

EQUIPMENT LOAN AGREEMENT

THIS AGREEMENT entered into effective the ____ day of _____, 20__, (“Effective Date”) by and between **UNITED STATES STEEL CORPORATION**, 600 Grant Street, Pittsburgh, PA 15219 (hereinafter "Owner") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, Owner has contracted with Contractor for certain work and/or services to be performed at Owner's _____ Works facility; and

WHEREAS, Owner desires to loan to Contractor certain equipment and Contractor desires to take delivery of and use said equipment to facilitate its provision of work and/or services performed on behalf of Owner.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto, intending to be legally bound, have agreed, and do hereby agree as follows:

1. **DELIVERY AND USE**

A. Owner agrees to loan to Contractor, upon the terms and conditions of this Agreement, at no monetary cost to Contractor, the following equipment (hereinafter, "Equipment"):

[Attach Schedule if necessary]

B. The safety of all persons employed by Contractor and its subcontractors (if any) on Owner's premises, or any other person who enters onto Owner's premises for reasons relating to this Agreement, or who will in any way have contact with the Equipment shall be the sole responsibility of Contractor. Contractor shall observe and comply with all safety rules and regulations pertaining to the Equipment.

2. **TERM**

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until completion of the work and/or services requiring the Equipment, unless sooner terminated by written notice of Owner. Notwithstanding anything to the contrary contained herein, in no event shall this Agreement be valid for a

period in excess of six (6) months from the Effective Date unless renewed in writing by Owner.

3. **TITLE / LIENS**

The Equipment is and shall remain the sole property of Owner, and Owner may require markings to be placed on the Equipment, or the execution by Contractor of UCC financing statements indicating and providing notice of Owner's interest therein. Contractor shall Keep the Equipment free from any and all encumbrances and liens which may in any way affect Owner's right, title or interest in and to the Equipment and shall indemnify and hold harmless Owner therefor.

4. **RISK OF LOSS, DAMAGE AND THEFT**

Any and all damage, loss, injury, deterioration or theft of the Equipment, howsoever caused (excluding only normal wear and tear) while in the care, custody and control of Contractor shall be the sole obligation of Contractor. In such event, Contractor shall immediately notify Owner and shall immediately be liable to Owner for the fair market value of the Equipment. Contractor shall also be responsible for the cost of all maintenance and repairs, including major repairs howsoever caused while the Equipment is within the care, custody and control of Contractor.

5. **DISCLAIMER OF WARRANTIES**

It is expressly understood and agreed that the Equipment is made temporarily available to Contractor an "AS IS--WHERE IS" basis. Owner does **NOT** warrant that the Equipment is either **MERCHANTABLE** or **FIT FOR ANY PARTICULAR PURPOSE**, and Owner hereby expressly disclaims all warranties (except as to title) with respect thereto.

6. **INDEMNIFICATION**

Contractor agrees to defend, indemnify and hold harmless Owner from any and all claims, suits, actions, proceedings, losses, costs, expenses (including reasonable attorneys' fees), or liabilities of whatever nature (including without limitation by way of strict liability) arising out of or in any way connected with this Agreement or with Contractor's possession, operation or use of the Equipment or from any other cause including the alleged condition of the Equipment or claimed fault or negligence of Owner. This indemnity shall specifically cover, but is not limited to claims alleging liability as a result of damage to property and / or death or bodily injury to any person (including employees of Contractor).

7. **INSURANCE**

Contractor shall maintain in full force and effect throughout the entire term of this Agreement Commercial General Liability insurance in such amounts and with such

carriers as may be acceptable to Owner. Said insurance policy shall include broad form contractual liability coverage in order to insure Contractor's obligations under Article 6 of this Agreement and said policy shall be endorsed to include Owner as an Additional Insured on a primary and non-contributory basis, with a waiver of subrogation against Owner. All deductibles and self-insured retention (if any) shall be the sole responsibility of Contractor.

Contractor shall, prior to taking delivery of the loaned Equipment, provide to Owner a satisfactory Certificate of Insurance evidencing full compliance with this Article.

In the event that Contractor or its insurance carrier defaults on any obligations under Articles 6 or 7 of this Agreement, Contractor agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by Owner to enforce the provisions of Articles 6 and/or 7.

8. **ASSIGNMENT AND WAIVER**

Contractor shall not assign this Agreement without Owner's prior express written consent and no covenant or condition of this Agreement can be waived except by prior written consent of Owner.

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. The terms of this Agreement shall not be altered, amended, modified, or supplemented in any manner whatsoever except by written instrument signed by Owner and Contractor. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, pursuant to due corporate authority, have caused this Agreement to be signed in their respective corporate names as of the date first above written.

**UNITED STATES STEEL
CORPORATION**

(CONTRACTOR)

By: _____

By: _____

Title: _____

Title: _____