



# TRENCH SAFETY RENTALS GUIDELINE PACKET

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**This packet incorporates the additional safety guidelines, terms, conditions, and responsibility for the rental of the Beam and Plate System and Slide Rail System to include components, accessories, parts, and ancillary equipment; tripod and winch system; pipe plugs, gas monitors and trench shoring and shielding, the terms of which are expressly agreed to by Lessee/Customer.**

## **BEAM AND PLATE SYSTEM AND SLIDE RAIL SYSTEM RENTALS**

Lessee/Customer will furnish all skilled operators, installation removal labor, general labor, and all equipment inclusive of excavators, cranes, welding equipment, cutting torches, dewatering equipment, auger machines and any other equipment required or typically deemed necessary to safely install, maintain and remove all Beam and Plate System components and/or all Slide Rail System components as recommended by the equipment manufacture, Site Specific Trench Safety Plan, and lessee/contractor designated onsite Competent Person.

Lessee/Customer will furnish to Sunstate Equipment Co. LLC (and engineering firms if Site Specific Trench Safety Plan is required) all Soil Boring Logs and other job information, verifying soil conditions and surcharge loads prior to initiating the installation process of the Beam and Plate System components and/or Slide Rail System components.

If subsurface water is expected or anticipated, Lessee/Customer will provide all equipment, labor and be responsible for all costs to properly "de-water" the planned excavation site prior to and during the installation of the Beam and Plate System and/or Slide Rail System. If required, the de-watering system will remain in place and operational for the entire period the Beam and Plate System and/or Slide Rail System is in place and will not be terminated or removed until all components have been safely removed from the project.

If required by the project manager and/or any Federal, State, or local regulations and/or laws, Lessee/Customer hereby agrees to secure and/or purchase and pay for a Site-Specific Trench Safety Rental plan.

The Lessee/Customer hereby acknowledges that Sunstate Equipment Co. LLC has recommended the Lessee/ Customer secure a Site-Specific Trench Safety Plan prior to starting the installation process of the Beam and Plate System and/or Slide Rail System and Sunstate Equipment Co. LLC can provide a Site-Specific Trench Safety Rental Plan for the Lessee/Customer upon request. The cost of any such Site-Specific Trench Safety Rental Plan is the responsibility of the Lessee/Customer.

The Lessee/Customer hereby agrees to follow and comply with all recommendations of any Site-Specific Trench Safety Plan and/or Manufacturer's Tabulated Data worksheets prior to initiating the installation process of the Beam and Plate System components and/or Slide Rail System components.

The Lessee/Customer further agrees to perform all excavation work in accordance with the manufacturer's instructions, Site Specific Trench Safety Plan and in compliance with all applicable local, State, Federal Safety Laws and Standards and all OSHA rules and regulations.

Lessee/Customer is responsible for the costs and equipment required for the timely unloading of all Beam and Plate components and/or Slide Rail components upon delivery to the job site as well as reloading of all equipment upon job completion.

Lessee/Customer agrees to assemble, erect, and install the Slide Rail System in accordance with the manufacturer's instructions and recommendations.

All costs for the rental and/or purchase of any and all additional designs, engineering, shoring equipment, shielding equipment or sheeting products will be the sole responsibility of the Lessee/Customer.



## TRENCH SAFETY RENTALS GUIDELINE PACKET *(cont.)*

Without the express prior written approval of Sunstate Equipment Co. LLC, all rental/lease charges for the Beam and Plate and/or Slide Rail equipment for any project will activate and begin to accrue on the date the first shipment of equipment leaves the servicing branch equipment yard for delivery. The rental period charges will terminate and cease to accrue on the date the final and complete list of all the equipment designated for the project as part of the design whether used or not is returned to the designated servicing branch equipment yard.

All Beam and Plate components and/or Slide Rail components are to be returned to Sunstate Equipment Co. LLC in the same condition as delivered with normal wear and tear expected. All charges for damage and or lost equipment will be billed to Lessee/Customer by Sunstate Equipment Co. LLC. Lessee/Customer hereby agrees to submit full and complete payment to Sunstate Equipment Co. LLC for all charges for damage or lost equipment within thirty (30) days of the date of invoice.

If the Beam and Plate and/or Slide Rail equipment is used in contaminated soils, Lessee/Customer hereby expressly agrees to take full financial responsibility for all costs required to have the equipment cleaned and decontaminated prior to returning said equipment to Sunstate Equipment Co. LLC. If any equipment is returned to Sunstate Equipment Co. LLC and discovered to be contaminated, Sunstate Equipment Co. LLC will invoice the Lessee/Customer for and Lessee/Customer hereby agrees to immediately reimburse Sunstate Equipment Co. LLC for all labor, equipment charges, decontamination charges, cleaning charges, painting costs and overhead costs incurred for the cleaning and decontaminating process as well as for all costs for transport of decontaminated materials to a proper disposal site and any other related decontamination process expenses.

Lessee/Customer agrees that all equipment prices quoted by Sunstate Equipment Co. LLC are freight on board (FOB) by the closest servicing branch location as designated by Sunstate Equipment Co. LLC. Lessee/Customer agrees to be fully responsible for and will immediately pay within thirty (30) days of the date of the invoice, all applicable delivery and pickup transportation charges for any and all equipment shipped to the Lessee/Customer Jobsite and the transportation cost to return all equipment to the servicing branch location. Occasionally it may be necessary for Sunstate Equipment Co. LLC to transfer in equipment from a Manufacturer, Third Party supplier or another Sunstate branch to service customer needs on a project. Lessee/Customer agrees to reimburse all costs associated with moving equipment in the event of project cancellation, design changes or delays by the Lessee/Customer.

Lessee/Customer agrees that this basic set of lifting slings and components are being provided as a "convenience" item only. Lessee/Customer agrees to be solely responsible for any damage to these items or in the event the items are lost or not returned to the servicing branch.

Sunstate Equipment Co. LLC will provide up to a combined total of ten (10) man-hours of time for a representative to provide onsite instruction and guidance to Lessee/Customer during the installation, use, and removal process. If requested by Lessee/Customer, and Sunstate Equipment Co. LLC's sole option, Sunstate Equipment Co. LLC may choose to provide additional on-site representative time to the project. This additional time will be billed by Sunstate Equipment Co. LLC to the Lessee/Customer on an hourly basis with a 3-hour minimum per occurrence. Any additional time will be invoiced to and paid by the Lessee/Customer at a rate of \$150 per man-hour to include all travel time to and from the job site, plus all applicable travel, food, and lodging expenses.

If available, Sunstate Equipment Co. LLC will furnish the manufacturer's information and the manufacturer's tabulated data to the Lessee/Customer. The Lessee/Customer hereby expressly acknowledges that Sunstate Equipment Co. LLC is in no way liable for any injury, death, loss, casualty, or damage caused by the use of the equipment by the Lessee/Customer. The Lessee/Customer releases Sunstate Equipment Co. LLC from any and all claims arising out of or relating to the use of the equipment by the Lessee/Customer.



# TRENCH SAFETY RENTALS GUIDELINE PACKET *(cont)*

All Terms and Conditions as stated on and in the standard rental agreement remain in full force and effect. Lessee/Customer hereby agrees to be bound by all said terms and conditions of the standard rental agreement and these additional Trench Safety Rental Guidelines. No rental of any equipment may begin until this Agreement has been agreed to and executed by an authorized agent on behalf of the Lessee/Customer.

**Lessee/Customer:**

_____	_____	_____
<b>Company Name</b>	<b>Phone/Email</b>	<b>Date</b>
_____	_____	_____
<b>Signature</b>	<b>Title</b>	<b>Printed Name</b>
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