



301 West 60th Place, Denver, CO 80216
Office (303) 761-3183 Fax (303) 761-7950

STORAGE AGREEMENT
BETWEEN WCSC ACQUISITION COMPANY, LLC DBA WINSLOW CRANE SERVICE
COMPANY (“WINSLOW”) AND CUSTOMER

RE: STORAGE OF MATERIALS AND/OR EQUIPMENT AT WINSLOW’S YARD LOCATIONS

Winslow has entered into certain agreements/quotes with customers requiring the use of equipment owned by Winslow to be used to offload, store both inside and outside storage and reloaded and delivered to customer job sites. Fees for equipment, handling and storage will be based on the written quote issued between both parties. If a written quote was not supplied prior to delivery/arrival of equipment, the rates will be as listed on exhibit C. Customer desires to store, and Winslow agrees to permit, for a period of time as per the written quote or the rates listed on Exhibit C, materials and/or equipment (listed in Exhibit “B” attached) in the Winslow yard.

As a condition of extending this service, Customer agrees as follows:

1. Customer will not attempt to hold any of the above-named companies or their officers and employees, “Winslow Companies” liable as a result of said storage; and
2. Customer will obtain adequate property damage insurance coverage to cover the value of said material and/or equipment; and, it will obtain liability insurance coverage of a minimum of \$1,000,000 coverage to insure it against claims for injury or damage resulting from said material/equipment being stored on Winslow property; and
3. It will obtain Workers Compensation Insurance coverage in amounts as required by Colorado law; and
4. It will furnish Winslow with a copy of said Certificate of Insurance, naming WCSC Acquisition Company, LLC dba Winslow Crane Service Company and their officers and employees as additional insured with respect to the property damage and liability insurance coverage, and shall keep said coverage current for the entire time said property is so stored. For all required insurance policies the certificate shall provide for a waiver of subrogation in favor of W C S C Acquisition Company, LLC dba Winslow Crane Service Company; and their officers and employees. (Exhibit D)
5. Customer will use Winslow to transport and set the materials and/or equipment at the time said materials and/or equipment are required at Customer’s job site.
6. Winslow shall not be liable for any damage caused by our equipment to parking lots, curbs, shrubs, trees or any other surfaces or otherwise stated in Exhibit A.
7. Winslow shall not be liable for any damages to equipment that is not clearly visible nor covered by packaging when it is received at our warehouse/storage facility.

When setting up delivery of units to be stored in our yard please provide the carrier with the following information:

1. Name of Company that will be responsible for the materials and/or equipment in Winslow’s yard.
2. Contact information in case of damage to units or problems with unloading at time of arrival.
3. Name and location of Job Site where materials and/or equipment will be delivered to at a point in the future.
4. Winslow must be notified 48 hours prior to delivery either by the carrier or by the customer.
5. Winslow hours of unloading are 7:00 A.M. to 2:00 P.M. Monday through Friday excluding holidays. After hours handling accepted with prior approval of the customer at additional charges.
6. Please include all DBA’s for your companies.
7. All pricing, payments and additional terms shall be based on written quote.
8. Send Information from Exhibit B to Storage manager and/or Salesman.



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EXHIBIT A

STORAGE AGREEMENT

BETWEEN WCSC ACQUISITION COMPANY, LLC DBA WINSLOW CRANE SERVICE COMPANY ("WINSLOW") AND CUSTOMER

RE: STORAGE OF MATERIALS AND/OR EQUIPMENT AT WINSLOW'S YARDS

TENDER OF GOODS--All GOODS shall be delivered to the Company properly marked and packaged for Company and handling. Depositor represents and warrants that Depositor is lawfully possessed of the GOODS and has the right and authority to store them with Company. The Depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately.

STORAGE PERIOD & CHARGES --Unless otherwise agreed in writing, all charges for storage are per container or other agreed unit per day. The storage day begins on the date that this agreement is signed followed by the day the Company receives and accepts care, custody and control of the GOODS, regardless of unloading date or date of issue of Company receipt.

TRANSFER, TERMINATION OF COMPANY, REMOVAL OF GOODS --Instructions to transfer GOODS on the books of the Company are not effective until delivered to and accepted by Company, and all charges up to the time transfer is made are chargeable to the Depositor. If a transfer involves re-handling the GOODS, such will be subject to a charge. When GOODS in storage are transferred from one party to another through issuance of a new Company receipt, a new storage date is established on the date of transfer.

HANDLING--The handling charge will be billed separately and covers the ordinary labor involved in receiving GOODS at Company door, placing GOODS in storage, and returning GOODS to Company door. Handling charges are due and payable on receipt of GOODS. Unless otherwise agreed in writing, labor for unloading and loading GOODS will be subject to this handling charge. Additional expenses incurred by the Company in receiving and handling damaged GOODS, and additional expense in unloading from or loading not at Company door will be charged to the Depositor. The Company shall not be liable for any demurrage or detention. DELIVERY REQUIREMENTS--No GOODS shall be delivered or transferred except upon receipt by the Company of Depositor's complete written instructions. When GOODS are ordered out a reasonable time shall be given to the Company to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or any reason beyond the Company's control, or because of loss of or damage to GOODS for which Company is not liable, or because of any other excuse provided by law, the Company shall not be liable for failure to carry out such instructions and GOODS remaining in Company will continue to be subject to regular Company charges.

LIABILITY AND LIMITATION OF DAMAGES

COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO GOODS TENDERED, STORED OR HANDLED HOWEVER CAUSED UNLESS SUCH LOSS OR DAMAGE RESULTED FROM THE FAILURE BY COMPANY TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES, AND COMPANY IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OF PROFIT, OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND. GOODS ARE NOT INSURED BY COMPANY AGAINST LOSS OR DAMAGE HOWEVER CAUSED. DEPOSITOR DECLARES AND AGREES THAT ALL DAMAGES ARE LIMITED TO STATED VALUE STATED ON EXHIBIT B. ANY LIABILITY OF COMPANY FOR DAMAGES MAY, AT THE TIME OF ACCEPTANCE OF THIS CONTRACT AND AS PROVIDED IN THIS SECTION, BE INCREASED UPON DEPOSITOR'S WRITTEN REQUEST FOR PART OR ALL OF THE GOODS HEREUNDER, IN WHICH EVENT AN ADDITIONAL DAILY CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION. WHERE LOSS OR DAMAGE OCCURS TO TENDERED, STORED OR HANDLED GOODS, FOR WHICH COMPANY IS NOT LIABLE, THE DEPOSITOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY ENVIRONMENTAL CLEAN UP AND SITE REMEDIATION RESULTING FROM THE LOSS OR DAMAGE TO THE GOODS. Depositor agrees to indemnify and save Company, its employees and agents harmless from all claims for death or injury to persons or damage or injury to property, including Depositor's property, arising in any manner out of damage, including fire, caused by Depositor's property. Depositor'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, reasonable attorneys' fees and costs of settlement.

NOTICE OF CLAIM AND FILING OF SUIT--Claims by the Depositor and all other persons must be presented in writing to the Company within a reasonable time, and in no event any later than the earlier of: (i) 7 days after delivery of the GOODS by the Company or (ii) 7 days after Depositor is notified by the Company that loss or damage to part or all of the GOODS has occurred. No lawsuit or other action may be maintained by the Depositor or others against the Company for loss or damage to



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the GOODS unless timely written claim has been given as provided in paragraph (a) of this section and unless such lawsuit or other action is commenced by no later than the earlier of: (i) nine months after date of delivery by Company or (ii) nine months after Depositor is notified that loss or damage to part or all of the GOODS has occurred. When GOODS have not been delivered, notice may be given of known loss or damage to the GOODS by mailing of a letter via certified mail or overnight delivery to the Depositor. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by Company.

ACCURATE INFORMATION--Depositor will provide Company with information concerning the GOODS which is accurate, complete and sufficient to allow Company to comply with all laws and regulations concerning the Company, handling and transporting of the GOODS. Depositor will indemnify and hold Company harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which Company pays or incurs as a result of Depositor's failing to fully discharge this obligation.

SEVERABILITY and WAIVER -- If any provision of this Contract, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected thereby but shall remain in full force and effect. Company's failure to require strict compliance with any provision of this Contract shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Contract. The provisions of this Contract shall be binding upon the heirs, executors, successors and assigns of both Depositor and Company; contain the sole agreement governing GOODS tendered to the Company; and, cannot be modified except by a writing signed by Company and Depositor.

LIEN--Company shall have a general lien for all lawful charges of Company and preservation of the GOODS; also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing cooperating, and other charges and expenses in relation to such GOODS, and for the balance on any other accounts that may be due. Company further claims a general Company lien for all such charges, advances and expenses with respect to any other GOODS stored by the Depositor in any other facility owned or operated by Company. In order to protect its lien, Company reserves the right to require advance payment of all charges prior to shipment of GOODS.

GOVERNING LAW AND JURISDICTION - This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state of Colorado. Any lawsuit or other action involving any dispute, claim, or controversy relating in any way to this Contract shall be brought only in the appropriate state or federal court in Colorado.

BUILDING/WATCHMAN -- No warranty or representation is made that the Company's storage areas are fireproof or that the GOODS stored therein cannot be destroyed by fire. The Company shall not be required to maintain a watchman/security guard at any time.

Upon receipt of items being stored at facility, client accepts and complies with all terms and conditions contained in the quote provided. Written signature shall not define acceptance of quote. Acceptance of quote shall be defined as commencement of delivery of goods to facility. This quote/acknowledgement shall supersede all other documents.

WCSC ACQUISITION COMPANY, LLC DBA WINSLOW CRANE SERVICE COMPANY ("WINSLOW")

Customer Name (Please Print Company Name): _____

Sign: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Contact information in case of damage to materials and/or Equipment

Name: _____

Phone: _____

Email: _____



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EXHIBIT B
STORAGE AGREEMENT
BETWEEN WCSC ACQUISITION COMPANY, LLC DBA WINSLOW CRANE
SERVICE COMPANY (“WINSLOW”) AND CUSTOMER

RE: STORAGE OF MATERIALS AND/OR EQUIPMENT AT WINSLOW’S YARD LOCATIONS

DESCRIPTION & VALUE OF GOODS

(TO BE FILLED OUT AND SENT TO SALESMAN OR jelliot@winslowcrane.com PRIOR TO GOODS BEING DELIVERED TO YARD)

CUSTOMER: _____

CUSTOMER CONTACT NAME: _____ CELL PHONE#: _____

TYPE OF STORAGE REQUESTED:

- OUTDOOR
- COVERED OUTDOOR
- INDOOR

SPECIAL REQUEST: _____

TYPE OF ITEMS BEING STORED: _____

NUMBER OF PIECES: _____

SIZE OF AREA REQUIRED FOR ITEMS TO BE STORED: _____

MANUFACTURE/MODEL: _____ SERIAL #'S _____
(IF APPLICABLE)

VALUE OF GOODS TO BE STORED: _____

APPROXIMATE DATE OF SHIPMENT: _____

APPROXIMATE DATE OF JOB: _____

JOB SITE NAME: _____

JOB SITE ADDRESS: _____

PURCHASE ORDER NUMBER: _____

OTHER NOTES: _____

FOR INTERNAL USE ONLY ▶

SALESMAN: _____ QUOTE No.: _____ OR JOB No.: _____

STORAGE JOB No. DNST- _____

YARD LOCATION: _____

OTHER NOTES: _____



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EXHIBIT C
STORAGE AGREEMENT
BETWEEN WCSC ACQUISITION COMPANY, LLC DBA WINSLOW CRANE
SERVICE COMPANY (“WINSLOW”) AND CUSTOMER

EQUIPMENT, STORAGE & LABOR RATES

Outdoor Storage	\$1.25/sq. ft. per month (1 month Minimum)
Covered Outdoor Storage (Coming Soon)	\$2.25/sq. ft. per month (1 month Minimum)
Indoor Storage	\$2.50/sq. ft. per month (1 month Minimum)
Storage Handling	\$305.00/hour (1-hr minimum)
Riggers (when required)	\$110.00/hr. per man (1-hr minimum)
After Hours Handling	\$40.00/hr. per man (2-hr minimum)
Truck –Legal Load	\$115.00/hour (2-hr minimum)

Equipment & Labor Rates will be billed at the 1-hour minimum rates listed above and all hours that exceed the minimum are based on time used for offloading, reloading and hauling to job sites. (Handled – Offloading, moving, re-loading and transport to job sites)

Storage items will be billed at \$1.25 per square foot, plus a 2 foot walkway around the equipment per month. (Example unit 10’ W x 20’ L = 200 sq. feet, walkway, 2’ x 10’ & 2’ x 20’ = 60 sq. feet = a total area of 260 sq. feet multiplied by \$1.25 = \$325 per month)

Storage of used/salvage equipment will be billed upon arrival date at the rate of \$0.75 per square foot, plus a 2 foot walkway around the equipment per **Week** (1 week Minimum). (Example unit 10’ W x 20’ L = 200 sq. feet, walkway, 2’ x 10’ & 2’ x 20’ = 60 sq. feet = a total area of 260 sq. feet multiplied by \$.75 = \$195 per week). It is the responsibility of the customer to have the unit reclaimed and inform Winslow when it is ready to be scrapped at the nearest scrap facility. Winslow will then charge an additional handling fee and trucking fees for the time it takes to take the unit to the scrap facility. If customer would like Winslow to have units reclaimed arrangements for this service will be available at an additional charge. Customer may choose to sign over equipment in lieu of accruing storage fees for old scrap units.

Equipment left **unclaimed** or unaccounted for more than 4 months shall become the property of Winslow Crane Service Company. All invoice charges for storage will still be enforceable.

