

Master Agreement 2024

Mondello Scaffolding & Shoring Inc
605 Sligo Rd, Bossier City LA 71112
318-752-5600 Fax 752-5606

First month rental to be paid in advance.

Name and address of company or persons applying for rental privileges:

Name _____

Phone _____ Fax _____

Mailing _____

Primary Email Address _____

City _____ State _____ Zip _____

Physical _____ Cell# _____

Driver's License # _____

AP Email _____ Will you accept invoices via email? ___

Purchasing Manager Name/Email _____

Bid Estimator Name/Email _____

Other Decision Maker

Name/Email _____

Name/Email Addresses of any other persons who we have authority to place orders or take bids for projects.

- 1) Name/Email _____
- 2) Name/Email _____
- 3) Name/Email _____
- 4) Name/Email _____
- 5) Name/Email _____

Jobsite Name & Address _____

Project Owner's Corp. legal name, address & phone# _____

_ Prime Contractor's Corp. legal name, address & phone# _____

Legal Description of Property: _____

RETAINAGE SHALL NEVER BE HELD ON ANY PAYMENT. PAID IF PAID CLAUSES SHALL NEVER APPLY

Hereby agrees to the terms and conditions of this rental agreement with Mondello Scaffolding.

TERMS OF LEASE: The term of lease shall commence on the day the equipment is delivered to or for Lessee and shall end upon Lessor's receipt of equipment at Lessor's designated return location. Rental charges accrue based on the time the equipment is out, not the time of usage.

BILLING: A minimum 28-day rental period per piece of equipment shall be charged and is due upon delivery of equipment. Equipment held beyond the initial 28-day rental period shall be charged pro rata based on the number of days until the equipment is returned to Lessor. Lessor will invoice lessee for each 28-day period, payable 15 days after the date of the invoice.

DAMAGE TO EQUIPMENT AND SHORTAGES: Lessee is responsible to return equipment in the SAME CONDITION AS RECEIVED. Upon inspection, should any shortages or damage be noted, Lessee will be held responsible and invoiced accordingly.

NO SUBLET OR ASSIGNMENT: Lessee shall not sublet or assign or allow others to have possession of

Lessor's equipment without the express written approval of Lessor.

ERRORS OR OMISSIONS: Lessor shall have the right to correct any quoted rates prior to shipment of equipment if such rates have been omitted or are incorrect by inserting the correct rental rate or purchase price; all with the same force as if originally set out.

EQUIPMENT PURCHASES: Purchases are subject to Lessor's acceptance and are subject to prior credit approval. THERE SHALL BE NO ALLOWANCE GIVEN FOR ANY RENTAL CHARGES MADE TO THE DATE SUCH OFFER TO PURCHASE IS RECEIVED BY LESSOR.

Signature _____

Printed Name _____

Date _____

In consideration of the extension of credit by the Seller, herein to the Buyer herein, the undersigned does jointly and severally personally guarantee to pay and be responsible for payment of all sums, balances, and accounts due Seller by Buyer, including collection charges and/or attorneys' fees. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, renewals, or extensions granted by the Seller, without obtaining any consent thereto, and until expressly revoked by written notice from the undersigned to Seller. Any such revocation shall not in any manner affect the undersigned's liability as to any statute, against the Buyer. No delay on Seller's part in exercising any right thereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Buyer or any person primarily or secondarily liable with the Buyer, shall operate as a waiver of any such right or in any manner prejudice Seller's rights against the undersigned. The undersigned agrees that in the event of any default at any time by said Buyer, Seller shall be entitled to look to the undersigned immediately for full payment without prior demand or notice.

Credit card transactions are subject to a 3.8% transaction fee.

Credit card authorization is required for rental. By signing below, I acknowledge that any charges due and payable may be charged to said credit card.

Credit Card Authorization Form

I, _____, hereby authorize Mondello Scaffolding & Shoring, Inc., to charge my credit card account.

VISA Mastercard American Express Discover

Name on Card: _____

Credit Card Number: _____

Expiration Date: ____/____ VID Code: _____

Credit Card Billing Address:

Street: _____

City: _____

Zip Code: _____ - _____ Country: (if not US) _____

Telephone () _____ - _____

As the credit card holder, I also authorize Mondello Scaffolding & Shoring, Inc to charge my credit card for future purchases verbally approved by me.

Signature: _____

Printed Name: _____ Date _____

Lessee hereby applies for credit in accordance with the terms and conditions of Mondello Scaffolding & Shoring Inc.

Credit Terms: Net 30

The following information must be provided. It will be held in strictest confidence.

OWNERSHIP:

Owner #1: Name _____ Title: _____
Address _____ % Owned: _____
Phone# _____ Cell# _____
Email Address _____

Owner #2: Name _____ Title: _____
Address _____ % Owned: _____
Phone# _____ Cell# _____
Email Address _____

THE UNDERSIGNED FULLY UNDERSTANDS AND AGREES TO BE PERSONALLY, BOUND TO THE CREDIT TERMS AND LEASE AGREEMENTS AND AGREE THAT SHOULD THIS ACCOUNT BECOME PAST DUE OR PLACED INTO COLLECTIONS, SAME WILL ACCEPT LIABILITY FOR ALL LEGAL FEES INCURRED TO INCLUDE: COLLECTION FEES 25%, NSF FEES \$35, ATTORNEY FEES OF 35%, FILING FEES, COURT COSTS, INTEREST AND ANY FEES ALLOWABLE BY LAWS OF EACH STATE IN CONSIDERATION OF EXTENDED CREDIT.

Date: _____ Signed: _____ Title: _____

Printed Name: _____

Credit References

1) Company Name _____
Contact _____
Email Address _____
Phone # _____
Fax # _____

2) Company Name _____
Contact _____
Email Address _____
Phone # _____
Fax # _____

LEASE TERMS AND CONDITIONS

As used in this Agreement, "Company" is Mondello Scaffolding & Shoring; "Lessee" is the lessee of the equipment subject to this Rental/Sales Agreement identified on the reverse side. "Equipment" is the personal property subject to the retail/sale identified on the reverse side.

The equipment shall at all times remain and be the sole and exclusive property of the Company and Lessee shall have only the right to use it under the conditions here in contained. The equipment shall not be transferred, leased to, or used by any person other than Lessee. This Agreement shall not be assigned by Lessee. The equipment will not be removed from the job address shown and will not be used at any other place, or for any purpose, except that stipulated.

As used in this Agreement the term "list price" means that sum of money charged by the Company to retail buyers for new equipment (as that term is defined hereinabove) at the relevant time in question.

1. Risk of Loss: The equipment shall be at the sole risk of Lessee from injury, loss or destruction and in case it or any part thereof be destroyed, damaged or lost, whether with or without fault on the part of Lessee, Lessee shall pay to Company at its office in Bossier City, Louisiana, a sum equal to the list price. These provisions may be modified by the limited damage waiver offered by Company, subject to its terms and conditions and payment of the indicated limited damage waiver premium as set forth in paragraph 3. below.

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

3. Lessee Liability: Lessee shall further be liable to Lessor for loss or damage to the equipment from foreseeable hazards existing under the circumstances in which the equipment is used, including, but not limited to, the following: (1) Corrosion, (2) Loss or damage caused by the use or operation of the equipment, (3) Loss or damage occurring while the equipment is being loaded, unloaded, transported, or towed, (4) Loss or damage to electrical devices, (5) Loss or damage caused by dishonesty or negligence of employees of the Lessee or negligence of or wrongful conversion by any person to whom the property is entrusted by Lessee, (6) Loss caused by the weight of a load exceeding rated capacity of the equipment, (7) boom damage, (8) Any collision or upset while the equipment is in operation, (9) Loss or damage resulting from failure to perform required maintenance; and (10) Loss or damage to tires.

4. Safety Regulations. Lessee shall: (a) erect, maintain and use the equipment in a safe and proper manner; (2) comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority, including, but not limited to, ALL FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) and State regulations, having jurisdiction for the safety of persons or property; and (3) comply with any rules or regulations promulgated by Company with respect to the equipment, its manner of erection and use.

Lessee acknowledges receipt of The Code of Safe Practices, and agrees that Lessee and all Lessee's employees will AT MINIMUM comply with its provisions and all other safety provisions described therein. Lessee agrees that LESSOR DOES NOT RENT SAFETY EQUIPMENT of any type, including, but not limited to, nets, lanyards, belts ropes and grabs. Lessee agrees to OBTAIN, PROVIDE and USE all safety equipment, and to OBTAIN, PROVIDE and USE all safety equipment, and to indemnify and hold lessor free and harmless from any liability which results from non-compliance with this Paragraph.

5. Non-Returned, Uncleaned or Damaged Equipment: Lessee agrees to pay in addition to the rental charge therefore, for equipment not returned in the condition received, reasonable use excepted, the following: (1) for cleaning either: a. The amount Company pays therefore, plus 15 percent overhead, or; b. If Company cleans it, Company's usual charges therefore, and the parties agree that equipment returned to Company with paint, plaster or foreign matter on it will be subject to cleaning charge, as not reasonable use; (2) for damaged equipment, it specifically is agreed that Company shall have no responsibility to repair, and if the original manufacturer will repair it, Lessee will pay the charges therefore, plus 15 percent overhead, but if the original manufacturer will not repair it, Lessee will pay list price.

6. INDEMNIFICATION: LESSEE SHALL INDEMNIFY AND DEFEND LESSOR AGAINST AND HOLD LESSOR HARMLESS ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEY FEES WHICH:

(1) RELATE TO INJURY OR TO DESTRUCTION OF PROPERTY, OR BODILY INJURY, ILLNESS, SICKNESS, DISEASE OR DEATH OF ANY PERSON (INCLUDING EMPLOYEES AND SUBCONTRACTORS OF LESSEE), AND:

(2) ARE CAUSED BY, OR CLAIMED TO BE CAUSED BY, IN WHOLE OR IN PART, OR ARISE FROM, THE EQUIPMENT LEASED HEREIN (INCLUDING, BUT NOT LIMITED TO ITS ERECTION, USE OR ANY ACTIVITY CONDUCTED ON OR AROUND SUCH EQUIPMENT, OR THE VIOLATION OF ANY REGULATION OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION OR ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR BODY), RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING THE SOLE OR CONCURRENT NEGLIGENCE (WHETHER ACTIVE, PASSIVE, PRIMARY OR SECONDARY) OF LESSOR, ITS AGENTS, EMPLOYEES OF INDEPENDENT CONTRACTORS, OR ANYONE FOR WHOSE ACTS OF OMISSIONS ANY OF THEM MAY BE LIABLE, OR A PRODUCT DEFECT IN THE EQUIPMENT OR ANY PART THEREOF (GIVING RISE TO A CLAIM OF STRICT LIABILITY/PRODUCTS LIABILITY). IT IS THEREFORE THE INTENTION OF LESSOR AND LESSEE THAT SUCH INDEMNITY SHALL APPLY WHETHER OF NOT THE CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES AND/OR SETTLEMENT, JUDGMENT OF OTHER RESOLUTION. IN THE EVENT THAT SUCH ACTION IS COMMENCED NAMING LESSOR AS A PARTY, LESSOR MAY ELECT TO DEFEND SAID ACTION ON ITS OWN BEHALF AND LESSEE AGREES THAT IT SHALL BE LIABLE FOR ALL COSTS, EXPENSES AND ATTORNEY FEES INCURRED BY LESSOR IN SUCH DEFENSE.

PURPOSE OF THIS CLAUSE: IT IS THE PURPOSE OF THIS CLAUSE TO SHIFT THE RISK OF ALL CLAIMS RELATING TO THE LEASED EQUIPMENT TO THE LESSEE DURING THE ENTIRE TERM OF THIS LEASE.

7. Notice: Lessee shall notify Company of all information related to an occurrence involving or in any way involving to the equipment immediately, but in no event more than 12 hours, after Lessee's discovery of the same. An occurrence is defined as any disappearance, theft or injury to person or property which is, or is claimed to be, or appeared to have been, injured or damaged on, by or around the equipment.

Lessee agrees to secure and maintain all equipment and surrounding premises, in the condition existing at the time of any occurrence, until such time as the Company, or any of authorized agents, investigators, attorneys or other designated persons, inspects or investigates the equipment and/or premises.

Company shall have the exclusive right to reclaim any equipment involved in any occurrence and to thereafter replace it with comparable equipment.

8. Access. Company shall at all times have the right of free access to the equipment for the purpose of inspecting it and watching its use or operation or determining the nature and extent of its use. Company may terminate this Agreement and demand immediate return of the equipment if it observes the equipment being used improperly, or in Violation of any term of this Agreement. This provision is for the sole benefit of Company and does not, by agreement herein, impose any duty upon Company to supervise, observe, report to, or control Lessee in its use of equipment.

9. INSPECTION: Lessee shall not, without the prior written consent of lessor, remove the leased equipment from the location described on Page 1, or relinquish possession of the so nor shall lessee make any alteration or improvement in the leased property without first having obtained such written consent. Lessee agrees that he; (a) SHALL INSPECT ALL leased equipment PRIOR TO RECEIPT by lessee or authorized agent; (b) SHALL INSPECT ALL leased equipment at intended location prior to any use by lessee or lessee's employees; and SHALL MAINTAIN A CONTINUING INSPECTION OF ALL leased equipment at all times throughout the rental term. Unless lessee shall give prior WRITTEN NOTICE to lessor specifying defect in, or other objection to the equipment, lessee agrees that if shall be conclusively presumed, as between lessor and lessee, that lessee has fully inspected and acknowledged that the equipment was and is in good condition and repair, and that lessee is satisfied with and has accepted and retained the equipment in such good condition and repair.

10. Termination: Company shall have the right without notice to terminate this Lease in event of breach to any of its terms, conditions, or promises; if Lessee becomes insolvent, or proceedings in bankruptcy, or receivership be instituted by or against it; or if any execution, levy distraint or attachment be levied or threatened to be levied upon the leased equipment. Additionally, the Company may terminate this Lease for any reason at its sole discretion by giving thirty (30) days notice to Lessee. Notice shall be made by regular mail and shall be deemed received three (3) business days after deposited with the U.S. Postal Service. Upon termination or expiration, Lessee shall forthwith deliver the equipment to the Company at its office in Bossier City, Louisiana, in as good order and condition as it now is, ordinary wear surface tear caused by reasonable and proper use excepted, and the Company shall have the right to immediately repossess the equipment. Lessee hereby agrees to indemnify Company and its agents from all claims by Lessee or any other person for or by reason or on account of any repossessions.

11. Warranties: ANY WARRANTIES ON THE EQUIPMENT ARE THOSE MADE BY THE MANUFACTURER. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND IN NO EVENT WHATSOEVER SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES.

12. Execution of agreement: The parties agree that this Agreement is entered into at the main office of the Company. This Agreement is binding when duly executed by a proper office agent of Company and when duly executed by a proper officer of the Lessee, or by any employee, agent, teamster, or other person authorized by Lessee, orally or in writing, to execute Agreement upon Lessee's behalf. ACKNOWLEDGEMENT OF RECEIPT BY LESSEE'S EMPLOYEE, AGENT, TEAMSTER OR OTHER AUTHORIZED PERSON SHALL CONCLUSIVELY CONSTITUTE LESSEE'S AGREEMENT TO THIS AGREEMENT.

13. Payment: All rentals or other sums, which are or may become due and owing by the Lessee hereunder, shall be due and payable at the Company's offices in Bossier City, Bossier Parish, Louisiana. Any past due payments due hereunder shall bear interest at the rate of eighteen (18%) per cent per annum from the date they are due until paid

14. Entire Agreement: This Agreement comprises the entire lease and contract between the parties and it is acknowledged that there are no understandings, representations, warranties, promises, verbal or otherwise, pertaining to this Agreement or to the equipment, which are not incorporated herein expressly, by reference or by a rider attached hereto.

SALES TERMS AND CONDITIONS

1. Buyer agrees to purchase the equipment described in the reverse side of this Agreement for the prices set out thereon and pursuant to the terms and conditions set out herein.

2. Buyer shall assume all risk of the equipment upon taking possession thereof, or, if delivered to Buyer by common carrier upon delivery thereof by Company to such common carrier, but title to the equipment shall not pass until Buyer has made full payment for the equipment. Company shall have no liability whatsoever for failure or delay in delivery due to circumstances beyond the control of Company. Company assumes no liability for equipment damage in transit by any common carrier.

3. The equipment will be of the type and quantity ordered. Substitutions will not be made without Buyer's consent. If any item of the equipment is unsafe for use when received by the Buyer, the Buyer agrees not to use such unsafe equipment, and to immediately so notify the Company. The Company, in its sole discretion will either replace the equipment or refund all monies paid therefore.

4. ANY WARRANTIES ON THE EQUIPMENT ARE THOSE MADE BY THE MANUFACTURER, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PRUPOSE AND IN NO EVENT WHATSOEVER SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES.

5. Any amount of the stated sales price that remains unpaid and is turned over to an attorney for collection shall bear interest at eighteen (18%) per cent annum from the date of this contract.

6. This Agreement, supercedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the sale of the equipment, and no other agreement statement, or promise relating to said sale of the equipment which is not contained herein shall be valid or binding. Validity of this Agreement any of its terms of provisions, as will as the rights and duties of the parties herein, shall be governed by the laws of the State of Louisiana. This Agreement may not be amended except in writing, signed by both Buyer and Company.

7. All obligations hereunder shall be deemed to be performable in all respects in Bossier City, Bossier Parish, Louisiana.