**MASTER SERVICES AGREEMENT**

**FOR**

**INDUSTRIAL TANK FARM REPLACEMENT**

**Agreement Number: [MSA Number]**

This Master Services Agreement ("**Agreement**") is entered into and made effective as of **[Date]** (the "**Effective Date**"), by and between:

**Client:** **[Client Company Name]** a corporation organized and existing under the laws of the State of [State of Incorporation, e.g., Delaware], with its principal place of business located at: [Client's Full Street Address] [Client's City, State, Zip Code] (Hereinafter referred to as "**Client**")

**And**

**Contractor:** **[Contractor Company Name]** a corporation organized and existing under the laws of the State of [State of Incorporation, e.g., New Hampshire], with its principal place of business located at: [Contractor's Full Street Address] Concord, NH [Contractor's Zip Code] (Hereinafter referred to as "**Contractor**")

Client and Contractor may be referred to individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS**

**WHEREAS**, Client owns and operates an industrial facility located at [Site Address], Holcomb, Kansas [Site Zip Code] (the "**Site**"), which includes an existing industrial tank farm requiring replacement;

**WHEREAS**, Client desires to engage a qualified and experienced contractor to perform the necessary engineering, design, procurement, demolition, construction, testing, and commissioning services for the replacement of the said tank farm;

**WHEREAS**, Contractor represents that it possesses the necessary expertise, personnel, equipment, licenses, and financial capability to perform the required services in a safe, efficient, timely, and professional manner, compliant with all applicable laws, regulations, and industry standards;

**WHEREAS**, Client desires to retain Contractor to provide such services, and Contractor desires to be retained by Client, under the terms and conditions set forth in this Agreement and any associated Statements of Work issued hereunder.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1: DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

1.1 **"Affiliate"** means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. 1.2 **"Agreement"** means this Master Services Agreement, including all Schedules, Exhibits, Appendices, and Attachments hereto, and any duly executed amendments or Change Orders. 1.3 **"Applicable Laws"** means all applicable federal, state, provincial, local, and municipal laws, statutes, regulations, ordinances, codes, rules, judicial decisions, administrative orders, permits, licenses, and other governmental requirements, including but not limited to Environmental Laws, Health and Safety Laws, and labor laws, as may be amended from time to time, relevant to the performance of the Work or the operation of the Site. 1.4 **"Change Order"** means a written instrument, signed by authorized representatives of both Parties, documenting an agreed-upon change to the Scope of Work, Compensation, Project Schedule, or other terms of this Agreement or a specific SOW. 1.5 **"Client Representative"** means the individual designated by Client in writing to act as its primary point of contact and authorized representative for matters pertaining to this Agreement. 1.6 **"Compensation"** means the total amount payable by Client to Contractor for the satisfactory performance and completion of the Work, as specified in Article 4 and the applicable SOW. 1.7 **"Confidential Information"** has the meaning set forth in Article 9. 1.8 **"Contractor Personnel"** means all employees, agents, subcontractors, and representatives of Contractor engaged in the performance of the Work. 1.9 **"Contractor Representative"** means the individual designated by Contractor in writing to act as its primary point of contact and authorized representative for matters pertaining to this Agreement. 1.10 **"Deliverables"** means all documents, designs, drawings, specifications, reports, data, software, inventions, materials, and other tangible or intangible items that Contractor is required to create, develop, or provide to Client as part of the Work under an SOW. 1.11 **"Demobilization"** means the orderly removal of Contractor Personnel, equipment, materials, and temporary facilities from the Site upon completion or termination of the Work. 1.12 **"Effective Date"** has the meaning set forth in the preamble. 1.13 **"Environmental Laws"** means all Applicable Laws relating to pollution, protection of the environment, health and safety (as related to environmental exposure), natural resources, hazardous substances or materials, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act (TSCA), the Oil Pollution Act (OPA), the Emergency Planning and Community Right-to-Know Act (EPCRA), EPA's Underground Storage Tank (UST) regulations (40 CFR Part 280), and analogous state and local laws and regulations (e.g., Kansas Department of Health and Environment (KDHE) regulations). 1.14 **"Final Acceptance"** means Client's formal written acceptance of the completed Work following successful Testing and Commissioning and Contractor's fulfillment of all obligations under the applicable SOW and this Agreement. 1.15 **"Fixed Price"** means a lump-sum amount agreed upon for the completion of a defined Scope of Work, subject only to adjustment via approved Change Orders. 1.16 **"Force Majeure Event"** has the meaning set forth in Article 12. 1.17 **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the same type of undertaking under the same or similar circumstances, adhering to Applicable Laws and recognized industry standards. 1.18 **"Hazardous Materials"** means any pollutants, contaminants, chemicals, substances, materials, or wastes defined as hazardous, toxic, radioactive, or dangerous under any Environmental Law, including but not limited to petroleum products, asbestos, PCBs, and regulated substances under RCRA or CERCLA. 1.19 **"Health and Safety Laws"** means all Applicable Laws concerning workplace safety and health, including but not limited to the Occupational Safety and Health Act (OSHA) and its implementing regulations (e.g., 29 CFR 1910, 29 CFR 1926), and analogous state and local laws (e.g., Kansas Department of Labor regulations). 1.20 **"Intellectual Property Rights"** means all rights in patents, copyrights, trade secrets, trademarks, service marks, trade names, know-how, designs, data rights, and other proprietary rights, whether registered or unregistered. 1.21 **"Milestone"** means a specific, measurable event or stage in the completion of the Work, as defined in the Project Schedule, often linked to a payment installment. 1.22 **"Project Schedule"** means the detailed timeline for the performance and completion of the Work, including key Milestones, as set forth in the applicable SOW or an Appendix hereto, subject to adjustment via approved Change Orders. 1.23 **"Scope of Work"** or **"SOW"** means the detailed description of the specific Services, tasks, Deliverables, specifications, Project Schedule, Compensation, and other project-specific requirements to be performed by Contractor under this Agreement, as set forth in one or more Statement(s) of Work executed by both Parties and incorporated herein by reference. The initial SOW for the Tank Farm Replacement project may be attached as Appendix A. 1.24 **"Services"** means all labor, supervision, administration, engineering, design, procurement, fabrication, construction, installation, testing, commissioning, demolition, project management, documentation, and other activities required to be performed by Contractor under this Agreement and the applicable SOW. 1.25 **"Site"** means the physical location(s) identified in the Recitals or an applicable SOW where the Work is to be performed, including Client's facility located at [Site Address], Holcomb, Kansas [Site Zip Code]. 1.26 **"Specifications"** means the detailed technical requirements, drawings, standards, criteria, and performance parameters for the Work and Deliverables, as set forth in the applicable SOW or referenced documents. 1.27 **"Subcontractor"** means any third party, other than an employee of Contractor, engaged by Contractor to perform any portion of the Work. 1.28 **"Term"** has the meaning set forth in Article 3.1. 1.29 **"Testing and Commissioning"** means the process of verifying and documenting that the newly installed tank farm and associated infrastructure meet the specified design requirements, operational parameters, safety standards, and Applicable Laws, prior to Final Acceptance. 1.30 **"Work"** means all Services to be performed and Deliverables to be provided by Contractor under this Agreement and any SOW issued hereunder, including all necessary labor, materials, equipment, tools, supplies, supervision, and incidentals required for the successful completion of the project described in the Scope of Work.

**ARTICLE 2: SCOPE OF WORK AND SERVICES**

2.1 **Master Agreement Framework.** This Agreement establishes the general terms and conditions under which Contractor may perform Work for Client. The specific details of each project or phase of work, including the detailed Scope of Work, Deliverables, Project Schedule, specific Compensation structure (if varying from Article 4), and other project-specific requirements, shall be set forth in separate Statement(s) of Work (SOWs), substantially in the form attached hereto as **Appendix A (Form of SOW)**, which shall be executed by authorized representatives of both Parties. Each executed SOW shall be incorporated into and become part of this Agreement. 2.2 **Initial SOW.** Concurrently with the execution of this Agreement or shortly thereafter, the Parties intend to execute an SOW for the Industrial Tank Farm Replacement project at the Site (the "**Project SOW**"). The general scope for the Project SOW includes, but is not limited to: (a) **Project Management:** Comprehensive planning, scheduling, coordination, reporting, cost control, and management of all aspects of the Work. (b) **Engineering and Design:** Development of detailed engineering plans, drawings, calculations, and Specifications for the new tank farm and associated systems (piping, foundations, instrumentation, containment, leak detection, safety systems), compliant with Applicable Laws (including API, ASME, EPA, KDHE standards) and Good Industry Practice. Submission of design packages for Client review and approval. (c) **Permitting Assistance:** Assisting Client in identifying, preparing applications for, and obtaining all necessary permits and approvals from federal, state (KDHE), and local authorities required for the Work. Client remains ultimately responsible for permit issuance. (d) **Procurement:** Sourcing, purchasing, expediting, inspecting, and delivering all necessary materials, tanks, equipment, and components conforming to the approved Specifications. (e) **Site Preparation and Demolition:** Safe and environmentally sound decommissioning, cleaning, removal, and disposal/recycling of existing tanks, foundations, piping, and associated structures identified in the Project SOW, in compliance with all Environmental Laws and Health and Safety Laws. Management of any Hazardous Materials encountered or generated. (f) **Construction and Installation:** Construction of new foundations, secondary containment systems, and support structures. Erection and installation of new tanks, piping, pumps, instrumentation, control systems, safety equipment (fire protection, emergency shutdown), electrical systems, and other associated infrastructure according to the approved design and Specifications. (g) **Quality Assurance / Quality Control (QA/QC):** Implementation of a comprehensive QA/QC program throughout all phases of the Work, including material inspections, welding inspections (e.g., NDT), construction checks, and documentation. (h) **Testing and Commissioning:** Development and execution of a detailed Testing and Commissioning plan, including hydrostatic testing, leak detection system testing, instrumentation calibration, functional testing of safety systems, and operational readiness checks, all witnessed and approved by Client. (i) **Documentation and Training:** Preparation and submission of final "as-built" drawings, operating and maintenance manuals, QA/QC records, testing reports, waste manifests, and other required project documentation. Provision of training to Client personnel on the operation and maintenance of the new systems, if specified in the SOW. (j) **Waste Management:** Proper handling, storage, transportation, and disposal of all waste materials generated during the Work, including construction debris and potentially Hazardous Materials, in accordance with Environmental Laws. 2.3 **Performance Standard.** Contractor shall perform all Work diligently, efficiently, and in a good and workmanlike manner, consistent with Good Industry Practice, the requirements of this Agreement and the applicable SOW, the approved Specifications, and all Applicable Laws. Contractor shall utilize qualified, experienced, and adequately supervised Contractor Personnel. 2.4 **Deliverables.** Contractor shall provide all Deliverables specified in the applicable SOW by the dates set forth in the Project Schedule. Client shall have the right to review and approve Deliverables according to the process outlined in the SOW. 2.5 **Change Management.** (a) Either Party may propose changes to the Scope of Work, Project Schedule, Compensation, or other terms of an SOW by submitting a written Change Order Request (COR) to the other Party. (b) The COR shall describe the proposed change, the reason for the change, and the anticipated impact on the Scope of Work, Project Schedule, and Compensation. (c) Contractor shall, within a reasonable time (e.g., five (5) business days) after receiving a COR from Client or submitting its own COR, provide Client with a detailed assessment of the impact, including any adjustments to Compensation (based on agreed-upon rates or a new quote) and the Project Schedule. (d) No change shall be implemented, and no adjustment to Compensation or Project Schedule shall be effective, unless and until a formal Change Order is executed by authorized representatives of both Parties. (e) Contractor shall not be obligated to perform work outside the agreed Scope of Work without a duly executed Change Order. Client shall not be obligated to pay for work performed outside the Scope of Work unless authorized by a Change Order.

**ARTICLE 3: TERM AND TERMINATION**

3.1 **Term.** This Agreement shall commence on the Effective Date and shall remain in full force and effect until the later of: (i) completion of all Work under all executed SOWs and Final Acceptance thereof by Client, or (ii) the expiration of the warranty period specified in Article 8, unless terminated earlier pursuant to the provisions of this Article 3 (the "**Term**"). 3.2 **Termination for Convenience by Client.** Client may terminate this Agreement, or any SOW hereunder, in whole or in part, for its convenience at any time by providing Contractor with at least thirty (30) calendar days' prior written notice. 3.3 **Termination for Cause.** Either Party may terminate this Agreement, or any SOW hereunder, effective immediately upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (a) Materially breaches any term or condition of this Agreement or the applicable SOW, and fails to cure such breach within fifteen (15) calendar days after receiving written notice thereof from the non-defaulting Party; provided, however, that if the breach is of a nature that cannot reasonably be cured within fifteen (15) days, the cure period shall be extended if the Defaulting Party commences cure within the fifteen (15) day period and diligently prosecutes such cure to completion within a reasonable timeframe (not to exceed sixty (60) days unless otherwise agreed). Material breaches include, but are not limited to: (i) Contractor's failure to perform the Work in accordance with the requirements of this Agreement, the SOW, Applicable Laws, or Good Industry Practice; (ii) Contractor's failure to meet critical Milestones as per the Project Schedule (subject to Force Majeure and approved Change Orders); (iii) Contractor's failure to comply with material safety or environmental requirements; (iv) Client's failure to make undisputed payments when due; (v) Failure by either Party to maintain required insurance coverage. (b) Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law which is not dismissed within sixty (60) days. (c) Fails to comply with Applicable Laws in a manner that materially and adversely affects the Work or exposes the other Party to significant liability. 3.4 **Effect of Termination.** (a) Upon termination for any reason, Contractor shall: (i) Immediately cease performance of the terminated Work to the extent specified in the notice; (ii) Take all necessary actions to protect and preserve the Work in progress, materials, equipment, and Deliverables; (iii) Cooperate fully with Client to ensure an orderly transition and Demobilization, including securing the Site; (iv) Return to Client all Client property, Confidential Information, and Deliverables (both complete and in-progress) in its possession or control; (v) Submit final invoices for Work performed up to the effective date of termination. (b) **Payment upon Termination:** (i) *Termination for Convenience by Client or for Cause by Contractor:* Client shall pay Contractor for all Work satisfactorily performed in accordance with the Agreement up to the effective date of termination, plus reasonable, documented Demobilization costs, less any payments already made. Client shall not be liable for anticipated profits on uncompleted Work. (ii) *Termination for Cause by Client:* Client shall pay Contractor for the value (as reasonably determined by Client) of Work satisfactorily performed up to the effective date of termination, less any payments already made and less any damages incurred by Client as a result of Contractor's breach (including the reasonable cost of completing the Work with another contractor). Client may withhold payments pending final determination of such damages. (c) **Survival.** The provisions of Articles 1, 4 (regarding payments due), 5 (liability aspects), 6 (Compliance obligations surviving termination), 7 (Insurance records), 8 (Warranties for work performed), 9 (Confidentiality), 10 (Intellectual Property), 11 (Indemnification), 14 (Dispute Resolution), 15 (Governing Law), and 16 (Miscellaneous provisions intended to survive) shall survive the termination or expiration of this Agreement.

**ARTICLE 4: COMPENSATION AND PAYMENT**

4.1 **Compensation Structure.** Client shall compensate Contractor for the Work performed under each SOW based on the structure specified therein. For the initial Project SOW related to the Tank Farm Replacement, the compensation shall be a **Fixed Price** unless otherwise agreed in the SOW. 4.2 **Fixed Price.** Subject to adjustments only through approved Change Orders, the Client shall pay the Contractor a total Fixed Price of **$[Amount - To Be Specified in Project SOW]** for the complete and satisfactory performance of all Work described in the Project SOW. 4.3 **Payment Schedule / Milestones.** Payments for the Fixed Price Work under the Project SOW shall be made in installments based on the achievement of specific Milestones, as detailed in the Project SOW or **Appendix C (Payment Schedule)**. A possible structure (example only, align with SOW): (a) 10% upon execution of this Agreement and the Project SOW. (b) [X]% upon Client's approval of the final Engineering Design package. (c) [Y]% upon confirmed delivery of major long-lead items (e.g., tanks) to Site. (d) [Z]% upon completion of demolition and foundation construction. (e) [A]% upon mechanical completion of tank and piping installation. (f) [B]% upon successful completion of Testing and Commissioning. (g) Final [C]% (including any retainage) upon Final Acceptance and receipt of all required final documentation (as-builts, manuals, warranties, lien waivers). *(Note: Total percentages must sum to 100%)* 4.4 **Invoicing.** Contractor shall submit detailed invoices to Client upon achievement of each payment Milestone, or monthly for time-and-materials work if applicable under a different SOW. Invoices shall reference this Agreement number, the applicable SOW number, clearly describe the Work performed or Milestone achieved, and include any required supporting documentation (e.g., progress reports, timesheets, receipts for reimbursable expenses if applicable, lien waivers from Subcontractors). Invoices shall be sent to the attention of: Client Accounts Payable [Client Billing Address] [Client Billing Contact Email] 4.5 **Payment Terms.** Client shall pay undisputed amounts on approved invoices within thirty (30) calendar days of receipt of a correct and complete invoice. 4.6 **Disputed Invoices.** If Client disputes any portion of an invoice in good faith, Client shall notify Contractor in writing within fifteen (15) calendar days of receipt, specifying the disputed amount and the reason for the dispute. Client shall pay the undisputed portion of the invoice within the normal payment terms. The Parties shall work diligently and in good faith to resolve the disputed amount promptly. 4.7 **Late Payments.** Undisputed amounts not paid by Client when due shall accrue interest at a rate of the lower of one percent (1.0%) per month or the maximum rate permitted by Applicable Law, calculated from the due date until the date payment is received by Contractor. 4.8 **Taxes.** Contractor's stated Compensation is exclusive of any applicable sales, use, value-added, or similar taxes imposed by governmental authorities on the Services or materials provided hereunder. Client shall be responsible for paying such applicable taxes, or shall provide Contractor with a valid tax exemption certificate. Contractor is solely responsible for taxes based on its own income, personnel, and property. 4.9 **Retainage.** Client may withhold a retainage of [e.g., five to ten percent (5-10%)] from each progress payment (excluding the initial payment), payable upon Final Acceptance, as specified in the Project SOW, to ensure satisfactory completion of all Work, including punch list items and final documentation. 4.10 **Final Payment.** Final payment, including release of retainage, shall not constitute a waiver of any claims Client may have against Contractor, including claims related to defective work, warranties, or non-compliance discovered after Final Acceptance. Contractor's acceptance of final payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. 4.11 **Lien Waivers.** As a condition precedent to progress payments and final payment, Contractor shall provide Client with partial or final lien waivers, as applicable, in a form acceptable to Client, from Contractor and its major Subcontractors and suppliers, confirming that they have been paid for the work covered by the payment.

**ARTICLE 5: REPRESENTATIONS AND WARRANTIES**

5.1 **Mutual Representations.** Each Party represents and warrants to the other that: (a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization. (b) It has the full corporate power and authority to enter into this Agreement and perform its obligations hereunder. (c) The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action. (d) This Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms. (e) Its execution and performance of this Agreement do not and will not violate any Applicable Law or conflict with any material agreement to which it is a party. 5.2 **Contractor Representations and Warranties.** Contractor represents and warrants to Client that: (a) It possesses the necessary skills, experience, qualifications, personnel, equipment, licenses (including any required Kansas contractor licenses), and financial resources to perform the Work in accordance with the terms of this Agreement, Good Industry Practice, and Applicable Laws. (b) The Work shall be performed in a professional, diligent, and workmanlike manner, free from defects in workmanship. (c) All materials, equipment, and components incorporated into the Work shall be new (unless otherwise specified and agreed in writing), of good quality, fit for their intended purpose, and free from defects in materials. Manufacturer warranties for such items will be passed through to Client to the extent transferable. (d) The Work and all Deliverables will conform to the requirements of this Agreement, the applicable SOW, the approved Specifications, and all Applicable Laws. (e) It has implemented and will maintain appropriate safety and environmental procedures and programs compliant with Health and Safety Laws and Environmental Laws for all Work performed under this Agreement. (f) It has obtained, or will obtain prior to commencing relevant Work, all necessary licenses and permits required for Contractor *itself* to perform the Services (as distinct from project-specific permits Client is responsible for). (g) The Deliverables created by Contractor under this Agreement will not infringe upon the Intellectual Property Rights of any third party.

**ARTICLE 6: COMPLIANCE WITH LAWS AND REGULATIONS**

6.1 **General Compliance.** Contractor shall, at its own expense, comply with all Applicable Laws in the performance of the Work. This includes, but is not limited to: (a) **Environmental Laws:** EPA regulations (including 40 CFR Part 280 for USTs, RCRA for waste management, Clean Air Act, Clean Water Act), KDHE environmental regulations, and local environmental ordinances. Contractor shall manage all Hazardous Materials encountered or generated during the Work in strict accordance with Environmental Laws, including proper handling, storage, labeling, transportation (DOT regulations), and disposal at licensed facilities. Contractor shall maintain required environmental records and provide copies to Client upon request. (b) **Health and Safety Laws:** OSHA standards (including 29 CFR 1910 General Industry and 29 CFR 1926 Construction), particularly those related to excavation, confined space entry, hot work, hazard communication, personal protective equipment (PPE), fall protection, electrical safety, and emergency response. Contractor shall implement and enforce a site-specific health and safety plan (HASP) acceptable to Client, conduct regular safety meetings and inspections, and immediately report all accidents, injuries, and near misses to Client. (c) **Building and Construction Codes:** Applicable state (Kansas) and local (City of Holcomb/Finney County) building codes, fire codes, electrical codes, plumbing codes, and zoning ordinances related to the construction activities. (d) **Labor Laws:** Laws related to wages, hours, working conditions, non-discrimination, and immigration status verification (e.g., E-Verify if required). 6.2 **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining all licenses and permits necessary for Contractor *as an entity* to perform the Work in Kansas. Client shall be primarily responsible for obtaining project-specific permits required for the construction and operation of the tank farm (e.g., environmental permits, building permits), but Contractor shall provide all necessary technical support, documentation, and assistance reasonably requested by Client for such permit applications and approvals. Contractor shall comply with all conditions of such permits during performance of the Work. 6.3 **Site Rules.** Contractor and Contractor Personnel shall comply with all reasonable Site-specific rules, regulations, and security procedures provided by Client in writing, provided they do not conflict with Applicable Laws or unreasonably impede Contractor's performance. 6.4 **Audits and Inspections.** Client or its authorized representatives shall have the right, upon reasonable notice and during normal business hours, to audit Contractor's records related to the Work (e.g., safety logs, environmental compliance records, QA/QC documentation) and inspect the Work in progress to verify compliance with this Agreement and Applicable Laws. Contractor shall cooperate fully with such audits and inspections. Regulatory agencies shall also have access as required by law.

**ARTICLE 14: DISPUTE RESOLUTION**

14.1 **Negotiation.** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties shall first attempt to resolve the matter amicably through good faith negotiations between authorized representatives with decision-making authority. Either Party may initiate negotiations by providing written notice to the other Party. 14.2 **Mediation (Optional).** If the dispute cannot be resolved through negotiation within thirty (30) days of the initial notice, the Parties agree to attempt to resolve the dispute through non-binding mediation administered by a mutually agreeable mediator or the American Arbitration Association (AAA) under its Commercial Mediation Procedures, before resorting to arbitration. The costs of mediation shall be shared equally by the Parties. 14.3 **Binding Arbitration.** If the dispute is not resolved through negotiation (or mediation, if elected) within sixty (60) days of the initial notice (or such longer period as the Parties may agree), the dispute shall be finally and exclusively resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Construction Industry Arbitration Rules then in effect. (a) The arbitration shall be conducted by a single arbitrator mutually agreed upon by the Parties, or if they cannot agree within fifteen (15) days, appointed by the AAA. (b) The place of arbitration shall be [City, State - e.g., Wichita, Kansas or Concord, New Hampshire, or a neutral location]. (c) The language of the arbitration shall be English. (d) The arbitrator's award shall be final and binding on the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (e) Each Party shall bear its own costs and expenses (including attorneys' fees) related to the arbitration, and the Parties shall share equally the fees and expenses of the arbitrator and the AAA, unless the arbitrator determines otherwise in the award. 14.4 **Equitable Relief.** Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm or preserve the status quo pending the outcome of arbitration, without waiving the right to arbitrate. 14.5 **Continued Performance.** Unless otherwise agreed in writing, Contractor shall continue to perform its obligations under the Agreement during the pendency of any dispute resolution proceeding, and Client shall continue to make payments for undisputed Work.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Master Services Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CLIENT:** **[Client Company Name]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACTOR:** **[Contractor Company Name]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LIST OF APPENDICES/EXHIBITS (To be attached as applicable)**

* **Appendix A:** Form of Statement of Work (SOW) / Project SOW for Tank Farm Replacement
* **Appendix B:** Project Schedule / Key Milestones (or included within SOW)
* **Appendix C:** Payment Schedule / Milestone Payments (or included within SOW)
* **Appendix D:** Insurance Requirements Summary (Optional - details are in Article 7)
* **Appendix E:** Site Health, Safety, and Environmental (HSE) Requirements (Client's specific rules)
* **Appendix F:** Form of Lien Waiver