

LAFAYETTE STEEL ERECTOR, INC.

PO Box 266, Scott, LA 70583

313 Westgate Road, Lafayette, LA 70506

Phone (337) 234-9435 Fax (337) 234-0217

CREDIT APPLICATION AND AGREEMENT TO DO BUSINESS

Company Name _____

Phone Number _____ Fax Number _____

Billing Address _____ Shipping Address _____

Business Structure: _____ Individual* _____ Partnership* _____ Corporation*

*If Individual or Partnership – Social Security Number: _____

Owner Name(s), Address & Phone Number _____

For Corporations:

State Incorporated _____ Branch? Yes _____ No _____

Parent Company Name (if applicable): _____

Address: _____

Date Business Started: _____

Taxable: Yes _____ No _____ Federal Tax ID # _____

Purchase Order Number Required? _____

Accounts Payable Contact: _____ E-mail: _____

Phone: _____

Fax: _____

PLEASE COMPLETE IN FULL

BANK REFERENCE

Name: _____
Address: _____

Phone: _____
Officer: _____
Checking Account #: _____
Savings Account #: _____

FOR OFFICE USE ONLY

of years: _____ Contact: _____
Checking Average: _____
Rating: _____ # NSF's: _____
Savings Average: _____
Loans & Type: _____
Payout: _____ # of pmts: _____
Rating: _____ # of pmts: _____
Past Due Notice: _____
Comments: _____

TRADE REFERENCE

Name: _____
Address: _____

Phone: _____
Fax: _____
Contact: _____

FOR OFFICE USE ONLY

of years: _____ Contact: _____
Recent High: \$ _____ Last Purchase: ____ / ____ / ____
Owing: \$ _____ Past Due: \$ _____
Terms: 30 60 90
Pay Habits: _____
Comments: _____

TRADE REFERENCE

Name: _____
Address: _____

Phone: _____
Fax: _____
Contact: _____

FOR OFFICE USE ONLY

of years: _____ Contact: _____
Recent High: \$ _____ Last Purchase: ____ / ____ / ____
Owing: \$ _____ Past Due: \$ _____
Terms: 30 60 90
Pay Habits: _____
Comments: _____

Applicants Signature attests financial responsibility, ability and willingness to pay our invoice in accordance with invoice terms. Please list title with signature.

FIRM NAME: _____
By: _____
By: _____

**THE UNDERSIGNED AGREES TO THE FOLLOWING TERMS
AND CONDITIONS OF DOING BUSINESS WITH
LAFAYETTE STEEL ERECTOR, INC.**

1. I understand that terms of payment are net 30 days. Interest at a rate of 18% per annum (or such interest rate, more or less, as may be authorized by the laws of the State of Louisiana at the time of this indebtedness) will be assessed against and added to any account not paid within 30 days of the due date. In addition, should it become necessary for LAFAYETTE STEEL ERECTOR, INC. to retain the services of an attorney to collect on this account, then customer agrees to pay to LAFAYETTE STEEL ERECTOR, INC. attorney fees in the amount of 33 1/3% of the aggregate amount due and owing, together with all expenses and costs associated with said collection. I approve such terms and agree to make all payments to LAFAYETTE STEEL ERECTOR, INC. in accordance herewith.
2. Operators. If the customer is leasing the equipment without an operator (bare rental), then the customer shall cause the equipment to be operated by competent experienced employees only, and shall pay all expenses of operation. Otherwise, if a customer is leasing the equipment with an operator (operated and maintained), then LAFAYETTE STEEL ERECTOR, INC. shall provide to customer a competent and experienced operator.
3. The minimum term of any equipment leased from LAFAYETTE STEEL ERECTOR, INC. to the customer shall impose upon the customer the guarantee of payment of rent, freight, assembly or dismantle charges shall be determined by LAFAYETTE STEEL ERECTOR, INC.; by and which this agreement and any incidental agreements entered into by and between the parties subsequent hereto wherein this agreement is referenced and incorporated therein said document shall continue in full force and effect until the equipment is returned in good repair to LAFAYETTE STEEL ERECTOR, INC. at its principal place of business, or at such other place as may be designated by LAFAYETTE STEEL ERECTOR, INC.; the rent for extended period to be computed on a day to day, or week to week, or month to month basis at the agreed upon rate, at whichever is most beneficial to the customer. Rental charges begin the day the equipment leaves LAFAYETTE STEEL ERECTOR, INC.'s yard in route to the designated delivery site, and shall continue until the equipment is returned in good repair to LAFAYETTE STEEL ERECTOR, INC., regardless of the time the equipment is actually used.

If the equipment leased is leased on a bare rental basis, provision A is applicable:

~~A) — Should the equipment not be returned in a state of good repair, the rental charges shall continue until such equipment has been repaired by LAFAYETTE STEEL ERECTOR, INC. who shall use reasonable diligence in completing the repairs as soon as possible under the circumstances then prevailing. All costs of such repair shall be borne exclusively by the customer.~~

If the equipment is leased on an operated and maintained basis, provision B is applicable:

B) Should the equipment not be returned in a state of good repair, assuming that the condition of the equipment is not a result of operator error, but rather due to the fault or neglect of the customer, or third parties for whom the customer exercises control over, or due to site conditions not known to LAFAYETTE STEEL ERECTOR, INC., the rental charges shall continue until such equipment has been repaired by LAFAYETTE STEEL ERECTOR, INC. who shall use reasonable diligence in completing the repairs as soon as possible under the circumstances then prevailing. All costs of such repair shall be borne exclusively by the customer. Otherwise, LAFAYETTE STEEL ERECTOR, INC. shall be responsible for all repairs to the equipment.

4. Repairs. If the equipment leased is on a bare rental basis, provision A is applicable:

~~A) — Pursuant to the terms of this agreement and any incidental agreements entered into by and between the parties subsequent hereto wherein this agreement is referenced and incorporated therein, and the relationship resulting from this agreement, LAFAYETTE STEEL ERECTOR, INC. shall not be obligated to make any repair or replacement of any equipment leased by LAFAYETTE STEEL~~

~~ERECTOR, INC. to customer, unless caused by normal wear and tear; customer shall not incur for LAFAYETTE STEEL ERECTOR, INC.'s account or liability and expense therefore without LAFAYETTE STEEL ERECTOR, INC.'s written consent. Customer shall inspect the equipment within 48 hours after its receipt; unless within said time customer notifies LAFAYETTE STEEL ERECTOR, INC., starting the details of any defects, customer shall be conclusively presumed to have accepted the equipment of its then condition. Thereafter, customer shall effect and bear the expense of all necessary repairs, maintenance and replacements effected by misuse or abuse.~~

If the equipment is leased on an operated and maintained rental basis, provision B is applicable:

A) Pursuant to the terms of this agreement and any incidental agreements entered into by and between the parties subsequent hereto wherein this agreement is referenced and incorporated therein, and the relationship resulting from this agreement, LAFAYETTE STEEL ERECTOR, INC. shall be obligated to make all repairs or replacement of any equipment leased by LAFAYETTE STEEL ERECTOR, INC. to customer, unless caused by the fault or neglect of the customer, or any third party for whom the customer exercises control over, or due to site conditions not known to LAFAYETTE STEEL ERECTOR, INC. Customer shall not incur for LAFAYETTE STEEL ERECTOR, INC.'s account or liability and expense therefore without LAFAYETTE STEEL ERECTOR, INC.'s written consent. Customer shall inspect the equipment within 48 hours after its receipt; unless within said time customer notifies LAFAYETTE STEEL ERECTOR, INC., stating the detail of any defects, customer shall be conclusively presumed to have accepted the equipment of its then condition.

5. Maintenance. If the equipment leased is leased on a bare rental basis, provision A is applicable:

~~A) Customer shall maintain the equipment leased pursuant to this agreement and any incidental agreements entered into by and between the parties subsequent hereto wherein this agreement is referenced and incorporated therein, and the relationship resulting from this agreement between LAFAYETTE STEEL ERECTOR, INC. and customer in good operating order in accordance with the manufacturer's specifications and shall be responsible for performing and paying for all normal basic service. Routine service can be obtained from LAFAYETTE STEEL ERECTOR, INC. on a time and material basis, at agreed upon rates of: Mechanic is \$45.00 per hour with premium time of an additional \$12.00 per hour at time and one-half; \$24.00 per hour at double time. Mechanic's truck with tools is \$0.90 per mile portal to portal. Supplies and outside purchases are cost plus 15%. These prices are subject to modification without notice to the customer. Before customer shall call on LAFAYETTE STEEL ERECTOR, INC. to make any repairs, customer agrees to perform and pay for all minor repairs. For the purposes hereof, the term "minor repair" is defined as a repair where the cost for replacement parts does not exceed \$250.00, and/or the cost of the labor does not exceed \$250.00. Customer shall maintain records of all maintenance, service and repairs and make same available to LAFAYETTE STEEL ERECTOR, INC. Customer shall report to LAFAYETTE STEEL ERECTOR, INC. the hour meter reading for each piece of equipment on a monthly basis. Wear or damage to frictions, brakes, track system, bushings, bearings, rollers, pads, or shafts during the term of any equipment lease entered into by and between the parties hereto which require replacement is not considered normal wear and tear. Cables which require replacement due to normal wear and tear within the first six (6) months of the term of any lease, or within the first 1200 hours of utilization, whichever comes first, shall be replaced by LAFAYETTE STEEL ERECTOR, INC. After six months or past 12 hours, replacement of cable(s) shall be borne by the customer.~~

If the equipment leased is leased on an operated and maintained basis, provision B is applicable:

B) LAFAYETTE STEEL ERECTOR, INC. shall maintain the equipment leased pursuant to this agreement and any incidental agreements entered into by and between the parties subsequent hereto wherein this agreement is referenced and incorporated therein, and the relationship resulting from this agreement between LAFAYETTE STEEL ERECTOR, INC. and customer in good operating order in accordance with the manufacturer's specifications and shall be responsible for performing and paying for all normal

basic service, save and except any maintenance required to be performed to the equipment resulting from the fault or neglect of the customer, or any third party for whom the customer exercises control over, or due to site conditions not known to LAFAYETTE STEEL ERECTOR, INC. In such event, customer shall be responsible for all costs associated with maintaining the equipment leased.

6. Liability. If the equipment is leased on a bare rental basis, provision A is applicable:

~~A) — Customer shall defend, indemnify and hold harmless LAFAYETTE STEEL ERECTOR, INC. from and against all damage to or loss of equipment from whatever cause, arising out of the use, maintenance, delivery and/or custody thereof, it being the intent of this provision that the customer shall be solely Responsible for any and all damage sustained by the equipment while leased to and/or under the control of the customer. Customer shall receive a credit for any amounts received by LAFAYETTE STEEL ERECTOR, INC. (as payment for loss or damage to the equipment) from any insurance provided by customer (see insurance clause). Damages are based on the value of the equipment irrespective of any rentals paid or accrued. In case of total loss of any and all of the equipment, customer agrees to pay LAFAYETTE STEEL ERECTOR, INC. the full replacement value of said equipment.~~

If the equipment is leased on an operated and maintained basis, provisions B and C are applicable:

B) Customer shall defend, indemnify and hold harmless LAFAYETTE STEEL ERECTOR, INC. from and against all damage to or loss of the equipment resulting from the fault or neglect of the customer, or any third party for whom the customer exercises control over, or due to site conditions not disclosed to LAFAYETTE STEEL ERECTOR, INC. It being the intent of this provision that the customer shall bear all costs and expenses associated with the damage to or loss of the equipment while leased to the customer, but not caused by the fault of the operator, unless said damage or loss is caused in whole or in part due to the actions and/or inactions of the operator while acting under the control of the customer. In case of total loss of any and all of the equipment resulting from the fault or neglect of the customer, or any third party for whom the customer exercises control over, or due to site conditions not known to LAFAYETTE STEEL ERECTOR, INC., customer agrees to pay LAFAYETTE STEEL ERECTOR, INC. the full replacement value of said equipment.

C) LAFAYETTE STEEL ERECTOR, INC. shall defend, indemnify and hold harmless customer from and against all damage to or loss of the equipment while in possession of the customer, provided said damage to or loss of the equipment is not due to the fault of the operator while acting under the control and supervision of the customer but due solely to the negligence or omission on the part of the operator while not acting under the control of the customer.

7. Insurance. If the equipment is leased on a bare rental basis, provision A (1 – 5) is applicable:

~~A) — Prior to release of LAFAYETTE STEEL ERECTOR, INC.'s equipment, Customer shall obtain, agree to maintain in force during any contract term under this agreement and any incidental agreements entered into by and between the parties subsequent hereto wherein this agreement is referenced and incorporated therein, or the business relationship created from this agreement, at its sole cost and expense, insurance coverage, including Worker's Compensation, General Liability, Automobile Liability, Contractor's Equipment coverage and other coverage that may be requested by LAFAYETTE STEEL ERECTOR, INC. as reflected herein. All policies shall be endorsed to reflect that customer's insurance is primary insurance over any other insurance that may be afforded by LAFAYETTE STEEL ERECTOR, INC. The limits and company providing these coverages shall be acceptable and satisfactory to LAFAYETTE STEEL ERECTOR, INC.:~~

~~(1) — General liability including products, completed operations, XCU coverage. If operations are to be conducted over water, water-crafted exclusion is to be deleted. Per Project Limit of Liability if applicable, contractual coverage in respects to this contract, with Waiver of Subrogation and Additional~~

~~Insured in favor of LAFAYETTE STEEL ERECTOR, INC., \$1,000,000.00/occurrence;
\$3,000,000.00/aggregate.~~

- ~~(2) — Automobile Liability, with Symbol 1, drive other car coverage, and with Waiver of Subrogation and Additional Insured in favor of Lessor, with contractual coverage, \$1,000,000.00/occurrence.~~
- ~~(3) — Worker's Compensation with in Rem, Gulf of Mexico, Outer Continental Shelf, LSHW, Broad Form All States, Voluntary Compensation as required with Waiver of Subrogation in favor of the Lessor, Statutory Limits Each Accident \$1,000,000.00 Disease Policy Limits \$1,000,000.00 Disease Each Employee \$1,000,000.00. LAFAYETTE STEEL ERECTOR, INC. shall be listed an alternate employer under said policy(s).~~
- ~~(4) — Umbrella, as required, with Waiver of Subrogation and Additional Insured in favor of LAFAYETTE STEEL ERECTOR, INC.~~
- ~~(5) — Contractor's Equipment, with "All Risk" including boom and overweight coverage (if equipment operated over water, water borne exclusion deleted) with a deductible not exceeding \$5,000.00. The policy must stipulate payment of the stipulated amount shown in the Equipment Lease in the event of total loss, ("Agreed Value"), and replacement cost coverage for partial loss, with Waiver of Subrogation in favor of the LAFAYETTE STEEL ERECTOR, INC. Loss payment to be paid to LAFAYETTE STEEL ERECTOR, INC.~~

If the equipment is leased on an operated and maintained basis, provision B (1 – 2) is applicable:

B) Prior to release of LAFAYETTE STEEL ERECTOR, INC.'s equipment, Customer shall obtain, agree to maintain in force during any contract term under this agreement and any incidental agreements entered into by and between the parties subsequent hereto wherein this agreement is referenced and incorporated therein, or the business relationship created from this agreement, at its sole cost and expense, insurance coverage, including General Liability, Contractor's Equipment coverage and other coverage that may be requested by LAFAYETTE STEEL ERECTOR, INC. as reflected herein. All policies shall be endorsed to reflect that customer's insurance is primary insurance over any other insurance that may be afforded by LAFAYETTE STEEL ERECTOR, INC. The limits and company providing these coverages shall be acceptable and satisfactory to LAFAYETTE STEEL ERECTOR, INC.:

- (1) General liability including products, completed operations, XCU coverage. If operations are to be conducted over water, water-crafted exclusion is to be deleted. Per Project Limit of Liability if applicable, contractual coverage in respects to this contract, with Waiver of Subrogation and Additional Insured in favor of LAFAYETTE STEEL ERECTOR, INC., \$1,000,000.00/occurrence; \$3,000,000.00/aggregate.
- (2) Contractor's Equipment, with "All Risk" including boom and overweight coverage (if equipment operated over water, water borne exclusion deleted) with a deductible not exceeding \$5,000.00. The policy must stipulate payment of the stipulated amount shown in the Equipment Lease in the event of total loss, ("Agreed Value"), and replacement cost coverage for partial loss, with Waiver of Subrogation in favor of the LAFAYETTE STEEL ERECTOR, INC. Loss payment to be paid to LAFAYETTE STEEL ERECTOR, INC.

8. Indemnification. If the equipment is leased on a bare rental basis, provision A is applicable:

A) — Customer agrees to indemnify, save harmless and defend LAFAYETTE STEEL ERECTOR, INC., its subsidiaries and affiliates and their employees, agents, and insurers (collectively, the indemnities") from and against all loss or expense (including costs and attorney's fees) for any suit, claim, settlement, award, or judgment (hereinafter referred to singularly or collectively as the "claim") because of personal injury, including death at any time resulting therefrom, or loss of or damage to property, including loss of use thereof, sustained by any person or persons, arising out of the use of the equipment, or in

~~consequence thereof, or incidental to, the business relationship existing between the parties hereto pursuant to this agreement and any incidental agreements entered into by and between the parties subsequent hereto wherein this agreement is referenced and incorporated therein, regardless of the cause, including without limitation, causes such as the strict liability, the absolute liability, or the joint or concurrent negligence of all or any of the indemnities. This indemnity obligation of the Customer shall not be limited in any way by the limits of insurance required by LAFAYETTE STEEL ERECTOR, INC. or afforded by the Customer. The Customer also agrees to indemnify and hold harmless LAFAYETTE STEEL ERECTOR, INC. from all loss, cost and expenses arising out of the damage or loss of the LAFAYETTE STEEL ERECTOR, INC.'s equipment including loss of use. The Customer agrees that the valuation of the damaged or lost equipment shall be the full and complete replacement value of said equipment.~~

If the equipment is leased on an operated and maintained basis, provisions B and C are applicable:

- B) Customer agrees to indemnify, save harmless and defend LAFAYETTE STEEL ERECTOR, INC., its subsidiaries and affiliates and their employees, agents, and insurers (collectively, the indemnities”) from and against all loss or expense (including costs and attorney’s fees) for any suit, claim, settlement, award, or judgment (hereinafter referred to singularly or collectively as the “claim”) because of personal injury, including death at any time resulting therefrom, or loss of or damage to property, including loss of use thereof, sustained by any person or persons, and arising out of, or in consequence of, or incidental to, the business relationship existing between the parties hereto pursuant to this agreement and any incidental agreements entered into by and between the parties subsequent hereto wherein this agreement is referenced and incorporated therein caused, including, without limitation, the negligence of the customer, customer employees, agents, subcontractors, invitees, or any other person for whom the customer exercises control over in connection with the use of said equipment. This indemnity obligation of the customer shall not be limited in any way by the limits of insurance required by LAFAYETTE STEEL ERECTOR, INC. or afforded by the Customer. The Customer also agrees to indemnify and hold harmless LAFAYETTE STEEL ERECTOR, INC. from all loss, cost and expenses arising out of the damage or loss of the LAFAYETTE STEEL ERECTOR, INC.’s equipment including loss of use, provided said loss is a result of the fault or neglect of the customer, or any third party for whom the customer exercises control over, or due to site conditions not known to LAFAYETTE STEEL ERECTOR, INC. The Customer agrees that the valuation of the damaged or lost equipment shall be the full and complete replacement value of said equipment.
- C) LAFAYETTE STEEL ERECTOR, INC. agrees to indemnify, save harmless and defend customer, its subsidiaries and affiliates, their employees, agents and insurers (collectively “indemnities”), from and against all loss or expense (including cost and attorney fees) for any suit, claim, settlement, award or judgment (hereinafter referred to singularly or collectively as the “claim”) caused by personal injury, including death, at any time resulting therefrom, or loss of or damage to property, including loss of use thereof, sustained by any person or persons arising out of or in consequence of, or incidental to any defect and/or malfunction of the equipment leased herein, which is the primary cause for the claim. This indemnity shall not be applicable when there are other contributing causes resulting in said claim for which LAFAYETTE STEEL ERECTOR, INC. exercises no control over. In such event, the indemnity set forth in provision B above shall be applicable.
9. Taxes. Customer shall comply with and conform to all laws and regulations relating to the ownership, possession, use or maintenance of the equipment, and save LAFAYETTE STEEL ERECTOR, INC. harmless, defend and indemnify against actual or asserted violations, and shall pay all costs and expenses of every character occasioned by or arising out of the use, and pay promptly when due all taxes and other public charges against or upon the equipment leased by LAFAYETTE STEEL ERECTOR, INC. to customer, as additional rental therefore.
10. Title. All said equipment leased pursuant to this agreement, or the business relationship resulting from this agreement between the parties hereto, and the title thereto shall remain in LAFAYETTE STEEL ERECTOR,

INC.'s name, exclusively. Customer shall keep the equipment free from any and all items and claims, and shall do or permit no act or thing whereby LAFAYETTE STEEL ERECTOR, INC.'s title or rights may be encumbered or impaired. Upon expiration or termination of this agreement and any incidental agreements entered into by and between the parties subsequent hereto wherein this agreement is referenced and incorporated therein, the equipment shall be returned unencumbered to LAFAYETTE STEEL ERECTOR, INC. by Customer at Customer's sole expenses or as agreed to under the "Rental" section of the Equipment Lease and in the same condition as when received by Customer, reasonable wear and tear resulting from proper use thereof alone expected. Customer shall pay rent at the said rate as set forth in the Equipment Lease until all equipment has arrived to LAFAYETTE STEEL ERECTOR, INC.'s premises.

11. Inspection. Customer shall, whenever requested, advise LAFAYETTE STEEL ERECTOR, INC. of the exact location of the equipment and shall give LAFAYETTE STEEL ERECTOR, INC. immediate notice of any attachment or other judicial process affecting the equipment, and shall defend, indemnify and save harmless LAFAYETTE STEEL ERECTOR, INC. harmless from any loss or damage caused thereby. LAFAYETTE STEEL ERECTOR, INC. may, for the purpose of inspection, at all reasonable time enter upon any job, building or place where the equipment is located; and may remove the equipment forthwith, without notice to Customer, if the equipment is, in the opinion of LAFAYETTE STEEL ERECTOR, INC., being used beyond its capacity or in any manner improperly cared for or abused, or if Customer is in default of any of the terms of this agreement and any incidental agreements entered into by and between the parties subsequent hereto wherein this agreement is referenced and incorporated therein.
12. Non-Waiver. Time is of the essence. LAFAYETTE STEEL ERECTOR, INC.'s failure at any time to require strict performance by Customer of any of the provisions contained herein, or conditions contained in any incidental agreements entered into by and between the parties subsequent hereto, shall not waive or diminish LAFAYETTE STEEL ERECTOR, INC.'s rights thereafter to demand strict compliance therewith or with any other provision included in this agreement, or any other incidental agreement entered into by and between the parties subsequent hereto. Waiver of any default shall not waive any other default. LAFAYETTE STEEL ERECTOR, INC.'s rights thereunder are cumulative and not alternative.
13. Possession. LAFAYETTE STEEL ERECTOR, INC. covenants to and with Customer is the lawful owner of said equipment and that, conditioned upon Customer's performing the conditions hereof, Customer shall peaceably and quietly hold, possess and use the equipment during said time without let or hindrance.
14. Default. In the event of Customer's default hereunder, or default under any other incidental agreement entered into by and between the parties subsequent hereto, or becoming insolvent, or if Customer ceases doing business as a going concern, or if a petition is filed by or against Customer under the Bankruptcy Act or any amendment thereto (including a Petition for Reorganization or Extension), or if Customer attempts to remove, sell or transfer or encumber or sublet or part with possession of any equipment of LAFAYETTE STEEL ERECTOR, INC., or if LAFAYETTE STEEL ERECTOR, INC. deems itself insecure, LAFAYETTE STEEL ERECTOR, INC. and/or its agents may, without notice or liability, or legal process, enter into any premise of or under control or jurisdiction of Customer or any agent of Customer where said equipment may be or by LAFAYETTE STEEL ERECTOR, INC. is believed to be, and repossess the equipment, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law so to do; Customer hereby expressly waives all further rights to possession of the equipment and all claims for injury suffered through or loss caused by such possession.
15. Assignment. Neither this agreement, or any incidental agreement entered into by and between the parties hereafter resulting from the business relationship between the parties shall be assignable by the Customer without the written consent of LAFAYETTE STEEL ERECTOR, INC.; the conditions hereof shall bind any permitted successors and assigns of Customer. If LAFAYETTE STEEL ERECTOR, INC. assigns the rents reserved herein or all or any of LAFAYETTE STEEL ERECTOR, INC.'s other rights thereunder, assignee's rights shall be independent of any claim of Customer against LAFAYETTE STEEL ERECTOR, INC.; Customer, on receiving notice of any such assignment, shall abide thereby and make payment as may be directed. Following such assignment, LAFAYETTE STEEL ERECTOR, INC.'s assignee shall have all rights

and responsibilities that LAFAYETTE STEEL ERECTOR, INC. has hereunder, as well as any incidental agreement entered into by and between the parties hereto.

16. Law Governing. LAFAYETTE STEEL ERECTOR, INC. and Customer agree that any and all leases entered into by and between the parties pursuant to this agreement shall be governed by the Louisiana Lease of Movable Act.
17. Corporate Authority. Customer has full legal right, power and authority to enter into this agreement and to perform its obligations under this agreement in any document to be executed and delivered pursuant thereto. The execution and delivery of this agreement and such other documents and the performance and observance of their terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this agreement and such other documents, performance and observance valid and binding upon it. Upon execution and delivery by Customer, this agreement and such other documents shall constitute Customer's valid and binding obligations enforceable in accordance with their terms. LAFAYETTE STEEL ERECTOR, INC. may rely upon the authority of Customer, or Customer's employees in the furtherance of this agreement, as well as any other document which arises out of this agreement and the business relationship which exists between the parties hereto.
18. Arbitration. All disputes, claims and controversies arising out of or relating to this agreement, or the relationship resulting from this agreement, or the validity of this arbitration clause or the entire agreement shall be submitted to and resolved by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. The arbitration will include, if possible, by consolidation or other joinder, all parties necessary to accord complete relief in the arbitration or necessary to avoid the possibility of inconsistent results. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceeding will be held in Lafayette, Louisiana, and the laws of the State of Louisiana will govern.
19. Miscellaneous. All notices relating hereto shall be mailed by LAFAYETTE STEEL ERECTOR, INC. or Customer at respective addresses shown above or at any later address last known to the sender. In case of any default by Customer thereunder, all sums due and to become due thereunder shall, at option of LAFAYETTE STEEL ERECTOR, INC., become payable forthwith. Customer waives all rights under all exemption laws. Customer admits the receipt of a true copy of this agreement. All prior conversations, agreements, or representations related hereto and arising out of or in any way connected with the business relationship between the parties hereto are integrated herein. No modification hereof shall be binding unless in writing, signed and approved by LAFAYETTE STEEL ERECTOR, INC.

LAFAYETTE STEEL ERECTOR, INC.

By: _____

Date: _____

CUSTOMER

By: _____

Date: _____