

SHORT FORM SERVICE CONTRACT

This Agreement entered into effective this day of, , 2015, between Enhanced Environmental & Emergency Services, Inc. ("we," "our," or "us") and ("you") concerns services and work to be provided by us.

1. **RESPONSIBILITIES OF ENHANCED ENVIRONMENTAL & EMERGENCY SERVICES, INC.:** We will provide services briefly described as follows:

We will perform the services as an independent contractor. We will comply with laws and use the skill/care ordinarily used by members of our same profession, performing under similar conditions, at the same time and in the same vicinity. We will inform you of any significant changes in the scope of our services if necessary.

2. **YOUR RESPONSIBILITIES:** You will provide us with reasonable support to allow us to provide our services. This support may include, but is not limited to: (a) providing a designated representative who will communicate with us and provide us with information; (b) ensuring we have access to the site where our services will be performed; (c) providing us with information regarding hazardous materials and conditions that may be present at the site or may be the subject of the services; (d) providing us with information regarding the condition of the site, any equipment, vehicles, or vessels at the site, and any special conditions or circumstances that might affect our services; (e) making required reports to governmental authorities, including spill or release reports, and (f) completing manifests, forms, and regulatory filings to allow the transport and disposal of materials or waste.

3. **LIABILITY INSURANCE:** We will maintain liability insurance, and will provide you with a certificate of our insurance upon your request

4. **PAYMENT:** Unless agreed otherwise in writing, you will pay us on a time and materials basis based on our current rate schedule. The rate schedule may include a markup for any third party equipment rental, or subcontractor hire. We will provide you with a copy of our rate schedule upon your request. If we provide you with an estimate of the cost of

our services, the estimate is not a cap, or not-to-exceed amount, on the cost of our services. You will pay our invoices within thirty (30) days after you receive them, otherwise we will be allowed to assess a late charge of one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. In the event that unpaid invoices are turned over for collection, you shall pay for all costs and expenses, including attorney's fees. If you terminate this contract, you will pay us for time and materials incurred through the completion of our demobilization after your termination.

5. **INDEMNIFICATION:** To the fullest extent permitted by Texas Law, you agree to indemnify us, defend us, and hold us harmless from and against all claims, costs, losses and damages arising out of or relating to the services, except to the extent that such claims, costs, losses or damages result from our negligent acts or omissions. We agree to indemnify you and hold you harmless from and against all claims, costs, losses and damages arising out of or relating to the services, to the extent that such claims, costs, losses or damages result from our negligent acts or omissions. In no event shall we be required to indemnify you for special, incidental and consequential damages, and you agree to waive any claim against us for such damages.
6. **LIMITATION OF OUR LIABILITY:** To the full extent provided by Texas Law, you agree that our liability to you and any third party(ies) for any losses or damages whatsoever arising out of the work or this Agreement from any cause or causes will not exceed the total payments received under this agreement.
7. **MISCELLANEOUS PROVISIONS:** You understand and agree that we (a) have not caused or created the environmental conditions that are the subject of our services; (b) have not and do not own or operate the site where our services will be performed; and (c) have not, do not, and will not, own or take title to the material, substances, wastes or contaminated media that are addressed as part of our services or that we may collect, containerize, excavate, accumulate or dispose of as part of our services. You agree to indemnify us and hold us harmless from and against all claims, costs, losses and damages arising out of or relating to (1) any existing environmental condition that is the subject of our services; (2) any allegation or claim

that we are liable as an owner or operator; or (3) any allegation or claim that we are liable as a handler, generator, arranger, transporter, treater, storer or disposer of any material, wastes, substances or contaminated media.

By signing below, you indicate that you have read this Agreement, you understand it, and you agree to be bound by it.

Enhanced Environmental & Emergency Services, Inc.

BY: _____

TITLE: _____

DATE: _____

CLIENT: _____

BY: _____

TITLE: _____

DATE: _____