CONTRACTORS SAFETY COUNCIL OF THE COASTAL BEND, INC. ANNUAL MEMBERSHIP APPLICATION & AGREEMENT REGARDING SERVICES

This application for membership in the CONTRACTORS SAFETY COUNCIL OF THE COASTAL BEND, INC., hereinafter referred to as "CSCCB" is made on behalf of_____, hereinafter referred to as "COMPANY", whose address is:

Mailing Address _____ Billing Address _____

Phone_____ Fax _____ Phone_____ Fax _____

Registration Contact _____ A/P Contact _____

Registration E-mail _____ A/P E-mail _____

Registration _____ / _____ A/P _____ / _____
USERNAME PASSWORD USERNAME PASSWORD

COMPANY acknowledges that, although the purpose of the CSCCB'S training program and services is to improve the safety performance of contractors and their employees, additional training will be necessary. This terms of this Application and Agreement apply to, without limitation, all past, present, and future training and other services provided to COMPANY by CSCCB.

COMPANY understands that it will receive a copy of the CSCCB by-laws and will have its name placed on the CSCCB'S mailing list to receive notices of future meetings, special programs, and notices of training programs being offered. In exchange for membership privileges and access to the services provided to COMPANY by CSCCB, Company agrees to waive any and all rights it now has or may acquire for subrogation, recovery, claim, action, contribution, or cause of action against the CSCCB, its officers, directors, trustees, employees, and agents on account of claims, losses, or damages arising out of or related to any training or services provided by the CSCCB to the COMPANY or its employees. This waiver shall apply regardless of cause or origin of any such claims, losses, or damages, including the negligence, fault, or strict liability of the CSCCB, its officers, directors, trustees, employees, and agents.

COMPANY further agrees that in the event it becomes necessary for CSCCB to engage attorney(s) or debt collection service(s) to collect amounts owed to CSCCB by COMPANY, including, without limitation, amounts invoiced to COMPANY for training or other services provided by CSCCB, COMPANY is responsible for all collection costs and fees, including, without limitation, attorney fees, associated with such collection efforts.

COMPANY and CSCCB on behalf of themselves and their parents, subsidiaries, joint ventures and affiliates and their officers, directors, employees, representatives, successors and assigns, do hereby, mutually contract and agree that any and all claims, disputes or controversies, whether based on contract, quasi-contract, tort, offenses, quasi-offenses or otherwise arising out of or in any way relating to this application and agreement or to the breach, performance, execution or termination of same, whether based on the Constitution, Statutes, Code(s), Ordinances, Regulations or Common Law of the United States or of any State, and all subdivisions of either, including the arbitrability of any claim, dispute or controversy, shall be exclusively resolved by the parties first trying in good faith to settle by Mediation, failing which, settlement of the claim or dispute shall be by binding Arbitration. Unless specifically and mutually agreed otherwise, the Mediation shall be conducted under the Mediation Rules, of, administered by, and conducted by the Neutrals of the American Arbitration Association and the Arbitration shall be conducted under the Commercial Arbitration Rules of, administered by and conducted before an Arbitration Tribunal of the American Arbitration Association. The parties specifically consent that any Judgment or Award rendered by the Arbitration Tribunal may be entered in any Federal or State Court having jurisdiction thereof. Mediation and/or Arbitration shall be the sole remedies available to the parties under this agreement. This Application and Agreement supersedes and nullifies all prior applications and agreements between the parties.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____ 20 _____

COMPANY: _____ MEMBERSHIP FEE: $200.00 ANNUAL ABC MEMBERS $160.00

BY: _____ _____ _____ _____
SIGNATURE PRINTED TITLE E-MAIL

Is a purchase order number required? Yes ☐ #_____ No ☐ Check Attached:_____

This membership is valid for the company listed above, it does not include affiliated companies, or any sub-contractors which the member company may employ. Are you a member of the Texas Coastal Bend Chapter of the Associated Builders and Contractors Inc.? Yes ☐ No ☐ If yes, you will be eligible for an additional discounts.

MAIL APPLICATION TO: Contractors Safety Council of the Coastal Bend, Inc. P.O. Box 23066, Corpus Christi, TX 78403
Phone 361-289-5856

OR FAX APPLICATION TO: FAX: 361-289-6557

OR EMAIL APPLICATION: memberservices@csccb.org

For Office Use Only: Revised 8/19

Member No._____

Date: _____/_____/_____