

Faris Construction Company
**LIABILITY RELEASE AND INDEMNITY AGREEMENT
FOR SCAFFOLDING**

All equipment provided by Faris Construction Company, hereinafter referred to as FCC, for it's own work, including but not limited to scaffolding, tools, etc., is for the exclusive use of FCC and its employees.

In granting permission to the undersigned Subcontractor and persons employed by them to work on or use FCC scaffolding, it is with the express understanding that the undersigned shall have exclusive control over, monitor, train, inspect, and supervise the use, and shall further indemnify, hold harmless, and defend FCC, its agents, affiliates, employees, servants, successors, and assigns from any and all claims, demands, suits, actions, losses, damages, or expenses of any kind, including but not limited to attorney's fees, costs, and penalties incurred by FCC, resulting in any way from subcontractor's use of the scaffolding. This indemnification includes, but is not limited to indemnification for expenses and penalties incurred by FCC as the result of citations issued by the Cal-OSH A or Fed-OSHA, resulting from, arising out of, or in any way connected with the use of such equipment by subcontractors and persons other than FCC. This will include any future "willful" conditions as a result of a "strike" being received as a result of or in any way connected with the use of such equipment by subcontractors and persons other than FCC.

The subcontractor shall have a Competent Person for Scaffolding on site at all times that the scaffolding is being used. A copy of the Competent Person's certification shall be on file at the FCC jobsite office. The subcontractor shall not allow anyone to enter the scaffolding who has not received Scaffold Awareness Training and has a copy of his/her certification on file at the jobsite office. The subcontractor shall not allow anyone to remove any part of or modify the scaffolding unless the subcontractor's Competent Person for Scaffolding has approved the removal or modification and prior written approval is received from the FCC project superintendent.

Acknowledged and Agreed to by:

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Faris Construction Company

SUBCONTRACTOR

Title

Title

Date

Date