

COLGATE RENTALS CORP.

1470 BRUCKNER BOULEVARD, BRONX, NY 10473 * TEL (718) 589-4900 * FAX (718) 589-4949
www.colgatescaffold.com

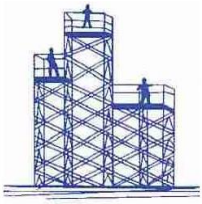
Credit Application

Company Information

Full Legal Name of Company: _____	Date: _____
Main Address: _____	Contact: _____
City: _____	Title: _____
State: _____	Cell: _____
Telephone: _____	E-mail: _____
Fax: _____	Website: _____
Rent or Own: _____	Rigger's License No: _____
Insurance Co for GL: _____	Tax ID: _____
NYC Dept. of Consumer Affairs License No.: _____	State of Incorporation: _____
Type of Company: ___ Proprietorship, ___ Partnership, ___ Corporation	Date and State of Incorporation: _____
Total Sales of Company; Most Recent Year	
___ \$0.00 - \$1 million <input type="checkbox"/> ___ \$5 - \$10 million ___ over \$10 million	

Owner / Officer Personal Information:

1) Name: _____	SS# _____
Title: _____	Cell Phone: _____
Home Address: _____	Home Telephone: _____
City: _____	State, Zip: _____
E-mail: _____	Please attach a copy of this officer's Driver License
2) Name: _____	SS# _____
Title: _____	Cell Phone: _____
Home Address: _____	Home Telephone: _____
City: _____	State, Zip: _____
E-mail: _____	Please attach a copy of this officer's Driver License
3) Name: _____	SS# _____
Title: _____	Cell Phone: _____
Home Address: _____	Home Telephone: _____
City: _____	State, Zip: _____
E-mail: _____	Please attach a copy of this officer's Driver License



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Bank Reference

Bank Name: _____

Account Officer: _____

Branch Address: _____

Checking Account Name : _____

City: _____

Checking Account: _____

State: _____

E-mail: _____

Telephone: _____

Fax: _____

Trade References

1) Company: _____

Contact: _____

Main Address: _____

Telephone: _____

City: _____

Fax: _____

State: _____

E-mail: _____

Highest Credit: _____

Terms: _____

1) Company: _____

Contact: _____

Main Address: _____

Telephone: _____

City: _____

Fax: _____

State: _____

E-mail: _____

Highest Credit: _____

Terms: _____

1) Company: _____

Contact: _____

Main Address: _____

Telephone: _____

City: _____

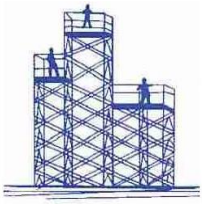
Fax: _____

State: _____

E-mail: _____

Highest Credit: _____

Terms: _____



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Personal Guarantee

I (We) hereby personally guarantee full payment to Colgate Rentals Corp., 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. This personal guarantee applies to all rentals and all sales between the customer and Colgate rentals Corp. The undersigned individual who is wither a principal of the Applicant 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 Applicant, hereby consents to and authorizes the use of credit reports on the undersigned and the Applicant by Colgate Rentals Corp., from time to time as may be needed, in the evaluation process.

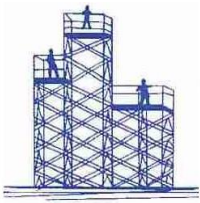
Signature: _____ Date: _____

SS#: _____ License ID#: _____ Expiration: _____

Home address: _____

Sworn to before me, this _____ day of _____, 2016.

Notary Public



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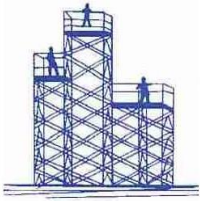
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TERMS AND CONDITIONS APPLICABLE TO ALL RENTAL AND SALES TRANSACTIONS

1. The following terms and conditions shall apply to every sale and every rental transaction between Colgate and the Customer.
2. Definitions: Colgate Rentals Corp shall be referred to herein as "Colgate". The Customer purchasing or renting the equipment shall be referred to herein as "Customer". The term "purchase order" shall include both sales and equipment rentals. The scaffolding and related items which are the subject of this sale, shall be referred to herein as "the equipment" and/or "the goods". The equipment also includes, when applicable: fencing, enclosures, debris netting and protective barriers associated with sidewalk bridging
3. Unless otherwise agreed in writing, the Customer will pick up the goods at Colgate's plant at 1470 Bruckner Blvd., Bronx, N.Y. If the individual purchase order requires Colgate to deliver the equipment to Customer's job site, Colgate will do so and will make every effort to deliver the equipment as required, on reasonable written and confirmed notice received at least 3 full business days in advance, (a full seventy-two (72) hours). All deliveries to jobsites are curbside only; the truck driver will stand on the truck and pass the equipment to the Customer during delivery. Deliveries are to be paid for in full 2 DAYS prior to the scheduled delivery time. Otherwise the delivery will be postponed to the next available workday. All deliveries are done from 7AM – 2PM, Monday through Friday. Any special arrangements beyond these scheduled times will incur additional fees and will have to be made 1 week in advance. Colgate cannot be held responsible for lost time while waiting for personnel to unload deliveries. The allotted time for the truck to remain at the jobsite for delivery is one hour. If this rental includes delivery and pick up by Colgate, Customer is responsible for having equipment available and accessible at curbside at time of pick-up. Availability and accessibility for deliveries and pick-ups shall include providing sufficient labor to load or unload equipment and making all necessary and legal parking arrangements for delivery and/or pick up of equipment.
4. No claim proceeding shall be maintained by the Customer against Colgate unless written notice of any claim alleged to exist is delivered by the Customer to Colgate within 30 days after the event complained of first becomes known to the Customer, and a claim proceeding is commenced by Customer within 6 months after such notice. These notices of claim and shortened statute of limitations provisions shall not apply to claims by Colgate against Customer. Compliance with this clause is to be arbitrated per par. 10 below.
5. To the fullest extent permitted by law, Customer, shall indemnify, defend and hold harmless Colgate, its affiliates, subsidiaries, agents, officers, directors and employees, from and against any and all damages, losses, and expenses of every kind and nature, including reasonable attorney's fees, with respect to any claims for personal injury and/or property damage arising out of the use, misuse, loading or unloading and assembly/disassembly of equipment purchased or rented under this agreement. Customer's Indemnity obligation includes claims asserted by injured workers including any strict liability and statutory liability claims. Excluded from this indemnity obligation is any liability attributed by the trier of fact to Colgate. However, if Colgate is found by the trier of fact to be partially negligent, Customer shall indemnify Colgate for any portion of negligence liability attributed by the trier of fact to the Customer. Customer agrees to name Colgate Rentals Corp as an additional insured, on a primary noncontributory basis for any claims by workers or third parties for personal injury or property damage with 2M/5M coverage amounts. Waiver of subrogation – Notwithstanding any other clause or indemnity/insurance agreement, the parties hereto, on behalf of themselves and their respective insurance company hereby waive all rights of subrogation for any and all claims of property damages or personal injury if those parties have coverage for the claims against themselves under their own insurance. This entire paragraph is subject to arbitration in par. 10.
6. This transaction does not include items such as life safety lines, mesh, safety harnesses and other materials that may be required by law to provide a safe installation of the purchased equipment. Customer must furnish such materials.
7. Colgate shall have no role in the assembly, erection, adjustment, use or maintenance of the equipment. Once the Customer receives the equipment, it is within his exclusive care, custody and control. It is understood and agreed that Customer will install, maintain and use this equipment in conformity with safe practice and in compliance with the requirements of the law and with governmental codes, ordinances and regulation in the use of this equipment. Customer will not intermingle, connect or use this equipment with components of other suppliers or manufacturers. Colgate shall not have any right to inspect the equipment as installed. It is exclusively the Customer's responsibility to comply with the requirements of this paragraph.
8. Customer shall not allow any person who is not qualified, and who has not received and understood safety and operating instruction and who does not utilize all required safety equipment, to operate or use the equipment. For New York City Projects — for any scaffold with a height 40 or more feet (from the ground), Customer warrants and certifies that all users of such scaffolding shall have a duly issued and current "supported scaffold user certificate." Colgate does not consent to the Customer allowing the presence of any person on such a scaffold who has not been issued said certificate. The duty to enforce this provision is exclusively upon the Customer.
9. In the event of a breach of contract by Colgate, the Customer waives the right to recover any consequential and incidental damages, including but not limited to loss of profits, extra labor costs, delays or any other claims arising out of/ or resulting from the use, loss of use, breakdown or malfunctioning of the equipment.
10. Any and all disputes between Colgate and the Customer arising out of or in any way related to performance of this rental and/or sale contract shall be submitted to final and binding arbitration before Metro Construction Arbitration, Inc. ("Metro"), 198-48 Foothill Ave, Holliswood, N.Y. 11423. (718) 991-5339. Arbitration Rules and Procedures are available at nymetroarbitration.com. and are fully incorporated herein. This arbitration clause shall apply broadly and to the fullest extent permitted by law, relating to any and all contractual disputes, including but not limited to, all payment and performance disputes, as well as claims for reimbursement of fines imposed by ECB, OSHA or similar entities. Pursuant to Paragraph "7" of the Arbitration Rules, it is hereby agreed that in any case where a third party commences a negligence law suit against Colgate arising out of personal injury or property damage, this arbitration clause applies specifically to claims for contractual indemnity, common law indemnity and/or contribution between and among Colgate, the Customer and any third party claiming that it is owed contractual indemnity by Colgate. This clause applies broadly to all "impleader" actions against Colgate in personal injury and/ or property damage lawsuits. Arbitration may be commenced by sending the demand for arbitration by certified mail to the other party, with a copy by regular mail to Metro.
11. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations and understandings of the parties with respect thereto. All other terms and conditions in the Customer's form purchase order are excluded. Any term or condition set forth in any such standard form or purchase order which is inconsistent with the terms and conditions of this Agreement are excluded and shall have no force or effect. Any changes to this contract are required to be in writing and signed by Colgate. This agreement shall be construed in accordance with the laws of the State of NY.

ADDITIONAL MASTER TERMS AND CONDITIONS APPLICABLE ONLY TO SALES TRANSACTIONS

12. With respect to sale of new equipment, Colgate warrants to Customer that, for a period of 90 days from delivery of the goods, each item of equipment will conform in all material respects to industry standards for the item and will be free from defects in materials and workmanship. Colgate's obligation under this warranty is limited, at Colgate's option, to repairing or replacing any Goods or parts thereof that Colgate determines not to conform to this warranty. Customer shall promptly notify Colgate in writing of any alleged defects in the equipment and specifically describe the problem. Colgate shall have no obligations under this warranty with respect to any defect unless it receives notice and a description of such defect no later than ten working days following the expiration of the warranty period. For the sale of new equipment, all express and implied warranties are excluded (including warranty of fitness for a particular purpose), except the foregoing 90 day warranty of merchantability, which is limited to the original buyer. Any misuse or alteration of the equipment shall void the said warranty with respect to new equipment.
 13. Unless otherwise specified in the individual purchase order, the equipment being sold under this agreement is used (not new), and is purchased in "as is" condition. All express and implied warranties are disclaimed for the sale of used equipment, including warranties of merchantability and fitness for a particular purpose.
- ### **ADDITIONAL MASTER TERMS APPLICABLE TO RENTAL TRANSACTIONS ONLY**
14. Initial rental is for a 28-day minimum, unless otherwise noted. Any equipment rental that extends beyond one year shall be subject to a 3% increase for additional year.
 15. Customer agrees not to sublet, loan or assign the equipment. Customer shall not move the equipment from the address at which Customer represented it was to be used.
 16. Title to the rented equipment is and shall remain in Colgate. If the equipment is not returned, and/ or is levied upon, for any reason whatsoever, Colgate may retake said equipment without further notice or legal process and use whatever force is reasonably necessary to do so.



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17. It is understood and agreed that Colgate may cancel the lease prior to its expiration date for any one of the following reasons: (1) if the Customer fails to pay the rentals due under this lease; (2) if the Customer fails to properly use and maintain the equipment; (3) if the Customer becomes insolvent or is subject to any proceeding in bankruptcy, in which case the Customer will release the equipment to Colgate in good condition, and if not so released, Colgate will have the right to forthwith remove the equipment.
18. It is understood and agreed that Customer will assume all responsibility and will bear the entire risk of loss and/or damage to the equipment from any and all causes whatsoever while it is in Customer's custody and that upon completion of Customer's use of the equipment, it is to be returned to Colgate, in complete and same condition as delivered, ordinary wear and tear excepted; and that Customer will pay for any equipment parts not returned, or damaged by any causes whatsoever beyond ordinary wear and tear, at the then current cost or sales price. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to; damage due to overturning, overloading or exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, dirtying of equipment with paint, mud, plaster, concrete, rosin or any such material. A cleaning charge will be assessed on equipment returned unclean.

Agreed and Accepted:

Company Name: _____

Signature: _____ Print Name: _____

Dated: _____