



POTENTIALLY DANGEROUS EQUIPMENT ADDENDUM

I, _____, representing _____
(Print Name) (Name of Customer / Lessee on Rental Contract)

have rented one or more Items (a/k/a: "Rented Item(s)") from Badger Rental Services, Inc., a Georgia corporation (hereinafter referred to as "BRS"), under the terms of the Rental Contract I have executed with BRS (the "Rental Contract") identified below. I am aware that, under Occupational Safety & Health Administration ("OSHA") guidelines, **ALL OPERATORS OF THE RENTED ITEM(S) ARE REQUIRED TO TAKE SPECIAL PRECAUTIONS AND USE OR WEAR PERSONAL PROTECTIVE EQUIPMENT ("PPE") WHEN OPERATING SUCH RENTED ITEM(S)**, and all employers are responsible for ensuring that their employees: (a) use or wear PPE when operating such Rented Item(s), and (b) receive training and familiarization enabling such employees to properly use, inspect and maintain such PPE. Accordingly, I the undersigned, hereby acknowledge and agree as follows with respect to all of the Rented Item(s) listed in the Rental Contract identified below (and with respect to any and all of my future rentals from BRS, I will ensure the following):

- (1) that the recommended or required PPE (as more particularly described on Page 2) has been made available to me by BRS on reasonable terms;
- (2) that I have elected to Accept or Decline such PPE, as set forth on Page 2 hereof, with full knowledge of the potential hazards associated with using the Rented Item(s), as well as the hazards associated with failing to use PPE;
- (3) that I have personally inspected, tested and approved each Rented Item prior to attempting to use it/them or making any Rented Item(s) available for use by any other party; and
- (4) that I have: (a) received, carefully reviewed, and fully understand all applicable safety guidelines, instructions and warnings, including without limitation OSHA regulations (e.g., 29 CFR §§ 1910, 1926 and 1960), the applicable OSHA Fact Sheet(s) and related publications available at: <https://www.osha.gov/pls/publications/publication.AthruZ?pType=athruz>, applicable ANSI Standards, as well as any and all required training and familiarization with respect to the Rented Item(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 (a) the foregoing requirements, including without limitation, all applicable Instructions and Warnings, and (b) the Safety Rules appearing on Page 2; and I understand that:

THE RENTED ITEM(S) CAN BE DANGEROUS

ACCORDINGLY, IN ADDITION TO MY OBLIGATIONS UNDER EACH RENTAL CONTRACT, 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 BRS, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, PARTNERS, 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 DEATH), PROPERTY DAMAGE, LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM AND/OR ASSOCIATED WITH THE RENTED ITEM(S), INCLUDING, BUT NOT LIMITED TO, THE USE, MISUSE, TRANSPORTATION, INSTALLATION, DEMONSTRATION, MOVEMENT, STORAGE, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH RENTED ITEM(S), AND/OR ANY REFUSAL AND/OR FAILURE TO PROPERLY USE, PPE IN CONNECTION THEREWITH, WHETHER BY MYSELF OR BY ANY ONE OR MORE OTHER (THIRD) PARTY(IES).

This Addendum, together with the Safety Rules appearing on Page 2 (or the reverse side) hereof, supplements the Rental Contract identified below and each other Rental Contract entered into between BRS and the undersigned (or any entity represented or controlled by, controlling or under common control with the undersigned, and/or its/their respective affiliates) 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 Rental Contract identified below (or any other Rental Contract) may be otherwise modified, unless authorized in writing by BRS. The undersigned party's handwritten, digital, electronic, photocopied or facsimiled signature hereon will be enforceable as an original for all purposes with respect to the Rented Item(s) identified in the Rental Contract referenced below and with respect to all other Item(s) rented from BRS at any time.

Acknowledged and agreed as to Pages 1 and 2 hereof by the undersigned to be effective as of the effective date of the subject Rental Contract.

(Signature: Customer/Lessee/Authorized Signatory)

(Rental Contract Date and/or Number)



POTENTIALLY DANGEROUS EQUIPMENT ADDENDUM

Safety Equipment:	Accept:	The party signing this Addendum on Page 1 has been informed of the need for, and has been offered (on reasonable terms) all Personal Protective Equipment (“PPE”) referenced on Page 1 and in the columns to the left, but has declined such PPE, except as noted herein.* Lessee agrees to furnish all required PPE and training, and assumes full responsibility for obtaining, providing and complying with (and requiring Lessee’s employees to use and comply with) ALL REQUIRED PPE and SAFETY INSTRUCTIONS, as provided on Page 1.
Hard Hat / Helmet / Head Protection:		
Goggles / Glasses / Visors / Eye Protection:		
Ear / Hearing Protection:		
Face Protection:		
Vest / Upper Body Protection:		
Safety Gloves / Hand Protection:		
Chaps / Leg Protection:		
Foot Protection:		
Respiratory Protection:		
Other PPE: _____		

* Important Note: You will be deemed to have declined the subject safety equipment with respect to your current rental and with respect to future rentals from BRS, unless with respect to each such rental, you complete this Addendum and check “Accept” above, evidencing your acceptance of the specified equipment in each case.

WORKING WITH THE RENTED ITEM(S) IS POTENTIALLY DANGEROUS

USING AND/OR DEALING WITH THE RENTED ITEM(S) CAN BE **DANGEROUS**. YOU MUST **OPERATE AND MAINTAIN THE RENTED ITEM(S) CAREFULLY AND PROPERLY AND USE PERSONAL PROTECTIVE EQUIPMENT AT ALL TIMES.**

Following is a summary of some common-sense rules designed to promote safety in the use of these tools. You are directed to review the applicable OSHA Guidelines and ANSI Standards (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 you are directed for further information):

1. POST THESE SAFETY RULES IN A CONSPICUOUS PLACE, and be sure that all users are aware of them;
2. COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS, CODES, ORDINANCES AND GUIDELINES;
3. CAREFULLY INSPECT ALL RENTED ITEMS BEFORE EACH USE: Never use any Rented Item(s) or PPE that is/are malfunctioning, severely worn, defective, damaged or deteriorated in any way;
4. SURVEY THE JOB SITE and identify potential hazards associated with the use of the Rented Item(s);
5. KEEP ALL RENTED ITEMS AND PPE IN GOOD CONDITION AND REPAIR. Avoid using rusted or corroded items;
6. CAREFULLY INSTALL ALL ACCESSORIES in accordance with the manufacturers’ recommended procedures;
7. **ALWAYS USE OR WEAR PPE, AND ENSURE ALL OTHERS DO SO, when dealing with Rented Item(s);**
8. CAREFULLY INSPECT ALL PPE before using or permitting others to use any Rented Item(s);
9. DO NOT USE, OR PERMIT ANYONE ELSE TO USE, RENTED ITEM(S) IF YOU/THEY ARE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, OR IF YOU/THEY ARE FEELING WEAK, DIZZY, DROWSY OR OTHERWISE IMPAIRED;
10. CHECK CONTROLS, HOLDS, HANDLES AND OTHER SAFETY DEVICES to ensure they are functioning properly and adjusted according to the Manufacturers’ instructions;
11. FUEL RENTED ITEM(S) AT LEAST 10 FEET FROM SOURCES OF IGNITION;
12. CHECK ANY FUEL CONTAINER(S) FOR THE FOLLOWING REQUIREMENTS:
 - Must be metal or plastic; and
 - Must be approved by Underwriters’ Laboratories (UL), Factory Mutual (FM), the U.S. Department of Transportation (DOT), or other Nationally Recognized Testing Laboratory;
13. DO NOT ATTEMPT TO MODIFY, ALTER, DISMANTLE OR REPAIR ANY RENTED ITEM(S) OR PPE;
14. IF ANY RENTED ITEM APPEARS DEFECTIVE OR IN NEED OF MAINTENANCE OR REPAIR, **IMMEDIATELY:** (A) CEASE USING SUCH RENTED ITEM; (B) TAKE REASONABLE STEPS TO ENSURE NO ONE ELSE ATTEMPTS TO USE IT; AND (C) NOTIFY BRS;
15. DO NOT INTERMIX PARTS FROM DIFFERENT MANUFACTURERS;
16. CAREFULLY INSPECT ALL RENTED ITEMS REGULARLY to be sure they are maintained in a safe and undamaged condition;
17. CONSULT THE MANUFACTURER WHEN IN DOUBT; NEVER TAKE CHANCES;

The party signing this Addendum on Page 1 agrees to comply with the foregoing rules at all times, to carefully review and **post in a conspicuous place all applicable OSHA Guidelines (including those contained in 29 CFR Parts 1910, 1926 and/or 1960, as applicable)**, and to ensure that, at all times hereafter, all persons who use, maintain or otherwise deal with any Rented Item(s) are made aware of such guidelines as well as the foregoing Safety Rules.