



CONTRACTOR AGREEMENT

This Contract is made effective as of: _____ between Cowboy Industries, LLC (Cowboy) located at 7716 Depot Rd, Unit 1, Lisbon OH 44432 and _____, a corporation located at _____ (Contractor) for the purpose of engaging Contractor to perform the work and/or services described in subsequent work order requests for the approved price quotes provided in "Schedule A".

I. SCOPE OF WORK -

Contractor agrees to supply all equipment, tools, supplies and consumables, labor and materials necessary and incidental for completion of the work described in the requested work orders/price quotes. The work orders/price/quotes are provided in Schedule A. Contractor agrees to complete the work within the time frame set forth within the work order/price quote in Schedule A.

II. PRICE -

The charges for the work described above shall be in accordance with the approved Contractor Work Orders/Price/Quotes provided in Schedule A.

Cowboy Industries

By: _____

Print: _____

Title: _____

Contractor:

By: _____

Print: _____

Title: _____

THIS CONTRACT/WORK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON SUBSEQUENT PAGES HEREOF WHICH ARE MADE A PART OF THIS CONTRACT/WORK ORDER OR SUBSEQUENT CONTRACT/WORK ORDERS. CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR HAS READ AND ACCEPTS THIS CONTRACT/WORK ORDER (S) AND IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON SUBSEQUENT PAGES HEREOF.

SCOPE OF WORK. Contractor agrees to perform for Cowboy the services detailed on this Contract/Work Order in a safe manner, utilizing proper safety equipment, protecting all persons including Cowboy employees, and in conformance with Cowboy's and client safety programs. Work will comply with prevailing laws and regulations as well as in compliance with appropriate industry standards. Contractor affirms that its employees have received all required training and maintains medical and other required employee records.

COMPENSATION. As compensation for the services rendered, Cowboy will pay contractor the amount shown on the approved Contractor Work Order/Price Quote provided in Schedule A. Amount stated represents the maximum contract price for the work. In no event shall contractor exceed the contract ceiling price without Cowboy's prior written approval.

CHANGES. No changes in the Scope of Work shall be performed by Contractor unless agreed to by Cowboy in writing, specifically directing such work to be performed or deleted. The change order is to be signed by both the contractor and an Cowboy representative.

INVOICES AND PAYMENTS. Invoices shall be sent to: **7716 Depot Rd Unit 1, Lisbon OH 44432.** Cowboy shall make payment within forty (45) days from the date on which Client pays Cowboy for contractor services, but not to exceed 120 days, for yard to yard Cowboy hauling. If you are hauling for Cowboy for a third party client and **Cowboy is billing** for the transportation expense, Cowboy agrees to pay you within 7 days of **receipt of payment from the client.** Cowboy agrees to allow your company lien rights on your transportation costs from the *end customer only*. Contractor shall provide to Cowboy, upon request, reasonable written description of any charges on the invoice. It is understood and agreed that no payment on account shall operate as an approval of work, or any part thereof.

TAXES. Contractor shall pay all required taxes on material and labor furnished under this contract, as required by the United States Government and the State in which the work is performed.

TERMINATION. Cowboy shall have the right to cancel the services described, with or without cause, effective after seven (7) days of written notice to Contractor. If Cowboy gives notice of cancellation, Cowboy shall be obligated to pay Contractor only those costs and expenses reasonably incurred through the effective date of termination. Contractor shall have the right to terminate the services described, for cause, effective after seven (7) days written notice to Cowboy.

INSURANCE. Contractor SHALL PROVIDE and maintain, at its own expense, during the execution of the provided services insurance coverage per Insurance Requirements on the following page and shall provide Cowboy and co-insure Cowboy and its client with a certificate of insurance prior to starting any work.

INDEMNIFICATION. Contractor shall indemnify, hold harmless, and defend Cowboy, and/or its partners from and against any and all loss, liability, damage or injury to property or person, personal illness, injury or death including contractor's own employees and contractor's subcontractors' employees, fines, penalties, costs, claims, demands and expenses (including costs of settlement and reasonable legal fees) of whatever type or nature which shall be caused by, arise out of, or in any manner be connected with: (i) contractor's, or contractor's subcontractors', violation of any laws, rules, regulations or orders; (ii) Contractor's breach of any warranty or representation contained herein; or (iii) Contractor's, or its subcontractor's, or their agents or employees, act(s) or omission(s), except to the extent of the sole negligence on the part of Cowboy. In no event shall Contractor or Cowboy be liable to one another for consequential, incidental, or special damages.

FORCE MAJEURE. Except for the obligation to pay for services rendered, neither Cowboy nor contractor will be responsible for its failure or delay to perform described services, in whole or any part, due to events beyond its reasonable control, including, but not limited to, strikes, riots, war, terrorism, fire, acts of God, injunction, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any Instrumentality thereof, whether now existing or hereafter created.

INDEPENDENT CONTRACTOR. Contractor is an independent contractor in all aspects and under no circumstances shall be considered an employee of Cowboy. All work performed by Contractor shall be by contractor's employees or contractor's subcontractors. All employees of contractor and any of its subcontractors must meet the health and safety insurance requirements of Cowboy and its client.

All agreements prior to the date of this work order are to be contained within. This agreement has been read and fully understood.



INSURANCE REQUIREMENTS: Contractor SHALL PROVIDE and maintain at its own expense during the execution of the provided services at least the following insurance coverage and shall provide Cowboy with a certificate of insurance prior to starting any work:

Type:	Limits:
Workmen's compensation	Statutory Limit (box checked)
Employers Liability	\$1,000,000
Comprehensive General Liability	\$1,000,000 per occ \$2,000,000 aggregate. <u>(or amount client is requesting for Cowboy)</u>
Automobile Liability	\$1,000,000 each person, \$1,000,000 per occurrence. <u>(or amount client is requesting for Cowboy)</u>
Environmental Liability (When applicable)	\$1,000,000 per occurrence, \$2,000,000 aggregate <u>(or amount client is requesting for Cowboy)</u>
Professional Liability (When applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate <u>(or amount client is requesting for Cowboy)</u>
Property Coverage (Contractors Tools)	Limit is determined per Job <u>(or amount client is requesting for Cowboy)</u>

Certificate Holder: Cowboy Industries, 7716 Depot Rd Unit 1, Lisbon OH 44432

Contractor shall name Certificate Holder and [client's name] as an additional Insured on such policy(s) and the policy(s) shall provide for 30 days notice to Cowboy prior to termination, for any reason, of the policy(s).

Additional insured endorsements CG 2026 and CG 2037 04 on the General

Liability policy. Coverage is to be primary and non-contributory.

Waiver of subrogation endorsements shall be endorsed onto the workers compensation, general liability policy, and auto liability policies.



SCHEDULE A

SCOPE OF WORK

Upon acceptance of a signed proposal/agreement, or purchase order, Subcontractor will complete the following scope of work:

COST OF SERVICES

Subcontractor will perform the Scope of Work described above in accordance with the following fee schedule: