

**American Rock Salt Company, LLC
Hauling Agreement**

Parties to Agreement – Definitions

For purposes of this agreement, Company shall be defined as American Rock Salt Company LLC. (ARSC). Contractor shall be defined as _____ operating as a carrier or broker under MC # _____

Indemnification and Hold Harmless

A. Contractor shall be solely responsible for and shall hold harmless and indemnify Company, its subsidiaries and affiliates, and their principles, members, director, officers, employees and representatives, from and against any and all claims, demands, causes of action, liabilities, loss, cost, damage and expense, including reasonable attorney fees, in connection with injuries (including death) to any and all persons (included but not limited to, any third parties, employees of Company and Contractor and any subcontractors), damages to property and any workers' compensation or governmental claims or fines arising out of or related to Contractor's performance of the work under this Agreement. This indemnity shall apply whether or not such injury, death, property damage or under liability was partially caused by or resulted partially from or the actions of the Company, its subsidiaries, and affiliates, or their principles, members, directors, officers, employees and representatives excepting only, and only to the extent, caused directly by the gross negligence or willful misconduct of Company, it's officers or employees. Injuries to subcontractors or any person under Subcontractor's control sustained on the premise of Company shall be conclusively presumed to have been sustained in connection with or arising out of performance of work under this agreement, and such presumption may be overcome, if at all, by indisputable evidence to the contrary. Subcontractor's general responsibility for damage to property or injury or death of a person includes damage, injury, or death caused in part by subcontractors use of any machine, tools, equipment or materials belonging to or furnished by Company in the performance of this agreement, or caused by any act of any employee of Company while under the direction of this agreement.

B. Contractor shall hold Company harmless and hereby indemnifies Company, its parents, subsidiaries, and affiliates, and their directors, officers, employees and representatives, from and against loss or damage to equipment or materials furnished by Contractor, no matter how or by whom caused excepting only to the extent any such loss or damage is caused directly by the gross negligence or willful misconduct of Company, its officers, or employees.

Initial _____

C. If any portion of the work is to be subcontracted by the Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage's as set forth herein, naming Contractor and Company as additional insured's, and shall defend and indemnify Contractor and Company to the same extent and under the same terms and conditions as Contractor is required to defend and indemnify Company herein.

D. Failure to provide a certificate of insurance as required by this section shall entitle, but not require, Company to terminate this contract immediately. Providing a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

E. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Contract. Damages recovered by Company shall not be limited by the amount of required insurance coverage.

Insurance and Waiver of Subrogation

In connection with this Agreement, CONTRACTOR shall maintain insurance as specified below:

A. **Worker's Compensation** CONTRACTOR shall comply with workers compensation laws (or equivalent) in each jurisdiction where work is performed, and shall maintain a Workers Compensation and Employers Liability insurance policy. If any work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoremen's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalents as required by the applicable law in the jurisdiction where such work is performed. The limits of such insurance shall be as follows:

Worker's Compensation – Statutory

B. **Commercial General Liability** CONTRACTOR shall maintain commercial general liability insurance on an occurrence basis to provide coverage for bodily injury, personal injury, and death, property damage. Contractual Liability (particularly applicable to the provisions of the Indemnity Article of this agreement and Products and Completed Operations with limits as follows:

- \$1,000,000 each occurrence

C. **Automobile Liability** CONTRACTOR shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with the following limit:

- \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

Initial _____

D. **Cargo** CONTRACTOR shall maintain Cargo Insurance for loss of, or damage to, freight in an amount not less than:

- \$100,000 with respect to each shipment

E. **Other Requirements** The policies of insurance shall: (i) be procured by CONTRACTOR prior to the start of the work; (ii) be procured from an insurance company licensed to do business as required by applicable law and rated "A(-) VIII" or better by Best's Insurance Guide and Key Ratings; (iii) be primary as respects American Rock Salt Company LLC and any Parent Company or Affiliate; (iv) contain a waiver of subrogation in favor of American Rock Salt Company LLC and any Parent Company, lenders, affiliates, agents, officers, directors, employees and a waiver of any right of the insurers to any set-off or counterclaim and (v) except for Workers' Compensation and Employer's Liability Insurance, include American Rock Salt Company LLC and any parent company, lenders, and any owners, employees officers and directors of such entities as additional insured and (vi) shall provide that American Rock Salt Company shall be given (30) days' notice of cancellation of coverage. CONTRACTOR shall be solely responsible for the payment of deductible amounts unless the loss of damage is caused in whole or part by the fault or negligence of American Rock Salt Company LLC, in which case the deductible shall be shared or apportioned as between the Parties in proportion to their degree of fault. Further CONTRACTOR prior to the start of the work shall furnish to American Rock Salt Company LLC certificates of insurance or other evidence satisfactory to American Rock Salt Company LLC that insurance complying with all of the above requirements is in effect.

AMERICAN ROCK SALT COMPANY, LLC

SUBCONTRACTOR

Signature

Date

Signature

Date

Printed name and title

Printed name and title

Initial _____