



4824 W. Lake St, Chicago, IL, 60644  
Tel: 800 - 355 - 0099  
Fax: 773 - 287 - 8788  
www.chicagoscaffolding.com

## **2011 Credit Policy, General Usage and & Conditions**

### **Credit Policy**

#### **We offer credit to:**

- All customers

#### **In order to establish credit, we require that you:**

- Fill out a credit application which includes credit card information, banking and trade references
- Pay in full via company check or credit card for your first order.
- Put down a deposit equal to the value of the equipment (the "Equipment") you are renting (which will be refunded upon complete return of the Equipment in good condition)

#### **Deposits:**

- CSI requires that all new customers put down a deposit via cash, company check, or credit card. We establish the deposit amount based upon the value of the specific Equipment you are renting.
- The standard deposit for tower rental is \$500.00
- The standard deposit for a canopy varies on the footage.
- The standard deposit for a swing stage varies.

#### **Credit Terms:**

- As per written proposal, but no more than net 30 days unless otherwise arranged in writing prior to delivery of Equipment.

#### **We may verify your creditworthiness by any of the following:**

- Check fund availability at your bank
- Checking trade references
- Running credit reports

#### **The maximum amount of credit customers are allowed to carry at one time is:**

- Varies by customer, according to results of credit check and trade references.
- Higher credit lines may be granted to customers with good references and excellent payment histories.

#### **Your credit limit may be reduced/revoked if:**

- You have one or more past due bills
- You have an unreliable payment history with us
- You submit an NSF check to us
- You stop payment on any check without communicating with us prior to stopping payment

We charge a **\$25.00 NSF check fee** for any returned checks.

#### **Late payments result in:**

- Finance charges of 18% per annum [or you could say 1.5% per month]
- Reduced credit limits
- Revocation of credit privileges
- We reserve the right to repossess Equipment for nonpayment of invoices more than 45 days past due, if you have not contacted us to make payment arrangements.

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### **Customer Credit Card Information:**

- We collect your credit card information for our protection. The Equipment we rent is worth a substantial amount more than its rental price; your credit card information provides us a method of recouping the cost of the Equipment should you fail to return it.
- Our credit application carries on it your permission to charge your credit card for any amount that is 30 days past due, up to and including the sale price for all Equipment you fail to return to us. We urge you to contact us to make payment arrangements if you know you will be late paying an invoice.
- We keep your credit card information, along with all of your personal information confidential and do not share/sell your name or other information to third parties.

### **General Usage & Safety**

#### **Use of Equipment:**

- Misuse of scaffolding equipment incurs danger.
- Full operating and safety instructions are available. Some safety guidelines are printed on the delivery receipt you receive upon renting Equipment.
- Sale or rental of scaffolding Equipment is made upon the assumption that the customer is experienced in the use of this Equipment.

### **Maintenance & Inspection of Leased Equipment:**

- Lessee shall at all times and at his own expense keep leased Equipment in good repair and safe working condition.

### **Terms & Conditions**

**1. Rental Term.** Rental term starts the day Equipment is picked up by Lessee, or is delivered to or for the Lessee, and ends the day the Equipment is off rental. Equipment is off rental the day Lessee either: (1) Returns the Equipment to Lessor's place of business during regular business hours, or (2) the day in which the customer calls to request Lessor to pick up Equipment. Lessee will return Equipment to Lessor unless Lessor has expressly agreed, in writing, to pick up Equipment from Lessee, at Lessee's expense, in which event each and every provision of this lease will remain in effect for twenty-four hours after Equipment is "off rental," which the parties agree is reasonable time for Lessor to pick up leased Equipment. Note these terms are for rental only; charges towards permits are based on at least one week prior notification to removal of canopy. Lessee shall secure Equipment against theft or unauthorized use.

**2. Use of Equipment.** Lessee agrees that this lease is between Lessor and Lessee alone. The Equipment shall be used exclusively by Lessee or Lessee's employees; Lessee shall not sublet or assign the leased Equipment, or allow any other person, company or trade to use it, that the Equipment will not be removed from the job address, Lessee shall not make any alteration in the Equipment, and shall not alter, deface, cover up or conceal any numbering, letter, insignia or labels displayed on the Equipment.

**3. Inspection.** Lessee agrees that it: (a) Shall inspect all leased Equipment prior to receipt by Lessee or authorized agent, (b) Shall inspect all leased Equipment at intended location prior to any use by Lessee or Lessee's employees, and (c) Shall maintain a continuing inspection of all leased Equipment at all times throughout the rental term. Unless Lessee shall give prior written notice to Lessor specifying any defect in, or other objection to the Equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledge that the Equipment was and is in good condition and repair, and that Lessee is satisfied with and accepted and retained the Equipment in such good condition and repair.

**4. Dissatisfaction with Leased Equipment.** If the leased Equipment is, or becomes, defective or unfit because of accident, obsolescence, or any other cause whatsoever, or the Lessee desires to cease the use of the leased Equipment for any reason whatsoever, the Lessee's sole right and remedy shall be return of the leased Equipment to Lessor and the termination of the lease. In the event that Equipment is returned the charges, in no event, shall be less than the transportation costs and the minimum rental as provided.

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**5. Disclaimer of Warranties and Indemnification By Lessee/Purchaser.** It is understood that Lessor/Seller is not the manufacturer of the Equipment herein rented or the agent of the manufacturer. Lessee/Purchaser agrees to indemnify and hold Lessor/Seller free and harmless (as hereafter defined) from any and all liability caused or alleged to be caused directly or indirectly by the leased/purchased Equipment, by any inadequacy thereof, or defect therein, or by any incident in connection therewith.

THE PARTIES AGREE THAT LESSOR/SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR THAT THE EQUIPMENT IS, OR WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE, AND LESSOR/SELLER MAKES NO REPRESENTATIONS IN RESPECT THERETO.

**6. Notification.** Lessee/Purchaser shall notify Lessor/Seller of all information related to an "occurrence" involving or in any way related to the leased/purchased Equipment immediately, but in no event more that 12 hours, after Lessee/Purchaser's discovery of the same. An "occurrence" is defined as any disappearance, theft or injury to person or property which is or is claimed to be, or appears to have been, injured or damaged on, by or around the leased/purchased Equipment.

**7. Title.** Title to all leased Equipment shall remain at all times with Lessor. If the leased Equipment is levied upon by reason of execution, garnishment or attachment, or for any reason, Lessor may retake the Equipment with or without legal process.

**8. Non-Waiver.** The failure of the Lessor at any time to insist upon strict performance by the Lessee to the conditions herein shall not be construed as a waiver of Lessor's right to demand strict compliance. The express waiver of one provision in this lease shall not be deemed a waiver of any other provision herein. Time is expressly made the essence of this lease.

**9. Waiver of Exemption.** The Lessee/Purchaser hereby expressly waives all rights in and to any and all exemption laws existing in the laws of this state which are within the power of the Lessee/Purchaser to waive.

**10. Default.** If the Lessee in any way fails to observe, keep or perform any of the provisions of this lease, Lessor shall have the right to exercise, concurrently or separately, any one or more of the following remedies: (a) To terminate this lease as to any and all items of Equipment, (b) To declare the entire rent hereunder immediately due and payable and to pursue all legal remedies in the payment thereof, (c) To retake possession of the leased Equipment holding Lessee fully liable of all rentals, and (d) To pursue any and other remedies legally available to Lessor.

**11. Terms of Payment.** If the charges herein are not paid on or before 30 days from the rental date, the Lessee/Purchaser agrees to pay 1.5 percent per month on all balance due and unpaid and may result in a repossession of Equipment.

**12. Non-Returned, Unclean or Damaged Equipment.** Lessee agrees to pay, in addition to the rental charge therefore, the following (a) The amount set forth herein as the value of the Equipment not returned on the date agreed, which in no event shall be less than manufacture's current list price; (b) For Equipment not returned in the condition received, reasonable use except for the following: (1) For cleaning either a. The amount Lessor pays therefore, plus 15 percent overhead, or; b. If Lessor cleans it, Lessor's usual charges therefore, and the parties agree that Equipment returned to Lessor with paint, plaster or foreign matter on it will be subject to cleaning charge, as not reasonable use. (2) For damaged Equipment, it specifically is agreed that Lessor shall have no responsibility to repair, and if the original manufacturer will repair it, Lessee will pay the charges therefore, plus 15 percent overhead; but if the original manufacturer will not repair it, Lessee will pay manufacturer's current list price.

**13. Attorney's Fees.** Lessee/Purchaser agrees to pay Lessor/Seller all costs and expenses, including collection charges and attorney's fees, in enforcing the terms of this agreement.

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**14. Loading and Unloading.** Loading and unloading of the leased/purchased Equipment in Lessor/Seller's yard SHALL BE supervised and directed by Lessee/Purchaser who assumes all responsibility therefore Lessee/Purchaser agrees to indemnify and hold Lessor/Seller free and harmless from any and all liability for loss, damage or other injury which occurs while Equipment is being loaded or unloaded. Any cancellations of job are subject to loading (restocking) fee and/or other fees.

**15. Indemnification.** Lessee/Purchaser shall indemnify and defend Lessor/Seller against and hold Lessor/Seller harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees which:

- (1) Relate to injury or to destruction of property, or bodily injury, illness, sickness, disease or death of any person including employees of Lessee/Purchaser and:
- (2) Are caused or claimed to be caused, in whole or in part by the Equipment leased herein or by the liability or conduct (including active, passive, primary or secondary) of Lessor/Seller, its agents or employees, or anyone for whose acts of them may be liable. The parties agree that Lessor shall only be liable or responsible for actions of willful misconduct.
- (3) Lessee/Purchaser shall, at its own cost and expense, defend Lessor/Seller against all suits or proceedings commenced by anyone in which Lessor/Seller is a named party for which Lessor/Seller is alleged to be liable or responsible as a result of or arising out of the Equipment, or any alleged act and/or settlement, judgment or other resolution, in the event that such action is commenced naming Lessor/Seller as a party, Lessor/Seller may elect to defend on its own behalf and Lessee/Purchaser agrees that it shall be liable for all costs, expenses and attorney's fees incurred by Lessor/Seller in such defense.
- (4) Purpose of this clause: It is the purpose of this clause to shift the risk of all claims relating to the leased/purchased property to the Lessee/Purchaser during the entire term of this lease.

**16. Safety Regulations.** Lessee/Purchaser shall; 1) Erect, maintain and use the leased/purchased Equipment in a safe and proper manner; (2) procure and be responsible for any and all permits or other government approval relating to this lease, (3) comply with all applicable laws, ordinances, rules, regulations and orders of any public authority, including, but not limited to, all federal Occupational Safety and Health Act (OSHA) and State regulations, having jurisdiction for the safety of persons property; and (4) comply with any rules or regulations promulgated by Lessor/Seller with respect to the leased/purchased Equipment, its manner of erection and use.

**17. Safety Equipment.** Lessee/Purchaser agrees that Lessor/Seller does not rent safety equipment of any type, including, but not limited to, nets, lanyards, belts, ropes and grabs. Lessee/Purchaser agrees to obtain, provide and use all safety equipment, and to indemnify and hold Lessor/Seller free and harmless from any liability which results from non-compliance with this Paragraph.

**18. Cartage.** Lessee agrees to pay Lessor its usual cartage charges for delivery and pickup of Equipment. Time spent by Lessor's driver locating Equipment, dismantling scaffold, loading, etc., will be charged at Lessor's then currently hourly rate.

**19. Waiver of Subrogation.** Lessee/Purchaser hereby waives all rights in and to any and all claims of subrogation that is may have against the Lessor/Seller existing in the laws of Utah which are within the power of the Lessee/Purchaser to waive.

**20. Execution of Lease.** The parties agree that this contract is entered into at the main office of the Lessor. The lease is binding when duly executed by a proper officer of the Lessee, or by any employee, agent, teamster, or other person authorized by Lessee, orally or in writing, to execute said lease upon Lessee's behalf. Acknowledgement of receipt by Lessee's employee, agent, teamster or other authorized person shall conclusively constitute Lessee's agreement to this lease.

**21. Entire Agreements.** This lease embodies the entire agreement of the parties except for the rental contract agreement. It may not be modified or terminated except as provided herein or by other written agreement of the parties. If any provision herein is declared invalid, it shall be deemed amended to comply with applicable law.

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**22. Personal Property.** The Equipment herein leased is and at all time remain personal property, notwithstanding that it, or any part of it may now be or hereafter become in any manner attached to, imbedded, or permanently resting on real property or any building or improvement thereon, or attached in any manner to what is permanent, as by means of cement, plaster, nails bolts, screws, or the like.

**23. Alteration of Equipment.** Lessee shall not, without the prior written consent of Lessor, remove the leased Equipment from the location described on Page 1. or relinquish possession of the same, nor shall Lessee make any alteration or improvement in the leased property without first having obtained such written consent.

**24. Insurance.** Lessee shall keep this Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof, and shall carry comprehensive public liability and property damage insurance with contractual liability, but Lessee's failure to have such insurance shall not lessen Lessee's obligations herein. Lessee shall maintain insurance in not less than the following minimum amounts covering Lessee's obligations under this Agreement: worker's compensation insurance covering all those engaged in statutory amounts; employer's liability insurance of at least \$100,000/occurrence; comprehensive general liability insurance of at least \$2,000,000; and umbrella coverage of at least \$5,000,000. Such amounts are minimum requirements of Lessee and shall not be construed as a limitation upon Lessee's liability to Lessor under this Agreement.

**25. Applicable Law; Jurisdiction and Venue.** This lease shall be governed by and construed under the laws of the State of Illinois. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE APPLICABLE STATE OR FEDERAL COURTS SITTING IN CHICAGO, ILLINOIS, FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH OF THE PARTIES AGREES NOT TO COMMENCE ANY LEGAL PROCEEDING RELATED THERETO EXCEPT IN SUCH COURTS. EACH OF THE PARTIES IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH COURT OR THAT SUCH ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

**26. Limitation of Liability.** Lessee's sole and exclusive remedy for any matter or claim arising under or relating to this lease, whether in contract, tort (including negligence), infringement or otherwise, shall be general money damages not in excess of the lesser of the actual direct damage to such party or the rental payments for the Equipment to which the claim directly relates, and which were paid or purchased during the six (6) month period immediately preceding the occurrence of the event from which the claim arose. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, OR LOST BUSINESS) ARISING OUT OF OR RELATING TO THIS LEASE.

**27. Force Majeure.** Lessor shall not be liable for any failure to perform hereunder due to strikes (legal or illegal), lockouts, fires, floods, or water damage, riots, government acts or orders, interruption of transportation, inability to obtain material upon reasonable prices or terms, or any other causes beyond its control.

**28. Arbitration.** Any controversy or claim arising out or relating to this lease or any purchase order issued which incorporates this lease, or the breach thereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any award or decision resulting from any such arbitration proceeding will be final and binding on the parties and judgment on such award or decision may be entered in any court having jurisdiction thereof.

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**Additional Terms**

**Delivery & Pickup:**

- An authorized agent of your company must sign for deliveries and returns. We do not deliver or pickup without signatures.
- **Please allow us a minimum of 1 week when scheduling pickups or tardowns.** We will do our very best to accommodate your requests.
- For your protection, be sure each item is counted and listed on the delivery and return receipt.
- Do NOT leave the Equipment with someone else to return. You are responsible for the Equipment until it is released to our representative.

**Rental & Shortages:**

- You are responsible for the rent and the Equipment until the Equipment is returned.
- Rental charges will stop on the day you request pickup (after the minimum rental charge has been met) but you are responsible for the Equipment until it is released to our representative.
- You are responsible for carrying insurance against loss, theft, or damage of any material, equipment and/or scaffolding.

**Cancellations / Refunds:**

- CSI reserves the right to cancel any pending order upon learning negative credit history, receiving a bad check, or receiving a declination from customer's credit card.
- CSI will attempt to give customer 24 hour notice, but reserves the right to refuse to deliver Equipment if payment has not been received as in accordance with our terms.
- Customer refunds are **not granted** for Equipment returned within the initial rental period.
- After the initial rental period, we prorate invoices according to how many days Equipment was out.
- Delivery and pickup charges are not refundable. Orders cancelled at least 24 hours prior to delivery do not carry a penalty. Order cancelled within 24 hours of delivery carry a \$150.00 restocking charge.

**Insurance Coverage:**

Upon Lessor's request, Lessee shall provide a certificate of insurance naming Chicago Scaffolding, Inc. as additional insured for the comprehensive general liability/umbrella policies and showing such policies to be in force, within five days of request.

I (we) have thoroughly read and understand all seven pages of the Credit Policy, General Usage and Terms & Conditions. I (we) understand that the information furnished to you on this application is for the purpose of from your firm, than I am (we are) authorized in my (our) capacity, to bind my (our) firm accordingly, that I (we) have read and received a copy of your Terms and Conditions and that all accounts or moneys due to you shall be payable at 4824 W. Lake St. Chicago, IL 60644. If it becomes necessary to enforce payment of any sums due through legal proceedings, I, we, and each of us, jointly and severally, agree to pay reasonable attorney fees and interest as allowed by law.

\_\_\_\_\_  
 Lessee/Customer Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Lessee/Customer Printed Name

\_\_\_\_\_  
 Jobsite Address

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