

BIG CITY ACCESS

BY BRAND SAFWAY

PROPOSAL
DATE:

3/28/24 C.L. White PM

PROPOSAL
NUMBER:

PROPOSAL SUBMITTED TO:
Name: Broome Welding and Machine Co.
Street: 7909 Bayside Avenue
City, State: Galveston Texas 77554
Attn: Chris
Phone: 409-682-9212

PROJECT:
Job: Kermit Stadium
Job Location: Kermit Courville Stadium
City, State: Galveston, Texas 77550
Press box addition scaffolding
Email: Chris@broomewelding.om

Big City Access is pleased to submit the following proposal for your consideration.

SCOPE OF WORK: Big City access proposes to erect, rent and dismantle 1 scaffold dancefloor for new addition for press box. The scaffolding will be approximately 95'x30'x15'-30' high. The scaffold dancefloor will be set up on bleacher seats and even to existing press box roof level and the moved up to 30' high. The decking will be aluminum I beams and 3/4" plywood on top. The underside of the seats may be re shored, pricing below as well. Engineering pricing below as well.

Bleacher seating scaffold dancefloor :

Labor to Erect/move x 1:	\$ 30,600.00
Labor to Dismantle:	\$ 11,300.00
Rental per 28 days:	\$ 3,600.00 x 3month rental = \$10,800
Freight:	\$ 1,100.00
Consumables:	\$ 3,700.00
Sub Total:	\$ 50,300.00 plus taxes = \$57,500.00

Engineering if needed \$ 2,500.00 plus taxes

Reshoring if needed- Scaffold frame leg for leg:

Labor to Erect:	\$ 4,600.00
Labor to Dismantle:	\$ 3,400.00
Rental per 28 days:	\$ 900.00
Freight:	\$ 600.00
Sub Total:	\$ 9,500.00 plus taxes

\$57,500 + \$9,500= \$67,000

- After 1st 28-day period the rental rate is prorated to get a daily rate.
- Due to workload, BCA requires (5) - (7) business days' notice to proceed.
- Labor is based on normal work hours Monday-Friday 7:30 am-3:30 pm unless stated above. Overtime can be scheduled immediately.
- Any work stoppages / delays or revisions made will be billed on a T&M basis at BCA hourly rates
- Prices are valid for 90 days unless otherwise stated.
- Before delivery can be scheduled this proposal needs to be signed & emailed or faxed back to 713-680-1555 with a PO# or Job #

Standard Terms and Conditions (Labor Included) Rev. September/2023

Any project-specific terms and conditions set forth in a quote or other documentation from BrandSafway Solutions LLC dba Big City Access ("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

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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

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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) Rev. September/2023 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

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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) Rev. September/2023 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

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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) Rev. September/2023 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.

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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

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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 Standard Terms and Conditions (Labor Included) Rev. September/2023 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)

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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 Standard Terms and Conditions (Labor Included) Rev. September/2023 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

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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; Standard Terms and Conditions (Labor Included) Rev. September/2023 (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 Suppliers 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

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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. Standard Terms and Conditions (Labor Included) Rev. September/2023 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

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted, and Big City Access is authorized to do the work as specified.

Accepted for:	(Company Name)	Signature	Date:
	www.bigcityaccess.com	PO#:	JOB#:

Customer Issued Purchase Order

Customer acknowledges by signature to all the terms and conditions of this proposal. Please return with customer signature via email to your sales rep and/or sthompson2@brandsafeway.com

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