

THE CRANE COMPANY

Contractor Agreement

Version: 2026-June-12

Definitions

- “The Crane Company” refers to The Crane Company, a coordination and dispatch service provider that arranges crane services performed by independent third-party contractors. The Crane Company does not operate cranes unless explicitly stated in writing.
- “Customer” refers to any individual or entity requesting or receiving crane services through The Crane Company.
- “Crane Contractor” refers to an independent third-party crane operator and equipment provider responsible for physically performing lifting services, supplying crane equipment, and controlling onsite operations.
- “Services” means crane operation, lifting services, rigging activities, and all related work performed by the Crane Contractor.
- “Business Day” means Monday through Friday, excluding Ontario statutory holidays.

PART B — CRANE CONTRACTOR AGREEMENT

1. Relationship of Parties

1. Crane Contractor is engaged as an independent contractor. The Crane Company acts solely as a dispatch and coordination intermediary.
2. Nothing in this Agreement creates an employment relationship.

2. Term

3. This Agreement governs all Services performed by Crane Contractor for The Crane Company, on a job-by-job basis, from the Effective Date until terminated by either party.
4. Either party may terminate this Agreement at any time by providing written notice to the other party. Termination does not affect rights and obligations relating to Services already performed or invoiced prior to the effective date of termination.

3. Payment Terms

5. Standard payment terms: Net 30 days.
6. Payment may be conditional upon receipt of Customer payment where applicable.
7. Crane Contractor agrees not to impose penalties or interest without prior written agreement.

4. Downtime, Delay & Breakdown Allocation

8. If Services are interrupted due to mechanical failure, equipment breakdown, or inability to complete Services for reasons within the Crane Contractor's control, Crane Contractor shall not invoice for downtime during which Services cannot be performed for such reasons. Only actual completed operational time may be billed unless otherwise agreed in writing.

9. Mobilization, travel time, and already-completed Services remain billable where applicable.
10. Where delay arises from causes outside the Crane Contractor's control — including weather (per Section 5), road closures, traffic, third-party access restrictions, permit or regulatory issues not attributable to the Crane Contractor, or incorrect or incomplete job information provided by the Customer — the time is billable to the Customer, and Crane Contractor shall document and substantiate such time for invoicing.

5. Weather & Safe Work Refusal

11. The Crane Contractor and operator retain the right to refuse or suspend work in unsafe conditions, including inclement weather, high winds, and lightning.
12. The 30km / 30-minute lightning protocol applies as standard operating procedure. Work suspended under this protocol is billable as weather downtime to the Customer.
13. Weather-related downtime is the financial responsibility of the Customer, not The Crane Company, and shall be invoiced by Crane Contractor accordingly.
14. Crane Contractor shall document weather suspensions (time stopped, time resumed) for invoicing and record purposes.

6. Rigging & Consumables

15. Rigging consumables (slings, shackles, chains, and similar accessories) damaged or rendered unserviceable during normal operations are billable to the Customer.
16. Contractor must document and substantiate all rigging replacement costs with itemized invoicing.
17. Replacement costs will only be passed through where properly documented; unapproved or undocumented rigging charges will not be reimbursed by The Crane Company.

7. No Unapproved Charges

Crane Contractor shall not invoice The Crane Company for, without prior written approval from The Crane Company:

- standby time not pre-approved
- breakdown recovery costs
- consumables not agreed in advance
- any additional charges outside agreed scope

8. Insurance

18. Crane Contractor represents and warrants that it maintains, and will continue to maintain throughout the term of this Agreement, commercial general liability insurance, and any other insurance customarily carried by operators in its industry (including equipment and operator coverage), in amounts consistent with industry standards.
19. Crane Contractor will provide proof of such insurance to The Crane Company upon reasonable request.

9. Dispute Resolution

20. Any disputes between Crane Contractor and The Crane Company arising from this Agreement shall first be subject to good-faith negotiation within 10 Business Days of written notice.

21. Unresolved disputes may be referred to non-binding mediation prior to legal proceedings.
22. This Agreement is governed by the laws of the Province of Ontario.

10. Indemnity

Crane Contractor agrees to indemnify and hold harmless The Crane Company from all claims arising from: crane operation, equipment failure, personnel injury, property damage, or Contractor negligence or performance issues.

Signature & Acceptance — Part B

By signing below (including by electronic signature), Crane Contractor acknowledges that it has read, understood, and agrees to be bound by this Agreement, including all Parts and Sections referenced herein.

Crane Contractor Legal / Business Name: _____

Business Number / HST Number (if applicable): _____

Contact Name: _____

Contact Email / Phone: _____

Signature: _____ Date: _____

Effective Date of this Agreement: _____