

**Dana Gunnell**

Corporate Address:  
339 West 13490 South  
Draper, UT 84020  
Phone: 801.657.1414

To: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

Purchase Agreement # \_\_\_\_\_ Agreement Date \_\_\_\_\_

Project # \_\_\_\_\_ Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

This agreement, including attachments, consists of \_\_\_\_\_ total pages.

The work described in herein shall be performed in accordance with the prime contract between **Dana Gunnell Limited Liability Company** (Contractor) and \_\_\_\_\_ (Owner) and in accordance with all plans, specifications and other contract documents attached to or incorporated into the prime contract.

**SECTION 1 - SCOPE OF WORK**

The vendor agrees to furnish, supply, and deliver the goods and/or services described below in complete accordance with drawings and specification sections **[insert specification sections required by this purchase agreement here]**, for the vendees use and/or incorporation in the above captioned project, with the following being the only exceptions:

**1. Scope Exclusions**

1.1 [Insert specific exceptions as identified through buyout bidding and buyout negotiations here. If no exceptions exist, say "No exceptions" here]

Your attention is specifically called to the following items which are included in the scope of work, but without limiting the scope of work as provided above:

**2. Scope Inclusions**

2.1 [Insert specific items that warrant additional attention as identified through the bidding and buyout process as a point of clarification. Do not get too specific in generating a long list as the argument can then be turned against you that if it is not on the list, they don't have it.]

**SECTION 2 - PRICE**

Cost Code	Description	Quantity	Unit Price	Subtotal
	<b>Taxes:</b>			
	<b>TOTAL:</b>			

Contractor agrees to pay Vendor for the strict performance of his work, the sum of \$ \_\_\_\_\_ (\_\_\_\_\_ and 00/100 Dollars) subject to adjustments for changes in the work as may be directed in writing by contractor. All applicable sales taxes are included. No restock or pick-up fees will be charged on materials delivered and not used by Contractor.

The Price is inclusive of all costs, overhead and profit relating to performance and completion of the Vendor's Work under this Agreement. Escalation costs applicable to all labor and materials necessary for completion of the Work, and mobilizations, as required, are included in the Vendor Price.

**SECTION 3 – SCHEDULE AND DELIVERY**

**A.** Ship via Free on Board (FOB) Destination, freight prepaid and allowed to the following:

<b>Attention:</b>	
<b>Phone #:</b>	
<b>Address:</b>	
<b>Special Instructions:</b>	

- B.** All deliveries to the site will be scheduled through a Contractor Superintendent 48 hours in advance.
- C.** Deliveries will be accompanied by a Bill of Lading which will display the following information:
  1. Vendor name and phone number.
  2. Jobsite Contact name and cell phone number.

- 3. Project name and number.
- 4. A complete listing of all materials/equipment that is delivered.
- D. Unloading and storage of materials at the jobsite is to be coordinated through Contractor's Superintendent.
- E. Vendors will deliver materials in accordance with Contractor's construction schedule which may be updated from time to time. The expected delivery date(s) are as follows:

Description	Delivery Date

**SECTION 4 - STANDARD CONDITIONS**

- A. Vendor warrants that the prices charged in connection with this order conform to all applicable government regulations. Vendor further warrants and agrees to defend and hold harmless the Vendee from and against all suits or claims arising herefrom for infringement of any patent rights held or alleged to be held by others.
- B. Vendor acknowledges Vendee's status as a consumer. If a sales tax is applicable to the purchase hereunder, Vendor agrees to pay such taxes.
- C. Unless otherwise stipulated on the face of this agreement, Vendor shall designate shipping routes and methods (subject to other provisions hereof) and shall be fully responsible for the selection of the most expeditious and reliable means of accomplishing delivery to destination according to the terms hereof. While Vendor will not be responsible for shipping delays of a general or industry-wide nature such as general transportation strikes, embargoes, acts of God or national emergencies, Vendor agrees to exercise all due diligence to anticipate and mitigate the effects of such delays, and shall extend full cooperation to Vendee in recovery and re-routing of such shipments when and as required to meet critical delivery schedules.
- D. Unless otherwise stipulated on the face of this agreement, terms shall be f.o.b. jobsite, freight prepaid. At Vendee's option, a minimum handling charge of \$5.00 may be assessed against vendor to partially defray the additional clerical expense attendant upon making of separate disbursements and obtaining verification of payment from third parties where shipments have been made on a "freight collect" basis.
- E. Vendor acknowledges right of Vendee to cash discount terms for prompt payment of invoices under this agreement equally favorable to those of terms granted other trade customers of Vendor. Vendor warrants that such equally favorable terms have been offered, or have been inserted herein at the time of the execution of this agreement. Where payment terms have not been stipulated in the space provided therefor, Vendor shall insert terms according to the foregoing or, in the event his/her failure to do so, Vendee shall have the option to apply the cash discount terms normally in use for the type of goods covered by the order. Vendor further agrees that any cash discount may be taken by Vendee on either the 10<sup>th</sup> or 25<sup>th</sup> of the month, whichever date next succeeds date of receipt of invoice in Vendee's office.

In the event invoice to be discounted is for goods deemed by Vendee to require conformation of delivery to jobsite in sound condition, Vendor further agrees that the discount terms may be extended to provide reasonable time, not to exceed 5 days (Saturday, Sunday and holidays excluded) to permit Vendee to secure such confirmation from field sources. On any order for which Vendor does not grant a cash discount, the payment terms hereof shall be the same as those applying to the Vendee under the prime contract or, in sole discretion of Vendee, net 30. In no instance shall invoices rendered for goods hereunder be considered due until 5 days following receipt of payment therefor to Vendee by the Owner if any act or omission of Vendor shall have contributed to delay or omission of periodic or final payment under said prime contract. Vendor further agrees that no payment hereunder shall be considered due until and unless delivery of the goods for which invoices are rendered has been accomplished in a satisfactory manner and in full compliance with the terms hereof.

- F. Vendor acknowledges and warrants that payment by Vendee, under this agreement, is conditioned upon timely delivery to the Vendee of goods fully complying with the contract documents in sound, usable and acceptable condition. Nothing in this agreement shall be construed or act to create a contractual relationship between Vendee and any shipper of goods hereunder. It shall be Vendor's sole responsibility to arrange for delivery of goods without liability to the Vendee.
- G. The parties agree that in the event any controversy should arise between them as a result of this purchase agreement, then in that event, the Utah County District Court in American Fork, Utah shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies. In the event the said court shall find, as a matter of law, that it does not have jurisdiction over the subject matter of the litigation, then such litigation may be heard by such other court in the State of Utah, or elsewhere which does have jurisdiction over the subject matter related to such litigation. It is further agreed that any written notification or communication connected with this order shall be deemed delivered and received by Vendor when mailed or delivered by hand to an agent or representative of Vendor; or mailed to Vendor at address appearing hereon or to any office maintained by Vendor.
- H. When this agreement covers goods and/or services to be used and/or incorporated in projects governed by prime contracts with the United States government, all applicable clauses affecting manufacturers and suppliers shall be, and are hereby adopted and incorporated herein by reference and shall have all the same force and effect as if recited herein in full. Where applicable, Vendors may be required to furnish copies of purchase orders for fabricated or manufactured items in connection with this agreement from third parties for delivery to this project without further processing from the Vendor. Vendor further agrees to extend full cooperation to Vendee in the preparation and submission of any claims involving goods and/or services under this agreement and, when requested, to extend full cooperation to the Vendee in the preparation and submission of proposals under Value Engineering Clauses.
- I. Time is of the essence of this agreement. The Vendor, having stated or acknowledged the required delivery date or dates, shall be responsible for the necessary execution of orders, planning, scheduling, correlation of documents, preparation, submission and approval of shop drawings, samples, schedules, templates, coordinating and expediting of shipping procedures and shall do all things necessary to guarantee delivery of this order by the stipulated date or dates. Vendor agrees to exercise due diligence, and to cause each of its authorized agents or representatives to exercise due diligence in executing and processing this order in all of its terms. Vendor agrees to keep the Vendee fully informed as to the delivery status of the materials, goods or services as represented by this order, and to advise the Vendee, in writing, of any delay, circumstance or development in the execution, processing, or shipment of this order which may impair his/her ability to meet the required delivery date or dates or which may otherwise affect the discharge of his/her obligations under this agreement. Should the Vendor fail in this, or in any other requirements of the agreement, Vendee may, at its option and in its sole discretion, modify or cancel this order upon 3 days written notice to the Vendor and Vendee may place or re-place the order, in full or part, with others: all without prejudice to any other right or remedy it may have. Vendor acknowledges liability for damages to the Vendee resulting from the Vendor's failure to perform in a timely manner. In any determination of damages directly attributed to failure or deficiency in the performance of the Vendor it is agreed that Vendee shall recover all damages it may sustain, as well as all costs and attorneys' fees which may arise from the enforcement of any suit for damages under this agreement. In the event the Vendor is delayed in the performance of his/her obligations under this

agreement by any circumstances beyond his/her control, and for which the owner grants time extensions, he/she hereby agrees to notify the Vendee immediately by filing a written request with Vendee's home office for an extension of time within two (2) days of the date on which the first delay occurred; otherwise he/she shall waive any future claim with respect to such delay. Vendee will promptly relay any such request deemed valid to the appropriate authority, but shall not be responsible for its acceptance, nor shall this agreement be construed in any way to require acknowledgement by the Vendee of any cause for the delay to be accepted by cognizant authority.

- J. The Vendee shall have the right, and such it is acknowledged, to withhold a fair and equitable amount from any payment due hereunder pending satisfactory settlement of any claims against the project or against the Vendee by third parties for the account of the vendor, or for disputes involving the vendor or other vendors or subcontractors, wherein the Vendee is directly or indirectly an interested party. It is further agreed that the Vendee may withhold a fair and equitable amount from any payment due hereunder pending satisfactory settlement of any charges, expenses or costs incurred as a result of failure of the materials, goods, or services represented by this order to fully meet the requirements of the plans and specifications. It is further agreed that the Vendee may withhold payment on this order without Vendor's claim for payment or security on the project if Vendor shall fail to honor any representations or warranties, express or implied, as to the materials furnished under any agreement between the parties.
- K. The Vendor hereby agrees to submit or resubmit any and all shop and fabrication drawings, design and performance data, certificates, tests, samples, templates, operating and/or maintenance manuals, schedules, color selections and descriptive product data promptly and as required by the Contract Documents, and/or as directed by the Vendee, all in a sufficient quantity as to adequately provide for the needs of all interested parties. Approval of any of the foregoing by the Vendee, the Owner, or the Owner's authorized agent shall under no circumstances alter the requirements of the Contract Documents or plans and specifications for quality, quantity, finish, dimension, design, and configuration; nor shall such approval constitute acceptance by the Vendee of any method, material, or equipment not satisfactory to the Owner or the Owner's authorized agent; nor shall such approval, or the lack thereof, relieve the Vendor of any of its responsibilities to the Vendee pursuant to this agreement. The Vendor further agrees that the cost of all design, drawings, tests, samples, templates and mock-ups pursuant to this agreement, together with field measurements, sampling and shipping or delivery expense connected with any of the foregoing, is included in the amount of this purchase agreement, except that the Vendee agrees to furnish field dimensions upon request when same may be obtained in less than two hours time by supervisory personnel normally present on the project at the time of the request. The Vendor hereby agrees that the entire cost of altering, reworking and refinishing any manufactured or fabricated items not conforming to the approved designs, drawings, templates or samples shall be borne by the Vendor.
- L. Any proposed substitution of materials, equipment, or methods of fabrication for those shown or specified in the contract documents shall be approved in writing by the architect/engineer and by the Vendee if such fabrication is proposed subsequent to bidding. If any such substitution involves changes in the work of the Vendee or others from that required by the original item, and such change has not been brought to the Vendee's attention, in writing, prior to the date of this agreement, the cost of any such change shall be borne by the party making the substitution.
- M. In general, and subject only to the provisions hereof, the Vendor shall be bound to the same Vendee by the same terms and conditions by which the Vendee is bound to the Owner. Vendor agrees to furnish a full lien waiver as a condition of final payment, and further agrees to furnish partial lien waivers, upon the request and at the option of the Vendee. All costs of defending the Owner or the Vendee against claims, including mechanical liens asserted or filed against them by creditors of the Vendor shall be deducted from monies otherwise due, provided that a sufficient balance to cover such costs remains unpaid at the time notification of the claim is received. If the full amount of this agreement has been paid or if balance due is not sufficient to offset such costs, the Vendor agrees to reimburse Contractor for any and all expenses arising from the claim or claims, including reasonable attorney fees and costs.
- N. Vendor acknowledges that he/she has familiarized himself/herself with all of the conditions of the locality, project, plans and specifications and any other factor or circumstance which may affect his/her performance under this agreement, and nothing in this agreement shall obligate or render the Vendee

liable for additional payment to the Vendor on account of his/her misunderstanding or failure to familiarize himself with such factors and conditions.

- O. If called for on the face of this agreement, Vendor agrees to furnish a good and sufficient Supply Bond with a Surety and on a form acceptable to the Vendee within ten days following receipt and execution of this agreement. Vendor further agrees, in the event said Supply Bond is not called for on the face of this agreement and is not an original condition of this agreement, to obtain and furnish such Supply Bond covering the remainder of his/her obligations hereunder at any time during the life of this agreement upon seven days written request by the Vendee. Unless otherwise stipulated, the cost of such Supply Bond shall be borne by the Vendee.
- P. It is agreed that the Vendor shall not assign or sublet this agreement or any part hereof, including payments hereunder, without first obtaining the written consent of the Vendee. Unless specifically waived in writing by the Vendee, it is agreed that Vendee shall have a prior claim against payments due or to become due under this or any other agreement between the parties in the event Vendor fails to comply or shall become disabled from complying with the terms of this or any other agreement between the parties. In the event any claim or claims are asserted against the Vendor by parties supplying material or services to the Vendor for use under this or any other agreement between the parties, it is agreed that set off of the proceeds due or to become due hereunder shall exist in favor of the Vendee retroactive to the date of this agreement.
- Q. In receiving payment hereunder, Vendor agrees to apply such payment only against this order, and only against the account of the Vendee on or for this project, unless written consent of Vendee shall first have been obtained for application of payments, hereunder against some other account.
- R. Vendor hereby agrees, at the option and request of Vendee, to submit any billing for partial or "Progress" payment on a form and with certification as supplied by Vendee.
- S. If the terms of this agreement provide for the purchase of materials on a unit price basis, the unit of measure for payment shall be one for which certified verification of weights or quantities can be furnished at the time of delivery. Otherwise, Vendor agrees that Vendee is without means of ascertaining the accuracy of volumetric or other units of measure at the point and time of load delivery, and agrees that receipt of load tickets by Vendees representative at the point of delivery does not constitute acceptance of Vendor's quantities for payment purposes. In the event the parties fail to agree on the actual quantities delivered, Vendee shall have the right to measure quantities of work in place and make final settlement on the basis of such measurement.

**SECTION 5 - INDEMNIFICATION**

- A. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless Contractor, the Owner, Architect, Architect's Vendors, any other entities as required by Owner to be named as Additional Insureds, and officers, directors, partners, member, agents and employees of any of them (collectively, "Indemnitees") from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting, whether directly or indirectly, from performance of Vendor's Work and/or Products or Services under the Agreement, to the extent caused in whole or in part by negligent acts or omissions of Vendor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.
- B. To the fullest extent permitted by law, the Vendor shall indemnify, defend, and save the Indemnitees harmless from any and all Claims attributable to bodily injury, sickness, disease, or death brought by or on behalf of Vendor, its employees, regardless of how such Claim is caused, or the negligence of any party. The Vendor, hereby waive immunity of Workman's Compensation Acts or similar laws and assume liability for any actions brought by their own employees against Indemnitees. Upon receipt of a tender of claim (or demand for defense/indemnity) from Contractor, The Vendor shall proceed as set forth in sub-section A above.

- C. In claims against any person or entity indemnified under this Paragraph by an employee of Vendor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- D. The obligations of Vendor under this Paragraph shall not extend to the liability of the Architect, the Architect's Vendors, and agents and employees of any of them arising out of:
  - 1. the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or,
  - 2. the giving of or the failure to give directions or instructions by the Architect, the Architect's Vendors, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

**SECTION 6 - INSURANCE**

Vendor shall purchase and maintain insurance of the following types of coverage and limits of liability. These insurance requirements and the obligations of the indemnification agreement stated above shall also apply to anyone hired by Vendor for work under this Agreement. All insurance policies required by this Agreement shall be written through companies authorized to transact the particular class of insurance provided in the state in which Project is located. **The Vendor shall provide evidence of insurance coverage to Company. The Vendor shall not provide work or service for Contractor until properly completed original certificates of insurance have been received and approved by Contractor.**

**Insurance Requirements for Vendor's providing services ONSITE:**

**A. Workers' Compensation and Employer's Liability:**

State:	Statutory
Employers Liability	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease, Policy Limit
	\$ 1,000,000 Disease, Each Employee

A waiver of subrogation in favor of Additional Insureds shall be attached to the policy.

**NOTE: Independent Contractors are required to complete an Independent Contractor's Form provided by Contractor**

**B. Commercial General Liability (Occurrence Form):**

- 1. Combined Bodily Injury and Property Damage
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Personal and Advertising Injury
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate

Required GL Endorsements:

- 1. Additional Insured status in favor of Company and any other party as required by Contractor.
- 2. Primary and non-contributory endorsement.
- 3. Waiver of Subrogation in favor of additional insured parties
- 4. Coverage for Property in the care, custody, and control of Vendor

Prohibited Exclusionary Endorsements

- 1. Contractual Liability

**C. Business Auto Policy:**

1. Combined Bodily Injury and Property Damage
2. \$1,000,000 Combined Single Limit
  - a. Contractor and Owner, shall be included as an additional insured and a waiver of subrogation shall be applicable for all additional insureds.
3. The following coverages must be included:
  - a. Owned Automobiles
  - b. Non-Owned and Hired Automobiles
  - c. If hauling of hazardous waste is part of the Vendors Work, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO form or equivalent for Pollution Liability Broadened Coverage for Business Automobile.

**D. Commercial Umbrella/Excess Liability Insurance** for bodily injury and property damage liability must sit over Vendor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of:

*\$1,000,000 each occurrence and aggregate.*

All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy.

Higher limits may be required by Contractor or Owner on a project by project basis.

Vendor's Excess/Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions of the policy, in excess of all available underlying coverage before any primary or excess coverage held by any Additional Insured.

**ADDITIONAL INSURED**

Contractor, Owner, and all their respective affiliates, subsidiaries, successors, directors, officers, employees and agents and any other party as required by Contractor must be endorsed on the Vendor's General Liability, Automobile, and Umbrella Liability as an "Additional Insured." If applicable, coverage for additional insured must be both for ongoing and completed operations.

**Insurance Requirements for Vendors providing services NOT LOCATED ONSITE**

**A. Workers' Compensation and Employer's Liability:**

State:	Statutory
Employers Liability	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease, Policy Limit
	\$ 1,000,000 Disease, Each Employee

A waiver of subrogation in favor of Additional Insureds shall be attached to the policy.

**NOTE: Independent Contractors are required to complete an Independent Contractor's Form provided by Contractor**

**B. GENERAL LIABILITY INSURANCE - OCCURRENCE FORM**

Commercial General Liability Insurance must be carried with at least the following limits of liability:  
General Aggregate \$2,000,000

Products-Completed Operations Aggregate \$2,000,000  
Personal & Advertising Injury \$1,000,000  
Each Occurrence \$1,000,000  
Fire Damage Legal Liability \$50,000  
Medical Expense \$5,000

Prohibited Exclusionary Endorsements  
1. Contractual Liability

**Conditions- Applicable to all Vendors**

**B. Property Coverage**

1. Vendor shall maintain at its sole cost and expense insurance to protect its stock and the personal property of others in the amount of the replacement cost of the property (as described in this Agreement or related documents)
2. Contractor and Owner must be listed as loss payees
3. Coverage must be primary
4. Vendor is solely responsible for any deductibles, self insured retentions or uninsured losses for any reason arising out of Vendor's obligations of this Section.
5. The following coverages must be included:
  - a. Offsite Storage
  - b. Transit - If transit coverage is provided through a Common Carrier, then Vendor shall arrange and provide evidence to Contractor that Common Carrier's policy shall cover common carrier's legal liability for loss or damage to property (as described in this Agreement or related documents), for replacement value of property while under the common carrier's care, custody, and control FOB jobsite. Coverage shall include property in transit and property that is being loaded or unloaded.

The Vendor shall furnish a certificate of insurance on ACORD form 25-S as evidence that the above insurance is in force stating policy numbers, dates of expiration, limits of liability and coverages there under, the name of the project or "Any and All Operations" and to the extent reasonably available, providing that the insurance shall not be cancelled or materially changed until the expiration of thirty (30) days after written notice of such cancellation or change has been mailed to and received by the Contractor. An original of such notice shall be sent via mail to certificate holder. Maintenance of the foregoing insurance coverage shall in no way be interpreted as relieving the Vendor of any responsibility hereunder. The Vendor may secure, at the Vendor's own expense, such additional insurance as the Vendor deems necessary.

All policies are to be written through companies duly entered and authorized to transact that class of insurance in the state in which the job is located. The Insurance Companies must have an A.M. Best rating of A-, VIII or better in the most recent Best's Key Rating Guide.

Approval, disapproval or failure to act by Contractor regarding any insurance supplied by the Vendor shall not relieve the Vendor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Vendor from liability.

All insurance coverages maintained by Vendor shall include a waiver of any right of subrogation of the insurers thereunder in favor of Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted)

**SECTION 7 - INDEPENDENT CONTRACTOR STATUS**

The Vendor certifies that it is, or that prior to the commencement of Work under this Agreement it will become an “independent contractor” and “employing unit” subject, as an employer for purposes of, and shall comply with, all applicable laws and regulations with respect to such status. The Vendor agrees the Contractor shall have no control over the obligations for or to the Vendor, its employees, agents, or suppliers during the term of this Agreement, other than on the project site as the site is defined in the Specifications.

Contractor will not in any way be liable as an employer of, or on account of, any of the employees of Vendor, and nothing herein shall be construed to create an employment relationship between Contractor and Vendor. Vendor agrees to defend Contractor against any claim or assertion of an employer-employee relationship between Contractor and Vendor’s workmen, and to indemnify and hold Contractor harmless against any expense or liability imposed upon Contractor by reason of a finding of such an employer-employee relationship.

**NOTE: Independent Contractors are required to complete an Independent Contractor’s Form provided by Contractor**

**SECTION 8 - SAFETY**

Prevention of accidents at the site is the responsibility of the Contractor, Vendor, and all other subcontractors, persons and entities at the site. Vendor shall be bound by the Contractor’s Safety and Health Manual and relevant federal and/or state OSHA requirements. Hard hats, safety glasses, reflective vests, and proper work boots shall be worn at all times while on site. If the task requires hand protection, gloves shall be worn and provided by the Vendor. Establishment of a safety program by the Contractor shall not relieve the Vendor of its safety responsibilities. The Vendor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by authorities having jurisdiction over the Project or Vendor, and by the Contractor and Owner, including, but not limited to, requirements imposed by the Contract Documents and all applicable laws.

IN WITNESS WHEREOF, the parties hereto have executed this agreement for themselves, their heirs, executors, successors, administrators and assigns, on the day and year first written above.

**Dana Gunnell Limited Liability Company**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date  
(Printed name of authorized agent)  
  
Contractor's License #

**Vendor Name**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date  
(Printed name of authorized agent)  
  
Contractor's License #

(Faxed or Scanned signatures are acceptable and shall be legal and binding)

Vendor is (check as applicable):

Company is incorporated                      Federal Tax I.D. No. \_\_\_\_\_  
 Company is not incorporated                      Social Security No. \_\_\_\_\_

For projects in which Sales and Use taxes are not collected as part of the permit process, Tax Identification numbers are required:

State Sales Tax I.D. number: \_\_\_\_\_  
City, County or Project Tax I.D. number \_\_\_\_\_  
Local District Sales Tax Name and I.D. number: \_\_\_\_\_

*Note:* Please provide copies of all sales tax licenses listed above