



LOCAL ACKNOWLEDGEMENT OF ATTENDANCE BY
ICGB APPOINTEE #

481 Eighth Avenue
Suite 626
New York, NY 10001
TEL: (212) 757-2011
FAX: (212) 757-2650
E-MAIL: Certs4u@incargear.org

I.		DESCRIPTION OF EQUIPMENT TESTED AND/OR INSPECTED ON:	
(1)	Owned/Operated by:		
(2)	Previously designated ICGB Registration Number(s), if any:		
(3)	Owner identification of Crane, Derrick, Spout, etc.		
(4)	Located on: (ASHORE/AFLOAT)	CITY:	STATE:
(5)	Type of Unit:		
(6)	Service Use:		
(7)	Manufacturer:		
(8)	Model No:	Serial No:	
II.		DESCRIPTION OF PROCEDURES COMPLETED (complete or check as appropriate):	
(1)	This is to record that:		
(a)	<input type="checkbox"/>	Proof-testing, operational testing, and inspection,	
(b)	<input type="checkbox"/>	Operational testing and inspection,	
(c)	<input type="checkbox"/>	Load Indicating or Load Limiting Device checks for accuracy,	
(d)	<input type="checkbox"/>	Other(explain):	
(2)	Were completed with referral to the applicable regulations of:		
	<input type="checkbox"/>	USDL/OSHA	Other:
(3)	A report of these procedures will be submitted to the ICGB Headquarters Office for evaluation and processing		
(a)	<input type="checkbox"/>	With referral to previous certificate(s):	
(i)	<input type="checkbox"/>	By ICGB, or	
(ii)	<input type="checkbox"/>	Other (Explain):	
		Quad Cert. #	Effective Date:
		Issued by:	
(b)	<input type="checkbox"/>	Other data:	
(i)	<input type="checkbox"/>	Manufacturer's design ratings	
(ii)	<input type="checkbox"/>	Owner's Warranty (re: ICGB Form No. 15)	
(iii)	<input type="checkbox"/>	Other (explain):	

(4)	According to the submitted report, it is anticipated that the ICGB Headquarters Office will prepare and issue:		Annual:	Quadrennial:
	(a)	USDL/OSHA cert. form OSHA-71 for:	Other:	
	(b)	And ICGB document form 31 LID for "Load Indicating/Limiting Device"		
	(c)	USDL/OSHA "Notice to Owner of Deficiencies" form OSHA-72		
	(d)	An ICGB document form 25 for	Annual:	Quadrennial:
			Other:	
	(e)	An ICGB "Notice to Owner of Deficiencies" form 26;		
	(f)	An ICGB Report of Survey form 9		
	(g)	An ICGB monthly Wire Rope Report form 33:		
	(h)	Other (explain):		
<small>If a Notice to Owner of Deficiencies, USDL form OSHA-72 is issued in this matter the certification of the equipment is incomplete and a copy of such form OSHA-72 will be forwarded to the local office of USDL/OSHA as is required by associated Federal Regulations.</small>				

III.	APPLICANT MUST COMPLETE THE REVERSE SIDE OF THIS FORM			
<p>ICGB ATTENDING APPOINTEE'S STAMP & SIGNATURE WITH FINAL ATTENDANCE DATE</p>				

GENERAL TERMS and CONDITIONS
FOR ICGB SERVICES
(March 14th 2006)

At the reasonable request of an APPLICANT, INTERNATIONAL CARGO GEAR BUREAU, INC. (i.e., ICGB) will arrange to have an experienced person witness tests to equipment as conducted and/or arranged by such requesting APPLICANT and to complete related inspections in accordance with applicable regulations and standards. Corresponding certificates or other documents or approvals will be processed and provided by the ICGB Headquarters Office at 321 West 44th Street, New York, New York. No OTHER terms or conditions regarding ICGB services shall be effective against or binding upon ICGB, unless expressly agreed to in writing by an instrument signed by an authorized officer of the ICGB Headquarters Office. ALL SERVICES RENDERED IN CONNECTION WITH SUCH A REQUEST SHALL BE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

Unless otherwise specifically provided for by associated ICGB certificates, documents, forms, diagrams, or correspondence, ICGB approval of the working capability of equipment certified or documented is restricted to the certification or documentation of the capability demonstrated and attested to by the specific tests to and inspections of such equipment accomplished in accordance with corresponding standards and requirements for such tests and inspections as established by applicable prevailing Regulations, and consistent with the rated lifting capacity of such equipment as previously documented by other recognized organizations and/or Authorities. ICGB assumes no responsibility for any damages caused by equipment tests nor does ICGB assume responsibility for testing devices and/or weights provided by or with the permission of the APPLICANT. The APPLICANT must maintain a record of, and present to ICGB, verification of the certified accuracy of any testing devices and/or of any weights of test loads utilized in connection with related ICGB certifications and documentations.

ICGB does not assume the continuing responsibility of the APPLICANT to comply with the pertinent safety regulations and standards. ICGB services do not interrupt the continuing responsibility of the APPLICANT to have all equipment presented for ICGB inspection rigged and employed in an approved and safe manner consistent with corresponding manufacturer specifications and associated certifications and documentations. ICGB assumes no responsibility for maintenance or proper use or possible misuse of such equipment. *Such equipment is certified or documented by ICGB in accordance with the tests witnessed and the physical inspections reasonably completed by ICGB, and the rules and regulations on which such tests and inspections are based.*

Additionally, it is the responsibility of the APPLICANT to assure proper use of the equipment and to service, repair, or replace the equipment or components of the equipment as necessary, consistent with any associated ICGB recommendations at the time of and subsequent to the effective date(s) of and within the intent of the associated ICGB certificate(s) and documentation(s) issued.

ICGB is not an insurer or guarantor of equipment integrity or safety. The validity, applicability and interpretation of a certificate issued under the terms of or in contemplation of this agreement is governed by the pertinent rules and regulations under which such certificate is issued. Nothing contained herein or in such a certificate shall be deemed to relieve any designer, builder, owner, manufacturer, seller, supplier, repairer, operator, insurer or other entity of the duty to inspect or any other duty or warranty, express or implied, nor to create any interest, right, claim or benefit in any insurer or other third party. It is understood and agreed that nothing expressed herein is intended or shall be construed to give any person, firm, or corporation, other than the signatories hereto, any right, remedy or claim hereunder or under any provisions herein contained. All provisions herein are for the sole and exclusive benefit of ICGB and APPLICANT, and any certificate or documentation issued as part of the services rendered under this agreement is a representation only to the APPLICANT and is issued solely for the use of the APPLICANT

ICGB certifications and documentations do not include certification, documentation or any other approval for or relating to the stability of, means of attachment to, or structural suitability of working surfaces, platforms, piers, vessels or the like upon which ICGB inspected equipment may be located or to which ICGB inspected equipment may be attached and placed in service, as matters of stability, attachment, and structural suitability are not within the intended or the offered scope of ICGB jurisdiction or services. ICGB extends no warranty of any kind, express or implied, including any implied warranty with respect to services provided by ICGB, and under no circumstances will ICGB be liable to the APPLICANT under or in connection with this Agreement, under any tort, negligence, strict liability, contract or other legal or equitable theory, for incidental or consequential damages, or for the APPLICANT'S cost of effecting cover.

The APPLICANT hereby expressly waives and releases any cause of action or right of recovery which the APPLICANT may have hereafter against ICGB for any loss or damage, except for those claims caused solely by the negligence of ICGB, its agents, employees, officers, directors or subcontractors.

Additionally, any APPLICANT requesting ICGB services agrees to indemnify and hold harmless ICGB from and against any and all claims, including legal fees, which may be brought against ICGB incidental to, arising out of or in connection with the ICGB services and the related procedures. The APPLICANT and ICGB further hereby expressly waive and release any cause of action or right of recovery for indemnification from each other for any loss or damage claimed to have been caused by each party's own strict liability and/or negligence. This agreement of express waiver of right of indemnification for each party's own strict liability and/or negligence shall control regardless of whether this contract for ICGB Services is deemed a maritime contract or a contract existing pursuant to federal, state, or local law.

The APPLICANT requesting ICGB services further agrees that any and all claims or disputes arising out of or in connection with the ICGB services and related procedures shall be determined solely by the United States District Court for the Southern District of New York and/or the Supreme Court of the State of New York.

Any statutes of limitation notwithstanding, the APPLICANT expressly agrees that its right to bring or to assert against ICGB any and all claims, demands and legal proceedings shall be waived unless (a) notice is received by ICGB within thirty (30) days after APPLICANT had notice of or should reasonably have been expected to have had notice of the basis for such claims; and (b) legal proceedings based on such claims or demands of whatever nature are commenced within one (1) year of the date of such notice to ICGB.

ICGB makes no representation beyond those herein contained regarding its certificates, reports, documents, or other services.

On behalf of the APPLICANT, I have carefully read these "General Terms and Conditions for ICGB Services" and the associated Application for ICGB Services and fully understand the terms of these Agreements and the Release of Liability, Indemnity and Hold Harmless provisions.

I represent that I am duly authorized to sign these Agreements and the Release of Liability, Indemnity and Hold Harmless provisions on behalf of the APPLICANT; which Agreements and Release of Liability, and Indemnity and Hold Harmless provisions apply to all ICGB services rendered now or in the future by ICGB until specifically in writing, terminated or superseded by a new agreement between the Applicant and ICGB.

NAME OF APPLICANT (COMPANY)		(PLEASE PRINT)	
BY	SIGNATURE	DATE	
BY	NAME (PLEASE PRINT)	TITLE	