



# NON-MEMBER APPLICATION

## CONTRACTORS SAFETY COUNCIL OF THE COASTAL BEND, INC. NON-MEMBERSHIP APPLICATION & AGREEMENT

This non-member application for 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 name and address is:

Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Physical Address: \_\_\_\_\_  
Street City State Zip Code

Mailing Address: \_\_\_\_\_  
Street City State Zip Code

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.

COMPANY hereby 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 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.

CSCCB will coordinate the background check process for the COMPANY's prospective/current employees. The COMPANY agrees to provide CSCCB, upon request, with a written disclosure that has been presented to and signed by the prospective/ or current employee and which complies with the requirements with such a disclosure as set out by the Federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et. seq. The disclosure presented to the perspective employee must state that the applicant or perspective employee grants permission to the COMPANY as well as the Contractors Safety Council of Coastal Bend or their agents to investigate the employee's credit worthiness, credit standing, credit capacity, character, criminal history, educational background, general reputation, personal characteristics, or mode of living, for the purpose of determining the perspective/current employee's employment with the COMPANY or the perspective/current employee's access to certain businesses as may be required. The COMPANY also agrees to comply with all requirements of the Federal Fair Credit Reporting Act pertaining to employers who request such information and to request such information only for a purpose allowed under the Federal Fair Credit Reporting Act. Further, **the COMPANY agrees to indemnify CSCCB for any claims brought by any employee or prospective employee of the COMPANY based upon the Federal Fair Credit Reporting Act, including any lawsuits or claims based upon CSCCB's own negligence. The COMPANY acknowledges that this indemnification agreement meets the requirements of the laws of the State of Texas including the express negligence doctrine.**

The undersigned company does not wish to become a member of the CONTRACTORS SAFETY COUNCIL OF THE COASTAL BEND, INC.

We understand that ALL TRAINING FEES ARE TO BE PAID AT THE TIME OF TRAINING. WE WILL NOT BE BILLED FOR ANY TRAINING FEES. BILLING AND DELAYED PAYMENT OPTIONS ARE NOT AVAILABLE TO NON-MEMBER COMPANIES.

This Application and Agreement supersedes and nullifies all prior applications and agreements between the parties.

ACCEPTED AND AGREED TO THIS DAY \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_\_.

BY: Signature \_\_\_\_\_ Title \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ Email: \_\_\_\_\_

This application is valid for the company listed above and does not include affiliated companies, or any sub-contractors which the non-member company may employ.

Member of Associated Builders and Contractors Texas Coastal Bend Chapter? Yes \_\_\_ No \_\_\_

MAIL APPLICATION TO: Contractors Safety Council of the Coastal Bend, Inc.

P.O. Box 23066  
Corpus Christi, TX 78403 -Or-  
7433 Leopard Street  
Corpus Christi, TX 78409

Or FAX APPLICATION TO: (361) 289-6557

**FOR OFFICE USE ONLY!**  
NON-MEMBER NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_