

Please fill out the credit application below and fax to (253) 383-1105.

BESCO
COMMERCIAL CREDIT APPLICATION

Date: _____

Name _____ D-U-N-S No: _____

Address _____ Billing Address
if Different _____

City _____ State _____ Zip _____ Zip _____

Phone No. _____ Years at _____ Personal
Address _____ Contact _____

Is Applicant Partnership Corporation Years in
An Individual _____ Business _____

Type of Business _____ Contr Lic # _____

Bonding Co. _____ Address _____

Ever Bankrupt? Yes No If Yes, When? _____

Principal Name(s) _____ Title _____

Address _____ Phone _____

Credit References:

(1) _____ Phone _____

(2) _____ Phone _____

(3) _____ Phone _____

Bank _____ Contact _____ Phone _____

Acct No _____ Years _____

Credit Amount Requested \$ _____ **Please note our terms are strictly Net 10 days**

APPLICANT ACKNOWLEDGES RECEIPT OF AND AGREES THAT THE STANDARD TERMS AND CONDITIONS OF BERG EQUIPMENT & SCAFFOLDING CO., INC. SHALL APPLY TO ALL TRANSACTIONS BETWEEN THE PARTIES, AND AGREES TO BE BOUND THEREBY.

PERMISSION IS HEREBY GRANTED TO MAKE INQUIRIES OF ABOVE REFERENCES AND OF OTHERS.

APPLICANT'S SIGNATURE _____ Title _____

Checked _____ Approved _____ Credit
By _____ by _____ Date _____ Limit _____

TERMS AND CONDITIONS

Acceptance of this proposal by Lessor shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Lessor's terms and conditions in addition or different from his proposal are objected to and shall have no effect. Lessor's agreement herewith shall be evidenced by Lessor's signature hereon or by permitting Lessee to deliver to and/or commence work for project.

(1.) Lessee acknowledges receipt of all the equipment in good working condition and repair and declares that he has examined the equipment and that he has received all such equipment free from defects therein.

(2.) Lessee agrees to erect and/or operate, maintain and use said equipment in a safe and proper manner for which said equipment was intended and in conformity with all laws and ordinances pertaining thereto and in accordance with the Lessor's safety rules and regulations. The Lessee shall at all times and at his own expense keep the leased equipment in good, safe and efficient working order, repair and condition and shall not permit anyone to injure, deface or remove any part thereof.

(3.) Lessee shall prepare all work areas so as to be acceptable for Lessor. Lessee shall furnish all temporary site facilities including suitable staging area, hoisting, temporary water and electrical at no cost to Lessor. Lessor will not be called upon to perform any work until sufficient areas are ready to insure continued work.

(4.) Lessor is not manufacturer of equipment nor agent of manufacturer and no warranty against patent or latent defects in materials, workmanship or capacity is given. Lessor makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. All equipment is in as-is condition. There is no warranty or representation that the rented equipment is fit for Lessee's particular intended use, or that it is free of latent defects.

(5.) LESSOR SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY AND IN NO EVENT SHALL LESSOR BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL OR COMMERCIAL DAMAGES OR ANY OTHER DAMAGES EXCEPT AS STATED HEREIN. OUR LIABILITY SHALL IN NO EVENT EXCEED THE RENTAL CHARGES FOR THE EQUIPMENT LEASE. WHETHER LIABILITY RESULTS FROM BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER CAUSE WHATSOEVER.

(6.) The said equipment shall at all times remain and be the sole and exclusive property of the Lessor and the Lessee shall have only the right to use it under the conditions herein contained. None of the said equipment shall be sublet by the Lessee, nor shall Lessee assign or transfer any interest in this lease without the written consent of the Lessor. The equipment will not be removed from said premises of the job address shown on the reverse side hereof. The Lessor shall have the right at any time to enter upon the premises where said property is being used for the purpose of inspecting the same and determining the nature and extent of it use.

(7.) All rates and prices quoted are for the net amount and are F.O.B. Lessor's yard. Additional charges will be made for delivery, freight and any other costs unless herein otherwise stated. All rentals are payable in advance unless an account has been granted by the Lessor and approved credit or except as herein otherwise provided. All sums not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is greater, and all costs of collection, including reasonable attorney's fees, shall be paid by Lessee.

(8.) Nothing in this agreement shall serve to void Lessor's right to file a lien or claim on its behalf in the event that any payment to Lessor is not timely made.

(9.) The use of purchase order or other document numbers on this lease agreement is for the Lessee's convenience and identification only. Lessee agrees that this contract constitutes the sole agreement between the Lessor and the Lessee and supersedes any other provisions whether sent or received prior to or subsequent to this contract. Absence of any reference numbers shall not constitute grounds for non-payment or rental charges when Lessee has enjoyed or had the right to enjoy the rental equipment and services.

(10.) Lessee shall purchase and maintain public liability insurance and all risk insurance in an amount satisfactory to Lessor, and upon the full value of the entire work and/or materials delivered to the jobsite, which insurance shall include Lessor as an additional named insured.

(11.) This agreement is for the furnish of, and/or for the erection and dismantling of, the above-described scaffolding and other equipment only and does not include any maintenance. The maintenance thereof, both for structural integrity and for safety shall be the sole responsibility of the Lessee. The Lessee hereby agrees to assume full responsibility for its use and for the maintenance of the equipment, and for any liability arising out of its use and/or because of the maintenance or the lack thereof.

(12.) At the termination of this agreement, the Lessee agrees to promptly return the rented property and all its parts and attachments to the Lessor's place of business in as-good condition as when received by Lessee, reasonable use excepted. It is agreed that the charges made for the rental of this equipment are for ordinary wear and tear only and that any loss or shortage of, or damage to the leased property shall be paid for by the Lessee at no less than the manufacturer's current list price. Lessee also agrees that equipment returned with paint, plaster or foreign matter on it will be subject to a cleaning charge as not reasonable use, at the Lessor's current listed charge.

(13.) The failure by the Lessor at any one or more times to insist upon strict performance by the Lessee of the conditions and/or terms of this agreement shall not be construed as a waiver of Lessor's right to demand strict compliance.

(14.) Time is expressly made the essence of this lease. Should Lessee fail to keep and perform any provision hereof to be kept and performed by it within the time and in the manner herein specified, the Lessor may, at its option, immediately terminate this lease and enter into and upon the premises where said property may be found and take possession thereof and recover all rentals due and expenses incurred in repossessing and delivering said property to the office of the Lessor at its place of business including reasonable attorney's fees, and also all damages and expenses suffered or incurred by the Lessor by reason of said breach. Failure of the Lessee to return rented property may result in a criminal prosecution in accordance with state law RCW.45.060.

INITIAL: _____