



SILICA DUST (AND ASBESTOS) ADDENDUM

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

have rented from Epoch Corporation, d/b/a "Grand Rental Station" (hereinafter also referred to as "GRS," "Lessor," "we," "us" and/or "our"), one or more item(s) ("Rented Item(s)"), the use of which may generate and/or result in exposure to respirable crystalline silica ("Silica Dust") and/or asbestos, under the terms of the Rental Contract I have executed with GRS (the "Rental Contract") identified below.

I am aware that: (a) Asbestos and Silica Dust are considered "toxic substances" or "harmful physical agents" ("Hazmat") meaning that exposure to it/them (whether by direct use or by indirect exposure such as through exposure to such dust that has settled on equipment) may result in illnesses such as kidney disease, chronic obstructive pulmonary disease ("COPD"), mesothelioma/lung cancer, asbestosis, silicosis and/or other respiratory and related illnesses; and that (b) Occupational Safety & Health Administration ("OSHA") guidelines (including 29 U.S.C. §§ 1910.1053, 1926.1153, and 1928, *et. seq.*, and their respective successor provision(s)), require employers to, among other things:

- (i) Ensure that no employee is exposed to levels of Silica Dust exceeding 50 micrograms per cubic meter of air, averaged over an 8-hour shift (the "Permissible Exposure Limit" or "PEL");
- (ii) Use engineering controls, such as water or ventilation to limit worker exposure to the PEL;
- (iii) Limit access to high exposure areas;
- (iv) Provide respirators when engineering controls cannot adequately limit exposure;
- (v) Develop a written exposure control plan;
- (vi) Offer medical exams to highly exposed workers; and
- (vii) Train workers on associated risks and how to limit exposure.

Approved reduction methods (depending on the nature of the activity) include: (a) Dust suppression (wet methods, surfactants, etc.); (b) Vacuum dust collection; (c) Personal protective equipment (e.g., Respirators [APF 10 or 25, as applicable based on exposure]); (d) Ventilated booths; (e) Operator isolation; and (f) others (e.g., speed controls, use restrictions, timing limitations and protective clothing). **WE STRONGLY RECOMMEND THE USE OF PERSONAL PROTECTIVE EQUIPMENT ("PPE"), INCLUDING RESPIRATORS, WHEN WORKING WITH THE RENTED ITEM(S)** (Note: OSHA *requires* use of respirators in many cases when items such as handheld power saws, walk-behind saws, drills, chippers, jackhammers and grinders are used. Refer to the applicable OSHA publication(s) cited below for additional information).

The standards also require DECONTAMINATION of all Rented Item(s) that has/have been exposed to Hazmat.

Accordingly, I the undersigned, hereby acknowledge and agree as follows with respect to the subject Rented Item(s) (and with respect to any and all of my future rentals of the same or similar item(s) from GRS, I will ensure the following):

- (1) that the recommended or required PPE has been made available to me on reasonable terms;
- (2) that I have chosen whether or not to obtain and/or use such PPE 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 selected, examined, inspected, tested and approved each Rented Item;
- (4) that I have: (a) received, carefully reviewed, and fully understand all applicable safety guidelines, instructions, warnings and requirements, including without limitation all applicable OSHA regulations (including OSHA § 1910.1001 and 1053, and § 1926.1101, 1153 and 1928), the applicable OSHA Fact Sheet(s) available at: <https://www.osha.gov/Publications/OSHA3681.pdf> (Construction) and <https://www.osha.gov/Publications/OSHA3682.pdf> (General Industry and Maritime), OSHA's Silica Dust webpage at: <https://www.osha.gov/silica/index.html>, OSHA's Asbestos webpage at: <https://www.osha.gov/SLTC/asbestos/standards.html>, and all associated 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; and
- (5) that each Rented Item is timely returned to GRS clean and entirely free of contaminants, including without limitation, asbestos and silica dust (failing which, *I will be responsible for all cleaning and/or decontamination fees*, in addition to my other obligations to GRS).

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS MAY RESULT IN:

(A) INJURY, ILLNESS AND/OR DEATH; AND/OR (B) SUBSTANTIAL FINES AND/OR OTHER PENALTIES.

I, the undersigned, acknowledge and agree that I: (a) understand the above referenced requirements, Instructions and Warnings; (b) will fully and timely comply with each of the same; and (c) understand and knowingly and voluntarily: (i) assume all associated risks and liabilities; and (ii) agree to indemnify, defend and hold harmless the "Indemnitees" identified below with respect thereto. 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," "RENTER" OR "LESSEE" IDENTIFIED IN THE RENTAL CONTRACT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRAND RENTAL STATION ITS PARENTS, AFFILIATES, SUPPLIERS AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST ALL ILLNESSES, PERSONAL AND BODILY INJURIES (INCLUDING DEATH), CONTAMINATION, 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, TRANSPORTATION, MOVEMENT, STORAGE, MAINTENANCE AND/OR REPAIR OF SUCH RENTED ITEM(S), **GENERATION OF AND EXPOSURE TO ASBESTOS AND/OR SILICA DUST**, AND/OR ANY REFUSAL AND/OR FAILURE TO PROPERLY USE, PPE IN CONNECTION THEREWITH, WHETHER BY MYSELF OR BY ANY ONE OR MORE OTHER PARTY(IES).

This Addendum supplements each Rental Contract entered into between GRS and the undersigned (or any entity represented or controlled by, controlling or under common control with the undersigned, and/or its/their respective parents, affiliates and/or subsidiaries) 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. This Addendum cannot be modified or rescinded unless authorized in writing by GRS The undersigned's handwritten, digital, electronic, photocopied or facsimiled signature hereon will be deemed an original for all purposes.

Date: _____ Rental Contract: _____ Signature: _____