



MIDWEST
Environmental Services, Inc.

EMERGENCY RESPONSE WORK AUTHORIZATION AGREEMENT

Midwest Environmental Services, Inc. (hereafter, "Contractor") is pleased to provide the Services described below. This Work Authorization Agreement ("Agreement") serves as _____
_____ ("Client's") authorization to Contractor to perform the Services described related to the specified Project and includes the Terms and Conditions under which the Services will be provided.

Compensation for Services will be invoiced to the Client specified below and shall include all related fees and associated charges incurred by Contractor to provide the Services to the Client related to the Project. If Contractor is required to modify the Scope of Work at the Client's request, or if it is determined during the execution of the Services that a modification in Scope of Work is required, Contractor shall promptly seek to execute a revision to the Scope of Work under the Services, including modifications to any related cost estimate.

The "Terms & Conditions of Agreement" attached to this Authorization are fully incorporated into this Agreement and are binding on all parties to this Agreement.

SERVICES:

Project Name _____ Project Location _____

Scope of Work: _____

Client Name _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

Email Address: _____

Attention _____ Employer I.D. or
Driver's License # _____

Please Print Name Title

Signature Date

In the event that disposal of wastes generated during the clean-up activities is necessary, I hereby authorize Midwest Environmental Services, Inc. to sign the disposal manifest and/or profile forms identifying the waste material as an Agent on my behalf.

Signature Date

TERMS & CONDITIONS OF AGREEMENT

Client and Contractor agree that the Services shall be performed under the following provisions, which are incorporated into this Agreement:

1. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of Client and Contractor.
2. Any modifications to this Agreement shall be in writing, signed by both the Client and Contractor.
3. Contractor is not responsible for delays caused by activities or factors beyond Contractor's control.
4. Contractor shall not be liable for damages resulting from the actions or inactions of government agencies. Contractor shall only act as an advisor to Client in all government relations.
5. All original papers, documents, drawings, and other work product of the Contractor, and copies thereof, produced by the Contractor pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of the Contractor.
6. Services under this Agreement are provided to Client only for the specific Project described.
7. Contractor makes no representations or warranties regarding the estimated quantities and any associated cost estimates made in connection with the Services, except that any such figures must be considered estimates only.
8. Contractor does not warrant the Services except that the Services were performed pursuant to generally accepted standards of practice in effect at the time of performance.
9. Client agrees to indemnify, release, and hold harmless Contractor from any and all claims and expenses, including legal fees that may arise from Contractor's performance of work pursuant to the terms of this Agreement.
10. In the event that changes are made by the Client or by any person other than Contractor to the Services, any and all liability arising out of or resulting from any such change is waived by Client against Contractor, and Client assumes full responsibility and liability for such changes unless Client gives Contractor prior written notice of such changes and Contractor consents in writing to such changes. Client agrees to indemnify Contractor against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which Contractor may sustain or incur as a result of any such change in Services whereby Contractor's written consent was not obtained.
11. All fees and other charges will be billed monthly and shall be due upon presentation of the invoice unless otherwise specified in the Agreement.
12. **Client agrees to pay a late payment fee of 1-1/2% per month applied to any unpaid balance commencing thirty (30) days after the date of the original billing. Client agrees to pay any and all costs incurred by Contractor to collect amounts due and owing as a result of work performed pursuant to this Agreement, including, but not limited to, attorneys' fees and court costs.**
13. Client agrees to pay Contractor a minimum of four (4) hours labor and equipment expense for Services under this Agreement. Client also agrees to pay for all related management and administrative expenses incurred by Contractor associated with the Services.
14. Client agrees that if Client requests incidental or additional work not specified under Services, client agrees to pay for all such Services as extra work. Any revision to the Project details, scope, or concept following Client or governmental agency acceptance may result in additional work for the Contractor. Client agrees to pay for such additional Services.
15. Client shall pay the cost of any government fees, soils engineering fees, material testing fees, blueprint and reproduction fees, administrative fees, and all other outside charges to Contractor related to the Services but which are not specifically covered by the terms of this Agreement.
16. In the event all or any portion of the work prepared or partially prepared by Contractor is suspended, abandoned, or terminated, Client shall pay Contractor for all fees, charges, and Services accrued and/or provided to the Client through the date of such termination.
17. This Agreement shall be governed in all respects by the laws of the State of Indiana.
18. Client agrees that Contractor may act as and sign documentation as Agent for Client for Services provided to Client related to the specified Project.

Client Signature

Date