

**EXHIBIT AR – Scaffold Release**  
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DATE:

PROJECT:

The Following is required before permission is granted to use any scaffolding on the above referenced project. Once received, we will notify our foreman. You may fax a copy to 713-896-1884.

1. **HOLD HARMLESS/INDEMNITY AGREEMENT**

This must be signed by an officer of the company or a representative authorized to execute and bind your company through this agreement.

2. **GENERAL LIABILITY/WORKMAN'S COMP INSURANCE**

\*\*General Liability must name City Masonry, Inc. as additional insured.

\*\*Workman's Comp must state a waiver of subrogation in favor of City Masonry, Inc.

\*\*Both policies (G/L & W/C) must state that the policies are primary to any insurance carried by City Masonry, Inc.

If there are any questions please call (713) 691-1000.

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In consideration of City Masonry, Inc. consenting to our temporary use of its **SCAFFOLD**, regardless of whether such **SCAFFOLDING** is owned, leased or rented by City Masonry, Inc., we hereby acknowledge that we have inspected said **SCAFFOLDING** and acknowledge it to be in good condition. It is our duty to inspect and make safe any **SCAFFOLDING** we use, and if safety devices are not available, we will procure them ourselves. We also acknowledge that we have been trained in the use of and have trained any employees that will use said **SCAFFOLDING**. In future consideration, we agree that we will use it at our own risk and return it in good repair, and we shall indemnify, defend and hold harmless City Masonry, Inc. and its officers, directors, agents and employees from any and all claims, lawsuits, proceedings, actions, causes of action (hereinafter referred to as "Claims"), actual or compensatory damages, losses, expenses or costs, including but no limited to any and all attorney's fees and costs of defending against the Claims resulting there from, which may be by reason of any accident or incident resulting in personal or bodily injury, sickness, disease or death to any person, including but no limited to our own employees, or damage to property in any way contributed to or caused by the use, possession or condition of said

**SCAFFOLDING** or performance of work in connection with the use of said **SCAFFOLDING**. This indemnity, defense and hold harmless provision applies even if the accident or incident, personal or bodily injury, sickness, disease or death, or property damage is caused in whole or in part by any act or omission of negligence committed by City Masonry Inc. or any of its agents, employees, officers, directors or other representatives. We shall assume on behalf of City Masonry, Inc. and conduct with due diligence and in good faith the defense of all Claims, regardless of merit, provided, however, without relieving us of our obligation to defend City Masonry, Inc. to the fullest extent allowed by law. This for supercedes any other documents signed by any parties involved.

We further agree and acknowledge that it is our responsibility to make sure that the **SCAFFOLDING** is in accordance with all federal, state and local codes and regulations, including OSHA regulations, and that any fined and/or citations involving our employees is our responsibility.

We agree to have our insurance company send in insurance certificate to City Masonry, Inc.'s office; the certificate will state that City Masonry, Inc. is named as additional insured on commercial liability and will include a waiver of subrogation in favor of City Masonry, Inc. on workman's compensation and state that such policies are primary to any insurance carried by City Masonry, Inc. These certificates will be sent before any employees' use said **SCAFFOLDING**. If the certificates are not sent, we agree that this does not relieve us from the terms of insuring City Masonry, Inc.

Also we agree to take responsibility for any damage or alleged damage to said **SCAFFOLDING** by our employees, agents or other representatives. We will reimburse City Masonry, Inc. upon receipt of an invoice from City Masonry, Inc. for damaged **SCAFFOLDING**.

This agreement is executed by an authorized representative or agent of our company, who is authorized to execute this agreement on behalf of the company and had authority to bind the company through this agreement shall have the same force and effect as an original.

Dated: \_\_\_\_\_

Company Name: \_\_\_\_\_

Project: \_\_\_\_\_

By: \_\_\_\_\_

Location: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_