



# Forklift Addendum (Powered Industrial Trucks)



I, \_\_\_\_\_, representing \_\_\_\_\_  
 (Print Name) (Name of Customer on Rental Contract)

have rented one or more "**Powered Industrial Truck(s)**" (including without limitation, one or more forklift(s)), as defined in the OSHA Regulations described below (a/k/a: "Rented Item(s)") from Toro Equipment Rentals LLC (also referred to herein as "Toro") under the terms of the Rental Contract I have executed with Toro (the "Rental Contract") identified below. I understand, acknowledge and agree that, under applicable Occupational Safety & Health Administration ("OSHA") guidelines (**Title 29 of the Code of Federal Regulations, Parts 1910.178(l) and 1926.602(d), ANSI/SIA B56.1-69, and their respective successor(s), as incorporated therein**):

- (a) **ALL OPERATORS OF THE RENTED ITEM(S) ARE REQUIRED TO BE PROPERLY TRAINED AS PROVIDED IN THE ABOVE REFERENCED OSHA GUIDELINE(S) (and particularly, but without limitation, as prescribed in 29 CFR Part 1910.178(l)(3)) PRIOR TO OPERATING SUCH RENTED ITEM(S);**
- (b) **All employers are responsible for ensuring that their employees receive such training**, consisting of: (i) formal instruction; (ii) practical training (including demonstrations performed by the trainer and practical exercises performed by the trainee); and (iii) evaluation of each operator's performance in the workplace using each specific type of Powered Industrial Truck;
- (c) **Training and evaluation must be conducted by a person with the knowledge, training and experience** necessary to train powered industrial truck operators and evaluate their competence;
- (d) **Trainees may operate a Powered Industrial Truck only:**
  - (i) Under direct supervision of a person who has the knowledge, training, and experience to train operators and evaluate their competence; and
  - (ii) Where such operation does not endanger the trainee or other employees;
- (e) **Refresher Training shall be required for each applicable operator in the following circumstances:**
  - (i) Unsafe operation by employee is observed and/or reported;
  - (ii) Accident or near-miss by employee is observed and/or reported;
  - (iii) Evaluation indicates need for refresher training;
  - (iv) One or more different type(s) of equipment (Powered Industrial Truck(s)) is/are introduced for operation by an employee;
  - (v) Workplace conditions change; and
  - (vi) In any event, not less than every Three (3) years; and
- (f) **The employer (Lessee) is required to certify that each operator has been trained and evaluated** as required by the applicable OSHA standard, which certification must include: (i) name of operator; (ii) date of training; (iii) date of evaluation; and (iv) identity of each person performing training or evaluation.

I, the undersigned, further understand, acknowledge, and agree as follows with respect to any and all Powered Industrial Truck(s) (including all forklifts) included in the Rented Item(s) identified in the subject Rental Contract (and with respect to any and all of my future rentals from Toro):

- (1) That I will ensure that all applicable OSHA requirements and ANSI standards are fully and timely satisfied with respect to each operator of such Rented Item(s) prior to permitting any such operator to use or otherwise deal in any way with any one or more of such Rented Item(s);
- (2) That I will ensure that each Rented Item is thoroughly examined and inspected, has been properly serviced and maintained, is properly functioning, and is in good working order, condition and repair prior to attempting to use it/them or making any Rented Item(s) available for use by any employee or other proposed operator of such Rented Item;
- (3) That I have: (a) received, carefully reviewed, and fully understand all applicable instructions and warnings, including without limitation ANSI Standards (including without limitation, ANSI B56.1-69), EPA, ASME and OSHA requirements and guidelines (including without limitation, 29 CFR, Parts 1910.178 and 1926.602, and OSHA's forklift safety rules located at: <https://www.osha.gov/SLTC/etools/pit/operations/maneuvering.html>) and their respective successor provision(s) (collectively, "Instructions and Warnings"); and (b) been afforded a reasonable opportunity to ask, and have received satisfactory answers to, any questions I had regarding the same.

I, the undersigned, understand and agree to comply fully and at all times with the foregoing requirements, including without limitation, all applicable Instructions and Warnings; and I understand that:

## WORKING WITH ELEVATED LOADS IS INHERENTLY DANGEROUS

ACCORDINGLY, IN ADDITION TO MY OBLIGATIONS ARISING UNDER EACH RENTAL CONTRACT I ENTER INTO WITH TORO, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, I, FOR MYSELF AND FOR THE CUSTOMER (OR "LESSEE") IDENTIFIED IN THE RENTAL CONTRACT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TORO EQUIPMENT RENTALS LLC, ITS PARENTS, AFFILIATES, PARTNERS AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST, ANY AND ALL PERSONAL AND BODILY INJURIES (INCLUDING ILLNESS AND IDEATH), PROPERTY DAMAGE, LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY ONE OR MORE RENTED ITEM(S), INCLUDING, BUT NOT LIMITED TO, THE USE, TRANSPORTATION, MOVEMENT, STORAGE, MAINTENANCE, REPAIR, CONTAMINATION, DISINFECTION, DELIVERY AND/OR RETRIEVAL OF SUCH RENTED ITEM(S), AND ANY REFUSAL OF AND/OR FAILURE TO: (A) PROVIDE THE ABOVE REFERENCED TRAINING TO ALL OPERATORS THEREOF; AND/OR (B) PROPERLY USE, ALL APPLICABLE SAFETY EQUIPMENT IN CONNECTION THEREWITH, WHETHER BY MYSELF OR BY ANY ONE OR MORE OTHER PERSON(S).

This Acknowledgment supplements the Rental Contract identified below and each other rental contract entered into between Toro and the undersigned 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 subject Rental Contract(s) may be otherwise modified, unless authorized in writing by Toro. The undersigned's handwritten, digital, electronic, photocopied or facsimiled signature hereon will be enforceable as an original for all purposes.

Acknowledged and agreed by the undersigned to be effective as of the effective date(s) of the subject Rental Contract(s).

**Signature:** \_\_\_\_\_

Rental Contract Date and/or Number: \_\_\_\_\_