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- DADE - 11050 NW 36 AVE, MIAMI, FLORIDA 33167 / PHONE: 305-953-6965 / FAX: 305-953-5497
- BROWARD - PHONE: 1-800-842-7249 / 305-953-3369 / FAX: 305-953-3339
- PALM BEACH - PHONE: 561-792-5353 / FAX: 561-792-4613

CREDIT APPLICATION AND LEASE AGREEMENT

Date: _____

Salesman: _____

(LESSEE)

(BUSINESS NAME)

(HOME ADDRESS)

(MAILING ADDRESS)

(CITY) (STATE) (ZIP)

(CITY) (STATE) (ZIP)

PHONE NUMBER

EMAIL

PHONE NUMBER

FAX NUMBER

Type of Ownership:

Business Established:

- () Sole Proprietorship () Less than 1 year
- () Partnership () 1-2 years
- () Corporation () 2-5 years
- () Over 5 years

Bank Reference (Business)

NAME

MAILING ADDRESS

ACCOUNT NUMBER & TYPE

PRINCIPAL SUPPLIERS WITH WHOM YOU HAVE ESTABLISHED CREDIT:

- | | NAME | ADDRESS | CITY | STATE | ZIP |
|----|------|---------|------|-------|-----|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

PRINCIPAL OWNERS, PARTNERS, OFFICERS

- | | NAME | TITLE | RESIDENCE PHONE NUMBER |
|----|------|-------|------------------------|
| 1. | | | |
| 2. | | | |

The LESSEE shall, at all times and at its own expense, maintain the leased equipment in good, safe and efficient working order, repair and condition, and shall not permit anyone to damage, deface or remove said equipment on any part. Thereof LESSEE agrees to erect, maintain and use said equipment in a safe and proper manner, and in conformity with all laws and ordinances pertain in thereto as well as all safety rules and regulations for the use and maintenance of the equipment as recognized in the industry, either through OSHA requirements or otherwise. The LESSEE agrees to be solely responsible for the training of all its employees and subcontractors in the proper use of the said equipment.

The LESSEE hereby agrees to assume all responsibility and liability for claims by third persons, including employees, agents, and independent contractors of the LESSEE, for personal injury or property damage arising from the erection, maintenance and possession, otherwise associated with the use of the use of the equipment which is the subject of this Lease and the LESSEE agrees to indemnify J&M Scaffolds of Florida, Inc. and save it harmless from any and all such claims, suits or liabilities arising out such personal injury or property damage whether or not such claim, suit or liability arises out of the negligence, breach of warranty or other fault of the company.

In the event of any accident involving the said equipment which results in personal injury or property damage the LESSEE agrees to notify J&M Scaffold of Florida, Inc., in writing of all particulars of said accident as soon as is practical, but in any event within forty eight (48) hours of the occurrence of such accident. The LESSEE further agrees to maintain the accident site in the same condition it was in at the time of the accident allowing for an inspection by J&M Scaffolds of Florida, Inc. All materials involved in the accident shall be preserved by the LESSEE and those materials belonging to J&M Scaffolds of Florida, Inc. shall be turned over to the company immediately.

I (We) the undersigned, notwithstanding any corporate title which may be indicated, do hereby personally guarantee(s) all obligations to your companies extended as a direct or indirect result of this application for credit and it is hereby specifically agreed, that if such account is placed in hands of an attorney for collection or is collected by suit, or through probate proceedings, I (We) promise to pay the principal and interest then due plus reasonable attorney's fees together with all cost of court and subject to conditions as printed on the J&M SCAFFOLD OF FLORIDA, INC., or SCAFFOLD OF FLORIDA, INC., commercial Leases and invoice for the respective transaction(s). Title to the goods shall remain in the seller until goods are paid in full.

APPROVED: _____ SIGNED BY: _____

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

(REVERSE SIDE NEEDS SIGNATURE ALSO)

LESSEE ACKNOWLEDGES RECEIPT OF THE COPY OF THE "SCAFFOLDING SAFETY RULES", AGREES TO ABIDE BY THE SAME, AND CAUSE ANY USER OF THE EQUIPMENT TO ABIDE BY SAID SAFETY RULES.

UNDER THE TERMS OF THIS AGREEMENT THE WORD "LESSOR", REFERS TO SCAFFOLDS OF FLORIDA, INC., AND THE WORD "LESSEE" REFERS TO THE LESSEE DESCRIBED HEREIN, AND ANY OTHER PERSON CLAIMING BY THROUGH OR UNDER THE LESSEE.

UPON RECEIPT OF THE MERCHANDISE LEASED UNDER THE TERMS OF THIS AGREEMENT, THE LESSEE SHALL IMMEDIATELY INSPECT THE SAME, REFRAIN FROM USING ANY DAMAGED OR UNSAFE MERCHANDISE, AND NOTIFY THE LESSOR FORTHWITH, IN WRITING, OF ANY DEFECTS IN THE MERCHANDISE.

IN CONSIDERATION OF THE LESSOR OPENING CREDIT TO THE LESSEE, PROVIDING THE EQUIPMENT REQUESTED BY THE LESSEE, LEASING THE EQUIPMENT FOR THE PERIOD OF THE TIME REQUIRED BY THE LESSEE AND BILLING AT THE DISCOUNTED NEGOTIATED PRICE. THE LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD THE LESSOR HARMLESS OF ANY CLAIM FOR PERSONAL INJURY SUFFERED BY ANYONE INCLUDING EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS OF THE LESSEE, OR OTHERS, FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THE ERECTION, MAINTENANCE, AND POSSESSION, USE OF THE EQUIPMENT OR ANY OTHER EQUIPMENT ORDERED BY THE LESSEE, AND THE LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR FROM ANY AND ALL SUCH CLAIMS SUITS AND LIABILITIES, INCLUDING COURT COSTS AND ATTORNEYS FEES, ARISING OUT OF SUCH PERSONAL INJURY OR PROPERTY DAMAGE WHETHER OR NOT SAID CLAIMS SUIT OF LIABILITY ARISES OUT OF THE NEGLIGENCE BREACH OF WARRANTY OR OTHER FAULT OF LESSOR THE LIABILITY OF THE LESSEE SHALL BE LIMITED TO \$1,000,000.00 PER ANY ONE SUCH INJURY OR CLAIM THE LESSEE HEREBY AGREES AND BINDS HIMSELF TO MAKE THIS INDEMNIFICATION AGREEMENT A PART OF THE PROJECT SPECIFICATIONS OR BID DOCUMENTS, IF ANY.

IN THE EVENT A COURT OF THIS JURISDICTION DECLARES ANY PROVISION OF THIS CONTRACT TO BE INVALID, OR AGAINST PUBLIC POLICY, SAID DECISION SHALL NOT INVALIDATE ALL OTHER PROVISIONS OF THIS AGREEMENT.

SCAFFOLDS OF FLORIDA, INC.

SCAFFOLDING SAFETY RULES

(As recommended by Scaffolding and Shoring Institute)

Following are some common sense rules designed to promote safety in the use of steel scaffolding. These rules are illustrative and suggestive only, and are intended to deal only with some of the many practices and conditions encountered in the use of scaffolding. The rules do not purport to be all-inclusive or to supplant or replace other additional safety and precautionary measures to cover usual or unusual conditions. They are not intended to conflict with or supersede, any state, local or federal statute or regulation, reference to such specific provisions should be made by the user (See Rule II)

- I. POST THESE SCAFFOLDING SAFETY RULES In a conspicuous place and be sure that all persons who erect, dismantle, or use scaffolding are aware of them.
- II. FOLLOW ALL STATE, LOCAL, AND FEDERAL CODES, ORDINANCES, AND REGULATIONS pertaining to scaffolding and their safe use.
- III. INSPECT ALL EQUIPMENT BEFORE USE. Never use any equipment that is damaged or deteriorated in any way.
- IV. KEEP ALL EQUIPMENT IN GOOD REPAIR. Avoid using rusted equipment: the strength of rusted equipment is not known.
- V. INSPECT ERECTED SCAFFOLDING REGULARLY to be sure that they are maintained in safe condition.
- VI. CONSULT YOUR SCAFFOLDING SUPPLIER WHEN IN DOUBT; he has the answers: NEVER TAKE CHANCES.
 - A. PROVIDE ADEQUATE SILLS for scaffold posts and use base plates.
 - B. USE ADJUSTING SCREWS INSTEAD OF BLOCKING to adjust to uneven grade conditions.
 - C. PLUMB AND LEVEL ALL SCAFFOLDS as the erection proceeds. Do not force braces to fit - level the scaffold until proper fit can be made easily.
 - D. FASTEN ALL BRACES SECURELY.
 - E. DO NOT CLIMB CROSS BRACES. An access (climbing) ladder, access steps, frame designed to be climbed or equivalent safe access to the scaffold shall be used.
 - F. ON WALL SCAFFOLDS PLACE AND MAINTAIN ANCHORS securely between structure and scaffold at least every 30' of length and 25' of height.
- G. WHEN SCAFFOLDS ARE TO BE PARTIALLY OR FULLY ENCLOSED specific precautions must be taken to assure frequency and adequacy of ties attaching the scaffolding to the building due to increased load conditions resulting from effects of wind and weather. The scaffolding components to which the ties are attached must also be checked for additional loads.
- H. FREE STANDING SCAFFOLD TOWERS MUST BE RESTRAINED FROM TIPPING by guying other means.
 - I. EQUIP ALL PLANKED OR STAGED AREAS with proper guardrails, midrails and toeboards along all open sides and ends of scaffold platforms.
 - J. POWER LINES NEAR SCAFFOLDS are dangerous - use caution and consult the power service company for advice.
 - K. DO NOT USE ladders or makeshift devices on top of scaffolds to increase the height.
 - L. DO NOT OVERLOAD SCAFFOLDS.
- M. PLANKING
 1. Use only lumber that is properly inspected and graded as scaffold plank.
 2. Planking shall have at least 12" of overlap and extended 6" beyond center of support, or be cleated at both ends to prevent sliding off supports.
 3. Fabricated scaffold planks and platforms unless cleated or restrained by hooks shall extend over their end supports not less than 6 inches nor more than 12 inches.
 4. Secure plank to scaffold when necessary.
- N. FOR ROLLING SCAFFOLD
 1. DO NOT RIDE ROLLING SCAFFOLDS.
 2. SECURE OR REMOVE ALL MATERIALS AND EQUIPMENT from platform before moving scaffold.
 3. CASTER BRAKES MUST BE APPLIED at all times when scaffolds are not be moved.
 4. CASTERS WITH PLAIN STEMS shall be attached to the panel or adjustment screw by pins or other suitable means.
 5. DO NOT ATTEMPT TO MOVE A ROLLING SCAFFOLD WITHOUT SUFFICIENT HELP - watch out for holes in floor and overhead obstructions.
 6. DO NOT EXTEND ADJUSTING SCREWS ON ROLLING SCAFFOLD MORE THAN 12".
 7. USE HORIZONTAL DIAGONAL BRACING near the bottom and at 20" intervals measured from the rolling surface.
 8. DO NOT USE BRACKETS ON ROLLING SCAFFOLDS without consideration of overturning effect.
 9. THE WORKING PLATFORM HEIGHT OF A ROLLING SCAFFOLD must not exceed four times the smallest base dimension unless guyed.
- O. For "PUTLOGS" and "TRUSSES" the following additional rules apply
 1. DO NOT CANTILEVER OR EXTEND PUTLOGS/TRUSSES as side brackets without thorough consideration for loads to be applied.
 2. PUTLOGS - TRUSSES SHOULD BE EXTENDED AT LEAST 6" beyond point of support.
 3. PLACE PROPER BRACING BETWEEN PUTLOGS/TRUSSES when the span of putlog - truss is more than 12".
- P. ALL BRACKETS shall be seated correctly with side brackets parallel to the frames and end brackets at 90 degrees to the frames. Brackets shall not be bent or twisted from normal position. Brackets (except mobile brackets designed to carry materials) are to be used as work platforms only and shall not be used for storage of material or equipment.
- Q. ALL SCAFFOLDING ACCESSORIES shall be used and installed in accordance with the manufacturers recommended procedure. Accessories shall not be altered in the field. Scaffolds, frames and their components, manufactured by different companies shall not be intermixed.

SIGNED BY: _____

PLEASE ATTACH COPY OF DRIVER'S LICENSE