

Waupaca Foundry, Inc.
Equipment Loan Agreement

In consideration of Waupaca Foundry, Inc. granting permission to:
_____ (hereinafter the "Contractor",
to use the property of Waupaca Foundry, Inc. consisting of:

_____ (hereinafter the "Property") in the performance of Contractor's responsibilities under Purchase Order Number _____. Contractor states that on behalf of the Contractor, _____ (contractor representative), has hereby examined and inspected the Property prior to said use and found it to be in good and safe working condition, in compliance with all applicable safety laws and regulations, including Contractor's rules and regulations, and capable of performing the operations for which it is to be used. Contractor also certifies that only Contractor's employees with the necessary skill and training to safely use the Property will be allowed to operate or otherwise use such equipment. Training records must be provided with this agreement.

It is understood and agreed that Contractor will assume all risk of loss and responsibility for the operation, maintenance and care of the Property and, to the maximum extent permitted by law, indemnify and save Waupaca Foundry, Inc., its subsidiaries, affiliated companies, division, and their respective past, present and future directors, officers, agents, representatives and employees, and the predecessors, successors, and assigns each of them (collectively hereinafter "Waupaca Foundry, Inc."), harmless against and from any and all liabilities, claims, demands or actions for injuries, including death, and damages to any person or the property of any person, including, but not limited to, liabilities, claims, demands or actions of employees, agents or subcontractors of Contractor Waupaca Foundry, Inc. or any third party in any way arising out of the operation, maintenance, or use of the Property by Contractor, its employees, agents, or subcontractors, except as to any such loss or damage which is caused by the sole negligence, or wanton and willful misconduct of Waupaca Foundry, Inc. Contractor also agrees to waive any and all rights of subrogation against Waupaca Foundry, Inc., by it, its employees and its insurer for losses and costs it may incur under this Agreement. Contractor further agrees to insure to its fair market value and return the Property to Waupaca Foundry, Inc., in the same condition, less normal wear and tear as it was provided by Waupaca Foundry, Inc.

Notwithstanding any other agreement or contract in existence between Waupaca Foundry, Inc., or Contractor, this document shall be considered in addition to and shall not supersede any other document or agreement between Waupaca Foundry, Inc. and Contractor.

Signature of Waupaca Foundry, Inc. Representative

Date

_____ Title

Signature of Officer of Contractor

Date

_____ Title