



120 years of reaching new heights

CREDIT APPLICATION FOR

Marr Scaffolding Company Daniel Marr & Son Company
Marr Equipment Corporation Isaac Blair & Co., Inc.
Marr Rigging Company, Inc.

One D Street, South Boston MA 02127
Ph: 617.269.7200 Fx: 617.2698604
www.marrcompanies.com

THIS APPLICATION MUST BE FILLED OUT COMPLETELY AND SIGNED PRIOR TO APPROVAL

A. Company Name
Contact Name (regarding sales and billings, etc.)
Street Address\*
City State Zip Code P. O. Box
Phone # Fax #

\*No account will be opened without a street address.

B. Type of Business ( ) Sole Proprietor ( ) Partnership ( ) Corporation Years In Business

C. Names & Titles of Other Principles in Partnership or Officers in Corporation with Addresses and Social Security Numbers:

D. Bank References:
Bank Name and Address Acct. #
Bank Name and Address Acct. #

E. Are Purchase Orders Required? ( ) Yes ( ) No Contact Person

F. Trade References (Please indicate one equipment rental trade reference if possible.)
Name Acct. # Address City & State Phone #
1.
2.
3.

G. Bonding Company (Name and Address)

— For Credit Card Payments, ask for our Credit Card Authorization Form —

H. Highest Credit Desired

Marr must be provided with a copy of your tax exemption certificate for each exempt job, otherwise you will be charged for sales tax.

I understand and agree to the following credit terms: Invoice amounts are due and payable 30 days from the date of invoice (net 30 days). Past due balances are subject to a 1.5% late charge (18% per annum). Also, I have read and agree to the terms and conditions on the reverse side of this application which are incorporated herein.

Signed Title

Further, I personally accept full responsibility for all sums due, and agree to the terms and conditions of invoices incurred by the above named account.

Signature of Principal Owner

This signed application serves as authorization for MARR COMPANIES to obtain credit information on the above named account.

Date Applied

## TERMS AND CONDITIONS

1. Whenever referenced herein the term "Marr" shall refer to Marr Scaffolding, Marr Equipment, Marr Rigging, Isaac Blair, Daniel Marr & Sons Co., Inc. its affiliates and subsidiaries and "Customer" shall refer to the party conducting business with Marr. The term "Equipment" or "Goods" shall collectively refer to the sale, rental, repair and/or service of item(s) as specified hereon.
2. This agreement shall become binding upon the approval and acceptance by Marr at its home office. Notice of such acceptance is waived by Customer. Acceptance of Customer's order is expressly limited to and conditioned upon Customer's assent to all of the terms and conditions listed herein. Customer's execution and/or acceptance of delivery of any part of any goods to be delivered hereunder shall constitute Customer's acceptance of all the terms and conditions contained herein, to the exclusion of any and all terms and conditions otherwise stated by Customer or that may be contained in Customer's purchase documents or correspondence. No right of Action under this agreement may be waived except by express written instruments signed by a duly authorized officer of Marr. No representation or agreements modifying or supplementing any of these terms shall be valid unless in writing, signed by a person duly authorized to sign agreements on behalf of each party. In the event Goods listed hereon are not readily available in stock, acceptance shall also be subject to the manufacturer's acceptance of Marr's order. This order is not transferable or assignable without Marr's written consent. All claims of shortages must be made by Customer in writing within 10 days after receipt of shipment by Customer. Any failure of performance by Marr hereunder which is due to causes beyond Marr's control, including but not limited to acts of civil or military authority, national emergencies, labor difficulties, fire, flood, and other catastrophes, acts of God, quarantine, insurrection, war, riots, failure of transportation and delays of suppliers shall not be deemed to be a default by Marr.
3. Rentals are f.o.b. branch office designated herein unless otherwise specified. Delivery of Goods by Marr to carrier constitutes delivery to Customer. Customer assumes all responsibility of loss or damage to Goods from any cause whatsoever after delivery by Marr to carrier, f.o.b. point of shipment. Marr will in no event have any obligation or liability to Customer or any party claiming by or through Customer for damages as a result of supply, repairing or use of Goods or Equipment, or the furnishing of services hereunder. Transportation, rigging and drayage charges for all Goods and Equipment shall be borne by Customer. In the event manufacturer's applicable price increases prior to delivery to Customer, the price of undelivered units hereunder shall be increased to reflect Marr's price at time of delivery of the undelivered Goods to Customer. All prices specified hereon do not include any federal, state or local taxes which may be assessed or levied against Marr on the Equipment, Goods or services ordered by Customer. All such taxes shall be paid by Customer upon presentation of invoice by Marr and Customer agrees to reimburse any such taxes that may have been paid by Marr.
4. Marr shall retain title to and reserve a security interest in all the Goods and Equipment, the proceeds thereof (the term, "proceeds" being included herein solely to protect Marr against Customer's unauthorized disposition of the Goods or Equipment and is used without authorizing the sale or transfer of any Goods or Equipment by Customer without Marr's specific written consent), and all accretions, additions, accessories, replacements and substitutes hereto or therefore in order to secure Customer's payments. Customer will join Marr in executing one or more financing statements or other documents in a form satisfactory to Marr and Customer agrees to do and hereby appoints Marr its attorney in fact to do at Customer's expense all acts which Marr may deem necessary or desirable to protect and continue to perfect the security interest contemplated herein. In case of any breach of this agreement by Customer or if Marr deems itself insecure, Marr may enter the premises where Equipment is located and render it inoperative or remove same with or without process of law, without notice or liability to Customer, and may terminate this agreement without prejudice to any remedies or claims which Marr might otherwise have for payment for Equipment, Goods, services, arrears of rent, expense of retaking, court costs, collection agency fees, and reasonable Attorney's fees and, in addition, a sum equal to the balance of the rent and other payments called for hereunder for the remainder of the original or extended terms as the case may be as liquidated damages and not as a penalty. Customer shall remain liable for the Equipment and for any loss or injury to the Equipment until actual return to Marr or its agent, notwithstanding any termination of this agreement. Marr shall not be liable for delays in delivery or pickup nor shall Customer be excused from performance or liability hereunder due to such delays.
5. All invoices are net 30 days unless otherwise stated. Should Customer fail to pay any invoice to Marr in accordance with its terms, Customer shall pay to Marr interest at the rate of 1.5% per month on such delinquent payments until paid or at the maximum rate allowable by the laws in the jurisdiction in which Customer's principal place of business is located. Any provision herein or part thereof that may be declared invalid by any court of competent jurisdiction shall fail by itself only in that jurisdiction and shall in no way be interpreted to invalidate any of the remaining provision(s) of this agreement, which shall remain in full force and effect. Should a claim be placed with a collection agency or with an Attorney for collection, or in the event of any other litigation, the prevailing party shall be entitled to recover reasonable fees and costs. This includes Non Sufficient Fund fees from a Bank.
6. Customer shall be responsible and shall pay Marr on demand all rental, time, mileage, service, minimum delivery, pickup and all other charges, including cost of fuel supplied by Marr in accordance with this agreement together with any and all expenses incurred by Marr including reasonable fees, if necessary to collect the same. On non-vehicle Equipment, double shift use (16 hours per day) will be charged at 1<sup>1</sup>/<sub>2</sub> times and triple shift use (24 hours per day) at twice normal rate. Marr shall have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which Equipment is employed. Marr shall have a lien and all rights afforded it for service, labor, and storage, as available under the laws of applicable jurisdiction.
7. Equipment shall be used solely in Customer's business and kept at its place of business or job site stated hereon; and shall not be removed without Marr's prior written consent. Equipment shall be used only within its rated capacity by safe, careful and competent personnel. Customer shall notify Marr immediately of any accidents or occurrence, disablement or failure involving Equipment and promptly furnish Marr in writing all information and assistance required in connection therewith. Equipment shall not be used, operated or driven a) to carry persons other than driver and helpers, b) to transport property for hire, unless all permits and licenses have been obtained by Customer, c) in violation of any law or ordinance, d) by a violation of a law as to age, e) in any speed contest, f) by any person other than 1) Customer, 2) Qualified Licensed Driver, 3) Customer's employer, 4) an employee of Customer in the course of such employee's regular employment.
8. Customer shall perform all normal and periodic basic service, adjustments and lubrication of Equipment including but not limited to checking of Equipment before each shift, check-in and maintaining crankcase, transmission and cooling systems on a daily basis, checking tire pressures and battery fluid and charge levels on a weekly basis. If the Equipment fails to operate properly Customer shall immediately cease using same and notify Marr.
9. With respect to Goods and Equipment, all loss and damage thereto and any part thereof from any cause whatsoever including but not limited to fire, theft, comprehensive losses, collision and upset, acts of God or the public enemy shall be the sole responsibility of Customer and shall be paid to Marr promptly upon receipt of invoice, except for Equipment as to which Customer elects to pay a fee for a damage waiver. Customer shall be obligated to secure and maintain in force insurance satisfactory to Marr for the benefit of Marr against all of the foregoing risks, and public liability. With respect to Equipment, Customer shall at its expense during the terms hereof maintain in force a policy of public liability and property damage insurance with bodily injury and death liability of \$50,000 for each person in each accident, \$1,000,000 limits for all persons in each accident and property damage liability limits of \$100,000 on a primary and not excess or contributory basis against this liability for damages sustained by any person including but not limited to employees of Customer as the result of the maintenance, use, operation, storage, erection, dismantling, service or transportation of said Equipment. Customer shall on demand furnish Marr with a certificate of such insurance which may not be cancelled or materially modified except on 20 days prior written notice to Marr and subject to approval by Marr. Marr's acquiescence in Customer's certificate(s) of insurance shall not constitute a waiver of any of Customer's insurance obligations. Customer agrees to abide to the provisions of said policy and make a written report to Marr and the insurance carrier as soon as practical after any accident or occurrence involving such Equipment.
10. Customer shall at its own expense comply with all state, federal and local laws and regulations affecting the Equipment and its use, operation, erection, design, transportation including licensing and building code requirements, and agrees to defend, indemnify and hold Marr harmless from all loss, liability or expense resulting from actual or asserted violations of any such laws, requirements or regulations.
11. Customer shall not be deemed an agent or employee of Marr for any purpose whatsoever. Customer shall not suffer any liens or encumbrances to attach to any Equipment and shall defend, indemnify and hold Marr harmless of all loss, liability and expense by reason thereon. Customer shall not sublet Equipment or assign this agreement. Use of Equipment by others than Customer or its employees shall be at Customer's sole risk and subject to this agreement. Marr shall not be liable to Customer or any other person for loss or damage to any property left stored, moved or transported in or upon the Equipment, either before or after the return thereof to Marr, including without limitation while located on any premises operated by Marr, and Customer agrees to hold Marr harmless from any such loss or damage.
12. All Equipment is the property of Marr and is in good mechanical condition. Customer shall return same in the same condition as received, all ordinary wear and tear excepted, to the place from which rented on the day specified. Customer shall examine all Equipment promptly upon delivery and notify Marr of any evidence that Equipment is not in good mechanical condition. If during Customer's use of Equipment during the term of this agreement or any extensions thereof, Equipment is found by Marr not to be in good mechanical condition as result of conditions not the responsibility of or caused by the fault or negligence of Customer or its employees or agents, Customer shall notify Marr whereupon Marr will then at its option: a) repair or suitably replace the Equipment within a reasonable time during Marr's normal working hours, the commencement of running of the term of this agreement to be tolled for the period that the Equipment is "down", or b) remove Equipment and terminate this agreement and refund prepayments of rental charges, if any, on the unexpired agreement term, less whatever is due Marr for damage to or maintenance of Equipment which is the responsibility of the Customer.
13. To the fullest extent of the law, customer shall defend, indemnify and hold forever harmless Marr, its officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees to the extent caused by customer's negligence and attributable to bodily injury, death and property damage to same by any person or persons including but not limited to employees of Customer, arising from or connected with any of the Equipment, Goods or services purchased or rented by Customer from Marr, or the Equipment's use, operation or failure to operate, or any act or omission of customer or its employees or agents as a result of maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment.
14. Marr agrees to the extent assignable, without recourse to Marr, to assign the benefits of any manufacturer's or vendor's warranties received by Marr. Customer agrees to indemnify Marr, its subsidiaries and affiliated companies and their officers, agents or employees to the total extent provided in all of the terms and conditions of this agreement. The foregoing is in lieu of a) all warranties, expressed, implied or statutory, including but not limited to, the implied warranties of merchantability and the implied warranty of fitness for a particular purpose; and b) all obligations or liabilities on the Goods, services or leased Equipment for damages, including but not limited to, direct, indirect, incidental, consequential or special damages including loss of profits arising out of or in connection with the sale, leasing, service, repair, maintenance, use, operation, storage, erection, dismantling or transportation of Goods or Equipment whether through negligence or otherwise. Marr will not be liable for any infringement of any type whatsoever resulting from the leasing, performance or use of Goods, Equipment and services provided.