

ESCO GROUP

Subcontractor Acknowledgement Form of the ESCO Group's Safety Policies

This is to acknowledge that I have received my copy of the ESCO Group Safety Policies.

I understand that in accepting this contract I am expected to abide by these safety rules and regulations, as well as any additional safety rules that may be communicated to me.

Company Name: _____

Company Representative Name: _____
(Please print)

Signed: _____

Date: _____

Trade: _____

This is to acknowledge that I have given the ESCO Group Safety Policies to the individual whose signature appears above.

Company Name: _____

Company Representative Name: _____
(Please print)

Signed: _____

Date: _____

Trade: _____

SUBCONTRACTOR ANNUAL INFORMATION UPDATE

Company Safety Contact:

Name: _____
Title: _____
Email Address: _____
Phone Number: _____

SAFETY PERFORMANCE HISTORY

Required Documentation: *All documents are required to be included.*

- ☐ W-9 ☐ Certificate Of Insurance ☐ EMR Documentation
☐ OSHA 300 Log ☐ OSHA 300A

Please obtain from your interstate Experience Modification Rate (EMR) for the last three rating periods. If you do not have an interstate rating, obtain your intrastate EMR. Use your OSHA 300 & 300A forms to obtain the number of recordable injuries and illnesses to complete the following table using the last three calendar years:

Last Three Years	20__	20__	20__
Total Recordable Incident Rate: <small>(Columns G+H+I+J) x 200,000</small> total employee hours worked			
Lost Work Day Case Rate: <small>(Column H) x 200,000</small> total employee hours worked			
DART: <small>(Columns K+L) x 200,000</small> total employee hours worked			
Interstate EMR:			
Intrastate EMR: State: _____			

Is your firm self-insured for Workers Compensation claims? (Yes / No)	
Has your company been cited by OSHA in the past three years? (Yes / No) If yes, please attach explanation.	
Have you updated any safety programs in the past year? (Yes / No) If yes, please attach.	

SAFETY DOCUMENTS

All documents may be mailed to ESCO Group, 3450 3rd Street, PO Box 708, Marion, IA 52302 or emailed to lisaECKMAN@theescogroup.com.

The Safety Department reserves the right to request further documentation including, but not limited to, training documentation prior to or after approval.

Reviewed By: _____ Date Reviewed: _____

THE ESCO GROUP
EQUIPMENT RENTAL HOLD HARMLESS AGREEMENT

This Equipment Rental Agreement is made as of the last date set out below, by THE ESCO GROUP, an Iowa corporation ("ESCO"), and the Customer listed below.

Subject to the terms and conditions set out below, Customer hereby agrees to rent from ESCO the equipment set out below, to pick up and return the equipment as set out below and to pay the rental amount at the rates set out below.

Equipment Identification _____

Rate \$ _____

Rental Date _____ Expected Return Date _____

Address where the equipment will be located _____

CUSTOMER

By: _____
_____, _____

Date: _____

Accepted by THE ESCO GROUP

By: _____
_____, _____

Date: _____

THE ESCO GROUP EQUIPMENT RENTAL HOLD HARMLESS AGREEMENT
Terms and Conditions

1. **Direction and Control:** Customer and ESCO agree that the equipment and its operator are under the exclusive control of Customer, and that Customer is solely responsible for providing direction to the operator while the equipment is being used for Customer's benefit. Customer also agrees that it will use the equipment in accordance with the manufacturer's recommendations.
2. **Indemnification:** Customer shall indemnify ESCO, its officers, directors and employees, against and hold them harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney fees, arising out of, connected with or resulting from Customer's use and operation of the equipment resulting from death or injury to persons (including ESCO employees) or destruction of property occurring during any period of time when Customer is obligated to pay ESCO for the use of the equipment except to the extent that such death, injury or damage shall have been solely due to the negligence of ESCO or ESCO's employees.
3. **Limitation of Liability:** Customer agrees that ESCO's liability to Customer is limited to liability for damage to Customer's equipment resulting from ESCO's sole negligence, but only to the extent that such damage is covered by ESCO's general liability insurance. ESCO shall have no other liability for direct, consequential or liquidated damages.
4. **Compliance with all Applicable Laws, Codes and Regulations:** Customer agrees to use ESCO's equipment in strict compliance with all applicable local, state and federal laws, codes and regulations.
5. **Insurance:** Customer shall provide ESCO with proof of Commercial General Liability insurance coverage.
6. **Payments:** All invoices from ESCO to Customer shall be paid by Customer within _____ () days of presentation to Customer. Any amount not paid when due shall bear interest from the date due until paid at the rate of 1 ½ percent per month.
7. **Expenses and Attorney Fees:** Customer shall pay ESCO all costs and expenses, including attorney fees, incurred by ESCO in exercising any of its rights or remedies available to it relating to this Agreement.
8. **Entire Agreement:** The Equipment Rental Agreement and these Terms and Conditions constitute the entire agreement between ESCO and Customer, supersede all oral agreements, prior written agreements or oral communications, and shall not be amended, altered or changed except by written agreement signed by ESCO and Customer.
9. **Governing Law, Jurisdiction and Venue:** Customer and ESCO agree that any legal action filed that is related in any way to this Agreement shall be governed by the laws of the State of Iowa and venue for all legal action shall be in Linn County, Iowa, and Customer consents to the personal jurisdiction of the Iowa District Court in and for Linn County and waives any argument that venue in such forum is not proper.