

This agreement is made and entered into this \_\_\_\_\_ day, of \_\_\_\_\_, 20\_\_\_\_\_, by and between Hunter Contracting Co. of Arizona, hereinafter referred to as "Hunter Contracting", and \_\_\_\_\_ herein after referred to as "Licensee". Whereas, Hunter Contracting will make available certain scaffolding which has been erected at the following project (name and address)

\_\_\_\_\_ and whereas, licensee wishes to use the above-described scaffolding in order to perform its work at the same construction site. Now, therefore in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows.

1. **Use of scaffolding.** Licensee may use the above-described scaffolding for the following purpose:  
\_\_\_\_\_.
2. **Acknowledgement of scaffolding condition.** Licensee hereby acknowledges that a Competent Person of licensee's company has inspected said scaffolding and that it is in a safe and satisfactory condition for use by licensee's employees.
3. **Inspection and repair.** Prior to each use of the scaffolding, the licensee's designated Competent Person shall examine/inspect the scaffolding and takes all such action and makes minor modifications and repairs as shall be reasonably necessary in order to assure the scaffolding is in a useable and safe condition. This inspection is to be done daily utilizing the attached inspection form, a copy of which is to be provided to Hunter Contracting after each inspection. "Useable and safe condition" shall include licensee assuring itself that the scaffolding is in compliance with all applicable laws and regulations including but not limited to, subpart "L" of the OSHA standard for construction (29 CFR 1926). If the scaffolding is determined to be unsafe or not useable, licensee and its employees shall refrain from using it until all such defects and deficiencies have been corrected. The user hereby waives any claims against Hunter Contracting with respect to the condition of the scaffolding for any time that the licensee or its employees are using the scaffolding. The licensee is accepting the scaffolding "as is" and "where is". Notwithstanding the foregoing, licensee shall not make any permanent or material modifications to the structural components of the scaffolding without the express written approval of Hunter Contracting.
4. **Indemnification.** Licensee hereby agrees to indemnify and hold harmless Hunter Contracting from any and all claims of any nature made by third parties, including licensee's employees, arising out of the use of the scaffolding during those periods when licensee has the right to use said scaffolding. **PRIOR TO THE LICENSEE OR ITS EMPLOYEES ACTUALLY USING THE SCAFFOLDING, THE LICENSEE SHALL FURNISH TO HUNTER CONTRACTING, A CERTIFICATE OF INSURANCE ISSUED BY AN INSURANCE COMPANY AS FOLLOWS:** The insurance policy shall have a minimum coverage of \$1,000,000 (for each Occurrence); the insurance policy shall be with a company or companies acceptable to Hunter Contracting; the policy shall name Hunter Contracting as an additional insured; and shall constitute the primary liability coverage in the event of a claim by the licensee or its employees. In addition licensee shall pay any sums expended by Hunter Contracting, its agents or attorneys to investigate, prosecute or defend any such claims, any judgment rendered against Hunter Contracting and any sums paid in settlement of such claims.
5. **Use of scaffolding by others.** Licensee shall not allow any person/s other than its own employees to use the scaffolding without direct authorization from Hunter Contracting. If licensee or its employees become aware of persons trespassing upon the scaffold, the licensee shall immediately notify Hunter Contracting of the trespassing identifying the parties involved if possible.
6. **Governing Law.** This contract shall be interpreted in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, we hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_

Hunter Contracting Co.

Licensee

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

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

Position: \_\_\_\_\_

Position: \_\_\_\_\_