Contractor / Vendor (Company Name & Address):_____

Service Period:_____ Date:_____

Each Contractor / Vendor who is hired to perform a project at The City of Fort Oglethorpe must provide the proper equipment, tools, and personnel. No Contractor / Vendor will be permitted to use any equipment, tools, or personnel belonging to or employed by The City of Fort Oglethorpe If the Contractor / Vendor comes unprepared, he / she will be asked to leave the premises, and another service call may be scheduled.

Independent Contractor / Vendor Status
Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating an employment relationship between the parties. The Contractor / Vendor at all times will remain an independent contractor with respect to the work to be completed under this agreement.

Responsibility
The Contractor / Vendor must provide the proper equipment, tools, and personnel. The Contractor / Vendor shall not be permitted to use any, tools, or personnel of The City of Fort Oglethorpe If the Contractor / Vendor comes to the worksite unprepared, he / she will be asked to leave the premises, and another service call may be scheduled. Vendor should also abide by all The City of Fort Oglethorpe safety rules and guidelines while at the worksite.

Indemnification / Covenant Not to Sue
The Contractor / Vendor shall be liable for, and shall defend, indemnify and hold harmless The City of Fort Oglethorpe and its officers, employees, agents and contractors from any claims or threatened claims of any kind, any lawsuits or causes of action of any kind, and any liabilities, losses, damages (compensatory, punitive, or exemplary), equitable relief, costs, reasonable attorneys' fees or expenses (hereinafter referred to as "Loss"). , which directly or indirectly result from or are in any manner connected or related to or alleged to be connected or related to the Contractor / Vendor's preparation or performance of any work at the The City of Fort Oglethorpe facility, including without limitation any loss resulting from or caused by or alleged to result from or have been caused by, in whole or in part, the negligence of The City of Fort Oglethorpe. The Contractor / Vendor, for itself and its employees, agents, and contractors, hereby covenants and agrees that it will not at any time make any lawsuit, claim, demand, nor cause or allow to be prosecuted in its name any action at law or in equity against The City of Fort Oglethorpe, its employees, agents, officers, directors or affiliated companies, for or because of any personal injury, death, or property damage, whether foreseen, sustained or resulting directly or indirectly from the preparation or performance of any work at the The City of Fort Oglethorpe facility by the Contractor / Vendor. The Contractor / Vendor acknowledges and agrees that it has received valuable consideration for making this agreement.

Certificates of Insurance
Contractor / Vendor must provide The City of Fort Oglethorpe with certificates of insurance with adequate insurance limits: General Liability (minimum 1 million, aggregate 2 million per occurrence), Automobile (minimum 1 million), Workers Compensation and Employers, Liability. The City of Fort Oglethorpe must be named as additional insured and certificate holder under the Contractor / Vendor's policy with 30 day notification of policy cancellation, and The City of Fort Oglethorpe must receive a waiver of subrogation rights by the Contractor / Vendor's carrier. Contractor / Vendor's insurance shall be primary to any other insurance coverage's.

Amendment
The entire agreement between parties is contained in this document. This agreement supercedes all oral agreements and negotiations between parties relating to its subject matter. All amendments to this agreement must be made in writing and approved by both parties.

I have read, understand, and agree to the terms set out above, as well as acknowledge that a signed, faxed copy of this agreement will have the same power and effect as an original document.

_____   _____
Contractor / Vendor (Officer of the Company)   Date

_____
Print Name and Title