
	GILES CHEMICAL ~ PREMIER MAGNESIA		
	Company Procedure		
	Title: Agreement for Contractors/Suppliers	Number: M13-PL-100-001	
	Owner: Deborah Durbin	Revision: 1	
	Effective Date: 09/01/14	Page: 1 of 4	


AGREEMENT FOR CONTRACTORS/SUPPLIERS


This document should be renewed annually; however the existing document remains in force until replaced. By this Agreement, the undersigned independent contractor/supplier (“Contractor”), as a condition of performing work or providing services (the “Work”) on the premises of the **Giles Chemical Division of Premier Magnesia, LLC** (“Company”), and in consideration of Company’s willingness to retain Contractor’s services, agrees to the following:

1. Contractor shall take all necessary precautions to prevent the occurrence of injury or damage to person or property during the progress of the Work, and shall follow all current OSHA, federal, state, and local safety and environmental laws and regulations, all applicable building, fire, electrical or other codes, and Company’s rules for the facility at which the Work is to be performed. Contractor acknowledges that there may be chemicals on Company’s premises which may be harmful if not handled properly, and that Contractor has been given access by Company to material safety data sheets for such chemicals. Contractor must have any and all licenses necessary to perform the required Work. New contractors or contractor personnel must contact the Safety Manager for an orientation before beginning work on the premises.
2. Unless Company expressly agrees to the contrary, Contractor shall provide all equipment to be used by Contractor or its representatives in performance of the Work, including all safety and protective equipment required. Contractor shall ensure that all such equipment, including any of Company’s equipment used by Contractor, is in proper working condition, that safe work practices are used and that its employees and subcontractors are properly trained in the use of the equipment and comply with these practices.
3. Contractor agrees to the following fines and conditions upon notification by the Company that one of their employees has been observed in violation of one of the Company’s safety policies or procedures. Each offense shall be billed at \$200.00 back to the Contractor and/or withheld from any invoice due for payment to the Contractor. Should any employee of the Contractor reach three such safety violations, that person shall not be allowed to continue work for the Company.
4. Contractor shall defend, indemnify, and hold harmless Company, its employees and officers from and against all liabilities, claims, or demands for injuries or damage to any person or property growing out of Contractor’s performance of the Work or use of Company’s equipment, and shall pay Company’s costs and expenses in connection therewith. The foregoing shall not apply to the extent the injuries or damage(s) are due to the sole negligence of Company.
5. Contractor shall maintain such insurance that will protect Company in accordance with the attached insurance specifications. Contractor shall furnish certificates of insurance meeting all insurance requirements to Company prior to commencement of Work. Invoices for work completed will not be honored without a valid certificate of insurance on file in the controller’s office.
6. This Agreement shall be deemed in addition to and in supplement of Company’s Purchase Order or any other document governing the relationship between Company and Contractor, and the

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provisions of this Agreement shall control in the event of any conflict with the provisions of any other such document.

7. Other obligations of Contractor (attach additional page if necessary):

CONTRACTOR/SUPPLIER Name: _____

CONTRACTOR/SUPPLIER Authorized Representative Name: _____

Title: _____

Date: _____

Signature: _____

Giles Chemical Division Authorized Representative Name: _____

Premier Magnesia, LLC



Title: _____

Date: _____

Signature: _____

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INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR/SUPPLIER

Insurance

CONTRACTOR/SUBCONTRACTOR/SUPPLIER shall carry, at its own expense, in insurance companies with Best Rating of B+ VII or better, the following types of insurance coverage with limits not less than those shown on the respective items below. CONTRACTOR/SUBCONTRACTOR/SUPPLIER acknowledges that such minimum insurance requirements do not limit the liability assumed by CONTRACTOR/SUBCONTRACTOR/SUPPLIER.

- Workers' Compensation Insurance, written to cover the Contractor/Subcontractor/Supplier employees in compliance with the state having jurisdiction over each employee, with the following minimum limits and endorsements:

Coverage

Limits

Workers' Compensation

Statutory

Employers Liability

\$100,000 Each Accident
\$500,000 Policy Limit
\$100,000 Each Employee

Endorsement

Waiver of Subrogation – In favor of Giles Chemical Division of Premier Magnesia, LLC
P.O. Box 370 Waynesville, NC 28786.

- Commercial General Liability Insurance written on an Occurrence Form with the following minimum limits and endorsements:

Coverage

Limits

Commercial General Liability

\$1,000,000 Per Occurrence
\$1,000,000 Aggregate



Premises and Operations
Completed Operations
Product Liability

Endorsement

Additional Insured – In favor of Giles Chemical Division of Premier Magnesia, LLC for work performed or products provided by Contractor/Subcontractor/Supplier.

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3. Commercial Automobile Liability Insurance, written to include the following minimum limits and endorsements:

Coverage

Owned Vehicles
Non-Owned Vehicles
Hired Vehicles

Limits

Bodily Injury and Property Damage –
\$1,000,000

Endorsement

Additional Insurance – In favor of Giles Chemical Division of Premier Magnesia, LLC for work performed or products provided by Contractor/Subcontractor/Supplier.

4. Contractor/Subcontractor/Supplier shall furnish, to Giles Chemical, an ACORD Certificate of Insurance as evidence of coverage prior to beginning work and renewed each year.
5. All policies providing insurance coverage shall contain provisions that no cancellation in the policies shall become effective except with thirty (30) days written notice thereof to Giles Chemical

IN WITNESS WHEREOF, Contractor/Subcontractor/Supplier has signed this document below by its duly authorized representative.

CONTRACTOR/SUBCONTRACTOR/SUPPLIER

Name: _____

CONTRACTOR/SUBCONTRACTOR/SUPPLIER

Authorized Representative Name: _____

Title: _____

Date: _____

Signature: _____

Giles Chemical Division of Premier Magnesia, LLC

Authorized Representative Name: _____

Title: _____

Date: _____

Signature: _____

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