



SCAFF-TECH, INC.

CREDIT APPLICATION

**RETURN COMPLETED AND SIGNED APPLICATION
BY EMAIL TO: zbogarin@scafftechinc.com**

COMPANY INFO				
LEGAL NAME OF BUSINESS			DATE & STATE OF INCORPORATION	
DBA NAME		OFFICER NAME & TITLE		PHONE#
STREET ADDRESS		A/P CONTACT		FAX#
CITY, STATE, ZIP		A/P EMAIL:		
MAIL ADDRESS FOR FREIGHT BILLS:		SCAFF-TECH ACCOUNT MANAGER:		
CITY, STATE, ZIP		TAX EXEMPT Y OR N (If YES Provide Certificate)		
# OF YEARS IN BUSINESS	TYPE OF BUSINESS Corporation Partnership LLC		EXPECTED MONTHLY DOLLAR AMOUNT	FEDERAL ID #
HAVE YOU PREVIOUSLY ESTABLISHED CREDIT WITH SCAFF-TECH, INC? YES _____ NO _____ IF SO, WHEN _____ (MONTH/YEAR) LOCATION: _____				
ADDITIONAL INFORMATION				
DUN AND BRAD STREET NUMBER: _____				
TRADE CREDIT REFERENCES				
LIST THREE COMPANIES, OTHER THAN CREDIT CARD COMPANIES AND FINANCIAL INSTITUTIONS, WITH WHOM YOU HAVE ESTABLISHED CREDIT:				
COMPANY NAME	LOCATION	ACCOUNT#	TELEPHONE#	FAX#
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TERMS: WE UNDERSTAND AND WILL COMPLY WITH REGULATIONS REQUIRING PAYMENT OF ALL CHARGES WITHIN THIRTY (30) DAYS OF RECEIPT OF STATEMENT:				
FIRM NAME: _____		SIGNATURE OF APPLICANT: _____		
DATE: _____		TITLE OF APPLICANT: _____		
FOR GENERAL OFFICE USE ONLY				
APPROVED BY []		BY: _____ DATE: _____		
DECLINED []		CREDIT & COLLECTION SUPERVISOR		

Personal Guarantee (Requires) YES NO

I (We) hereby personally guarantee full payment to Scaff-Tech, Inc., of any debts that may be incurred by the _____ Company. I (We) agree to immediately pay any such amounts in full when notified that a default situation exists.

The undersigned individual who is either a principal of the Application or a sole owner of the Applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the Application, hereby consents to and authorizes the use of credit reports on the undersigned and the Application by Scaff-Tech, Inc. from time to time as may be needed, in the evaluation process.

Social Security Number: _____ Home Address: _____

APPROVED CREDIT AND PERFORMANCE AGREEMENT

Customer stipulates that all information provided is true and correct for Scaff-Tech, Inc. to rely upon in order to provide credit and authorizes Scaff-Tech, Inc. to obtain credit information from any third party.

Customer warrants that it is fully capable of safely erecting, maintaining, and dismantling all the products it has previously or will purchase or rent from Scaff-Tech, Inc. Customer warrants that it's employees have been fully trained to competently use all such products. Customer agrees to notify Scaff-Tech, Inc. if any literature or safety information is required and Scaff-Tech, Inc. agrees to furnish such materials. If Customer requests training or engineering services, Scaff-Tech, Inc. will provide these services for its usual charges.

Customer hereby fully indemnifies and holds Scaff-Tech, Inc. harmless from any costs, losses, claims, suits or liability from bodily injury, death or property damage related to the use, misuse or configuration of Scaff-Tech, Inc. scaffolding products in its possession. This indemnity extends to losses from any activity on or around the equipment, unless losses arise solely from Scaff-Tech's own negligence. Customer agrees to preserve the site of any such accident or misuse.

Customer agrees to provide a current certificate of insurance naming Scaff-Tech, Inc. as additional insured with coverages, limits and conditions as specified by Scaff-Tech, Inc. and to provide Scaff-Tech at least 60 days' written notice before cancellation or material change in its insurance coverage.

The terms of this agreement are in addition to the provisions in Scaff-Tech's sales or rental agreements and supersede any clauses to the contrary, which may be in purchase orders or other documents from the Customer.

SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

TERMS AND CONDITIONS OF CONTRACT

1. **General-** Scaff-Tech, Inc. hereby referred to as "Company" agrees to furnish all equipment, services, labor, and supervision referenced in the Proposal in a good and workmanlike manner upon the following terms and conditions:
2. **Scope-** The Scope of Work for the Project is as detailed in the signed and agreed Proposal, the terms, prices, and conditions of which are hereby specifically incorporated by reference and made part of this Agreement.
3. **Rental Period.** The rental period for Equipment subject to this Agreement shall be 28 days unless otherwise specified, and begins when the Equipment is picked up or shipped. The Rental Period ends when Equipment is returned to the Company or purchased by the Customer. In the event of shortages, this Rental Agreement shall terminate as to such Equipment when the Customer has notified the Company of the shortage and paid for such Equipment.
4. **Acceptance.** Written acceptance, use or retention of the Equipment, or payment of either rent or the purchase price of Equipment hereunder shall be conclusive evidence of Customer's agreement to be bound by the terms and conditions contained herein.
5. **Terms of Payment.** Unless otherwise stated in the Proposal, payment terms are Net 30 days from date of invoice. A service charge of 1-1/2% per month shall be charged on all overdue accounts. Rentals may be prorated after the first rental period.
6. **Ownership of Equipment.** The Equipment shall at all times remain and be the sole and exclusive property of the Company, and Customer shall have only the right to use it under the terms and conditions contained herein. The equipment shall not be transferred, rented or used by any person other than Customer.
7. **Use of Equipment.** Customer agrees to erect, maintain and use the Equipment in a safe and proper manner and in conformity with the applicable Safety Guidelines and all laws and ordinances pertaining thereto. Customer agrees that use of the Equipment shall be construed as an acknowledgment by Customer that when delivered to or picked up by Customer, the Equipment was in good order and repair, and was in all respects adequate, sufficient and proper for the purpose for which Customer rented such Equipment. The Equipment will not be removed from the premises of the job address shown on the Proposal unless otherwise agreed to in writing by Company.
8. **Maintenance of Equipment.** The Customer shall at all times and at its own expense keep the Equipment in good, safe and efficient working condition, ordinary wear and tear caused by reasonable and proper use excepted. In the event of damage, loss, modification or destruction of the Equipment or any part thereof, whether or not such event is the fault of Customer, Customer shall pay to the Company a sum equal to Company's current list price for any and all such Equipment, or in the absence thereof, the reasonable cost of replacement. Any and all such damaged or destroyed Equipment shall remain the property of the Company. Customer agrees that it shall discontinue use of such Equipment immediately, and shall return it to the Company for exchange or adjustment.
9. **Payment-** Payments due hereunder from Customer shall not be subject to any abatement, recoupment, defense, claim, reduction, setoff, or any other adjustment of any kind for any reason, whether known or unknown
10. **Default-** any one or more of the following shall constitute a Default under this Agreement (a) Customer fails to pay any amount when due; (b) Customer fails to comply with the terms or conditions of any provision herein; (c) Customer fails to procure or maintain any insurance coverage required by this Agreement; (d) Customer becomes insolvent or any proceeding in bankruptcy, insolvency or receivership is commenced by or against Customer and not discharged within thirty (30) days thereof; (e) a termination, cessation, or liquidation of Customer's business; (f) Customer, its representatives or agents, makes or furnishes any false or misleading representation, warranty, or statement of material fact to Company relative to any term or condition hereto.
11. **Remedies Upon Default-** Upon a default or breach of the terms of this Agreement, Company shall have the right, without notice, to terminate this Rental Agreement and demand immediate payment of all amounts due and/or payable under this Agreement, as well as the return of any Equipment in Customer's possession, and may proceed to enforce payment of any such obligation or to exercise any rights and remedies available by law. Such rights shall include the right to take possession of any Equipment rented by Customer without legal process. Customer waives any and all rights to notice and/or hearing prior to Company retaking possession of the Equipment, whether by Company, its agents or assigns. In the event Company has to take any action whatsoever to collect sums due or recover possession of its Equipment under this Agreement, Company shall be entitled to reimbursement of its reasonable attorney's fees incurred.
12. **Warranties.** COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT COVERED UNDER THIS AGREEMENT.
13. **Indemnity-** Customer shall defend, indemnify, and hold Company harmless from all actions, suits, proceedings, liens, liabilities, costs, expenses, damages, claims (including attorneys fees), fines or penalties, brought or made against Customer or Company arising in whole or in part out of the rental, use, misuse, or otherwise arising out of the failure to comply with the terms and conditions of this Agreement.
14. **Insurance-** Customer shall provide and maintain, at its sole cost and expense, property insurance on the Equipment for the full replacement value of the Equipment, as well as liability insurance for any death, injury or damage arising out of the assembly, erection, use, dismantling or removal of the Equipment. Customer shall provide valid certificates of insurance to Company, naming Company as additional insured, upon request.
15. **Accident Notification.** Customer agrees to notify Company immediately of any accident involving the Equipment causing injury, death or property damage.
16. **Contaminated Equipment.** Customer agrees to fully decontaminate all Equipment exposed to asbestos, radiation, toxic substances or any other material that would preclude its further use by Company. Such Equipment will be returned to Customer, and Customer agrees to pay Company a sum equal to Company's current list price, plus handling charges, for any and all such Equipment, or in the absence thereof, the reasonable cost of replacement.
17. **Access to Equipment.** At Company's sole option, and without any obligation on its part, Company shall at all times have the right of free access to the Equipment for the purposes of inspecting it and observing its use or operation or determining the nature and extent of its use.
18. **Assignability.** This Agreement may not be assigned by Customer without the prior written consent of Company.
19. **Choice of Law/Venue-** This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Broward County, Florida.
20. **Force Majeure-** Company shall not be liable for failure of performance or damages arising from delays due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, equipment failure (other than equipment furnished under this Agreement) or any other circumstance beyond the control of Company, including but not limited to Acts of public utilities or Associations, acts of Customer, transportation difficulty, and/or improper endorsements on checks.
21. **Non-Waiver.** Company's failure at any time to insist upon strict performance by Customer of the terms of this Rental Agreement shall not be construed as a waiver of Company's right to demand strict performance. The express waiver of one provision of this Agreement shall not be deemed a waiver of any other provision of the Agreement.
22. **Entire Agreement.** This Rental Agreement together with the Safety Guidelines, which are hereby incorporated herein by reference comprise the entire contract between the parties and it is acknowledged that there are no other understandings, representations, warranties, promises, verbal or otherwise pertaining to the Agreement or to the Equipment, which are not fully incorporated herein expressly by reference or by a rider signed by the parties and attached hereto.

X_____ Initial