



EASTMAN CONCRETE PUMPING INC

1861 Seaton Rd, Cambridge
 (855) PUMPGUY
 (786 7489)
 www.pumpguy.ca
 EastmanCPInc@outlook.com

CONCRETE PUMP RENTAL TERMS AND CONDITIONS

The terms of this agreement are as follows,

- A minimum of 4 hours is required per booking
- An additional \$50 per hour is applicable after 8 hours on site, before 7am/after 5pm daily and on weekends
- Additional fees apply for travel expenses
- Additional fees apply for pump primer and retarder
- Additional fees will apply if pump must wash offsite after pour
- All above terms and conditions are subject to change without notice

Prices in effect Jan 2023

Items	Rate	Notes
47M Pump	\$200.00 per hour	
Travel	\$50.00 per half hour	
Pump primer	\$20.00 each	
Slow Willy Concrete Retarder	\$30.00 each	
Offsite Wash Out	\$150.00 per job	

All applicable taxes are extra.

Many Thanks,

Cody Eastman
 Owner/Operator

REQUEST FOR SERVICE

CLIENT		JOB ADDRESS	
ADDRESS		JOB START DATE	
PHONE		JOB DETAILS	
EMAIL			
ACCEPTED BY SIGNATURE		NAME (PLEASE PRINT)	



EASTMAN CONCRETE PUMPING INC

CONCRETE PUMPING SERVICES – GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION – To the fullest extent permitted by law, CLIENT agrees to fully indemnify, hold harmless and defend EASTMAN CONCRETE PUMPING INC and its directors, officers, shareholders, employees and agents, from and against all claims, demands, actions, damages, liabilities, losses and expenses (including but not limited to reasonable legal fees and costs), from the injury or death of persons, including the injury or death of EASTMAN CONCRETE PUMPING INC's employee as well as any and all loss, damage or injury to property, included but not limited to the "equipment" ("equipment" is hereinafter defined as anything supplied or reasonably required for operation of the rental equipment including the rental equipment requested by CLIENT), which arises out of or relates to, either directly, indirectly, or in any manner out of CLIENT's work, use, operation or possession of the equipment or operator.

2. OPERATION OF EQUIPMENT AND JOB SITE RESPONSIBILITIES - It is expressly agreed to by and between the parties hereto that the rental charges quoted by EASTMAN CONCRETE PUMPING INC are limited to the rental of the equipment and operator. It is further agreed that while on site, the concrete pumping tasks are under the exclusive planning, supervision, and control of CLIENT. It shall be the duty of CLIENT to give specific instructions and directions to all persons operating the equipment, including the EASTMAN CONCRETE PUMPING INC operator, in regard to the pumping tasks required by CLIENT and CLIENT agrees to provide or otherwise select competent and experienced personnel to direct these concrete pumping tasks. EASTMAN CONCRETE PUMPING INC agrees to provide a competent and experienced operator for its equipment. CLIENT shall provide a concrete mix quality suitable for both the concrete pumping tasks and equipment requested from EASTMAN CONCRETE PUMPING INC for which the CLIENT will be exclusively responsible. CLIENT shall provide reasonable scheduling for associated activities included but not limited to the following: concrete deliveries, labour force for set up of equipment and handling of pumping equipment while placing grout for priming system, a suitable place for cleanup of system and pump, disposal of waste concrete resulting from equipment clean up, suitable area for equipment set up including access to roadway and suitable ground conditions for the equipment requested, until all tasks are performed. EASTMAN CONCRETE PUMPING INC will endeavor to minimize damage to property. CLIENT will release EASTMAN CONCRETE PUMPING and its subsidiaries from any liability from property damage resulting from operating, parking, and driving of pump on the premises described in this contract. CLIENT assumes all responsibility for the removal of equipment from site and any damages that may be suffered, if any, if conditions are not suitable. CLIENT acknowledges that additional fees may apply if EASTMAN CONCRETE PUMPING INC supplies any services or materials other than the rates of the above noted items. It is CLIENT's responsibly to notify EASTMAN CONCRETE PUMPING INC 2 days in advance of any change of schedule. CLIENT is responsible for all safety conditions of the site, including but not limited to standard safety regulations or standards while EASTMAN CONCRETE PUMPING INC equipment and/or operator are on site. CLIENT shall ensure that EASTMAN CONCRETE PUMPING INC operator is never left alone on site. CLIENT shall ensure that proper assistance is provided to the EASTMAN CONCRETE PUMPING INC operator at all times, including but not limited to assisting in a safe cleanup and safely backing out of the site, if required.



3. DELAYS STOPPAGES AND BACKCHARGES –

a. No back charges shall be charged against EASTMAN CONCRETE PUMPING INC for delays or stoppages which result from:

- (a) breach of the responsibilities of CLIENT as described elsewhere in this agreement;
- (b) improper concrete mix quality resulting in rejected loads and or mechanical breakdown or failure of equipment that is caused by improper concrete mix quality;
- (c) for the first one (1) hour of any other mechanical breakdown or failure of the equipment;
- (d) late arrival for a scheduled afternoon pour;
- (e) damage to asphalt, curbs, trees, landscaping, utility lines, septic systems or any other property within the site's property line;
- (f) strikes, lockouts, acts of God, adverse weather or other causes beyond the reasonable control of EASTMAN CONCRETE PUMPING INC;
- (g) damage to property beyond curb line;
- (h) loss of concrete resulting from the addition of water.

b. Back charges for concrete finisher overtime labour costs, if otherwise allowable, shall not exceed the actual time of the delay or stoppage of the pumping equipment less the first one (1) hour of such breakdown or failure, as above provided and there shall be no back charges or claims by the CLIENT of any kind related to consequential damages arising from any failure or breach of contract by EASTMAN CONCRETE PUMPING INC.

c. Back charges for loss of concrete, if otherwise allowable, shall accrue only for that amount of concrete lost which exceeds five percent (5%) of the total volume of concrete pumped in that one (1) day period.

d. In no event shall the total of all back charges accruing exceed the total rental price chargeable by EASTMAN CONCRETE PUMPING INC for that one (1) day period.

4. NOTICE AND WAIVER – Back charges and claims for any and all damages including damages resulting from delay due to the fault of EASTMAN CONCRETE PUMPING INC shall be deemed waived by CLIENT unless such claim is made in writing to EASTMAN CONCRETE PUMPING INC within forty-eight (48) hours from the beginning of the delay.

5. TERMS OF PAYMENT – CLIENT shall pay EASTMAN CONCRETE PUMPING INC all rental payments within thirty (30) days from the date of invoice All sums not paid when due shall bear interest at the rate of 1.5% per month from the date until paid or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including reasonable legal fees shall be paid by the CLIENT. EASTMAN CONCRETE PUMPING INC, at its option, may require CLIENT to make rental payments in advance. The failure to pay EASTMAN CONCRETE PUMPING INC all amounts for rental payments in accordance with this provision shall be a bar to any claim brought by the CLIENT against EASTMAN CONCRETE PUMPING INC for any reason whatsoever. CLIENT waives the right to set-off of any of its claims as against EASTMAN CONCRETE PUMPING INC.



6. CONDITIONS -- The CLIENT hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the equipment is to be stored, parked, or operated. The CLIENT shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the equipment requested while in operation or otherwise. If the ground or soil condition is such that it cannot support the equipment, the CLIENT shall take all necessary measures to ensure that these conditions are remedied prior to the equipment arriving on site. These measures include, but are not limited to, the provision of proper shoring or cribbing or other measures. CLIENT assumes all responsibility and shall take all necessary measures to ensure that the equipment is not being operated around power lines. It is CLIENT's responsibility to ensure that neither the equipment nor persons in or around such equipment is exposed to the danger of energized power lines. CLIENT shall ensure that all power lines in the work area are identified prior to the work beginning. CLIENT shall take all necessary measures to ensure that all power lines are de-energized prior to the equipment being operated in or around such power lines. CLIENT shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, CLIENT shall ensure to keep the equipment clear of such power lines at the distances required by locally binding safety regulations or standards.

7. AUTHORIZED SIGNATURE - In the event that the rental agreement has been executed by an individual on behalf of the CLIENT, it is agreed and acknowledged by CLIENT that the individual whose signature is affixed hereto represents an individual with full signing authority to execute this agreement on behalf of CLIENT.

8. APPLICABLE LAW AND JURISDICTION – In the case of any and all disputes and or proceedings OR for all matters relating to these Terms and Conditions, CLIENT consents and agrees to be governed by the laws of the Province of Ontario, despite any conflict of laws provision, and attorn to the exclusive jurisdiction of the city of Cambridge, in the Province of Ontario.

9. AMENDMENTS TO THESE GENERAL TERMS AND CONDITIONS – EASTMAN CONCRETE PUMPING INC reserves the right to change the General Terms and Conditions at any time. Notice of any such changes shall be provided to the CLIENT by providing notice to the CLIENT electronically or otherwise, which changes shall become effective immediately upon being brought to the attention of the CLIENT.