of Customer who has been properly trained to operate the Equipment, or (ii) in violation of the Manufacturer's operating or safety instructions;
- (i) Loss or damage associated with altering the Equipment to be used in a manner in which it was not designated;
- (j) Loss or damage caused by boom or mast damage from overloading or from the collision or striking of other objects when the boom or mast is in motion;
- (k) Loss or damage of any nature to scaffolding;
- (l) Loss or damage during the loading, unloading or transportation of the Equipment;
- (m) Loss or damage caused by dishonesty of Customer, its employees or persons to whom the Equipment is entrusted;
- (n) Loss or damage caused by third parties or during unauthorized use of the Equipment;
- (o) Loss due to mysterious disappearance of Equipment; and
- (p) Loss or damage related to use of the Equipment in violation of any of the terms of this Contract.

THIS LOSS/DAMAGE WAIVER IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO OTHERS ARISING OUT OF POSSESSION, USE OR OPERATION OF THE EQUIPMENT. CUSTOMER HEREBY ACKNOWLEDGES REVIEWING THIS CONTRACT, SPECIFICALLY SECTIONS I.(K) AND I.(L) WITH ITS INSURANCE AGENT.

I.(L) Insurance on Equipment. Customer shall provide, at its own expense, Commercial General and Umbrella liability insurance (including bodily injury and property damage liability coverage) to insure both Customer and Dealer, including their agents, assigns and independent contractor, in the amount of not less than \$2,000,000.00 (Two Million Dollars) combined single limit covering bodily injury/death/property damage (other than the rental rate for the Equipment) per occurrence. In addition, if the Equipment is to be used on any roadway, Customer shall provide, at its own expense, automobile liability and physical damage insurance including comprehensive, collision and other standard coverages for roadway vehicles that equals or exceeds the minimum amounts required by state law. Moreover, Customer shall provide, at its own expense, insurance to cover damage to Equipment in amounts to cover the complete replacement value of the Equipment. Customer shall also maintain workers compensation insurance (collectively, the "Insurance Coverage"). Customer shall provide a Certificate of Insurance to Dealer on Form CG0001 10 93 or the most recent form(s) (for Commercial General and Umbrella) and on Form CA00 01, CA00 05, CA00 12, CA00 20 or the most recent form(s) (for Business Auto) and on Evidence of Property Form evidencing the Insurance Coverage, which shall include a non-owned vehicle endorsement, which shall (1) waive any right of subrogation against Dealer and (2) name Dealer as Additional Insured to said Insurance Coverage. The Certificate of Insurance shall provide for a 30-day notice of cancellation to Dealer. The Insurance Coverage shall be primary and not on an excess basis. In the event that it becomes necessary for Dealer to utilize Customer's Insurance Coverage, and there is or was no insurance in place at time of incident requiring insurance, Customer agrees to pay all losses incurred by Dealer from such incident including, without limitation, all deductibles.

LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY DEALER UNDER ANY CIRCUMSTANCES.

I.(M) Subrogation. If the Customer has any right of recovery in the event of any loss or damage to the Equipment, Dealer will be subrogated to any such right of Customer to recover against any person, firm or corporation, and Customer will execute and deliver whatever else is necessary to secure such rights. Customer will cooperate fully with Dealer and/or its insurer(s) in the protection of Dealer's right to subrogation, and Customer will neither take nor permit any action to prejudice Dealer's rights or its insurer's rights with respect thereto.

I.(N) Ownership of Equipment. Dealer holds all title and ownership rights in the Equipment. Customer shall not (1) pledge or mortgage the Equipment, (2) subject the Equipment, or allow it to be subjected, to any lien, or (3) permit any charge against, or encumbrance on, the Equipment. Customer agrees that Dealer may inspect and examine the Equipment, observe Customer's use and operation thereof, and re-take the Equipment at any time if Dealer reasonably believes that Customer has at any time compromised or may compromise, in any way, Dealer's ownership interest in the Equipment.

I.(O) Financing. This Contract and all of Customer's rights in and to the Equipment hereunder are subject and subordinate to any rights, title and interest of any and all persons who have financed or leased the Equipment to Dealer pursuant to certain contracts or instruments (Financings). Customer acknowledges that this Contract, together with any and all rights to the Equipment shall, at the option of such persons, shall be subordinate to and shall terminate upon the occurrence of any event of default under such Financings.

I.(P) Default. Customer's failure to perform any provision of this Contract shall give Dealer the right to terminate this Contract and retake possession of the Equipment. Should Dealer retake possession of the Equipment, Customer shall be fully liable for all rental payments through the date of retaking, together with damages, costs and expenses resulting therefrom. Customer acknowledges that Dealer shall be permitted to pursue any and all other remedies available at law and in equity. Customer agrees that Dealer and its agents may enter the premises where the Equipment is located and take all action necessary to take control of and retake the Equipment, without prior notice to Customer and without process of law.

CUSTOMER HEREBY WAIVES ANY RIGHT OF ACTION AGAINST DEALER FOR SUCH RETAKING OR ENTRY.

## II. General

II.(A) Authority to Sign; Complete Information. The person executing this Contract on behalf of Customer hereby acknowledges that (1) s/he is a representative or agent for Customer, (2) s/he is authorized to sign this Contract as representative or agent, and (3) by his/her signature hereon, s/he makes such Customer liable in full for payment of all charges and performance of all obligations imposed upon Customer pursuant to this Contract. Customer represents and warrants that all information furnished to Dealer by Customer is true, correct and complete.

II.(B) Dealer is not the Manufacturer. Customer understands and acknowledges that Dealer is neither the Manufacturer of the Equipment nor the agent of Manufacturer.

II.(C) Warranties. DEALER MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR INTENDED USE, DESIGN, OR WORKMANSHIP OF THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT, EXCEPT FOR ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT, THE EQUIPMENT IS BEING SOLD OR RENTED TO CUSTOMER ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, AS TO CONDITION AND WITHOUT ANY RECOURSE WHATSOEVER TO DEALER. CUSTOMER FURTHER ACKNOWLEDGES THAT IT IS RELYING SOLELY ON ITS OWN EXAMINATION OF THE EQUIPMENT AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, FROM DEALER. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF, AND RELEASES AND WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE AGAINST DEALER, FOR ANY AND ALL LIABILITIES AND DAMAGES, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES, CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, THE OPERATION OR USE OF THE EQUIPMENT, ANY DEFECT IN OR FAILURE OF THE EQUIPMENT OR DEALER'S FAILURE TO PRESENT OR DELIVER THE EQUIPMENT.

II.(D) Attorney's Fees. Customer agrees to pay all attorney fees and expenses incurred by Dealer in the enforcement of the terms and conditions of this Contract.

II.(E) Severability. If any provision of this Contract shall be held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

II.(F) Waiver. Any failure by Dealer to insist upon strict performance by Customer of any term of this Contract shall not be construed as a waiver by Dealer of its right to demand strict compliance herewith.

II.(G) Captions. The captions herein are provided solely for reference and shall have no bearing on the interpretation of this Contract.

II.(H) Entire Agreement. This Contract shall constitute the entire agreement between the parties hereto and supersedes all prior agreements and contracts, written or oral, concerning the subject matter herein and there are no oral understandings, statements or stipulations bearing upon the effect of this Contract which have not been incorporated herein.

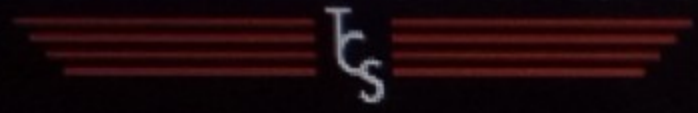
II.(I) Governing Law. The laws of the State of New York shall govern the interpretation, validity and performance of the terms of this Contract.

II.(J) Litigation. Any litigation involving this Contract shall be adjudicated in a court with jurisdiction located in Monroe County, New York and the parties irrevocably consent to the personal jurisdiction and venue of such court.

II.(K) Counterparts. This Contract may be executed simultaneously in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

II.(L) Assignment. Customer shall not assign, transfer or sublet Customer's rights or obligations under this Contract. Dealer may assign, transfer or sublet its rights and obligations under this Contract without the consent of Customer.

II.(M) Modification. This Contract may be modified or amended only by a written instrument signed by each of the parties hereto



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