



AERIAL EQUIPMENT (MEWP) ADDENDUM



Contract No./ID: _____ (hereinafter, the "Contract")

The undersigned "Customer/Lessee" represents, warrants, acknowledges and agrees to and for the benefit of Toro Equipment Rentals LLC (also referred to herein as "Toro" and/or "Lessor") that the undersigned has: (a)(i) selected and carefully examined, inspected and tested each "Item" of aerial equipment (a/k/a "Aerial Work Platform," "AWP," "Mobile Elevating Work Platform" or "MEWP") identified in the above referenced Contract; (ii) found the same to be complete, in good order, condition and repair, fully functioning, free of defects, and otherwise in all ways acceptable and fit for the undersigned's intended use, operation and environment; (b) received all applicable training (including without limitation, training regarding the inspection, maintenance, use, application and operation of each such Item), unit-specific familiarization, instructions and warnings; (c) been notified of (as applicable) each and every "Safety Item / Issue" identified below; and (d) carefully reviewed, and hereby acknowledges and **agrees to honor, be bound by, and to fully and timely comply at all times with each such Safety Item / Issue as well as the terms of Pages 1 and 2 of this Addendum.**

Safety Item / Issue:	Initials: (Customer / Lessee)
Manufacturer's Manuals (Made Available in Hard Copy and/or Online to Customer/Lessee): Including Operation, Maintenance, Parts, Repair and Safety Manuals:	
Water-Resistant Storage Compartment for Manuals (Customer/Lessee notified):	
Control Functions (Reviewed and explained to Customer/Lessee):	
Safety Devices Specific to the Item(s) Rented or Sold, as applicable (Reviewed and explained to Customer/Lessee):	
Tilt and Load Sensor(s) / Alarm(s) (Reviewed and explained to Customer/Lessee):	
Tilt-Back Features – Manually Propelled Items (Reviewed and explained to Customer/Lessee):	
Control Labels, Functions and Warnings on Item(s) Rented or Sold, as applicable (Clearly visible and legible):	
Controls – Ground Position (Fully and properly functioning):	
Controls – Platform Basket (Fully and properly functioning):	
Controls – Emergency (Lowering Controls, Motion Alarm, Horn, Creep Switch, Other: _____ (Known and understood by Customer, and fully and properly functioning):	
Entry Gate (Opens, Closes and Secures Properly):	
Hoses, Fittings, Electronics, Hydraulics, Components (Fully and properly functioning, tight, and free of leaks and/or other apparent damage/malfunctions):	
Tires, Tracks, Outriggers , as applicable (In good condition, fully and properly functioning):	
DO NOT ATTEMPT TO USE any Item(s) in severe weather (e.g., winds in excess of wind rating(s), lightning, snow, hail, sleet, etc.), on steep or unstable terrain, on or near unblocked rights-of-way, near power line(s) or other electrocution hazards and/or without proper fall protection equipment/devices.	
Other Item-Specific Documents/Items/Procedures/Features: Risk Assessment, Identification of Potential Hazards, Loading and Unloading, Mitigation Steps, Rescue Plan, Records Retention, Applicable Inspection Form(s), Manufacturer(s) Policies and Procedures; Other(s): _____	

Safety Equipment:	Accept:	
Harness(es)		Customer/Lessee has been informed of the need for, and has been offered (on reasonable terms) all fall protection equipment ("FPE") referenced on Page 2 and in the columns to the left, but has declined the same, except as noted herein.* Customer/Lessee represents and warrants that he/she/it has carefully inspected each item of FPE accepted, has ensured that it fits properly , and has found the same to be in good order, condition and repair, complete and free of defects, and otherwise in all ways acceptable. Customer/Lessee further agrees to: (a) furnish to all users, operators and occupants of the Item(s), all required FPE, familiarization and training; (b) use and/or wear, and ensure that all other users, operators and occupants of such Item(s) use and/or wear such FPE at all times; (c) ensure that all such FPE fits properly and is in good order, condition and repair, complete and free of defects before each use ; (d) ensure that only competent and fully and properly trained, familiarized and supervised persons use, operate and/or occupy such Item(s) at all times; and (e) ensure that all users, operators and occupants of such Item(s) fully and timely comply with each of the requirements of this Addendum at all times.
Lanyard(s)		
Other FPE:		

* Important Note: Customer/Lessee will be deemed to have declined all FPE with respect to the current rental or purchase and with respect to all future rentals and purchases from Toro, unless with respect to each such rental or purchase, Customer/Lessee completes this Addendum and checks or initials "**Accept**" above, evidencing its acceptance of the specified FPE in each case.

The Customer/Lessee executing this Addendum acknowledges that such Customer/Lessee has **carefully reviewed and will fully and timely comply at all times with each of the requirements set forth on Pages 1 and 2 hereof**. This Addendum shall bind the Customer/Lessee and his/her/its insurers, subrogees, successors and permitted assign(s). Executed as of the date of such Customer's/Lessee's receipt of the Item(s) identified in the above referenced Contract(s).

Customer/Lessee: _____
Signature: _____
Name: _____
Title: _____



AERIAL EQUIPMENT (MEWP) ADDENDUM



You, the "Customer" or "Lessee," have rented or purchased one or more "aerial work platform(s)," "mobile elevating work platform(s)," "lift(s) and/or scaffolds" (a/k/a: "Rented Item(s)" or "Item(s)") from Toro Equipment Rentals LLC (also referred to herein as "Lessor" or "Toro"), under the terms of the Rental (or other) Contract you have executed with Toro (the "Contract") identified on Page 1 of this Addendum (capitalized terms used but not defined herein having the meanings assigned thereto in such Contract). **You acknowledge and agree that**, under applicable guidelines, including ISO 16368, and: (a) in the United States, Occupational Safety & Health Administration ("OSHA") guidelines (including CFR Title 29, Parts 1910 and 1926, and ANSI/SAIA A92.2-92.9, 92.22 and 92.24); (b) in Canada, CSA B354; and (c) in Europe, the European Machinery Directive and EN280 (and their respective successor(s), as applicable), **USERS, OPERATORS AND OCCUPANTS OF CERTAIN ITEM(S), INCLUDING BOOM LIFTS, MAY BE REQUIRED TO USE OR WEAR FALL ARREST, PROTECTION, AND/OR RESTRAINT EQUIPMENT ("FPE")**, and all employers are responsible for ensuring that their employees and all others who come into contact with the Item(s): (i) use or wear FPE when operating such Item(s); and (ii) receive training and familiarization enabling such employees to properly use, inspect and maintain the Items and any required FPE. Accordingly, you acknowledge and agree as follows with respect to all Item(s) listed in the Contract (and with respect to any and all future rentals and/or purchases from Toro, you will ensure the following):

- (1) that any and all applicable FPE has been made available to you on reasonable terms (whether by Toro or by one or more other party(ies)) (or you already have your own FPE);
- (2) that you have elected to Accept, Decline and/or Use such FPE, as set forth on Page 1, with full knowledge of the potential hazards associated with using the Item(s), as well as the hazards associated with failing to use FPE;
- (3) that you have personally selected, inspected, examined, tested, and approved each Item as well as any and all such FPE prior to attempting to use it/them or making it/them available for use by any other party(ies) at any time;
- (4) that Toro has offered to you, on reasonable terms, any and all applicable training with respect to the Item(s);
- (5) that you have received and understand all applicable familiarization with respect to each Item;
- (6) that a site risk assessment is performed to identify hazards, and control measures are developed, in order to limit or eliminate hazards at each worksite;
- (7) that only fully and properly trained, authorized, and supervised personnel shall be allowed to use, operate, occupy, or otherwise deal with the Rented Item(s) at any/all time(s);
- (8) that a trained and qualified supervisor will remain present to monitor performance of the work performed using any Rented Item(s) and ensure compliance with the above standards;
- (9) that all required inspections and maintenance shall be timely and properly performed on all Rented Item(s) (unless otherwise agreed in writing by Toro), and that all inspection, maintenance and repair personnel shall have been trained by a qualified person to inspect, maintain and repair such Item(s) in accordance with the manufacturer's instructions; and
- (10) that you have: (a) received, carefully reviewed, and fully understand all applicable instructions and warnings, including without limitation international (including ISO 16368), U.S. (including EPA, NFPA, ASTM, SAIA, SSFI, ASSP, ASME, IEEE, OSHA [including OSHA 1910 and 1926, and the OSHA Fact Sheet available at <https://www.osha.gov/Publications/aerial-lifts-factsheet.pdf>], ANSI/SAIA [including ANSI/SAIA A92, and ANSI/SAIA A92.5, A92.6, A92.22 and A92.24], Canadian (CSA B354), European (Machinery Directive and EN280) and other applicable standards (and their respective successor provision(s), if any) (collectively, "Instructions and Warnings"); and (b) been afforded a reasonable opportunity to ask, and have received satisfactory answers to, any questions you had regarding the same.

You further understand and agree to comply fully and at all times with: (a) the foregoing requirements, including without limitation, all applicable Instructions and Warnings; and (b) the Safety Rules appearing below; and you understand and agree to advise each of your employees and contractors of the same and that:

WORKING AT HEIGHTS IS INHERENTLY DANGEROUS

ACCORDINGLY, IN ADDITION TO YOUR OBLIGATIONS UNDER EACH RENTAL, SALE AND/OR OTHER APPLICABLE CONTRACT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR THE "CUSTOMER," "RENTER" OR "LESSEE" IDENTIFIED IN THE ABOVE REFERENCED CONTRACT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TORO EQUIPMENT RENTALS LLC, EACH OF THE "INDEMNITEES" IDENTIFIED IN THE APPLICABLE CONTRACT(S) AND THEIR RESPECTIVE INSURERS, SUCCESSORS AND ASSIGNS (REFERRED TO COLLECTIVELY HEREIN AS THE "INDEMNITEES"), FOR, FROM AND AGAINST, ANY AND ALL PERSONAL AND/OR BODILY INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") ARISING FROM OR ASSOCIATED WITH ANY ONE OR MORE ITEM(S), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS ARISING FROM AND/OR IN CONNECTION WITH THE USE, OPERATION, OCCUPANCY, MISUSE, TRANSPORTATION, MOVEMENT, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S), ANY REFUSAL AND/OR FAILURE TO PROPERLY USE FPE IN CONNECTION THEREWITH, AND/OR ANY BREACH OF ANY ONE OR MORE OF THE ABOVE, WHETHER BY YOU OR BY ANY ONE OR MORE OTHER PERSON(S).

Following is a summary of some important safety rules for use of MEWPs, ladders, and scaffolds. You are directed to review the applicable OSHA Guidelines, ANSI Standards (including ANSI/SAIA A92.2-92.9, 92.22, 92.24, and their respective successor provision(s)), SAIA/SSFI Code of Safe Practices, ASSE Standards, manufacturer(s)' use and safety instructions, and state and local laws, rules, and regulations, including the laws of California (collectively, "Applicable Safety Standards"). The following rules are included for informational purposes only, and are NOT intended to: (a) serve as a comprehensive list of safety measures; or (b) supplant any Applicable Safety Standards (to which the Lessee is directed for further information):

1. POST THESE SAFETY RULES IN A CONSPICUOUS PLACE, COMMUNICATE, and ensure that all users, operators, and occupants of the Item(s) are aware of them;
2. SELECT AND USE THE PROPER MACHINE FOR THE JOB, and never use machines rated "indoor only" outside or in areas that may be exposed to external wind forces;
3. CAREFULLY INSPECT ALL ITEMS AND FPE (**TEST THE EMERGENCY DESCENT SYSTEM AND ENSURE YOU HAVE ENOUGH FUEL**) REGULARLY AND BEFORE EACH USE: Never use any Item(s) or FPE that is/are malfunctioning, defective, damaged, deteriorated, or low on fuel;
4. **SURVEY THE JOB SITE**, perform a **SITE RISK ASSESSMENT**, make certain it is reasonably flat, stable, dry, properly and sufficiently compacted and free of obstacles, identify and eliminate potential hazards associated with the use of the Item(s), and **WATCH OUT FOR GROUND HAZARDS AND OVERHEAD OBJECTS;**
5. **DO NOT ATTEMPT TO USE ANY ITEM IN SEVERE WEATHER OR IN WINDS WHICH EXCEED THE LESSER OF (A) 20 mph; OR (B) THE ITEM'S APPLICABLE WIND RATING (SEE ANSI 92.20 FOR APPLICABLE WIND RATING)**, on steep or unstable terrain, on or near unblocked rights-of-way or vehicular traffic areas (unless a spotter and/or safety cones are properly used/deployed), near power line(s) or other electrocution hazards and/or without proper fall protection;
6. SECURELY FASTEN ALL BRACES, AND **CAREFULLY PLACE AND MAINTAIN ANCHORS, OUTRIGGERS AND OTHER STABILIZING DEVICES** on level and stable surfaces;
7. WHEN APPROACHING A STRUCTURE, FEATHER CONTROLS AND REDUCE CONTROL SPEEDS;
8. KEEP ALL ITEMS AND FPE IN GOOD CONDITION AND REPAIR, and CAREFULLY INSTALL ALL ACCESSORIES in accordance with the manufacturers' instructions;
9. DO NOT USE, OR PERMIT ANYONE ELSE TO USE, ANY ITEM(S) IF YOU/THEY ARE UNDER THE INFLUENCE OF ANY INTOXICANT(S) (**INCLUDING CANNABIS AND CANNABINOIDS, EVEN IF LEGALIZED, AS WELL AS ALCOHOL**), OR IF YOU/THEY ARE FEELING WEAK, DIZZY, DROWSY OR OTHERWISE IMPAIRED;
10. DO NOT JUMP ONTO OR OFF OF PLATFORMS OR PLANKS, AND DO NOT CLIMB on or outside of any Item(s) unless specifically designed for climbing;
11. **DO NOT ATTEMPT TO MODIFY, ALTER, DISCONNECT, CIRCUMVENT, DISMANTLE OR REPAIR ANY ITEM(S), SAFETY DEVICE(S) (INCLUDING WITHOUT LIMITATION, LOAD, TERRAIN, AND TILT SENSORS), OR FPE;**
12. **ASSUME THAT THE ITEM(S) ARE NOT EQUIPPED WITH LOAD AND/OR TILT SENSORS UNLESS THEY ARE CLEARLY MARKED OTHERWISE;**
13. **NEVER EXIT A MEWP**, unless: (a) it is in the stowed position and the platform is at ground level; or (b) in strict compliance with the manufacturer's written authorization (and in any event, if at height: (i) a properly fitted and attached full body harness and lanyard MUST be used; (ii) winds cannot exceed 20 mph; and (iii) the platform cannot be more than 12 inches from the exit surface);
14. **NEVER EXCEED HEIGHT OR WEIGHT LIMITS, OR RATED CAPACITY(IES)** OF ANY ITEM(S) (including number of occupants, load dimensions, size and/or weight);
15. IF ANY ITEM APPEARS DEFECTIVE OR IN NEED OF MAINTENANCE OR REPAIR, **IMMEDIATELY: (A) CEASE USING SUCH ITEM; (B) TAKE REASONABLE STEPS TO ENSURE THAT NO ONE ELSE ATTEMPTS OR IS ABLE TO USE IT; AND (C) NOTIFY TORO;**
16. PROVIDE A GUARDRAIL SYSTEM, FALL PROTECTION AND TOEBOARDS WHERE REQUIRED;
17. **DO NOT ERECT ITEM(S) NEAR ELECTRICAL POWER LINES; POWER LINES POSE ELECTROCUTION HAZARDS. THE ITEM(S) ARE NOT ELECTRICALLY INSULATED;**
18. NEVER ATTEMPT TO REPOSITION (MOVE) AN AWP, MEWP, LIFT, LADDER OR SCAFFOLD WHILE OCCUPIED, unless the Item is specifically designed for doing so;
19. **DO NOT PLACE STEPS, LADDERS OR OTHER DEVICES IN OR ON ANY ITEM(S)** FOR ANY REASON (including without limitation, in an effort to increase height); and
20. ESTABLISH, MAINTAIN AND POST AN ANSI / OSHA-COMPLIANT **SAFE USE PROGRAM AND AN EMERGENCY RESCUE PLAN** per 29 CFR 1926 (For more information, go to: <https://www.ipaf.org/sites/default/files/2018-04/IPAF%20Toolbox%20Talks%20A4%20TE-449-0917-1-en-GB.pdf>).

In the U.S., you shall carefully review and **post in a conspicuous place all applicable OSHA Guidelines (including those contained in 29 CFR Parts 1910 and 1926), ANSI/SAIA 92.2-92.9, 92.22, 92.24, and the Code of Safe Practices (and their respective successor provision(s), as applicable)**, and ensure that all persons who erect, dismantle or use any of the Item(s) are made aware of, and comply with, such guidelines as well as the foregoing Safety Rules at all times. **YOU AGREE TO ENSURE THAT ONLY PROPERLY TRAINED, INSTRUCTED, FAMILIARIZED AND SUPERVISED ADULTS ARE PERMITTED TO USE, OPERATE, OCCUPY OR DEAL WITH THE ITEM(S) AT ANY/ALL TIME(S).**

This Addendum supplements and shall be deemed incorporated into the above referenced Rental Contract, any contract of sale, and each other rental or sale contract for the same type(s) of Item(s) you enter into with Toro now or in the future, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of Toro under such contract(s), at law or in equity. Neither this Addendum nor the above referenced Contract(s) may be otherwise modified, unless authorized in writing by Toro. Customer's handwritten, digital, electronic, photocopied and/or facsimiled signature on Page 1 will be enforceable as an original with respect to each of Pages 1 and 2 of this Addendum.