



Kuhn's Home Improvement
P.O. Box 597 (Mailing)
Eagle, WI 53119
414-732-0537

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

910 Clinton St, Waukesha WI 53186 (Exterior Remodel)

Windows & Trim (Front)

- Repair damages to windows/trim on front of building.
- Remove & replace any rotted wood within structure of window and surrounding trim.
- Repairs to be made using materials that match existing.
- Paint window/trim on front of building to match existing, where necessary.
- Fine cleaning of work areas upon completion.

Total: \$11,000 labor & materials. (Approximately 75 to 100 hrs) \$75.00/hr

Tuckpointing & Concrete Repairs (Front & Roof)

- Tuckpoint areas on front of building where mortar has deteriorated from between bricks.
- Remove loose, crumbling debris.
- Tuckpoint all areas on front as needed to restore to match original.
- Repair concrete ledge on front.
- Repair damages to back & top of front parapet wall. (Roof side)
- Remove crumbling loose concrete to prep wall.
- Fill in areas that concrete has fallen away to restore structure to match original.
- Remove & replace clay double slant coping caps that are damaged on divider walls on roof.
- Fine cleaning of work areas upon completion.

Total: \$11,500 labor & materials. (Approximately 75 to 100 hrs) \$75.00/hr

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications received for above work and completed in a substantial workmanlike manner. Scaffolding provided by building owner and to be set up prior to work starting.

With payments to be made as follows: 1/2 Down - 1/2 Upon completion

Respectfully submitted,

Nicholas R. Kuhn

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

Please Make Checks payable to: Nicholas Kuhn

Bissette Painting
3401 N. 86th Street
Milwaukee, WI 53222
(262) 278-1289

Prepared for:

Nick Martinez
910-914 Clinton Street
Waukesha, WI 53186
(608) 332-1065

Scope of Work

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Window Carpentry on Building

- ✓ Replace four (4) wood storm/screen windows with new wood combination storm/screen windows
- ✓ Replace rotten sills, rotten center stiles on lower picture windows
- ✓ Replace delaminated ply-wood near entry

Painting on Building

- ✓ Preparation and painting of entire façade of previously painted areas, including wood, metal, and upper third-floor brick with the following: one (1) coat primer, 2 coats of finish paint, clear coat of upper cap.
- ✓ Painted to match existing color.

Carpentry and Painting Preparation Work List

- ✓ Remove loose and peeling paint with hand tools to a smooth and paintable surface.
- ✓ Remove any failed caulk and replace with Vulkem Polyurethane Caulking
- ✓ Prime any bare wood with oil primer
- ✓ Repair flashing as needed
- ✓ Spot prime any rusty areas with Red Oxide Primer
- ✓ Scrub down façade with mild solution of TSP and Bleach

Estimated Supply List (in addition to wooden carpentry above)

- 6 gallons masonry primer
- 2 gallons Red Oxide primer
- 4 gallons oil primer
- 16 gallons color paint
- Caulk: case of 30

Carpentry and Painting Hourly Rate: \$75.00/hr
Estimated Work Hours: 100 hours

Estimated Grand Total: \$10,514.00

X

Nick Martinez

X

David Todd Bissette



LISBON STORM, SCREEN & DOOR
5006 W. LISBON AVENUE
MILWAUKEE, WI 53210-2853
Ph: 414-445-8899 Fax: 414-445-8608
Hours: M-F 8:00 AM - 5:30 PM
Sat 8:00 AM - 2:00 PM

SOLD TO

NICK MARTINEZ
 912 CLINTON ST
 APT 3
 WAUKESHA, WI 53186
 608-332-1065

SHIP TO

912 clinton street

Shipment #: 1

ACCOUNT #	CUSTOMER P.O.#	TERMS	ORDER #	ORDER DATE	SLSMN	INVOICE #	INVOICE DATE
63321065		CASH SALE	793681	06/14/24	LRE		
ORDERED	BACKORDERED	SHIPPED	U/M	DESCRIPTION		PRICE	AMOUNT
4	0	4	EA	wood combos 4) 39 1/4 x 78 1/2 WOOD COMBINATION WHITE INSERTS 39 1/4 X 78 1/2 OM MARVIN-		444.570	1778.28*
THE ORDER TOTAL OF 1918.76 HAS BEEN REDUCED BY THE FOLLOWING PAYMENTS:							
DESCRIPTION		REFERENCE/CHECK #	AUTH CODE	DATE	AMOUNT		
-----		-----	-----	-----	-----		
MASTER CARD		672568	00	06/14/24	1000.00		
A balance of \$918.76 is due on this shipment.							
June 14, 2024 13:19:09			OT:LRE	1 / 0		MERCHANDISE	1778.28
*****			SHIP VIA		OTHER		
* PICK TICKET *					TAX		
*****					7.900%		
					FREIGHT		
					0.00		
					TOTAL		
					1918.76		

NO RETURNS ON SPECIAL ORDERS

Office Copy

DA

Account No: 6679-2880-8 BISSETTE*DAVI
 PRODUCT VIEW FILE MAINTENANCE

Sales No: 651201543
 Descr: LATITUDE EXT SA EW
 Product No: K62W00651 Weight: 11.0240

Total Qty on Hand:	16.00
Qty Available:	16.00
Qty Committed:	0.00
Qty on Order:	0.00
Minimum Ship Qty:	4.00
Package Qty:	4.00
Product File Cost:	0.00
Store WAC Cost:	0.00
Min:	11.00
Max:	23.00
Primary Bin:	N/A

Size: 16 GALLON APO Code:

Dept Cd: 11 ARCHITECTURAL PRODUCTS

Sub Dept Cd: 13 EXT LTX SATIN

Category Cd: 615 LATITUDE EXT LTX SA

Manufacturer: 100000 SW MFG PAINT

Mfgr Part No:

Tax Prod No:

Priv. Tax Grp.: 90000

UPC: 0-35777-94868-2

Price Listed?: Y Rate Cd: NR

Material Type:

VERSION

PRICE METHOD

PRICE

DX0619E2

PRO +

54.99

CUSTOMER PRICING

Quantity: 0.00

Price is Displayed ... Press any key to Continue

Latitude Topcoat Satin

DA

Account No: 6679-2880-8 BISSETTE*DAVI
 PRODUCT VIEW FILE MAINTENANCE

Sales No: 650133416
 Descr: EXT ALK WOOD PRMR
 Product No: Y24W08020 Weight: 12.2770

INVENTORY	
Total Qty on Hand:	3.00
Qty Available:	3.00
Qty Committed:	0.00
Qty on Order:	4.00
Minimum Ship Qty:	4.00
Package Qty:	4.00
Product File Cost:	0.00
Store WAC Cost:	0.00
Min:	4.00
Max:	8.00
Primary Bin:	N/A

Size: 16 GALLON APO Code: 4
 Dept Cd: 11 ARCHITECTURAL PRODUCTS
 Sub Dept Cd: 24 EXTERIOR PRIMER
 Category Cd: 028 A-100 EXT ALKYD PRIMER
 Manufacturer: 100000 SW MFG PAINT
 Mfgr Part No:
 Tax Prod No:
 Priv. Tax Grp.: 90000
 UPC: 0-35777-65880-2
 Price Listed?: Y Rate Cd: NR

CUSTOMER PRICING
 Quantity: 0.00

VERSION	PRICE METHOD	PRICE
DX0619E2	PRO +	32.89

Price is Displayed ... Press any key to Continue

Ext Oil Wood Primer

PRC PRINT/DISPLAY

FILE MAINTENANCE

INVENTORY

DA

Account No: 6679-2880-8 BISSETTE*DAVI
PRODUCT VIEW FILE MAINTENANCE

Sales No: 651032815
Descr: LXN XP EW
Product No: LX11W0051 Weight: 11.6560

Total Qty on Hand:	25.00
Qty Available:	25.00
Qty Committed:	0.00
Qty on Order:	0.00
Minimum Ship Qty:	5.00
Package Qty:	5.00
Product File Cost:	0.00
Store WAC Cost:	0.00
Min:	35.00
Max:	40.00
Primary Bin:	N/A

Size: 20 5 GAL APO Code: 4

Dept Cd: 11 ARCHITECTURAL PRODUCTS

Sub Dept Cd: 10 EXTERIOR LATEX FLAT PAINT

Category Cd: 049 LOXON XP FLAT

Manufacturer: 100000 SW MFG PAINT

Mfgr Part No:

Tax Prod No:

Priv. Tax Grp.: 90000

UPC: 0-35777-87541-4

Price Listed?: Y Rate Cd: NR

Material Type:

VERSION

PRICE METHOD

PRICE

DX0619E2

PRO +

37.59

CUSTOMER PRICING

Quantity: 0.00

Price is Displayed ... Press any key to Continue

*Loxon XP ~~on~~ Brick
2 Coats*

DA

Account No: 6679-2880-8 BISSETTE*DAVI
PRODUCT VIEW FILE MAINTENANCE

Sales No: 650978497
Descr: PI PROCRYL PR M GR
Product No: B66A01320 Weight: 11.0770

Total Qty on Hand:	5.00
Qty Available:	5.00
Qty Committed:	0.00
Qty on Order:	0.00
Minimum Ship Qty:	4.00
Package Qty:	4.00
Product File Cost:	0.00
Store WAC Cost:	0.00
Min:	4.00
Max:	8.00
Primary Bin:	N/A

Size: 16 GALLON APO Code: 4

Dept Cd: 18 INDUSTRIAL MAINTENANCE

Sub Dept Cd: 30 ACRYLIC

Category Cd: 257 PRO IND PRO-CRYL PRIMER

Manufacturer: 100000 SW MFG PAINT

Mfgr Part No:

Tax Prod No:

Priv. Tax Grp.: 90100

UPC: 0-35777-53823-4

Price Listed?: Y Rate Cd: NR

Material Type:

VERSION

PRICE METHOD

PRICE

DX0619E2

PRO +

48.99

CUSTOMER PRICING

Quantity: 0.00

Price is Displayed ... Press any key to Continue

Metal Primer

A.O.HANDY INC.



ABOUT US

Choosing A.O. Handy Inc. means partnering with a trusted, local masonry contractor committed to delivering exceptional quality and service. Proudly serving Wisconsin for over two decades, we have built a reputation for excellence in commercial projects. Our dedicated team of skilled professionals ensures each project is completed on time and to the **highest standards**. We take pride in our work and strive to exceed your expectations with every job, offering not just craftsmanship but also integrity and reliability.

- **20+ Years In Business**
- **Completed over 2,000 projects**
- **Fully Certified and Insured**



OUR SERVICES

- **NEW BUILDS**
- **REBUILDS**
- **REPAIRS**



262-505-1375



Aohandyinc.com



2275 S 162nd Street
New Berlin, WI 53151

Prepared for:

Nick Martinez
910-914 Clinton St
Waukesha, WI 53186
nkm@mlo-wi.com
(608) 332-1065

June 17, 2024

No. 8110

A.O. Handy Inc. | Alex Boyko
2275 S 162nd Street, New Berlin, WI 53151
P: (262) 505-1375 | alex@aohandyinc.com
www.aohandyinc.com

Masonry Restoration

Scope of Work

Tuckpointing On Building

-We will tuckpoint 100% of the mortar joints between the brick.

This will be done on the top 15 courses of brick on the building.

This will be done on the 6 courses of brick near the bottom of the building.

Please refer to the highlighted areas in the photos to see what areas will be targeted and need to be hit.

For this we will grind out all of the mortar.

We will utilize grinders with vacuum attachments to reduce the debris generated.

After this we will then apply the new mortar.

-We will try our best to match the original mortar color.

This will begin only after the scaffolding is set up.

Please note that any painting over brick can only be done 30 days after we are finished.

Building owner will be pulling permits for this job.

Tuckpointing On Building

-We will tuckpoint the major cracks and areas where the mortar is missing from deterioration and aging on the brick in front of the building.

Please refer to the highlighted areas in the photos to see what areas will be targeted and need to be hit.

For this we will grind out the major cracks along with grinding the areas that the mortar is deteriorated.

We will utilize grinders with vacuum attachments to reduce the debris generated.

After this we will then apply the new mortar.

-We will try our best to match the original mortar color.

Scope of Work

Patching

We will patch any area where needed off the roof top of the building.

This area is the backside of the top capstones.

Prior to any patching we will remove the loose debris.

-Non sagging fiber reinforced patching material. (Fast set time)

-Gray in color.

Reset Capstone

We will remove and reset one loose capstone off of the rooftop.

This will be located on the far left side when you are on the rooftop.

Caulking

We will caulk where the top capstones meet the brick.

This includes the 2 middle capstones near the top.

Sikaflex®-2c NS EZ Mix

-Two-component, non-sag, polyurethane elastomeric sealant.

This work will have an extended warranty of 2 years.

We will cut out and remove current sealants.

-We will match color best as possible

Masonry Wash

We will use a masonry wash on the work after the job is done to help clean everything.

This will be done the following day.

Invoices submitted for completed work will be paid by the Client
WITHIN 30 days of receipt.

Grand Total: \$24,800.00

Material

Brick | Stone | Block

Once the customer agrees on the material used for the project, it will be used for the entire project.

If the material isn't readily available, we will use the next best match that is available to us. (This occurs often with repairs or rebuilds as material is frequently discontinued over the years)

Mortar Color

For repairs or rebuilds, we will best match the existing mortar color, but cannot guarantee a 100% match due to the natural weathering/aging of the existing mortar.

Grinding/Cutting

Customers acknowledge that nicks may happen as a result of any cutting or grinding.

Grinding out any mortar joints will increase the size of the joiner slightly on some jobs.

Tuckpointing

When we use the term "major cracks", we're referring to cracks that are a minimum of 2 mm in width and a minimum of 3 inches in length.

When we use the term "missing mortar", we're referring to areas where the original mortar has deteriorated from outdoor elements, more than 0.5 inches in depth and a minimum of 2 inches in length.

THANK YOU FOR 22 YEARS OF SERVICE!!

X

Nick Martinez

X

Company Authorized Signature











COMMERCIAL CONSTRUCTION AGREEMENT

This Commercial Construction Agreement (the “**Agreement**”) made between A.O. Handy Inc., 2275 S. 162nd St., New Berlin, Wisconsin 53151 (the “**Contractor**”), and the person named on the proposal/contract(the “**Owner**”).

WHEREAS, Owner wishes to engage Contractor and enter into this Agreement for all labor, materials, equipment, and construction services (collectively, the “**Work**” or “**Construction**”) to be provided by the Contractor for the Owner. This Agreement is for **COMMERCIAL CONSTRUCTION** work (including masonry) only. The full scope of the Work is described in the fully executed proposal (the “**Proposal**”), which is incorporated by reference herein; provided that in the event of a conflict between this Agreement and the Proposal, this Agreement shall control.

1. CONSTRUCTION:

- a. The Contractor shall provide all materials, supplies, tools, equipment, and labor as shall be required to complete the Work. All material will be new unless expressly stated otherwise in the Proposal.
- b. The Contractor shall commence the Work on a date mutually agreed upon by the parties after execution of this Agreement and completion of all the following: (i) the Contractor’s receipt of down payment; (ii) verification of the Owner’s financing/funds; and (iii) issuance of all permits required to complete the Work (the “**Commencement Date**”). The Contractor shall acquire all necessary permits. The price of acquiring such permits shall be reflected in the Agreement Price unless otherwise agreed upon by the parties.
- c. The Contractor shall not be liable for delays due to occurrences outside of the reasonable control of the Contractor, including, but not limited to, Force Majeure Events, missed progress payments, and Change Orders; such occurrences shall void the original Completion Date.
- d. The Contractor shall have the right to use subcontractors to perform any of the Work outlined herein or in the Proposal. The Contractor’s use of subcontractors, however, shall not create any contractual relationship between any such subcontractor and the Owner, and the Owner shall not directly contract with any of the Contractor’s subcontractors to complete the Work. The Contractor shall not contract with a proposed subcontractor to which the Owner reasonably objects; provided, however, that the Owner shall be responsible for any project delays or increased costs resulting from such objection.
- e. The Contractor shall comply with all laws, ordinances, statutes, regulations, and rules issued by all applicable governmental authorities including, but not limited, OSHA rules and regulations and orders issued by local building inspectors.
- f. The Contractor shall supervise and direct Construction, including having responsibility for and control over construction means, methods, techniques, sequences, procedures, and coordinating with subcontractors over subcontracted portions of Construction.
- g. In the event that the Contractor determines it necessary to substitute any required material or equipment, including substitutions of materials or equipment of one brand for materials or equipment of another brand, or make minor modifications to the originally planned Construction for the purpose of meeting applicable building codes, facilitating construction generally, or instituting design improvements, the Contractor may, in its sole discretion, make any such substitution, change, or modification with respect thereof, provided such substitution, change, or modification is of comparable or improved durability, quality, and/or performance. The Owner hereby agrees that any such substitution, change, or modification amounts to substantial compliance to the terms of this Agreement and the Proposal.
- h. The Contractor shall be responsible for workplace safety during Construction. The Contractor shall assume liability arising from any unsafe condition at the Property caused by the Contractor, or any of its subcontractors, which injures or damages any property of the Owner or the Owner or its guests or invitees, except for injuries and damages described in Sections 3 or 5.
- i. The Contractor and the Contractor’s subcontractors, as applicable, shall use and install, pursuant to the Owner’s directions, materials and equipment supplied by the Owner; provided, however, that such materials and equipment are safe to use and such directions comply with applicable safety requirements, laws, ordinances, and/or regulations.
- j. The Contractor is authorized to use company names, press releases, and/or take and use photographs related to the Work in the Contractor’s advertising and marketing programs without compensation to the Owner. All photographs are property of the Contractor.

2. PRICE & TERMS:

- a. The Owner agrees to pay the Contractor for the Work to be provided by the Contractor as described in this Agreement the Proposal (the “**Agreement Price**”).
- b. Hourly labor charges, to the extent they are applicable, are included in the Proposal.
- c. An initial **Down payment & Progress payments** will be made in accordance with the payment schedule as listed in the Proposal.

- d. The Owner shall remit payment to the Contractor within thirty (30) days of receipt of any invoice unless otherwise agreed upon by the Owner and the Contractor in writing. A late payment fee of \$495 shall apply if Owner fails to timely make payment.
- e. The Contractor may suspend Construction if the Owner fails to make any required payments within thirty (30) days of the date said payment was due, except that the Contractor shall not suspend Construction until the Owner has received written notice of the Contractor's intent to suspend Construction.

3. OWNER RESPONSIBILITIES:

- a. The parties shall agree on a reasonable route across the Property to access the specific site within the Property in which Construction will occur (the "Site"). The Owner shall be responsible for the costs of any damages to the Property or Site, except that the Contractor shall be responsible for any damages that it unreasonably caused in accessing the Property or Site.
- b. The Owner shall provide to the Contractor all information regarding any requirements and conditions of the Property, Site and the Work, including, but not limited to, the Owner's design, any constraints, all other pertinent information, and all known criteria for the Work.
- c. The Owner shall furnish or cause to be furnished any information needed by the Contractor or any subcontractor in completing the Work.
- d. The Owner shall promptly render decisions where such decisions are necessary to avoid delaying the Work.
- e. The Owner shall use due care for the protection of any materials or equipment stored on the Site or Property during Construction. The Owner shall also use due care for the protection of any completed Construction.
- f. The Owner represents and warrants that it has good and merchantable title to the Property, except for mortgages and/or liens previously disclosed to the Contractor.

4. CHANGES IN THE WORK:

- a. The Owner may, subject to the approval of the Contractor, order changes to the Construction consisting of additions, deletions, or modifications with the Agreement Price and Completion Date being adjusted accordingly. However, changes to the Work can only be authorized by a written change order signed by both parties (a "Change Order"). The parties shall mutually agree to any changes to the Agreement Price and payment schedule as set forth in the Proposal and incorporate such changes into the applicable Change Order.
- b. The use of any Change Order shall not affect the validity of this Agreement or the Proposal.
- c. The Owner shall be responsible for both ensuring it has adequate funding and timely paying for any increase to the Agreement Price based on any Change Order. The Owner shall also be responsible for all reasonable costs, fees, and expenses as imposed by the Contractor with respect to any Change Order.

5. HAZARDOUS MATERIALS:

- a. If reasonable precautions would be inadequate to prevent foreseeable bodily injury or death resulting from a hazardous material or substance, including, but not limited to asbestos, PCB, or lead paint, encountered on the site by the Contractor, the Contractor shall, upon recognizing the existence of such a hazardous material or substance, immediately stop Construction and provide the Owner with written notice of the hazardous material or substance. Upon receipt of written notice from the Contractor, the Owner shall promptly cause the hazardous material or substance to be removed at its sole expense. The Contractor shall resume Construction upon: (i) receipt of written notice from the Owner that the hazardous material or substance has been removed; and (ii) confirmation of such removal by the Contractor's prompt inspection of the affected area. The parties shall mutually agree, in writing, on updates to the Completion Date and Agreement Price as such updates are necessary.
- b. The Owner shall indemnify and hold harmless the Contractor and the Contractor's subcontractors, and the directors, agents, officers, and employees of either of them, from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance of the Work in area of the Site affected by a hazardous material or substance, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss, or expense is not due to the sole negligence of a party seeking indemnity.
- c. If, without negligence on the part of the Contractor or the Contractor's subcontractor, the Contractor or subcontractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work, the Owner shall indemnify the Contractor and subcontractor for all cost and expense thereby incurred.

6. DESIGN DOCUMENTS:

- a. The Contractor and their architects, engineers, consultants, subcontractors, and/or any other design professional shall be deemed the authors and owners of their respective models, sketches, drawings, specifications, plans, and any other design document regardless, of its medium, to be used in the Work (the "Design Documents").

- b. The Contractor shall grant to the Owner a limited, irrevocable, and nonexclusive license to use the Design Documents solely and exclusively for purposes of constructing, using, maintaining, altering, and/or adding to the Work, provided that the Owner performs all of its obligations under this Agreement, including prompt payment of the Agreement Price.

7. CONTRACTOR'S WARRANTY:

The substantive provisions of this Section 7 are included in Schedule 1 to this Agreement.

8. MUTUAL INDEMNITY AND HOLD HARMLESS AGREEMENT:

- a. Each party shall protect, defend, indemnify, and hold the other party and its officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the indemnifying party's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with the indemnifying party's acts or omissions in the performance of its obligations under this Agreement, and all expenses of investigating and defending against the same, including, without limitation, attorney's fees and costs; provided, however, that the indemnifying party's duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of the other party and its elected officials, officers, employees, representatives, and agents.

9. INSURANCE:

- a. Contractor agrees to maintain in full force and effect at all times during the Agreement the following types of and specifications for insurance: (i) General Liability Insurance. Minimum limit \$1,000,000 each occurrence, \$2,000,000 aggregate. (ii) Automobile Liability Insurance. Minimum \$1,000,000 combined single limit. (iii) The Contractor may achieve the required limits and coverage for General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. (iv) Workers Compensation and Employer's Liability Insurance. Statutory coverage for Workers Compensation and minimum \$500,000 for Employer's Liability. (v) Excess/Umbrella Liability Insurance. Minimum \$10,000,000 each occurrence, \$10,000,000 aggregate. (vi) Professional & Pollution Insurance. Minimum \$2,000,000 each claim, \$2,000,000 aggregate.
- b. Contractor will provide a certificate of insurance evidencing the Contractor's insurance coverage upon the Owner's request.

10. DEFAULT:

- a. If either party hereto should be adjudged bankrupt, make a general assignment for the benefit of creditors, have a receiver appointed, or otherwise become insolvent, or if the Property becomes the subject of a foreclosure or any other legal action or process, or the Owner fails to make the payments as required by this Agreement or otherwise refuses or fails to perform in accordance with the terms of this Contract, or the Contractor should refuse, fail or be unable to perform under this Agreement, such party shall be considered to be in default.
- b. **Owner's remedies.** In the event of the Contractor's default, the Owner may terminate this Agreement and finish the Work by whatever method it may deem expedient; provided, however, that before hiring or contracting with any other person or company the Owner shall give the Contractor at least fourteen (14) days' notice of his intention to proceed under this section of the Agreement. In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed and if the unpaid balance due to the Contractor is in excess of the actual expense of completing the project, such excess shall be paid to the Contractor. In the event that such additional expense of the Owner exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.
- c. **Contractor's remedies.** In the event of the Owner's default, the Contractor may cease all operations and remove from the Property all materials supplied whether or not incorporated into the Work. In such case, the Contractor shall account to the Owner for all costs incurred by it up to the date the Work is stopped, as well as all costs incurred in removing its materials from the Property. From the amount so computed, the Contractor shall subtract payments made by the Owner and the salvage value, if any, of material removed. The unpaid balance, if any, shall be paid to the Contractor by the Owner. If the amount of payments and credits of the Owner exceed the Contractor's cost, the Contractor shall refund any difference to the Owner.

11. ARBITRATION:

- a. The parties agree that if any controversy or dispute should arise relative to the performance of this Agreement then the controversy or dispute will be resolved by arbitration as the sole and exclusive remedy, except where other remedies are required by law. The decision of the arbitrators shall be binding, final, and may be enforced in accordance with the applicable provisions of Chapter 788 of the Wisconsin Statutes. The Construction Arbitration Board of the Metropolitan Builders Association shall conduct the arbitration.
- b. The parties agree to each pay one-half (1/2) of the cost of arbitration proceeding itself, while the individual parties will be responsible for any other respective fees, costs, and expenses, including, but not limited, transportation fees, attorney's fees, and money damages to be paid, if any, based on the decision of the arbitration board.

12. INTEREST AND FEES:

The prevailing party in arbitration or the party entitled to payment or money damages under any provision of this Agreement shall be entitled to, to the fullest extent permitted by applicable law, (i) recover interest on any unpaid money damages owed to it at the highest legal rate; and/or (ii) recover all reasonable costs of collection and expense, including attorney's fees.

13. FORCE MAJEURE:

- a. Neither party to this Agreement shall be liable for any delay, direct or indirect, in performance caused by an unforeseen event such as acts of God, fire, war, civil unrest, terrorism, governmental orders, public health crises, adverse weather conditions, insufficient soil conditions, availability of materials, labor disputes, or any other cause beyond the reasonable control or contemplation of either party ("**Force Majeure Event**").
- b. In the event that a Force Majeure Event occurs, the parties shall take all reasonable steps to mitigate the impact of the Force Majeure Event insofar as the impact of the Force Majeure Event affects, directly or indirectly, the Work.

14. TIME IS OF THE ESSENCE:

With respect to the Agreement Price, any payments required hereunder, and all the Owner's other obligations hereunder (including those in the Proposal), time is of the essence.

15. ENFORCEABILITY & GOVERNING LAW:

- a. If any part of this Agreement or any provision herein is found to be unenforceable, it shall not affect the enforceability of the remainder of this Agreement.
- b. The failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of any other breach of any right, claim, term, or condition of this Agreement.
- c. *This Agreement shall be governed by the laws of the State of Wisconsin.*
- d. This Agreement may not be modified except in writing signed by authorized representatives of each party.

16. LIENS:

The Contractor hereby notifies the Owner that persons or companies furnishing labor or materials for the Construction on the Property may have lien rights on the Property if the person or company furnishing labor or materials (including the Contractor, subcontractors, and/or suppliers) are not paid.

17. ACCEPTANCE:

This Agreement shall not be deemed binding on the Contractor until and unless it is accepted and executed by a duly authorized representative of the Contractor at its office in New Berlin, Wisconsin. Notwithstanding any such execution, acceptance shall not be final until the down payment described in Section 2 of this Agreement and more fully described in the Proposal is received by the Contractor at its office in New Berlin, Wisconsin, in cash or a cash equivalent. Acceptance of this Contract is expressly limited to the terms and conditions of this Agreement and the Proposal.

Copy signatures transmitted by fax, email, or other electronic transmission and counterpart signature pages are deemed binding and valid as originals for purposes of this document

Schedule 1 to Commercial Design-Build Construction Agreement

Contractor's Warranty

CONTRACTOR'S WARRANTY:

- a. *The Contractor is providing only this warranty under this Agreement (the "Warranty") and makes no other warranties, including, but not limited to, express or implied warranties of habitability, merchantability, or fitness for a particular purpose, other than what is expressly provided in this Agreement or required by applicable law.*
- b. *Under the Warranty, the Contractor warrants that the Work will be free from material defects. To the extent that there are material defects in the Work (the "Defect" or "Defects"), the Contractor shall, in accordance with industry standards, repair, replace, or correct the Defects where the Owner provides written notice to the Contractor of any Defect within One (1) year of Substantial Completion of the Work.*
- c. *The Contractor shall decide upon the remedy for any Defect; provided, however, that Contractor shall follow industry standards in electing the applicable remedy or remedies.*
- d. *The Warranty expressly excludes Defects caused by: (i) alterations to the Work not performed by the Contractor or its subcontractors; (ii) building materials or equipment not supplied by the Contractor or its subcontractors; (iii) abuse or other improper use of the Work; (iv) normal wear and tear; (v) any natural occurrence outside of the control of the Contractor; (vi) acts or omissions of third parties; and/or (vii) acts or omissions of the Owner, including, but not limited to, the Owner's failure to properly maintain the Work.*
- e. *The Owner shall give the Contractor reasonable access to the Property to remedy any Defect covered by the Warranty and a reasonable timeframe to remedy any Defect.*
- f. *The manufacturers' warranties on equipment, furnishings, or fixtures, if any exist, used in the Work will be as per the manufacturers' product literature and shall not be the Contractor's responsibility.*
- g. *The Warranty only comes into effect upon receipt of full and final payment by the Contractor.*
- h. *The Warranty does not extend beyond normal building standards or industry standards.*



Cornerstone Restoration LLC
 901 Front St
 Sullivan, WI 53178
 +1 2628321179
 Info@MasonryWI.com
 www.MasonryWI.com

CORNERSTONE
 ♦ RESTORATION ♦

ADDRESS

Nick Martinez
 910 Clinton Street
 Waukesha, Wisconsin 53186
 United States

Proposal 5224

DATE 06/06/2024

EXPIRATION DATE 07/06/2024

ACTIVITY	AMOUNT
Standard Wages:	
Provide and install protection scaffold at sidewalk.	
Area A: Tuckpoint all brick joints a face veneer amd provide sealant at stone head joints.	
Area B:provide up to 40 hours of tuckpointing	
Provide patching at top coping concrete. Add additional \$14,800.00 if removal and replacement is desired)	
	53,400.00
Any required/desired permitting costs are not apart of this proposal. Painting at area A after completion is not apart of this proposal.	

TOTAL \$53,400.00

Accepted By

Accepted Date



Area A

Area B

MARTINEZ LAW OFFICE
ATTORNEYS AT LAW

VAN BIER SAISON
262-446-3725



BRANDSAFWAY INDUSTRIES LLC
 9800 WEST ROGERS STREET
 WEST ALLIS, WI 53227
 Phone: (414) 328-1937
 Fax:

Customer: MARTINEZ LAW OFFICE LLC
ATTN:
910 CLINTON STREET
WAUKESHA, WI 53186
Contact Phone:
Contact Fax:

Jobsite: MARTINEZ LAW OFFICE
910 CLINTON ST
WAUKESHA, WI 53186
Contact: NICHOLAS MARTINEZ
Phone: (608) 332-1065

Quotation No: 43188	Quote Date: 6/24/24	Opportunity # 1122651
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Total:

Grand Total: \$14,293.44

Scaffolding - Description of Work

BrandSafway Industries LLC, is pleased to submit our proposal for our scaffold services.

SCOPE: Martinez Law Office Scaffold

BrandSafway will furnish, erect, and dismantle a canopy and a scaffold to reach the front of the building. The scaffold will provide access to 910-914 Clinton St in Waukesha, WI. The Canopy portion will be a minimum of five foot wide. The scaffold will provide access to the walls and windows as discussed with Nick Martinez. Due to the height of the scaffold the scaffold will have to be anchored into the building. With the shape of the building there may be spots that be over a foot away from the scaffold. The BrandSafway truck will have to park in the parking lot next to the building.

Deck level will have OSHA approved guard rail, toe board and safe access via a BrandSafway Bolt on ladder and self-closing swing gate.

Scaffolding - Additional Terms and Conditions

This proposal covers the trucking of the equipment to and from the jobsite, labor to erect and dismantle the scaffold and up to 28 days of rent for the equipment. After the initial 28 days rent will then be charged on a daily basis at \$45.19 including tax per day.

This proposal is based on the erection of the scaffold material and position as indicated in our proposal at one time. Any shifting or relocation after the final approval by the contractor's field representative is not part of this agreement.

Once you have completed your work, and notified BrandSafway, we will schedule to dismantle and remove material at one time based on availability. Any direction to remove partial sections will be viewed as an extra to this contract: the contractor will be liable for any and all additional cost involved.

If BrandSafway scope of work is to change from the basis of the proposal, then a change order will be issued to compensate for any additional work, delays or schedule changes beyond our control.

Thank You for this opportunity and we are looking forward to working with you on this project.

Please Note:

1. All quotes are subject to all terms and conditions referred to in the BRANDSAFWAY INDUSTRIES LLC rental/sales agreement.
2. All quotes subject to state, federal and local taxes.
3. All quotes are valid for 30 days unless otherwise noted.
4. This quote is contingent on approval of the CUSTOMER's credit.
5. Standard rental rates are based on a 28 calendar day (4 week) month.

I have read the attached terms and conditions and agree to them as stated herein:

By BRANDSAFWAY INDUSTRIES LLC	Date	Accepted	Date
Chad Maas	06/24/2024		
Title		Title	

Important Safety Guidelines

Safety is everyone's responsibility. BrandSafway equipment is designed and manufactured with the user in mind. The care that goes into each piece of equipment, however, cannot offset carelessness on the part of the user. Follow these safety guidelines in order to help prevent injury and to reduce unnecessary risk.

1. **Competent Person.** Scaffold must be erected, used, moved, and disassembled only under the direction of a Competent Person. The customer is responsible for following any and all applicable federal and state occupational safety and health laws, rules, regulations and ordinances in addition to applicable city, county or local codes and specific rules with regard to Competent Person and inspection requirements for scaffolds.
2. **Modification.** Any modification or relocation of scaffolding equipment and its components by the customer, contractor or any subcontractor using the scaffold is done solely at the customer's risk and should be in compliance with and according to any and all federal and/or state occupational safety and health laws, rules, and regulations, in addition to applicable city, county, or local codes. The equipment shall only be used for the purposes for which it was designed.
3. **Training.** The customer is responsible for providing any and all required scaffolding training for its employees and any other users of scaffolding equipment, other than the employees of BrandSafway and any BrandSafway subcontractor.
4. **Hazardous Materials.** Please notify BrandSafway of the potential for exposure of either BrandSafway employees or BrandSafway equipment to any hazardous materials including, but not limited to, asbestos, lead, arsenic, silica, chemicals, and flammable materials. BrandSafway and/or the customer may be required to perform industrial hygiene monitoring to measure potential exposure to such materials.
5. **Confined Space.** Please notify BrandSafway if any BrandSafway employees will be working in a confined space and inform BrandSafway whether the confined space is permit-required. According to federal and state occupational safety and health laws, the customer is responsible for providing any and all required confined space training for its employees and any other users of scaffolding equipment in the confined space, other than the employees of BrandSafway and any Safway subcontractor.
6. **Lock-out/Tag-out.** According to federal and state occupational safety and health laws, the customer is responsible for ensuring that all mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids which are located in the immediate vicinity of the work areas are de-energized or rendered inoperative prior to work, and that proper tags and/or locks are attached to all points where such equipment can be energized.
7. **Special Equipment.** Please notify BrandSafway if any specialized equipment including, but not limited to, special tools, lighting, or protective equipment is required for this project prior to BrandSafway's commencement of work on the project.
8. **Accident Notification.** Please notify BrandSafway immediately of any accident involving the equipment and/or any accident causing injury, death or property damage that is related to or is alleged to be related to and/or caused by the equipment in any way.

Understanding and following these safety guidelines will improve safety for all workers on the jobsite. If there are any questions regarding these provisions, or if you need assistance in obtaining additional training for your employees, please contact a BrandSafway representative immediately.

Standard Terms and Conditions (Labor Included)

Any project-specific terms and conditions set forth in a quote or other documentation from BrandSafway Industries LLC (“*Supplier*”) related to this project or order shall control in the event of a conflict between them and these Standard Terms and Conditions. Supplier’s quote or other documentation will identify whether Equipment is being sold or rented. Except to the extent provided otherwise herein, all of these Standard Terms and Conditions apply to both sales and rentals of Equipment by Supplier.

Definitions. As used herein, the following terms shall have the following meanings. “*Agreement*” shall mean these Standard Terms and Conditions and any project-specific or additional terms and conditions contained in a Supplier quote or other Supplier-provided documentation related to this project or order. “*Customer*” shall mean the person or entity designated as such in this Agreement and, if different, the entity that is actually responsible for ordering the Equipment. “*Equipment*” shall mean any and all equipment identified in this Agreement or otherwise provided to the Customer by Supplier. “*Loss*” shall mean the loss, destruction or theft of, or damage to, any Equipment, excepting normal wear and tear. “*Services*” shall mean any and all services identified in this Agreement or otherwise performed for Customer by the Supplier. “*Parties*” shall mean Supplier and the Customer together. “*Party*” shall mean Supplier or Customer individually, as the context requires. “*Rental Period*” shall mean the period of time commencing (i) in the case when rented Equipment will be picked up by or for Customer, at the earlier of the scheduled pick-up time at Supplier’s facility or the time when the Equipment actually is picked up by or for Customer at Supplier’s facility or (ii) in the case when rented Equipment is to be delivered to Customer by Supplier, at the time the Equipment leaves a Supplier facility to be transported to a Customer-specified location, and in either case, ending when the Equipment is received at the Supplier facility designated by the Supplier to receive the Equipment from the Customer. “*Confidential Information*” means, without limitation, Supplier’s trade secrets, know-how, technical information, customer lists, customer purchasing histories and plans, costs, budgets, acquisition strategies, policies, procedures, methods of operation, pricing, samples, prototypes, sales and marketing plans or information, financial information, personnel or employee information, compensation programs, vendor sources, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, design standards, formulas, products and product specifications, contemplated or new product or service developments, computer software and programs, blueprints, inventions and improvements, together with third party information Supplier holds in confidence. References in this Agreement to “days” mean calendar days unless expressly stated otherwise.

Acceptance and Modification. SUPPLIER’S WILLINGNESS TO PROVIDE EQUIPMENT OR SERVICES HEREUNDER IS EXPRESSLY CONDITIONED UPON CUSTOMER’S UNQUALIFIED ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER’S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS SPECIFIED HEREIN. The rights of the Parties shall be governed exclusively by the terms and conditions set forth in this Agreement. Placement of an order for Equipment or Services by Customer with Supplier, shipment or delivery of Equipment pursuant to this Agreement, Services performed pursuant to this Agreement, or the acceptance, use or retention of any Equipment or Services by Customer shall constitute an unqualified acceptance by Customer of this Agreement. Any attempt by Customer to vary in any degree, the exact terms and conditions of this Agreement in any order, acceptance, acknowledgement, confirmation or other written or oral communication of any kind containing additional, inconsistent, or different terms or conditions is hereby expressly objected to and rejected by Supplier. Supplier’s provision of Equipment or Services pursuant to the terms of this Agreement shall not be deemed to be an acceptance of any additional, inconsistent, or different terms or conditions proposed by Customer. Should this Agreement be deemed an acceptance of a prior offer, quotation or proposal by Customer, such acceptance is limited to the express terms and conditions set forth herein. No course of prior dealings between the Parties and no usage of trade are relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no other contract, specification, drawing or other item, including terms on “click-through” websites, shall be incorporated into or made a part of the Agreement or binding on Supplier unless it is agreed to in writing by Supplier. This Agreement cannot be amended or modified (including by prior course of dealing or trade usage) except through a writing that has been signed by both Customer and Supplier.

Scope. The scope of work to be provided by the Supplier to the Customer is set forth in this Agreement. Customer is responsible for: (1) determining or verifying the bearing capacity of floors, roofs, walls, or any other structure or location upon which the Equipment will be located; (2) ensuring that the ground or structure upon which the Equipment will be placed is level, clear of debris and obstruction, and capable of withstanding the total load imposed by the Equipment and any materials and personnel upon the Equipment; and (3) any taxes, licenses, or permits that may be required as a result of the Equipment or Services to be provided by the Supplier. If Customer fails to satisfy its obligations under this Section, Customer is responsible for any resulting extra costs incurred by Supplier or others. The Agreement price constitutes the price for only those items of Equipment or Services expressly set forth herein. Any additional equipment or services beyond those expressly set forth in this Agreement will constitute extra work and Customer is responsible for all costs and charges associated therewith. If Customer is unsure what costs or charges are included in the price, then Customer bears the responsibility for requesting clarification from Supplier. Customer shall compensate Supplier in a timely fashion for any extra work performed as requested orally or in writing by the Customer. If there is no prior agreement between the Parties as to the extra costs and charges, Supplier shall be entitled to reasonable compensation for any additional work performed, including profit and overhead.

Warranty Disclaimer. SUPPLIER’S SOLE WARRANTY WITH RESPECT TO THE SERVICES IS THAT SUPPLIER WILL PROVIDE THOSE SERVICES WITH THE CARE AND SKILL ORDINARILY USED BY SIMILAR PERSONS OPERATING UNDER SIMILAR CIRCUMSTANCES. THIS WARRANTY WILL EXPIRE FOR SERVICE(S) NINETY (90) DAYS AFTER SUCH SERVICE(S) IS/ARE PERFORMED BY SUPPLIER. THE EXCLUSIVE REMEDY FOR A BREACH OF THIS SERVICES WARRANTY IS THAT SUPPLIER WILL RE-PERFORM ANY INCIDENT OF SERVICES THAT IS DEMONSTRATED NOT TO CONFORM TO THIS WARRANTY DURING THE APPLICABLE 90-DAY WARRANTY PERIOD, PROPERLY AND AT NO ADDITIONAL CHARGE TO CUSTOMER. SUPPLIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, WHICH IS PROVIDED “AS-IS”. SUPPLIER EXPLICITLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS OF THE EQUIPMENT OR SERVICES FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (I) SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT FAILURE OR LIABILITY WHATSOEVER, UNLESS SUCH FAILURE OR LIABILITY IS PROVEN TO HAVE RESULTED SOLELY FROM SUPPLIER’S NEGLIGENCE, AND (II) FOR ANY COATING SERVICES, CUSTOMER ACKNOWLEDGES AND AGREES THAT SUPPLIER DOES NOT MAKE ANY COATING SYSTEM RECOMMENDATIONS OR SELECTIONS AND SUPPLIER GIVES NO WARRANTIES FOR ANY DEFECTS.

Standard Terms and Conditions (Labor Included)

Inspection. Upon receipt of Equipment, Customer shall inspect its condition and quantity. If the Equipment count is incorrect or if the Equipment received is damaged, Customer shall notify Supplier in writing within 48 hours after receipt. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and shall immediately notify Supplier of any defects or other issues, and Supplier will, as its sole responsibility and as Customer's sole remedy, replace the affected Equipment with Equipment that is in good condition or, at Supplier's option, refund amounts paid by Customer for such Equipment under this Agreement. If the Customer does not inspect and count the Equipment when received, or does not notify Supplier in writing of any condition or quantity concerns within 48 hours after receipt, the Customer is deemed to have accepted the quantity as shown in Supplier's shipping documents as correct and, in addition, Customer is deemed to have accepted that the Equipment is in good, operating condition, and fit for its intended use. Supplier shall not be liable for any damage or other Loss of or to the Equipment that occurs after the time risk of Loss passes to the Customer, as such time is identified in the "Equipment Loss or Damage" Section below.

Limitation of Liability. SUPPLIER SHALL HAVE NO LIABILITY WHATSOEVER, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY) OR ON ANY OTHER LEGAL THEORY, FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, DELAY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE, COST OF REPLACEMENT EQUIPMENT, OR ANY OTHER INDIRECT DAMAGE OR LOSS ARISING FROM OR RELATING TO THE EQUIPMENT, SERVICES, THIS AGREEMENT OR ITS PERFORMANCE OR BREACH, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Notwithstanding anything to the contrary herein, Supplier's maximum liability under this Agreement and the project or order to which this Agreement relates shall not exceed in the aggregate either (i) an amount equal to the total rental or purchase price paid by Customer to Supplier for the Equipment and Services under this specific Agreement during the 12-month period preceding the date on which the first claim (if any) is asserted or (ii) \$2,000,000 USD, whichever is lower. The provisions of this Section shall apply to the fullest extent permitted by law. **This Section shall survive the expiration or any earlier termination of this Agreement.**

Indemnification. EACH PARTY AS INDEMNITOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, PROCEEDINGS, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS), FOR PERSONAL INJURY (INCLUDING DEATH) AND/OR PROPERTY DAMAGE ARISING FROM (i) THIS AGREEMENT, OR (ii) SUPPLIER'S EQUIPMENT OR SERVICES, OR (iii) THE USE OR MISUSE OF SUPPLIER'S EQUIPMENT OR SERVICES, BUT ONLY TO THE PROPORTIONATE EXTENT SUCH CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, PROCEEDINGS, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES OR EXPENSES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF THE INDEMNITOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT. THE INDEMNITOR'S INDEMNITY OBLIGATION ALSO COVERS ALL NECESSARY EXPENSES, REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY THE OTHER PARTY IN THE NON-JUDICIAL OR JUDICIAL ENFORCEMENT OF ANY PART OF THIS INDEMNITY OBLIGATION. AS PART OF THE INDEMNITY OBLIGATIONS IN THIS AGREEMENT, EACH PARTY, ON BEHALF OF ITSELF AND ITS INSURER(S), EXPRESSLY WAIVES ANY IMMUNITY AVAILABLE TO IT UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR APPLICABLE STATE CONSTITUTIONAL PROVISIONS WITH RESPECT TO INJURY TO OR DEATH OF ANY OF ITS EMPLOYEES, BUT ONLY TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THE PURPOSE AND INTENT OF SAID INDEMNITY OBLIGATIONS.

Work Schedule. Unless otherwise agreed in writing by the Parties, Supplier requires reasonable lead time from the date of its receipt of this Agreement prior to Supplier's commencement of its performance. This Agreement contemplates Supplier's personnel working without interruption or interference. Should Supplier be interrupted or delayed during its performance of the Services, the agreed job schedule will be revised accordingly, and additional charges will apply and be paid by Customer. Supplier shall be provided reasonable lead time to implement any agreed-upon change in the scope of work.

Delays/Acceleration. Supplier will only be liable for reasonable actual direct costs incurred by the Customer to the extent caused by inexcusable delays exclusively caused by events within Supplier's reasonable control. In the event of any other delay, suspension or acceleration, whether caused by Customer or otherwise, Supplier will be entitled to a reasonable extension of time for performance and reimbursement of all increased performance costs that it incurs as a result from such acceleration, suspension and/or delay.

Price Adjustment. The original price of this Agreement (the "Agreement Price") is based on the price of fuel (including both gasoline and diesel as well as any other form of energy), freight, steel, materials, equipment, labor, as well as any other service or commodity at the execution date of this Agreement ("Execution Date"). If the price of any commodity, materials, equipment, labor, or service increases between the Execution Date and the commitment of such resources to the project as established by any recognized applicable index, then the Customer shall immediately pay the additional cost with markup to Supplier.

Claims. Any and all claims for losses, damages or backcharges by Customer shall be submitted to Supplier in writing for review within 15 days after the first discovery of a potential claim; claims not made in accordance with this sentence shall be deemed waived. Customer shall have no right to impose or exercise any set-off or offset against Supplier, and Customer shall not attempt to impose or exercise any such set-off or offset.

Storage. If requested or necessary, Customer shall provide Supplier with a jobsite Equipment storage area at no charge.

Hoisting. All hoisting and lifting of material to heights above 10' requires that Customer provide a crane or other means of mechanical lifting; this also includes the provision of a forklift, if necessary. Unreasonable delays in loading or unloading by Supplier due to Customer's delay in providing a crane, forklift or other suitable lifting device will be recorded as stand-by time, and Customer shall reimburse Supplier for such time.

Access to the Work Site. If Supplier will be performing Services at the project site, Supplier shall have complete access to perform its work as outlined in the attached quote or proposal, and Customer agrees to the following: to provide a firm foundation for the scaffold or shoring, as applicable; to provide a sufficient

Standard Terms and Conditions (Labor Included)

storage area for Supplier within a reasonable distance of the work; to maintain traffic patterns in a manner that facilitates Supplier's work sequence, including any lane closures; to permit utilization of a crane as needed, at no cost to Supplier; to obtain permission to tie into the face of the building and the ability to make a sufficient number of ties; to remove any glass, windows, grit or other items which must be removed prior to erection and replace same following dismantling; and to provide barges, boats and personnel for over-water work.

Rented Equipment Inspection. If the Equipment is being rented to Customer, Supplier or its authorized agents have the right (but not the obligation) at any time and from time to time to enter the site where the Equipment is located for purposes of inspecting the Equipment. Customer shall ensure that Supplier or its agents are given full access to conduct such inspections as promptly as possible, and in any event within 24 hours after Supplier requests to conduct an inspection.

Important Safety Guidelines. Customer acknowledges and agrees to strictly adhere to Supplier's safety and operational policies and procedures, including Supplier's Code of Conduct. SPECIFICALLY, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED SUPPLIER'S IMPORTANT SAFETY GUIDELINES FOUND ON SUPPLIER'S WEBSITE AT <https://brandsafway.com/uploads/files/importantsafetyguidelines.pdf>, AND THAT IT MAY ALSO OBTAIN A COPY OF SUCH IMPORTANT SAFETY GUIDELINES BY CONTACTING A SUPPLIER REPRESENTATIVE. Customer agrees to comply with all of these Important Safety Guidelines, and further agrees that any failure by Customer, its employees or agents, or other users of the Equipment to comply with the Important Safety Guidelines shall constitute a material breach of this Agreement by Customer.

Substitution of Equipment. In the event the proposed Equipment is unavailable to support Customer's schedule, Customer agrees that Supplier may substitute Equipment that performs the same function.

Equipment Loss or Damage. Risk of Loss of or to the Equipment shall pass to the Customer (i) in the case when Equipment will be picked up by or for Customer, at the earlier of the scheduled pick-up time at Supplier's facility or the time when the Equipment actually is picked up by or for Customer at Supplier's facility, or (ii) in the case when Equipment is to be delivered to Customer by Supplier, at the time the Equipment leaves a Supplier facility to be transported to a Customer-specified location. If Equipment is sold to Customer, Customer is solely responsible for any Loss of or to the Equipment and normal wear and tear on the Equipment occurring after the time risk of Loss passes to Customer. If Equipment is rented to Customer, the remainder of this Section shall be applicable: Customer shall be responsible to Supplier for any Loss occurring during the Rental Period. Regardless of whether or to what extent the Customer directly caused the Loss, Customer shall promptly pay to Supplier a sum equal to Supplier's then-current list price plus handling charges for any and all Equipment that is subject to the Loss, unless the Loss is proven to have been attributable solely to the negligence of Supplier. For health and safety reasons, damaged rental Equipment must be promptly returned to Supplier by Customer within a mutually agreeable timeframe, and Supplier shall not be obligated to return any such Equipment to Customer, regardless of any replacement costs incurred or paid by Customer pursuant to this Section.

Contaminated Equipment. If Equipment is sold to Customer, Customer shall be solely responsible for any contamination that occurs to the Equipment and for cleaning and decontaminating such Equipment. If Equipment is rented to Customer, the remainder of this Section shall be applicable: Customer shall fully clean and decontaminate, in a manner satisfactory to Supplier, any and all Equipment exposed to materials containing lead, asbestos, radiation or toxic or hazardous substances, or any other materials that may reasonably represent a hazard to human health or the environment or would preclude or limit future use of the Equipment. Within 48 hours after Supplier's request, Customer shall provide to Supplier any and all documentation reasonably required to confirm such cleaning and decontamination has occurred. Should any Equipment be returned to Supplier without being cleaned or decontaminated, the Customer shall, at Supplier's sole option, either (1) clean and decontaminate the Equipment at Customer's sole cost (including any and all transportation costs associated therewith), or (2) reimburse Supplier for any and all reasonable costs incurred by Supplier in connection with cleaning or decontaminating the Equipment or engaging a third party to clean and decontaminate the Equipment. Should any Equipment be incapable of being cleaned or decontaminated to Supplier's satisfaction, Customer shall pay to Supplier an amount equal to Supplier's then-current list price plus any handling charges for any and all such Equipment. **IN ADDITION, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SUPPLIER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, COSTS, LOSSES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND LEGAL COSTS) WHATSOEVER RELATING TO ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY RELATING TO CUSTOMER'S FAILURE TO PROPERLY AND ADEQUATELY CLEAN AND DECONTAMINATE THE EQUIPMENT.** For health and safety reasons, contaminated Equipment that is rented to Customer must be promptly returned to Supplier by Customer, and Supplier shall not be obligated to return any such Equipment to Customer regardless of any cleaning, decontamination, or replacement costs incurred or paid by Customer pursuant to this Section. **The foregoing indemnity set forth in this Section shall survive the expiration or any earlier termination of this Agreement.**

Rental Protection Plan: Supplier shall provide a rental protection plan in connection with all Equipment rentals. The charge for the plan is 7% of scaffold and shoring rentals and 15% of motorized rentals. The plan generally grants a 50% discount on shortages, damages, and cleaning fees that are assessed upon return of Equipment, subject to the terms, conditions, exceptions and exclusions of the "Damage Waiver" attached and incorporated hereto as Addendum A.

Return of Equipment: Except to the extent provided in the Damage Waiver, shortages and damages of and to the Equipment will be billed at Supplier's then-current published list prices. At time of scheduled pick-up, Equipment is to be racked and stacked by Customer; Customer will be required to compensate Supplier for any restacking or additional freight expense incurred by Supplier if Customer fails to do so.

Title to Equipment/Location. If Equipment is sold to Customer, title to the Equipment shall pass to Customer when specified in the project-specific Supplier quote or other Supplier-provided documentation related to this project or order. If Equipment is rented to Customer, the remainder of this Section shall be applicable: title to the Equipment shall remain at all times with Supplier. The Equipment shall not without Supplier's prior written consent be removed from

Standard Terms and Conditions (Labor Included)

the site designated by the Customer in its order and shall not be intermingled with, connected to, or used with any equipment belonging to others. Supplier reserves the right, at any time, to file, give public notice of, or register its ownership interest and/or title in or to the Equipment as may be permitted by law.

Credit and Payment. If requested by Supplier, Customer shall complete and return a credit application. Supplier's obligation to provide Equipment is expressly conditioned upon the approval of Customer's credit by Supplier. Payment term shall be net 30 days from the date of Supplier's invoice to the Customer, unless otherwise agreed upon by the Parties in writing. A monthly service charge equal to the lesser of 1.5% or the maximum amount allowed by applicable law shall be assessed on all past due accounts. Supplier may issue progress billings during the term of the project and those invoices shall be paid by Customer in accordance with the payment terms in this Section. Nothing set forth in this Agreement shall limit Supplier's rights under any bond or lien law. Supplier may recover, and Customer shall be responsible to pay, all costs of collection, including filing and service costs, expert and mediation fees, arbitration, court and litigation out-of-pocket expenses and attorneys' fees, related to Customer's failure to pay within the terms set forth in this Agreement. If Customer elects to pay an invoice using a credit card, where permitted by applicable law, Supplier may add a surcharge that shall not exceed the cost of acceptance of such credit card. The surcharge will not be applied to a debit card. Any price or quotation as set out in or attached to this Agreement is valid for 30 days from the date of Supplier's quote.

Technical Information. Where Supplier has provided to Customer technical data, drawings, information and/or specifications for the use of Supplier Equipment (collectively, "Technical Information"), the following conditions shall apply:

- a. **CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SUPPLIER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND LEGAL COSTS), AND LIABILITIES WHATSOEVER RELATING TO ANY PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) ARISING OUT OF OR IN ANY WAY RELATING TO DEVIATION IN WHOLE OR PART FROM SUCH TECHNICAL INFORMATION.**
- b. All Technical Information shall remain the property of Supplier and may not be used on any other project of any kind or nature without the express, prior written consent of Supplier.
- c. Assembly drawings will be charged out at \$75.00 USD per hour.
- d. All notes, note sheets, specifications, and other information provided with Supplier's drawings shall become part of this Agreement.

Use and Maintenance of Equipment. Customer expressly agrees that it shall erect, dismantle, possess, modify, operate, maintain, and use the Equipment in a safe and proper manner that is consistent with any and all applicable federal, state, provincial and local statutes, regulations, rules, codes and ordinances and accepted industry practices, including any instructions or Technical Information provided to Customer by Supplier. Customer agrees that its use of the Equipment shall represent its acknowledgement that the Equipment was in good condition and repair at the time of delivery. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and shall immediately notify Supplier in writing of any defects or other issues with respect to the Equipment's condition. Customer shall at all times and at its own expense maintain the Equipment in good working condition. Any modification or relocation of scaffolding or other Equipment or its components by the Customer or by the contractor or any subcontractor using the Equipment shall be done solely at the Customer's risk and expense and shall at all times be done in compliance with and according to any and all applicable federal, state, and provincial occupational safety and health laws, rules, and regulations, in addition to applicable city, county and local codes. The Equipment shall only be used for the purposes for which it was designed. **IT IS UNDERSTOOD AND AGREED THAT SCAFFOLDS AND OTHER EQUIPMENT PROVIDED HEREUNDER MUST BE USED PROPERLY IN ACCORDANCE WITH THIS AGREEMENT, AND THAT CUSTOMER MUST AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SUPPLIER FROM ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND LEGAL COSTS), AND LIABILITIES WHATSOEVER RELATING TO ANY PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) ARISING OUT OF OR IN ANY WAY RELATING TO DEVIATION FROM SUCH PROPER USE.** Customer represents, warrants, and confirms that the Equipment will be used only for business or commercial purposes, and not for personal, family or household purposes. **The indemnity set forth in this Section shall survive the expiration or any earlier termination of this Agreement.**

Training, Operation and Maintenance. Except if and to the extent Supplier is required to provide training services under the Agreement, Customer shall be fully responsible for any and all training of users of the Equipment. Customer agrees that it will not allow the use of the Equipment by any person unless and until that person has been adequately and properly trained. Customer also acknowledges its responsibility to operate and maintain the Equipment in accordance with the Operations Manual and all applicable laws, codes, and regulations. In addition, if Equipment is rented to Customer, Customer shall be fully responsible for any and all maintenance required on the Equipment during the Rental Period, except for the particular maintenance requirements by Supplier (if any) as set forth in the maintenance materials provided to the Customer by Supplier. Customer shall maintain adequate maintenance records as required by applicable law.

Conduct. The Parties acknowledge and agree that they are familiar with, are in compliance with, and will continue to comply strictly with all applicable anti-corruption laws, which may include the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or other applicable anti-bribery and anti-corruption laws and regulations promulgated under the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (collectively, the "ABC Laws"). The Parties agree to comply in all respect with applicable ABC Laws and agree not to engage in or support any occurrence of bribery or other corrupt practices. The Parties certify that they have not and will not authorize, promise, offer or give anything of value, directly or indirectly, to any person or entity—private or public, and including but not limited to, any government official—for the purpose of obtaining or retaining an improper business advantage or improperly directing business to any person or entity on either Party's behalf.

Enclosures. If Supplier provides Equipment related to the enclosure of scaffolding, then Customer acknowledges and agrees that the Equipment provided by Supplier for purposes of enclosing scaffolding is designed and intended to detach under certain weather conditions and that the Equipment (including the scaffolding) may be damaged or destroyed as a result of such detachment. Customer shall be responsible for any and all costs, damages, expenses (including

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maintenance expenses), and liabilities relating to such enclosure Equipment, including any and all costs and damages associated with or arising from the replacement thereof or Customer's failure to detach such enclosure Equipment when appropriate or otherwise required by certain weather conditions. In addition, **CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SUPPLIER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND LEGAL COSTS), AND LIABILITIES WHATSOEVER RELATING TO ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY RELATING TO (i) THE ENCLOSURE EQUIPMENT (INCLUDING WITHOUT LIMITATION ANY INJURIES OR DAMAGES CAUSED BY THE DETACHMENT OF SUCH ENCLOSURE EQUIPMENT), OR (ii) ANY ENCLOSURE-RELATED SERVICES PROVIDED BY ANYONE OTHER THAN SUPPLIER.**

Rental Rate. If Equipment is rented to Customer, then unless otherwise agreed by the Parties in writing, the Equipment is rented initially for a Rental Period of a 28-day cycle and on a per day basis thereafter. Customer shall be billed for the Rental Period based upon rates set forth in this Agreement, as may be adjusted in accordance herewith, plus any and all applicable federal, state, provincial and local taxes, and fees. A credit will be issued upon Customer furnishing satisfactory evidence of tax-exempt status, if applicable.

Incident Notification. Customer shall notify Supplier immediately of any incident or accident that involves (or potentially involves), directly or indirectly, any of the Equipment and that results (or may result) in death, personal injury, Loss, property damage or an event that otherwise triggers (or may trigger) Customer's indemnity obligations set forth herein. Customer shall at all times fully cooperate with Supplier to limit the extent of any Losses or damages resulting from such an incident or accident. Customer shall also cooperate fully with Supplier during Supplier's investigation, testing or analysis of any such incident or accident, and understands that time is of the essence after an incident/accident to promptly investigate, isolate and protect the physical evidence (including the taking of photographs and other measures to prevent the spoliation of physical evidence). Customer is deemed to have knowledge of the incident or accident from the time that the Customer or any of its employees, agents, representatives, contractors, subcontractors, suppliers, vendors, or other parties who report to the Customer, learn of the incident or accident. Customer shall also notify Supplier of any inspection/investigation by OSHA, MSHA, EPA, OH&S or other similar enforcement agency regarding the Equipment or a work site where the Equipment is located.

Force Majeure. Supplier shall not be responsible for any failure of or defect in Equipment or any delay by Supplier in commencing or performing Services, providing Equipment or picking up rental Equipment if and to the extent such failure, defect or delay was caused by any act of God, act of Customer or third parties, fire, flood, windstorm, severe weather, accident, war, act of terrorism, riot, civil unrest, epidemic, pandemic, public health emergency, governmental order or requirement, or any other event or occurrence beyond Supplier's reasonable control and without its fault or negligence. In the event of any delay due to such an event or occurrence, Supplier shall have an absolute right to an extension of time to perform its duties, with the length of such extension to be no shorter than the time by which Supplier was delayed by the event or occurrence. Rental charges for rented Equipment shall not be excused or abated by the occurrence of any force majeure event; rental charges shall be due and payable for the entire Rental Period, whether or not Customer is prevented from using the Equipment by a force majeure event.

Information Supplied by Others. Supplier is entitled to rely upon information supplied by or through Customer. Customer represents and warrants that the information it supplies to Supplier is accurate, complete, and appropriate for the project and Supplier's scope of work. **CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SUPPLIER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND LEGAL COSTS), AND LIABILITIES, WHATSOEVER RELATING TO ANY PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH) ARISING OUT OF OR IN ANY WAY RELATING TO ANY ERROR, INACCURACY OR DEFECT IN THE INFORMATION SUPPLIED BY CUSTOMER OR ON CUSTOMER'S BEHALF TO SUPPLIER. The foregoing indemnity in this Section shall survive the expiration or any earlier termination of this Agreement.**

Default and Termination. Customer shall be in default of its obligations under this Agreement if any of the following occur: (1) Customer fails to pay Supplier as and when agreed; (2) Customer fails to procure or maintain any required insurance coverage; (3) Customer becomes insolvent or any proceeding in bankruptcy or receivership is commenced by or against Customer as debtor; (4) a termination or liquidation of Customer's business occurs; or (5) Customer is in breach of any terms or conditions of this Agreement. In the event of any default by Customer, Supplier shall have the right to stop performance on the project, remove any Equipment, terminate this Agreement, and/or seek any other remedies available to Supplier under this Agreement or at law or in equity. Customer shall bear and be liable for all damages, costs and expenses (including without limitation reasonable attorneys' fees and legal costs) incurred by Supplier as a result of Customer's default. In the event this Agreement is terminated for any reasons other than a default by Supplier, Customer shall compensate Supplier for (i) all Services performed and Equipment supplied or rented prior to the effective date of such termination, (ii) all reimbursable expenses incurred by Supplier, and (iii) all costs and damages attributable to such termination, including without limitation the costs attributable to Supplier's termination of any subcontractor and consultant agreements, demobilization costs and the profit on the Services and/or Equipment which have not yet been performed and/or provided or rented.

Confidentiality. Customer shall not disclose any Confidential Information to third parties, except with the prior written consent of Supplier or as required by applicable law, with reasonable prior written notice to Supplier. Customer shall protect Supplier's Confidential Information as confidential and proprietary (and at a minimum Customer shall employ the same safeguards to protect the Confidential Information as it would utilize to protect its own confidential information, but not less than reasonable safeguards). Customer shall use the Confidential Information only for purposes of performing the Agreement. Upon Supplier's request or within 14 days after expiration or earlier termination of this Agreement, Customer will return or destroy (as instructed by Supplier) all Confidential Information and all copies thereof in any media, unless Customer is required to retain such material under applicable laws. Customer further agrees that nothing in this Agreement limits or negates any statutory or common law rights, including those related to trade secrets, where such rights provide Supplier with broader protection of its Confidential Information. Each of Customer's agents and employees shall comply with the confidentiality restrictions set forth herein, and Customer shall indemnify, defend, and hold harmless Supplier from and against any and all damages, liabilities, losses, costs, and expenses (including reasonable



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attorneys' fees and legal costs) incurred by Supplier as a result of unauthorized disclosure or use of Confidential Information by Customer or Customer's agents or employees. **This Section shall survive the expiration and any earlier termination of this Agreement.**

Promotional Materials. Customer authorizes Supplier to use Customer's name, logo and/or trademark without notice to or consent by Customer in connection with certain promotional materials that Supplier may disseminate to the public. The promotional materials may include, but are not limited to, brochures, video tapes, internet websites, press releases, advertisements in newspapers and/or other periodicals, and any other materials relating to any Services provided by Supplier to Customer, including, but not limited to, any existing or completed project, and such materials may be developed, disseminated and used without Customer's review; provided, however, that such advertising, promotion or similar public disclosures shall not indicate that Customer in any way endorses any Supplier products without prior written permission from Customer. Nothing herein obligates Supplier to use Customer's name, logo and/or trademark, in any promotional materials.

Notice. Any notice required or permitted to be given hereunder will be in writing and will be delivered by either of the following means with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; (c) by certified or registered mail, return receipt requested, upon verification of receipt; or (d) by electronic mail transmission, upon confirmed email transmission. Notice will be sent to the physical or electronic address of the Party as listed in this Agreement or any other address communicated in writing by such Party to the other. To the extent notice is sent to Supplier via email, a copy must also be sent to legalnotice@brandsafway.com.

Dispute Resolution. If any dispute, claim, or question shall arise out of or related to this Agreement, including, but not limited to, any party's rights, obligations, or interpretations (a "Dispute"), the parties shall in good faith attempt to resolve such Dispute promptly and in an amicable manner under the informal dispute resolution procedure as set forth in this section prior to taking any formal legal action. Any party claiming a Dispute must notify the other party in writing of the Dispute, including the nature and basis of the Dispute, within 15 business days of when the notifying party knew or reasonably should have known of the occurrence(s) giving rise to the Dispute. Within 10 business days after the other party receives written notice of the Dispute, both parties will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the party representatives. Upon agreement, the party representatives may use other alternative dispute resolution procedures, including mediation, to assist in the negotiations. If the designated party representatives are unable to resolve any such Dispute within 10 business days of meeting, each party may take whatever steps are necessary to protect its interests as provided in these Standard Terms and Conditions.

Venue and Governing Law. This Agreement, and its negotiation, execution, performance and enforcement, shall be governed by and construed under the substantive and procedural laws of the state in which the associated project is located, without regard to that state's conflict of laws principles. The venue for any cause of action arising out of this Agreement shall be the courts (either federal or state) of the state in which the project is located.

Assignment. Customer shall not assign this Agreement to any third party without Supplier's prior written consent.

Compliance with Laws. Customer agrees to comply with all applicable laws, rules, and regulations ("Laws"), **AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SUPPLIER FOR THE CUSTOMER'S FAILURE TO COMPLY WITH ANY SUCH LAWS.** The foregoing indemnity in this Section shall survive the expiration or any earlier termination of this Agreement.

Minimum Insurance Requirements.

(a) At all times while performing work on the project or otherwise using the Equipment, Customer shall at its sole cost maintain insurance of the following types in amounts not less than:

- (1) Workers' Compensation: Statutory amount;
- (2) Employer's Liability: minimum limit of \$1,000,000 USD per accident;
- (3) General Liability Insurance, including contractual liability, products, and completed operations: \$1,000,000 USD per occurrence and \$2,000,000 USD annual aggregate;
- (4) Automobile Liability Insurance: combined single limit of \$1,000,000 USD per accident; and
- (5) Excess Liability Insurance combined single limit for Bodily Injury and Property Damage of not less than \$5,000,000 USD per occurrence.

In addition, if Equipment is rented to Customer, Customer shall at its cost maintain property insurance covering all risks of loss of or damage to such Equipment from any cause whatsoever, including, without limitation, fire, destruction and theft, in an amount not less than the replacement cost value of such Equipment. Such property insurance must be in full force and effect throughout the Rental Period, and the policy must be endorsed to name Supplier as "loss payee" under said insurance.

(b) All insurance policies required herein shall:

- (1) Name Supplier, its directors, officers, employees, affiliates, and agents as additional insureds to the greatest extent allowed by law (except for items (a)(1) and (2) above) on a broad form endorsement with coverage no less broad than ISO forms CG 2010 0413 and CG 2037 0413 such coverage being equivalent to Customer's indemnity obligations listed herein. A current certificate of insurance must be provided by Customer to Supplier indicating the above coverages prior to the commencement of the work. Supplier shall have no duty to review said certificate, and any failure of Supplier to notify Customer of its non-compliance with this Section or any other provision contained in these requirements shall not act as a waiver of any right by Supplier;

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- (2) Contain an endorsement stipulating that Customer's policies are primary to and not contributory with any other policies affording coverage to Supplier and all other additional insureds, including any self-insurance retention or deductible maintained by the Supplier;
- (3) Provide that no policy shall be materially changed, amended or canceled except after 30 days' prior written notice to Supplier; and
- (4) To the maximum extent permitted by law, be endorsed to waive all rights of subrogation against Supplier, its directors, officers, employees, affiliates and agents. The waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

Abatement. Notwithstanding anything to the contrary in this Agreement or in any other communications between the Parties, if the Supplier is providing abatement Services, Supplier's abatement Services shall end with Supplier appropriately containing the pre-existing hazardous wastes contemplated by this Agreement, which may include lead, asbestos, and/or other wastes ("Waste") and placing such contained Waste in an aggregation location supplied by the Customer. Thereafter, transportation and disposal of the Waste will be the responsibility of its owner or the Customer, who shall sign all manifests as "generator", as that term is defined and understood under any applicable laws. For the sake of clarity, the Supplier shall not transport or dispose of any Waste, nor sign any manifest for the transportation or disposal of any Waste as a generator or co-generator or otherwise howsoever. Ownership of and title to all Waste shall at all times and for all purposes remain with its owner or the Customer, and Supplier shall be deemed never to have had ownership of or title to any Waste. **CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SUPPLIER FROM AND AGAINST ALL CLAIMS, LIABILITIES (INCLUDING BUT NOT LIMITED TO PENALTIES), LOSSES AND EXPENSES ARISING OUT OF OR RELATING TO THE OWNERSHIP, GENERATION, TRANSPORTATION, EXPOSURE TO AND/OR DISPOSAL OF WASTE. The foregoing indemnity in this Section shall survive the expiration or any earlier termination of this Agreement.**

Entire Agreement. This Agreement represents the entire understanding and agreement of the Supplier and Customer and may be modified only by a separate written agreement executed by both parties. This Agreement supersedes and cancels any and all prior or contemporaneous agreements, conversations, proposals, negotiations, understandings and contracts, whether written or oral, between Supplier and Customer, express or implied, relating to the project.

Miscellaneous. In the event any term, provision or condition of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity, legality, or enforceability of the remainder of this Agreement. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns; there are no third-party beneficiaries of this Agreement, except for the officers, directors, employees, agents, affiliates, and insurers of Supplier who, along with Supplier, are the intended beneficiaries of the indemnification and insurance provisions of this Agreement. Upon the other Party's request, each Party agrees to execute such further documents as may be necessary to carry out the intent of this Agreement. This Agreement has been reviewed and approved by the Parties and their respective legal counsel. This Agreement shall not be construed against the Party preparing it but shall be construed as if both parties jointly prepared this Agreement.

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ADDENDUM A DAMAGES WAIVER

Upon entering into the Agreement between the Supplier and the Customer, the following additional terms and conditions shall apply. This Damages Waiver is not an insurance.

In consideration of this Damages Waiver, Customer agrees to pay an additional, non-refundable charge of (a) 7% of the total scaffold and shoring rental amount owing under the Agreement, and (b) 15% of the total motorized rental amount owing under the Agreement.

What this Damages Waiver covers:

All damage during the Rental Period while Equipment is used under normal working conditions by a qualified operator.

What this Damages Waiver does not cover:

The Customer shall remain liable for any all Loss or damage of or to (a) any tire, tube or tracks under any circumstances, any propane tank or other accessories, the costs incurred by the Supplier associated with any cleaning time of the Equipment exceeding 2 hours, Equipment that is sub-leased, and power cables, hoses, fittings and flexible ducts, and (b) Equipment resulting from the following occurrences:

- Use of Equipment for a purpose with which it is not designed.
- Breach of the Agreement.
- Mysterious disappearance, theft, vandalism, mischief, conversion, or any intentional misconduct.
- The use or operation of the Equipment in violation of any law, rule, legislation, statute, regulation, code, or any other legal authority.
- Use of the Equipment by an unqualified operator.
- Lack of lubrication or other normal servicing of the Equipment as specified in the Equipment's daily check label.
- Damage to motors, or other electrical appliances or devices resulting from artificial currents.
- Overloading, exceeding weight capacities, misuse, abuse (reckless or abusive manner), neglect, negligent operation, damage resulting from striking objects (overhead or otherwise) or from improper transport, or any intentional misconduct, whether by the Customer or anyone with the Customer's permission or anyone for whom the Customer is responsible by law, including without limitation its employees, representative and agents.
- Failure to follow any instruction or operator's manual and/or any training provided to the Customer by the Supplier with respect to the Equipment.
- The Customer's failure to properly secure the Equipment by making access to the Equipment readily available to any unauthorized operator or otherwise not reasonably restricting access to the Equipment.
- Damage caused by Equipment to other property or persons.
- Wind.
- Failure of the Customer to take reasonable precautions to protect Equipment against fire.
- Mechanical breakdown.
- Use of Equipment under the influence of alcohol or drugs.
- Transportation (whether or not lawful) of the Equipment.
- Use of the Equipment in demolition activities.
- Sinking of the Equipment into mud or water.
- Any exposure to radioactive contamination or other hazardous materials.
- Change in ambient conditions (e.g., freezing), site mechanical failures, or site electrical failures (e.g., insufficient supply power).

Damages Waiver deductible/limit of liability:

The Supplier agrees to limit, to the extent specified herein, the Customer's responsibility to the Supplier for damage to the Equipment to 50% of the actual damage caused. If the Equipment is damaged beyond repair, the Customer will be responsible for 50% of the Equipment replacement cost.

CERTIFICATE OF INSURANCE CHECKLIST

Project/Job Name: _____

Company: _____

Please check **one** of the following three boxes detailing the type of contract governing this work:

- This work will be governed by my company contract, purchase order, work release, etc.
- This work will be governed by a BrandSafway Quote/Proposal. We will not be issuing a company contract.
- This work will be governed by a BrandSafway Quote/Proposal. We are issuing a PO for billing purposes only. The terms and conditions of the BrandSafway Quote/Proposal are controlling.

Please check **one** of the following three boxes detailing what insurance requirements you have for this work:

- We are including insurance requirements for this work (e.g. specific coverage amounts or names of additional insured entities)
- There are no insurance requirements for this work. Please provide your standard certificate of insurance.
- We are not requesting a certificate of insurance.

BY EXECUTING BELOW, YOU ARE AFFIRMING YOUR SELECTION IS HEREIN BINDING AND FINAL

Signature: _____

Date: _____

Print Name: _____

Title: _____