

# EMR, Inc. Subcontractor Purchase Order

Step 1 - Subcontractor Sign & Fax to EMR Project Manager

Step 2 - Insurance Agent Fax and Mail Certificate to EMR Project Manager

Date: 12/09/09 EMR Project # 9114 Project Name: DDWG Preventive Maintenance, RAFB,

Subcontractor: H&H Carpet, Inc  
Street Address: 1251 Watson Blvd  
City/State/Zip: Warner Robins, 31088  
Phone: (478) 922-7747 Fax:

I have read, understand and accept the terms below

By

Signature: \_\_\_\_\_

Title & Name: \_\_\_\_\_

EMR, Inc.  
349 Margie Drive  
Warner Robins, GA 31088

By

Signature: \_\_\_\_\_

Lemuel L. Campbell,  
Project Manager

1. Subcontractor Services - What/Where/When: Provide all material, equipment and labor to install 1 ea. Johnsonite stair tread in Building 385
2. Additional Pages attached to P.O. 2
3. Cost this P.O. = \$203.79
4. *Cost shall not exceed this amount unless written change order signed by EMR, Inc.*

## Terms of Agreement

The Parties to this Subcontractor Purchase Order, and attachments hereto, ("Agreement") are the above stated Subcontractor ("SUB") and Environmental Management Resources, Inc. ("EMR"), a Washington corporation. The Parties have executed this Agreement as of the date first written above. This Agreement constitutes the entire understanding between the Parties and cancels and supersedes any prior negotiations, understandings, or agreements, whether written or oral, with respect to the above listed Services ("Services"). SUB agrees to perform the Services in consideration for EMR payment to SUB of the above listed Cost of Services ("Costs"). Either party may terminate the Agreement on written notice to the other party. All terms that follow in this Agreement survive termination. EMR is not bound by any acceptance containing terms at variance with this Agreement.

Assignment, subcontracting, waiver, or amendment of all, or part, of this Agreement must be by a written document signed by both Parties. If a court of competent jurisdiction finds any part of this Agreement to be invalid, the remaining parts shall not be affected. SUB is an independent contractor and is not part of a joint venture or partnership with EMR. Except as expressly authorized in advance by EMR, SUB shall maintain as confidential (and shall cause its employees and agents to maintain as confidential) any data, documents, reports, or other information related to the Services or this Agreement.

SUB is responsible for all aspects of its work providing the Services. SUB shall comply with health and safety requirements of both EMR and Client. This Agreement is governed and enforced by the procedural and substantive laws of the State of Kansas. Litigation arising out of this Agreement shall be instituted and maintained only in the District Court of Douglas County, Kansas, and the Parties consent to this court's jurisdiction over their person and over the subject matter of any such litigation and consent to service of process issued by this court. EMR is an equal opportunity employer without regard to race, creed, color, sex, age, national origin, disabled or veteran's status and expects SUB's compliance with applicable laws, orders, and regulations as well.

Unless other terms are specified under Costs, SUB's payment for the Services shall be made only after EMR has received final payment for the Services from Client. Acceptance of final payment by SUB shall constitute a waiver of all claims by SUB against EMR and Client.

EMR is not an insurer of SUB's work. SUB shall defend, indemnify, and save harmless EMR, its agents, officers, directors, and employees from and against any claim, expense (including, but not limited to, attorney fees), loss, or damage, irrespective of cause or origin, arising out of or related to the performance or nonperformance of the Services or this Agreement or from negligence, active or otherwise, of EMR, its agents, officers, directors, or employees.

**Insurance Certificate.** SUB shall provide EMR an original Certificate of Insurance for (1) Commercial General Liability Insurance (1986 occurrence form) \$2,000,000 occurrence & \$4,000,000 aggregate; (2) Workers' Compensation as required by state law, if optional under state law, SUB must have coverage anyway; (3) Comprehensive Automobile Liability Insurance including Bodily Injury and Property Damage on all vehicles used in the performance of this Agreement, \$1,000,000 combined single limit; (4) These policies shall not include any exemptions for work within 50 feet of railroad property, shall waive SUB's rights against EMR for recovery of damages covered by SUB's insurance (no insurer subrogation), and shall be primary with respect to any insurance carried by EMR; (5) The Agreement requires EMR and Client to be listed as additional insureds, provide for severability of interests and shall include a cancellation clause providing at least 30 days written notice to EMR. EMR shall pay no deductibles under any of SUB's insurance.