
CITY COUNCIL WORKSHOP

CITY OF LAKE CITY

July 07, 2025 at 5:00 PM

Venue: City Hall

AGENDA

REVISED

Revision: Supporting documentation for Item #1 added

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Call to Order

Roll Call

Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.

As a reminder, persons are not to openly carry a handgun or carry a concealed weapon or firearm while the governing body is meeting.

Failure to abide by the rules of decorum will result in removal from the meeting.

Public Participation - Public Comments

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfia.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Items for Discussion

1. Lake City Woman's Club Building (Mayor Noah Walker)

YouTube Information

Members of the public may also view the meeting on our YouTube channel at:
<https://www.youtube.com/c/CityofLakeCity>

Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS: *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

File Attachments for Item:

1. Lake City Woman's Club Building (Mayor Noah Walker)



June 11, 2024

Florida League of Cities
301 S Bronough St, Suite 300
Tallahassee, FL 32301

Attention: Mr. Levi Holmstrom

Subject: **Report of Structural Condition Survey for Damaged Truss Members**
The Woman's Club of Lake City
257 SE Hernando Ave,
Lake City, FL 32025
NOVA Project No: 10124-2524088

Dear Mr. Holmstrom:

NOVA Engineering and Environmental, LLC (NOVA) has completed the Structural Condition Survey of the damaged wood truss members at the Women's Club of Lake City in Lake City Florida. The purpose of our work was to evaluate the structural condition of the damaged roof framing, collect wood samples from various roof members components for testing and provide our professional opinion of the overall condition and conceptual repair recommendations. This work was performed in general accordance with our proposal No: 10124-2524088, dated May 9, 2024.

SITE AND PROJECT INFORMATION

The subject building is a single-story building with a basement. It appeared to have load-bearing brick masonry walls and a wood framed roof. The building was reported to have been constructed circa 1915. No Structural Drawings were available/provided to us. A brief written report of the damaged roof wood trusses was provided to us. Our understanding of the subject project is based on email correspondence and conversations with Levi Holmstrom of Florida League of Cities, and our experiences with similar projects. The client requested NOVA to evaluate the condition of the damaged roof and provide conceptual repair recommendations.



Aerial View of Subject Building

OBSERVATIONS AND TEST RESULTS

On May 21, 2024, NOVA structural engineers Edison Tyto and Jorge Magallon visited the subject site to perform a visual structural condition survey of the damaged/broken roof truss members and obtain wood core/samples from the wood framing for testing. A ladder was used to access the attic space from an existing hatch in the ceiling.

The roof framing consists of 2x6 wood rafters supported by load-bearing walls and three (3) main wood trusses. 2x6 wood braces, supported by the load bearing walls and the main roof trusses were also present. The braces were supporting the common rafters and the hip rafters. For more details, refer to the attached NOVA drawings. Below are presented our significant observations and test results.

Roof Trusses:

- Truss-B appeared to be damaged. The top chord member of the truss was broken (see attached drawings for location). The broken top chord members have displaced laterally (buckled) which indicates a failure mode of the truss top chord members in compression. The top chord of the broken truss appeared to be not laterally braced and the existing vertical 2x6 braces of the hip rafters were disconnected from the rafters. The unbraced length of the top chord was approx. twenty-two (22) feet.

- The unbraced length in members working in compression significantly reduces the compression capacity of the member due to buckling. Our initial calculations indicate that the top chord of the subject truss should be laterally braced at least every six (6) feet along the entire length to be able to support the estimated loads of the roof and ceiling. The truss extension noted on the NOVA drawings 2/F-2, does provide some lateral support (bracing) but the connection on top has failed and no longer provides lateral support. We could not determine if the lateral support failed and caused the truss failure, or if the top chord truss failure caused the failed connection.
- Truss-A appeared to have a similar configuration as the failed truss (Truss-B), has slightly less load and more evenly distributed than the failed truss. The truss extensions shown on NOVA drawing 1/F-2, were in place and do provide some lateral support (bracing) of the top chord but additional, adequate bracing is required.
- Truss-C appeared to be in poor condition. We couldn't observe this truss from close distance due to safety concerns. Recent repairs and previous signs of water infiltrations appeared to be present at the north support of the truss and the bottom chord of the truss appeared to be sloping toward the north support. The sag on the ceiling joists (which bare on the bottom chord of the truss) also indicate the noted slope on the bottom chord.
- Signs of connection failure of the roof rafters to the ridge rafter were noted and the tie down 2x4 members of the ridge rafter were disconnected from the ridge rafter or the attic floor joist.
- An x-brace between Truss-A and Truss-B was present and both x-bracing members were broken. These bracing members were approx. nineteen (19) feet long and did not appear to be braced. The broken x-brace indicates significant horizontal and/or vertical differential displacement between these trusses.
- Two (2) of the valley rafter supports were also broken. They also appeared to be buckling and had significant length without lateral support.
- The exterior and interior bearing walls appeared to be in fair condition, but signs of marginal cracks were present. Further investigation might be required to determine the presence of a bond beam on top of the wall.

Wood Samples Testing:

During our visit, nine (9) wood samples were collected from different wood components of the roof. Samples 4-8 were sent to the lab for species identification and samples 1-3 and 9 were sent to the lab for FRT (Fire-Retardant-Treated) testing.

- Test results indicate that samples 4-8 were identified as being in the commodity group of SYP (southern yellow pine).
- Test results indicate that no fire-retardant chemicals were present in samples 1-3 and 9.

CONCLUSIONS AND CONCEPTUAL RECOMANDATIONS

Based on our observations, the main roof truss framing appears to be in poor condition and appears to be unstable with multiple broken members. The loads that were supported by the main broken truss (Truss-B) appear to have been redistributed to other roof framing components which are now overstressed and can fail causing a partial or total collapse of the roof. We believe that the lack of lateral bracing of the top chord members of the second main truss is the primary cause of the observed distress.

Based on the provided information, our observations to date, our preliminary calculations, lab test results and our experience with similar projects we recommend the following.

- Shore the attic floor joists, and roof rafters supported by Truss-B to decrease the load on the roof framing (main trusses) and provide safe access to the attic. Do NOT attempt to lift the attic joists/trusses. We recommend the shoring be designed by a professional engineer and installed by a licensed framing contractor.
- Once the main roof truss and attic joists have been shored, it is possible to further investigate and evaluate the roof framing. This evaluation is recommended to determine whether it is more feasible and cost-effective to repair or replace the roof framing.
- Further investigate the top of the perimeter wall, to ensure the presence of a bond beam at top of the wall is recommended. If no bond beams are present, we recommend the installation of a bond beam to provide continuity and mitigate the observed cracks on the masonry walls.

CLOSING

We appreciate the opportunity to provide our testing and engineering services to you on this important project. Please contact us if you have any questions or if we may be of further service.

Sincerely,

NOVA ENGINEERING AND ENVIRONMENTAL, LLC

Written: _____

Edison Tyto, E.I.T.
Project Engineer

Reviewed: _____

Kurt W. Heinrichs, P.E.
Principal Engineer
Florida Registration No. 44505

Attachments:

Photographs 1-8
NOVA Drawings F1 & F-2



Photo 1: Attic view – Main Truss-B

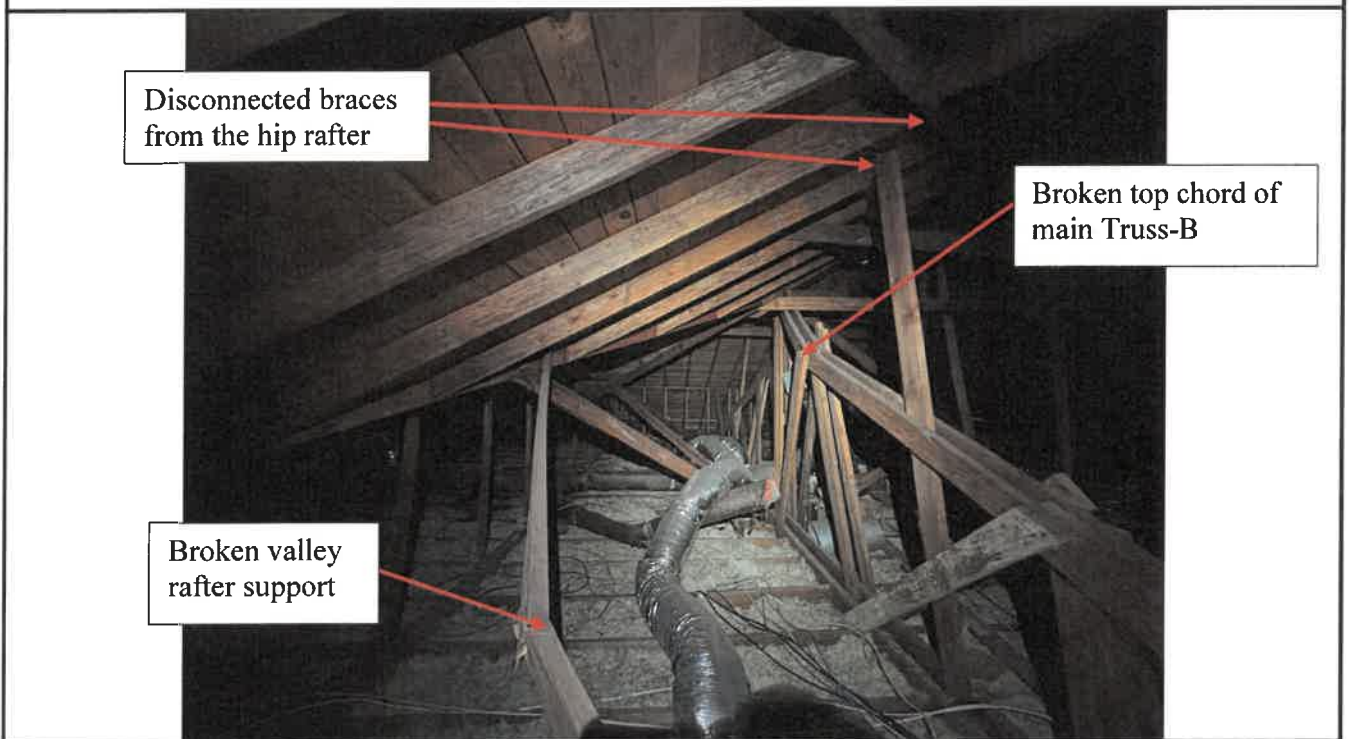


Photo 2: Attic View – Main Truss-B without truss extensions



Photo 3: Attic view – Truss-A



Photo 4: Failed connection at ridge rafter



Photo 5: Broken x-bracing between Truss-A and Truss-B

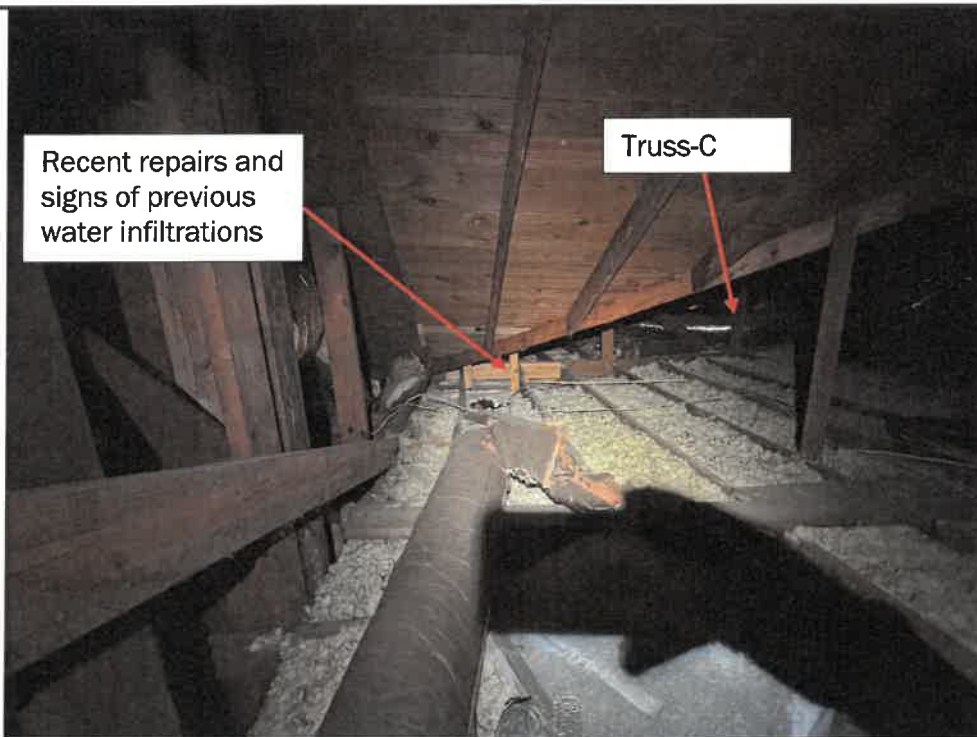


Photo 6: Signs of recent repairs



Photo 7: Attic view – Attic joists and bottom chord of the Truss-C slopping toward north



Photo 8: Cracks on the walls – Signs of marginal differential settlement and absence of a bond beam at the top of the wall.

REV	DATE	SUBMITTAL / REVISION
A	09/04/24	ISSUED FOR PROJECT TEAM REVIEW
B		
C		
D		
E		
F		
G		

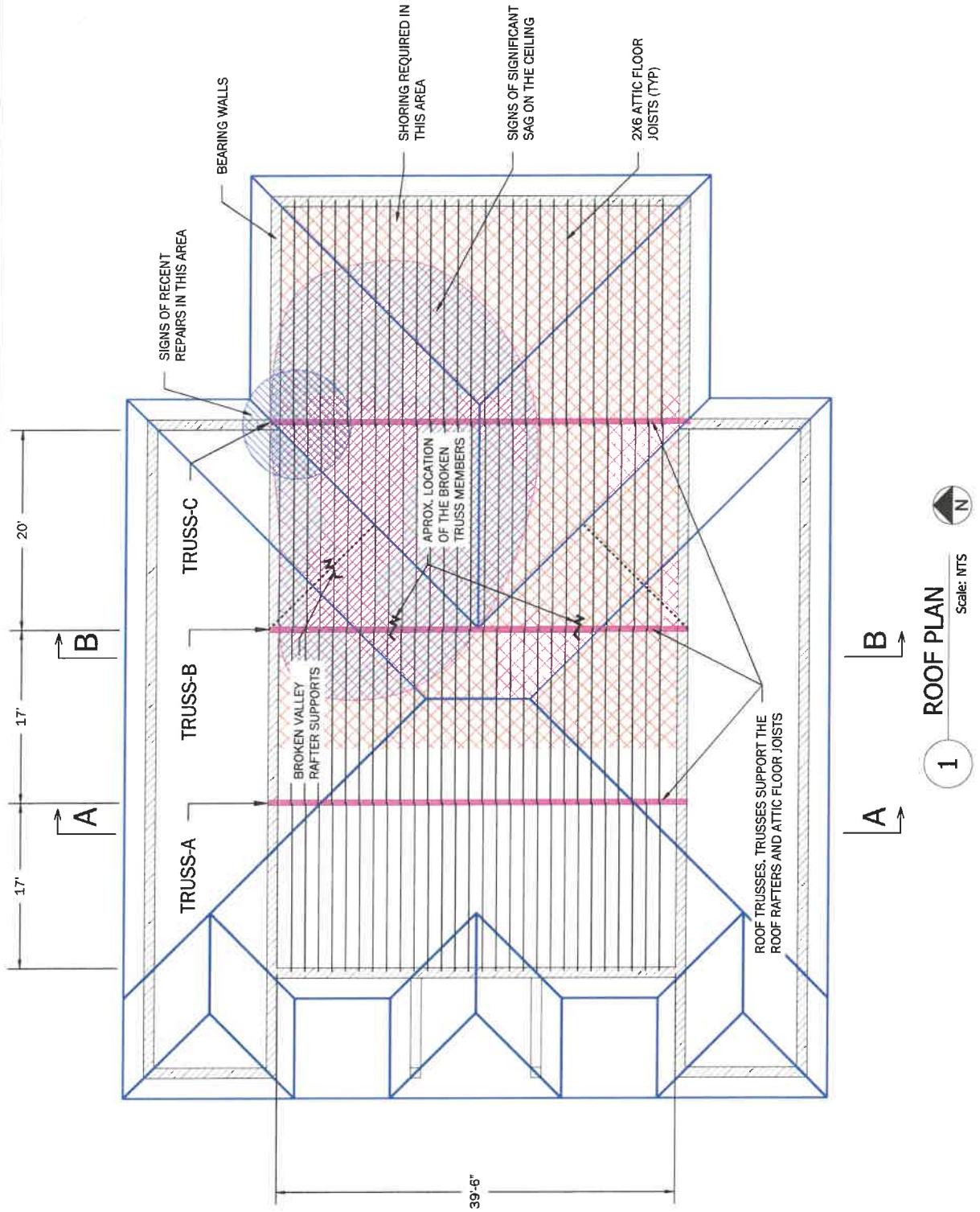
DRAWN BY: E. TYTO
CHECKED BY: K. HEINRICH

NOVA PROJECT NO.: 10124-2524088
300 S TALLAHASSEE, FL 322301
301 S BRONOUGH ST, SUITE
FLORIDA LEAGUE CISTERS
PREPARED FOR:
257 SE HERNANDO AVENUE,
LAKE CITY FL 32025

SHEET NUMBER

F-1

STRUCTURAL CONDITION SURVEY OF DAMAGED TRUSS MEMBERS





75 MADDOX ROAD, SUITE 102
BIRMINGHAM, ALABAMA 35202
OFFICE 205.984.7190

REV	DATE	SUBMITTAL / REVISION
A	06/04/24	ISSUED FOR PROJECT TEAM REVIEW
B	-	-
C	-	-
D	-	-
E	-	-
F	-	-
G	-	-

DRAWN BY: E. TYTO
CHECKED BY: K. HENRICHS

STRUCTURAL CONDITION SURVEY OF DAMAGED TRUSS MEMBERS

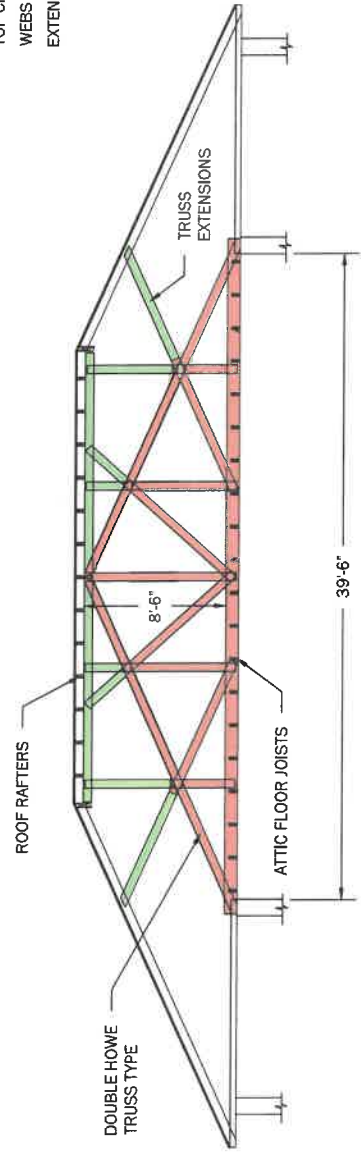
PREPARED FOR:
257 SE HERNANDO AVENUE,
LAKE CITY, FL 32025
NOVA PROJECT NO.: 10124-2524088
3001 TALLAHASSEE, FL 32301
301 S BRONOUGH ST, SUITE
FLORIDA LEAGUE CISTES

SHEET NUMBER

F-2

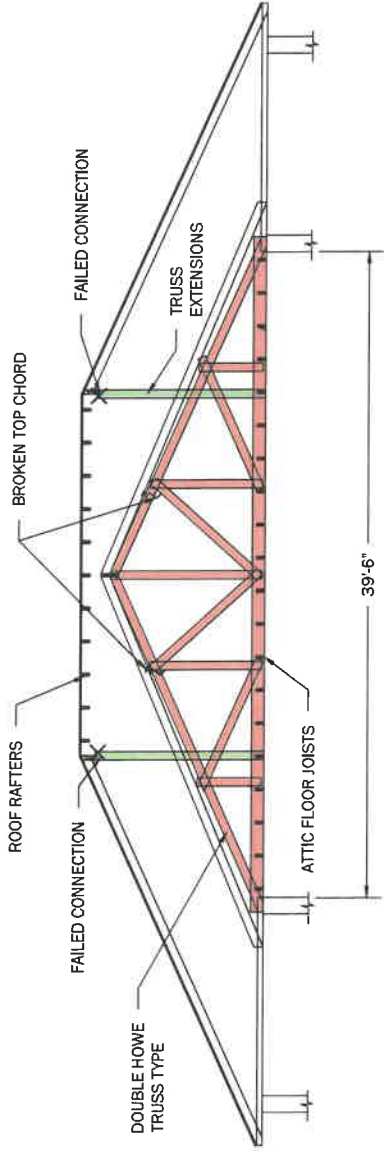
TRUSS COMPONENTS ACTUAL DIMENSIONS

- BOTTOM CHORD - (2) 2"x8 1/2"
- TOP CHORD - (2) 1 1/2"x5 1/2"
- WEBS - (2) 1 1/2"x5 1/2"
- EXTENSIONS - (1) 1 1/2"x5 1/2"



1 SECTION A-A

Scale: NTS



2 SECTION B-B

Scale: NTS

LEASE

THIS INDENTURE, Made and entered into on this the 17th day of June, A. D., 1946, between the City of Lake City, Columbia County, Florida, a municipal corporation of the County of Columbia, State of Florida, party of the first part, and The Woman's Club of Lake City, Columbia County, Florida, a corporation, with its principal place of business at Lake City, Columbia County, Florida, party of the second part,

WITNESSETH

FIRST: The party of the first part for and in consideration of the rents hereinafter reserved, and of the covenants and agreements herein expressed on the part of the party of the second part, to be kept, performed and fulfilled, has demised and leased, and by these presents does, demise, and release unto the party of the second part, all the following described property, situated and being in the City of Lake City, County of Columbia, State of Florida, more accurately described as follows, to-wit:

All of fractional Lot numbered Forty Seven (47) in the Central Division of the City of Lake City, Florida, and bounded on the North by Monroe Street; East by Isabella Lake; South by Dade Street; West by Hernando Street. The above described land is situated in the Central Division of the City of Lake City, Florida.

TO HAVE AND TO HOLD the above described premises, with the rights, privileges, easements and appurtenances thereunto attached and belonging as well as the said building, grounds surrounding the same, shrubbery and other improvements thereon for and during the term of ninety-nine (99) years from and after date hereof next ensuing, paying rent therefore to the party of the first part, and yielding possession at the expiration thereof as hereinafter provided.

SECOND: The party of the second part in consideration of the leasing of aforesaid premises of the party of the first part, hereby covenants, promises and agrees to pay rent for the demised premises during the term of ninety-nine (99) years, next ensuing, the yearly rent of ONE (\$1.00) DOLLAR, per year, due and payable to the City Treasurer of the City of Lake City, Columbia County, Florida, at its office in Lake City, Florida, upon the 15th day of February 1947, and a like sum of ONE (\$1.00) DOLLAR, on each succeeding year, month and date, last aforesaid, and failure on the part of the party of the second part, to pay said sum shall render this Lease null, void and of no effect in law.

THIRD: The party of the second part hereby agrees to pay any and all charges for gas, water, electricity and other illuminants used upon, about or in connection with the demised premises as the same shall severally become due and payable.

FOURTH: The said party of the second part hereby promises, covenants and agrees to keep or cause to be kept the building situated on the aforesaid premises at all times in a first-class sanitary condition as shall meet the requirements of the Federal, State and Municipal laws applicable to and connected with the ownership, control and managements of the demised premises.

FIFTH: The party of the second part further covenants and agrees to pay any and all expenses in and about the repair, upkeep and damage which may hereafter occur to said demised premises during the life of this Lease without expense, costs or output of money on the part of the party of the first part.

SIXTH: It is specifically understood that the party of the first part shall not be responsible under the terms of said Lease, by the acceptance thereof on the part of the party of the second part, for mortgages, liens, encumbrances, obligations, defects of title, or any other encumbrances of title in and about the demised premises during the life of this said Lease.

SEVENTH: The party of the second part hereby covenants and agrees, during the life of this said Lease, that the party of the first part shall not be liable for any damage in law, or in equity, for injury to any person or persons, or property, occurring from any cause or causes in or connected with the operation, control and management of the demised premises.

EIGHTH: The party of the second part shall not have the right, privilege, or authority to sub-lease the demised premises, or any portion thereof to any person, or persons, for a period of time more than one year without the written consent and approval of the said party of the first part.

NINTH: The party of the second part covenants and agrees to keep the building situated upon the lands above described insured in a reputable fire insurance company in the sum of \$7,500.00, and the cost of premium thereof shall be paid by the party of the second part.

TENTH: The party of the first part shall not be liable for any repairs, alterations or changes in the building situated on the demised premises, or any changes, improvements or alteration on said grounds in and about the said lands, the cost for shrubbery, plants, etc., connected with the grounds and managements of said building, and the same shall at all times be paid by the party of the second part.

IN WITNESS WHEREOF, the parties to this instrument have set their hands and seals the day and year above written.

Signed, sealed and delivered
in presence of:

Witnesses as to the signature

of party of the first part.

CITY OF LAKE CITY, FLORIDA, a municipal
corporation

By H. G. Cochran
Mayor

ATTEST: R. C. Mansfield
Clerk

THE WOMAN'S CLUB, of Lake City, Florida,
a corporation.

By Mrs. Lomas Maxwell
President

ATTEST: Lucile C. S. Seldner
Secretary

Witnesses as to the signature

of party of the second part

Approved as to form and correctness thereof.

W. H. Wilson Jr.
City Attorney



STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY, That on this the 17th day of June, A. D., 1946, before me personally appeared, H. G. Cochran and R. C. Mansfield, respectively Mayor and City Clerk of the City of Lake City, Florida, a municipal corporation, under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Lease to The Woman's Club, of the City of Lake City, Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Lake City, in the County of Columbia and State of Florida, the day and year last aforesaid.

Maudie G. Hammons
Notary Public, State of Florida
at Large

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires April 16, 1950

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY, That on this the 1st day of July, A. D., 1946, before me personally appeared, Mrs. Lammie M. Mott, and Lillian L. Mott, respectively President and Recording Secretary of The Woman's Club, of Lake City, Florida, a corporation, under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Lease and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Lake City, in the County of Columbia and State of Florida, on the day and year last aforesaid.

Maudie G. Hammons
Notary Public, State of Florida
at Large

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires April 16, 1950

Clerk's No. 54523

State of Florida, County of Columbia

Filed for record on this 4th day of October, 1946, and recorded in

Deeds Book No. 53 page 529

Witness my hand and official seal the date last aforesaid.

HUGO B. SUMMERS, Clerk Circuit Court

By Rochester Saunders
Deputy Clerk



ECRS – East Coast Rigging & Scaffolding

8221 Main Street 3130 N.W. 17th Street 7024 Benjamin Road
Laurel, MD. 20724 Lauderhill, FL 33311 Tampa, Florida
Md. Office 301-362-8801 • Fl. Office 954-616-8487 • 772-209-0564

Date: 08.02.24

Proposal No: JM2024-29

Customer: O'Neal Roofing
212 E. Hickory Drive
Lake City, FL 32025

Jobsite: The Women's Club of Lake City
257 SE Hernando Ave.
Lake City, FL 32025

Attn: Dwight Rhodes

Phone: 386-752-7578

Proposed by: John McGraw

Office:

Mobile: 904.626.6472

Email: dwight@onealcompanies.com

Email:

For the following prices, terms, and conditions on both sides herein **ECRS - East Coast Rigging & Scaffolding**. Further noted as **(ECRS)**, agrees to furnish **O Neal Companies** -for its' project previously referenced. The Women's Club of Lake City to furnish and install system scaffolding.

ECRS - East Coast Rigging & Scaffolding Provides:

- Equipment rental – Based on one calendar month(s) - at **28 calendar days** rental cycles.
- Labor - to include load-in and staging, complete initial installation, dismantle, packaging, and loadout.
- A staging area for material on the north or south of the job site must be provided.
- Repair of any tie-in points – **to be performed by the Customer.**
- Any signed and sealed drawings by a **Professional Engineer** licensed in the State of Florida – as is required per jurisdictional guidelines are to be obtained by the Customer.
- Round trip freight – based on delivering all equipment provided – per scope.
- Customer must provide a hi-reach Forklift for load in and load out from truck deliveries; unless an **optional / alternative** is elected, **ECRS** will provide a Forklift.
- Installation / Dismantle / Monthly Inspections will occur during regular 'daylight' weekday operational hours – and reflect straight-time wages.
- **Optional / Add Alternate** – Monthly inspections by **ECRS** competent person to ensure safe practices and condition of equipment.
- Time and Material charges will be incurred for cleaning/removal of excessive stucco mortar from scaffolding equipment – once the equipment is returned to **ECRS**.
- **Hurricane Readiness** implementation will require 72 hours' notice – **T&M** charges for securing, dismantling, and re-installing equipment and materials due to emergency hurricane mobilizations will be invoiced at **\$75.00 per man/hour**.
- **Hurricane Readiness Plan** by **Customer** should include – mobilizing crew to remove all netting outrigger planking, secure all fixed steel ply-decks and staged materials, and remove and secure any potential hazards related to scaffolding equipment materials on the roof.
- **All applicable taxes are included in pricing.**



Scaffolding:

East Coast Rigging & Scaffolding will provide supervision, labor, and material to erect and dismantle system scaffolding and/or 20K Shoring frames used to support the damaged truss members as shown on NOVA Engineering Structural Condition Report and our site visit. The area included is approximately 80'x40'x12' high on the main level and various heights in the basement level. The shoring system will be designed as described below:

***Main Level-** System will be installed from the floor to the bottom of the roof truss. Aluminum or steel beams will be used to “butt” against bottom chord of the truss members. System will be based off existing wood floor.*

***Basement Level-** Systems scaffolding with u-heads and aluminum or steel beams will “butt” against the bottom of the floor joists. The height of this area varies. Sills will be placed in the dirt area of the basement.*

It is understood that O’Neal will protect the wooden floor in the main level.

Installation Labor	\$ 41,228.00
Rental Per 28 Days	\$ 5,675.00
Dismantle Labor	\$ 21,497.00
Engineering	\$ 5,000.00
Freight	\$ 6,000.00
Total	\$79,400.00

END OF PROPOSAL DETAILS

OTHER SCOPES OF WORK PROVIDED BY ECRS

- **Swing Stages**
- **Fixed Scaffolding**
- **Mast Climbing Work Platforms**
- **Containment Netting**
- **Buck Hoists & Transport Platforms**
- **Slab Edge Protection**

CONTRACT DETAILS FOR THIS PROPOSAL:

Please review, date, sign and return via email to FloridaSupport@ecrscaffold.com . Thanks.

- Additional insurance requirements billed at cost to customer.
- Above quoted prices valid 30 days/sale; 90 days/rental.
- Labor figured on regular time only – additional fee for overtime
- Labor figured as open shop rates – Additional Fee for “Prevailing Wage, Scale or Davis Bacon” wage rates.
- Regular Hours are designated to occur Monday through Friday during a time between 7:00 A.M. and 6 P.M.



- Overtime and/or Premium Hours are designated beyond 40 hours of weekly work and any weekend or night shift requirements at a rate of \$82.50 per man/hour.
- “Prevailing Wage, Scale or Davis Bacon” wage rates must be provided prior to quotation/proposal and or start of work.
- Retainage is not accepted for we are providing you (lessee) with “Temporary Rental Equipment”.
- “Pay When Paid” is not accepted, our proposal/agreement is with you (lessee) and not with building owner.
- Any deviations, additions, alterations or modification to or beyond our scope of work as stated will be invoiced at \$55.00 per man-hour plus additional rental on any additional equipment, customer MUST be present and sign our EWA (extra work authorization) or T&M (time & material) ticket.
- Lessee to verify building structure will support the loads imposed.
- This scaffold will be erected in a safe manner and will include all safety equipment required to comply with liability insurance coverage of ECRS - East Coast Rigging & Scaffolding . Removal of any portion of said scaffolding once erected will absolve ECRS of any liability for damage or injuries incurred as a result of such removal.
- All areas where scaffolding is to be erected/dismantled must be free of debris or scrap materials. If area must be cleared by ECRS personnel, the contractor will be invoiced at \$65.00 per man-hour.
- Dismantle of scaffold by anyone other than authorized ECRS - East Coast Rigging & Scaffolding personnel constitute a breach of contract. By contract obligation, the lessee shall pay the dismantle charge as outlined in this contract.
- Ten (10) working days notification is required for return trips including initial erection and dismantle.
- All changes and/or addendums to this proposal must be made in writing and accepted by both lessee and lessor.
- ECRS - East Coast Rigging & Scaffolding , payment terms stand at Net 30 of invoice. Failure to adhere to these terms may result in stoppage of work and/or discontinuance of service.
- ECRS - East Coast Rigging & Scaffolding corporate insurance carrier – via ECRS – East Coast Rigging & Scaffolding - requires that this contract be executed and returned to this office prior to commencing work.
- Lessee or Purchaser will pay any permits or fees charged by State, County or Municipal authorities for the use or erection of this equipment.
- RENTALS ARE FOR (1) ONE-MONTH MINIMUM, PRO-RATED DAILY THEREAFTER. (28 DAY CYCLE PER MONTH) UNLESS OTHERWISE NOTED.
- PLEASE SIGN, DATE AND RETURN TO THIS OFFICE FOR COMPLETION AND SCHEDULING.

ADDITIONAL TERMS AND CONDITIONS FOR THIS CONTRACT ARE BELOW.

TERMS AND CONDITIONS

These are the terms and conditions of the sale or lease of product between ECRS - East Coast Rigging & Scaffolding . and the Customer or Lessee (“Buyer” or “Lessee”) described on the face of this document. The conditions set forth herein along with the quotation and confirmation of order. If applicable, set for the entire contract and supersede all prior correspondence. Changes to these terms and conditions can only be made by in writing by an Executive Officer of ECRS - East Coast Rigging & Scaffolding home office at 8221 Main Street, Laurel, Maryland 20724

GENERAL PROVISIONS These provisions apply to both the sale and lease of product. In this section, Seller and Lessor are both referred to as Seller and Buyer and Lessee are both referred to as Buyer.

- (1) **Delivery, title, and Risk of Loss.** Delivery dates are approximate and are based upon prompt receipt of all information from Buyer. Unless otherwise specified by Seller, all products sold will be shipped FOB point of shipment and title will pass at time of shipment. The Buyer will be responsible for all freight charges, insurance, risk of loss, special packaging demurrage, or similar charges. Risk of loss passes to Buyer on shipment.
- (2) **Excusable delays.** Seller shall not be liable for delays in delivery or performance for failure to manufacture, deliver, or perform due to cause beyond its reasonable control (including the ability to obtain necessary materials and services), or an act of God, act of Buyer, act of Government, strike, war, riot, or other civil disturbance, or delay in transportation. Seller will promptly advise Buyer of any known excusable delay and the date of delivery shall be extended for a period equal to the time lost by reason of delay.
- (3) **Buyer's credit.** Advance payments or adequate security may be required by Seller in the event Buyer's financial status becomes unacceptable to Seller. Seller reserves the right, among other remedies, to terminate this Contract or suspend delivery or performance hereunder in the event Buyer fails to comply with all terms and conditions of this contract (including failure to make any payment when due), or any time Seller reasonably anticipates the Buyer may become bankrupt or insolvent. Seller shall be entitled, upon demand, to repayment from Buyer for all costs and expenses incurred or commitments made by Seller in performance of this contract. Buyer shall pay interest of 1½% per month on all past due amounts.
- (4) **Disclosure of Information.** Any information transmitted by Buyer to Seller in connection with performance hereunder is not to be regarded as secret or submitted in confidence unless Seller is so notified in writing and countersigned by a duly authorized representative of Seller.
- (5) **Taxes.** It is agreed that there shall be added to the rent of any excise, sales and use, occupational or other tax imposed upon Lessee by reason of the possession, use or operation of the Goods during the term of this contract. If applicable, Buyer shall provide Seller with evidence of exemption from any applicable tax.
- (6) **Cancellation.** Seller shall be reimbursed for all costs associated with this Contract in the event Buyer cancels it or any portion of it for any reason.
- (7) **Installation Services.** Installation services are not included in the Contract amount unless specifically stated, however, such services will be available at quoted service rates from the Seller. Buyer will be billed for actual hours worked, overtime premiums, if applicable, and travel time.
- (8) **Finance Charges.** Finance charges of 1½% per month (18% per annum) will be added to all amounts past due. Additionally, Buyer will reimburse Seller for all legal costs and attorney fees incurred in the collection of past due amounts and those incurred in any bankruptcy, appeal of judgements, or post-judgement collection.



SPECIAL PROVISIONS FOR THE LEASE OF PRODUCTS.

- (1) **Title and Use.** The leased equipment provided to the Lessee under this agreement or to Lessee's employee or authorized representatives at all times remains and is the sole and exclusive property of Lessor. The equipment will be used only by the Lessee or Lessee's employees at the job site designated on the front of this document and solely for the purpose for which said equipment was intended. The equipment shall not be transferred, subleased, or used or subject to any person other than the Lessee. This lease shall not be assigned by Lessee by his own act or by operation of law.
- (2) **Erection and Maintenance of Equipment and Safety Equipment.** The lessee agrees to erect, maintain, and use the equipment in a safe and proper manner in conformity with all laws and ordinances including Federal and State standards, pertaining thereto and in accordance with the SIA Code of State Practices and Lessor's Operator's Manual, copies of which Lessee does hereby acknowledge receipt. Should the equipment or any part thereof becomes unsafe, in a state of disrepair, or be not in good operating condition, Lessee shall immediately notify Lessor and shall cease all operation of the equipment or any part thereof until the same has been examined by the Lessor or by someone appointed by the Lessor for that purpose. Should the equipment become unsafe or out of repair because of normal wear and tear by reasonable and proper use, rental on such equipment that has become unsafe or in a state of disrepair, shall cease at the time Lessor is notified of that condition. By agreeing to this provision Lessor does not waive the provisions of paragraph 2 above. Under no circumstance is Lessee authorized to make any repair to equipment, engage the services of others to make any such repair, or in any way incur any expenses on Lessor's account for any attempted repair of equipment. The lessor shall have no responsibility, direction, or control over the manner of erection, maintenance, use or operation of equipment by the Lessee, unless specifically retained for such additional service(s). Lessee acknowledges that proper use of safety equipment is required for safe operation of leased equipment and warrants that use will only be by competent and duly trained employees of Lessee. Lessee further acknowledges that such safety equipment is available for purchase from Lessor and, if not purchased from Lessor, Lessee represents it is in possession of such safety equipment or has made alternative arrangements therefore.
- (3) **Indemnification.** Lessee agrees to indemnify Lessor and to defend and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including cost of suits and attorney's fees, asserted by any person, firm or corporation arising out of, or connected with the use, erection, maintenance, and possession of equipment by Lessee, including without limitation, improper use or lack of proper safety equipment, and for any defects in said equipment for which Lessor might otherwise be liable which may be claimed to have caused, contributed to, or be a concurrent cause of any claimed injury, or damage. This indemnification includes the claims of any employees of Lessee and Lessee hereby specifically waives protection of any industrial insurance or workmen's compensation act of any state of the United States or province of Canada.
- (4) **Rental.** Rental, at the rates listed on the front of this document is charged from the time the equipment leaves Lessor's location and ends only when the equipment is returned to lessor's business location from which the equipment was rented. Full rate will be charged for Sundays, holidays, or time in transit, or any period of time that the equipment is idle while in possession of the Lessee. Equipment is to be returned during Lessor's normal business hours Monday through Friday. Lessor may, at its option and without waiving any provisions of this agreement of creating any duty to Lessor, have the right of free access to the equipment, which is in the possession of the Lessee for the purpose of inspecting it and observing its actual use or operation.
- (5) **Return of Equipment.** If the Lessee fails to inspect and/or count the equipment received under this agreement, he agrees to accept the Lessor's indication of readiness for use and count as final. Lessee is responsible for all shortages and damaged materials. Lost, damaged, or broken equipment will be charged to Lessee at replacement prices in Lessor's retail price list or reasonable repair price.
- (6) **Accidents.** Lessee agrees to immediately notify Lessor of any accidents or injuries involving equipment as soon as possible after any such occurrence, but in any event within 24 hours.
- (7) **Warranty.** Lessor makes no warranty hereunder and all warranties express, implied, or statutory, including without limitation, warranties of merchantability or fitness for particular purpose are hereby specifically excluded and disclaimed. In no event shall Lessor be liable for consequential or incidental damages for any reason.

Accepted: _____

Signed: John McGraw 904.626.6472

Print Name: _____

By: ECRS - East Coast Rigging & Scaffolding

Date: _____