Kent & Smith Holdings, LLC d/b/a
Kent Energy, Environmental & Material Services
1555 Beaulieu Road
Port Allen, LA 70767
P: 225-930-4512
F: 225-930-4516

All invoices and original work tickets are due no later than 7am on Monday to receive payment by the following Monday. All work tickets and invoices should be dropped off at the office. Invoices should be Sunday through Saturday only.

***** NO EXCEPTIONS *****

Attention: Annette
Kent & Smith Holdings, LLC d/b/a
Kent Energy, Environmental & Material Services
1555 Beaulieu Road
Port Allen, LA 70767
Phone: 225-930-4512
Fax: 225-930-4516
Email: general@kentmaterials.com

Please see the enclosed applicable documents. Please sign the necessary documents and return to us as soon as possible.

Contact Information Sheet _____ (Drivers with DOT# will be given preference)
Direct Deposit Authorization _____
Independent Contractor Agreement _____
W-9 Form _____

If you have any questions or need more information, please feel free to call the office at (225) 930-4512.

Forms required for Kent & Smith Holdings, LLC d/b/a Kent Energy, Environmental & Material Services:

- W-9 Form - Update yearly.
- Contact information to include the following:
  - Business Name
  - Contact Name
  - DOT #
  - Mailing Address
  - Phone number & fax number
  - E-Mail address, if applicable
  - Direct deposit form, optional. ($15.00 fee per deposit)

CONTACT INFORMATION

Business Name: _____

Contact Name: _____

Address: _____

DOT #: _____ Phone #: _____

Cell #: _____ Fax #: _____

E-Mail Address: _____

Emergency Contact Name: _____

Emergency Contact Address: _____

Emergency Contact Phone Number: _____

Please Check Your Payment Preference:

- Direct Deposit: _____ ($15 Fee Applies, See Attached)
- Mail: _____

Type of Truck & Truck #:

_____ _____

_____ _____

_____ _____

Direct Deposit Authorization

Please complete this form and include a voided check from your checking account and/or a deposit slip for your account, whichever is applicable. The details from the check/deposit slip will be used to verify the account details.

Name	Bank/Financial Institution
Primary Account Number	Please check the applicable option
	Checking _____ Savings _____ Check Card _____

I authorize Kent & Smith Holdings, LLC d/b/a Kent Energy, Environmental & Material Services and the above financial institution to deposit my net pay and/or flat amount automatically into my account(s) each payday, and to initiate any necessary adjustments for entries made in error to my account.

_____ _____

Signature Date

Attach voided check(s) / Deposit slip here.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (hereafter "Agreement") is hereby entered into effective as of _____, 20___, by and between **KENT & SMITH HOLDINGS, LLC** d/b/a **KENT ENERGY, ENVIRONMENTAL & MATERIAL SERVICES** (hereafter "Contractor") and

_____ (hereafter "Subcontractor").

WITNESSETH

WHEREAS, Contractor is engaged in the business of providing hauling, trucking, waste disposal, equipment rental and other services; and

WHEREAS, Subcontractor is capable of providing similar services as those performed by Contractor; and

WHEREAS, Subcontractor wishes to enter into this Agreement to perform periodic services as requested by Contractor and as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties agree as follows:

TERMS

1. SUBCONTRACTOR'S SERVICES

1.1 Subcontractor represents that it is engaged in business of providing the services set forth on Appendix A attached hereto (the "Services"), and further represents that it maintains all licenses and permits necessary to perform such Services, including, if applicable, any state or federally required permits or business licenses for the State of Louisiana and for all other localities in which Contractor performs such Services.

1.2 In exchange for the compensation set forth in the fee schedule included in Appendix A, Subcontractor shall perform the Services, which Services shall be further described by Contractor at such time as Subcontractor may be engaged to provide the Services. Subcontractor agrees to fully perform all Services in a timely, efficient and safe manner and in accordance with all specifications of Contractor and its customers.

1.3 Contractor shall have no right to, and shall not, control the manner or prescribe the method Subcontractor uses to complete the Services. Subcontractor shall be solely responsible for determining the most effective, efficient and safe manner to perform the Services.

1.4 Failure to provide Services as set forth in this Agreement shall constitute a material breach of this Agreement.

1.5 Should Subcontractor fail to complete the Services in accordance with the terms specified by Contractor and/or its customer, Subcontractor shall forfeit all or a portion of the compensation relating to the Services.

2. PAYMENT OF FEES

2.1 Contractor shall pay Subcontractor in the amount set forth on Appendix A for all Services that are properly completed and invoiced within thirty (30) days of Contractor's receipt of Subcontractor's invoice.

2.2 Payment by Contractor shall be deemed accurate and complete unless disputed by Subcontractor within thirty (30) days of payment. To dispute a payment, Subcontractor must provide written notice of the dispute to Contractor, with the notice specifying the reason for the challenge. In the absence of such timely written notice, Subcontractor's right to dispute the payment shall be waived and the payment shall become final.

2.3 If Contractor fails to remit payment to Subcontractor in a timely and accurate manner, Subcontractor shall have the right to seek proper payment through any legal means contemplated by this Agreement. However, to bring a claim for improper or incomplete payment under this Agreement, Contractor must first satisfy the notice requirement contained herein.

2.4 If, after payment is made, Contractor discovers that Subcontractor failed to submit all documentation required by the Contractor and/or its customer, or submitted incomplete or inaccurate documentation, Contractor shall have the right to recover the amount of the improperly invoiced fee from any amounts owed to Subcontractor. To recover an improperly invoiced payment, Contractor must notify Subcontractor of the error within thirty (30) calendar days of the date on which the payment was made. If notice of the error is not made within the thirty (30) day period, it shall be deemed waived.

3. NON-EXCLUSIVE ARRANGEMENT

3.1 The parties recognize that both Contractor and Subcontractor are, or may be, engaged in similar service arrangements with other entities. Nothing in this Agreement shall preclude Subcontractor from doing business with other transportation providers (including competitors) or from performing services directly for Subcontractor's own customers. Absent any legal restriction, Subcontractor shall have the right to perform delivery services for other companies, entities and customers at the same time as Subcontractor performs the Services covered by this Agreement.

3.2 Subcontractor shall not, however, during the term of this Agreement, divert or attempt to divert any work order or job offered by Contractor or Contractor's customer to a competitive carrier or directly to Subcontractor itself.

4. SUBCONTRACTOR'S EQUIPMENT

4.1 Subcontractor represents that all equipment, vehicles and trailers utilized to perform Services under this Agreement shall meet all industry and regulatory standards and shall be in full working condition and properly licensed and registered to lawfully perform the Services. To the extent that Subcontractor's vehicles are regulated by the Federal Motor Carrier Safety Regulations or the state equivalent, Subcontractor warrants that the regulated vehicles now meet, and will be maintained by Subcontractor in a level of mechanical fitness and cleanliness to continue to meet, the requirements of the federal and state regulations. If required by law, Contractor may verify compliance with all federal, state and local laws. Subcontractor further agrees to provide Contractor with all required certificates of inspection necessary to comply with federal and state requirements.

4.2 Subcontractor shall be responsible for all costs and expenses incident to its personnel and equipment in performing Services under this Agreement, including, but not limited to, costs of fuel, fuel taxes, tolls, wages, employment taxes, excise taxes, permits of all types, detention and accessorial services, base plates, gross revenue taxes, road taxes, equipment use fees and taxes, licensing, insurance coverage and any other tax, fine or fee imposed or assessed against the equipment or Subcontractor by any state, local, or federal authority as a result of an action by Subcontractor or its employees, agents, or subcontractors in the performance of this Agreement.

4.3 Except as otherwise required by law, Subcontractor assumes all risk of damage or loss to its vehicles, equipment and supplies, including those utilized to perform the Services contemplated by this Agreement. Subcontractor further agrees to indemnify and hold harmless Contractor and its customers against any and all liability claims and demands for personal injury or property damage asserted against Contractor or its customer by reason of the use and operation of Subcontractor's vehicles during the term of this Agreement.

4.4 Subcontractor shall be responsible for complying with all applicable laws, rules, ordinances and other requirements imposed by federal, state, county or municipal government authorities relating to and concerning the fitness and competency of those persons operating Subcontractor's equipment and the ownership, maintenance and preparation of the equipment. Subcontractor shall indemnify and hold harmless Contractor and its customers against any and all liability, including attorneys' fees and other legal expenses, imposed or claimed to be imposed upon Contractor or its customers arising directly or indirectly from the failure of Subcontractor or its employees, agents, servants, subcontractors or representatives, to comply with the provisions of this Agreement or the failure to exercise legally required due care in the performance of the Services contemplated by this Agreement.

5. SUBCONTRACTOR'S PERSONNEL

5.1 In lieu of rendering services directly, Subcontractor shall have the right to employ, furnish and supervise qualified licensed drivers and other qualified individuals and employees, as required, to perform the services covered by this Agreement. All such individuals, employees and contractors, utilized by the Subcontractor must meet the qualifications required of Subcontractor hereunder.

5.2 Subcontractor shall be solely responsible for the direction and control of the employees, agents and subcontractors of Subcontractor, if any, performing labor pursuant to this

Agreement, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances. Subcontractor shall determine the method, means and manner of the performance of the work of its employees, agents and subcontractors.

5.3 Subcontractor assumes full and sole responsibility for the payment of all compensation, wages, benefits and expenses of its employees, agents, and subcontractors, if any, and for all required state and federal income tax withholdings, unemployment insurance, and social security taxes as to Subcontractor and all persons employed by Subcontractor in the performance of Services under this Agreement, and Subcontractor shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by legally constituted authority with respect thereto. Contractor and its customers shall not be responsible for the wages, benefits or expenses due Subcontractor's employees, agents, or subcontractors nor for income tax withholding, social security, unemployment, or other payroll taxes of Subcontractor's employees, agents, or subcontractors.

5.4 Before utilizing any personnel to perform Services under this Agreement, Subcontractor agrees to conduct a background check, including driving record, and a drug and alcohol screen of the personnel and provide verification of such to Contractor. Subcontractor shall be responsible for all costs associated with performing background checks and drug and alcohol screening of Subcontractor's personnel, employees and contractors. Upon request, Subcontractor shall make its records demonstrating compliance with the foregoing requirements available to Contract for verification. Upon execution of this Agreement, Subcontractor shall deliver to Contractor any and all documentation for Subcontractor's personnel, employees and contractors required to be submitted to Contractor by the rules and regulations of the FHA and DOT, including leasing regulations, and the rules of the appropriate regulatory agencies having jurisdiction.

6. RELATIONSHIP OF THE PARTIES

6.1 This Agreement is between two co-equal, independent business enterprises that are separately owned and operated. The parties intend this Agreement to create the relationship of principal and independent contractor and not that of employer and employee. The parties are not employees, agents, joint venturers or partners of each other for any purpose.

6.2 None of the provisions of this Agreement shall be interpreted as creating the relationship of employer and employee between Subcontractor and Contractor or between Subcontractor and Contractor's customer at any time, under any circumstances or for any purpose. Neither party shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement.

6.3 Contractor shall have no right to, and shall not, control the manner or prescribe the method of accomplishing those services which shall be contracted to, and performed by, Subcontractor pursuant to this Agreement, and the general public and all governmental agencies regulating such activities shall be so informed. Those provisions of the Agreement reserving ultimate authority in Contractor or its customer have been inserted solely to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof, including the leasing regulations.

6.4 Contractor shall report all settlement payments made to Subcontractor on a calendar year basis using IRS Form 1099, which Contractor may issue directly or through a third party administrator selected for such purpose. Subcontractor agrees to report all such payments to the appropriate federal, state and local taxing authorities. Upon execution of this Agreement, Subcontractor shall provide Contractor with Subcontractor's business license number, if any, and Contractor's federal employer identification number.

7. SUBCONTRACTOR'S EXPENSES

7.1 Subcontractor shall be responsible for, and shall pay, all costs and expenses of doing business and providing the Services, including, but not limited to: tolls, fuel, oil, tires, repairs, garaging, parking and maintenance of vehicle(s) and other equipment, as well as, office overhead, salaries/wages/compensation for employees and subcontractors, taxes and any other business expenses that may be required to perform the Services covered by this Agreement.

7.2 The parties agree, and Subcontractor hereby explicitly acknowledges, that the compensation and fees paid to Subcontractor pursuant to this Agreement shall constitute the entire amount to be paid to Subcontractor for the contracted Services. As such, Subcontractor acknowledges such compensation and fees are intended to cover both Subcontractor's labor costs and business expenses.

8. INSURANCE

8.1 Subcontractor agrees to maintain, throughout the life of this Agreement and for so long as services are furnished to Contractor, insurance of the types and in the amounts specified in this Agreement. All required insurance policies must be issued by an insurance company authorized to do business in the state or states in which Subcontractor does business. Contractor acknowledges that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and shall result in the immediate termination of the Agreement and the loss of Subcontractor's right to perform the delivery services covered by this Agreement.

8.1.1 *Vehicle Insurance*. Subcontractor shall maintain commercial vehicle liability insurance on each vehicle used by Subcontractor to perform Services under this Agreement with minimum coverage limits of not less than $1,000,000.00 combined single limit, excluding cargo insurance. Subcontractor shall provide evidence of such insurance coverage by delivering to Contractor, before its equipment performs Services under this Agreement, current certificates of vehicle liability insurance. To ensure public safety, Subcontractor further agrees to provide updated certificates each time Subcontractor purchases, renews or alters its insurance coverage. Furthermore, Subcontractor must provide Contractor with written notice at least thirty (30) days prior to cancellation of any insurance policy required by Contractor. For the purpose of receiving notice in the event Subcontractor's insurance coverage lapses, Subcontractor shall list Contractor and/or Contractor's customer (as specified by Contractor) as an additional insured on Subcontractor's vehicle insurance policy. Notwithstanding the foregoing, Contractor shall have no right to control Subcontractor's selection or maintenance of its insurance policies.

8.1.2 *Worker's Compensation Insurance.* Subject to the limited exceptions referenced below, Subcontractor shall maintain workers' compensation insurance to the extent required by law covering all individuals performing Services under this Agreement. Proof of such coverage must be submitted to Contractor and/or its customer before any individual may perform Services under this Agreement. Subcontractor shall also provide an alternate employer endorsement to such workers compensation insurance coverage with limits of $300,000.

8.1.3 *General Liability Insurance.* To the extent that the Services include any work other than mere trucking services, Subcontractor, shall maintain general liability insurance with minimum coverage limits of not less than $1,000,000.00 combined single limit, and $2,000,000 aggregate. In addition, Subcontractor shall maintain commercial vehicle liability insurance on each vehicle used by Subcontractor to perform Services under this Agreement with minimum coverage limits of not less than $1,000,000.00 combined single limit, and $2,000,000 aggregate, excluding cargo insurance. Subcontractor shall provide evidence of such insurance coverage by delivering to Contractor, before Services performed under this Agreement, current certificates of vehicle liability insurance. To ensure public safety, Subcontractor further agrees to provide updated certificates each time Subcontractor purchases, renews or alters its insurance coverage. Furthermore, Subcontractor must provide Contractor with written notice at least thirty (30) days prior to cancellation of any insurance policy required by Contractor. For the purpose of receiving notice in the event Subcontractor's insurance coverage lapses, Subcontractor shall list Contractor and/or Contractor's customer (as specified by Contractor) as an additional insured on Subcontractor's vehicle insurance policy. Notwithstanding the foregoing, Contractor shall have no right to control Subcontractor's selection or maintenance of its insurance policies.

8.1.4 *Transportation Pollution Liability.* To the extent that the Services include the handling of petrochemical products, oil or hazardous materials of any kind, Subcontractor shall also provide a transportation pollution endorsement to such the policies required to be carried by Subcontractor under this Article 8 with limits of $1,000,000.

8.1.5 *Waiver of Subrogation and Additional Provisions.* Each policy evidencing insurance required to be carried by Subcontractor pursuant to this Article 8 shall contain the following clauses and provisions: (i) that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Contractor and that any coverage carried by Contractor be excess insurance; (ii) including Contractor and any other parties designated by Contractor from time to time as additional insured entities; (iii) a waiver by the insurer of any right to subrogation against Contractor and other additional insured entities, its or their agents, employees and representatives which arises or might arise by reason of any payment under such policy(ies) or by reason of any act or omission of Contractor, its agents, employees or representatives; (iv) a severability of interest clause or endorsement; and (v) that the insurer will not cancel or change the coverage provided by such policy without giving Contractor thirty (30) days' prior written notice. Any policy of insurance required to be carried by Subcontractor that

names the parties set forth in this Article 8 as additional insured entities shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entitles for all loss or expense.

9. INDEMNITY

9.1 Subcontractor agrees to indemnify, protect and hold harmless Contractor from any and all claims, demands, damage, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with, the actions of Subcontractor and/or Subcontractor's drivers, helpers, and personnel (whether employees or subcontractors) arising from the performance of Services under this Agreement, including personal injury or death to any person, including Subcontractor and/or Subcontractor's employees. Subcontractor's obligations hereunder shall include Contractor's and its customer's cost of defense as well as the payment of any final judgment rendered against Contractor and/or its customer.

9.2 Subcontractor agrees to indemnify, protect and hold harmless Contractor and its customers from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Subcontractor and Subcontractor's drivers, helpers, and other personnel (whether employees or subcontractors).

9.3 Subcontractor shall be responsible for, indemnify and hold harmless Contractor and its customer from all costs of Subcontractor's business, including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

10. LICENSES/PERMITS

10.1 As a condition of providing any trucking services as part of the Services, Subcontractor must be fully licensed to operate as a motor carrier in the state of Louisiana and all other states in which Contractor performs such trucking services.

10.2 If requested, Subcontractor must furnish to Contractor copies of all business and other licenses and permits required by state, local, and federal law. To ensure all such permits and licenses remain current, Contractor shall, upon request, be entitled to review such licenses and permits from time to time.

11. ACCIDENTS

11.1 Subcontractor shall make a full and complete report to Contractor and/or its customer of any and all accidents in which Subcontractor or any of its drivers, helpers, and personnel (whether employees or subcontractors) are involved while providing Services for Contractor or its customers. The report should detail any and all loss or damage, which report may be initially be made by telephone, followed by a written report within five (5) days of the occurrence.

12. RECORDS

12.1 Subcontractor agrees to prepare and maintain all documentation necessary to operate as a motor carrier in the state of Louisiana and all other states in which Subcontractor performs Services under this Agreement, including maintaining hours of service logs, maintenance and inspection logs, manifests and driver logs.

13. ENTIRE AGREEMENT

13.1 This Agreement shall constitute the entire Agreement between the parties and shall supersede any other or oral agreements between the parties with respect to the subject matter hereof. The terms and provisions of all Appendices attached hereto and executed by the parties shall be fully incorporated into this Agreement by this reference. This Agreement may not be altered or amended except by a writing signed by both parties.

13.2 This Agreement may not be assigned by either party without written consent of the other and shall be binding upon the parties hereto, including their heirs and successors.

13.3 If any term, covenant, condition or provision of this Agreement or the application thereof to any party or circumstance shall, at any time, or to any extent, be determined invalid or unenforceable, the remaining provisions hereof shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.

14. TERM OF AGREEMENT

14.1 This Agreement shall become effective on _____, 20_____ (the "Effective Date") and shall remain in effect until terminated as follows:

14.1.1 At anytime upon the mutual written consent of the parties hereto.

14.1.2 By either party without cause upon ten (10) days' prior written notice to the other party, with the date of mailing commencing the notice period.

14.1.3 If one party materially breaches this Agreement, this Agreement may be terminated upon five (5) days' prior written notice to the breaching party, with such notice specifying the breach relied upon.

15. DISPUTES; NOTICE

15.1 In the event of any lawsuit between Subcontractor and Contractor arising out of or relating to the transactions or relationship contemplated by this Agreement (regardless whether such action alleges breach of contract, tort, violation of a statute or any other cause of action), the substantially prevailing party shall be entitled to recover its reasonable costs of suit including its reasonable attorneys' fees. If a party substantially prevails on some aspects of such action but not others, the court may apportion any award of costs or attorneys' fees in such manner as it deems equitable.

15.2 This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Louisiana. Venue in any action between the parties shall be in the 18th Judicial District Court of West Baton Rouge Parish, Louisiana. Subcontractor and Contractor hereby waive any objection to venue in any location other than the 18th Judicial District Court of West Baton Rouge Parish, Louisiana.

15.3 Any notice, request or other communication required or permitted by or pertaining to this Agreement shall be in writing and, any document certificate or agreement required to be delivered pursuant to this Agreement, shall be addressed as follows:

If to Contractor:

Kent & Smith Holdings, LLC d/b/a Kent Energy, Environmental & Material Services
Attention: _____
_____
Port Allen, LA _____
E-mail: _____

If to Subcontractor, to the address set forth below Subcontractor's signature below.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement by representatives lawfully authorized to do so.

SUBCONTRACTOR:

_____

(Signature) By:_____

Name: _____

Title: _____

SS#/Tax ID No.: _____

Address: _____

City: _____ State: _____

Zipcode: _____

Phone #_____

CONTRACTOR:

KENT & SMITH HOLDINGS, LLC d/b/a **KENT ENERGY, ENVIRONMENTAL & MATERIAL SERVICES**

By: _____

Name: _____

Title: _____

Appendix A

Description of Services and Fee Schedule

All fees and payment schedules are calculated on a per job basis and will be paid at the rate set by Kent and Smith Holdings.

_____ _____

Signature Date

Kent & Smith Holdings, LLC d/b/a
Kent Energy, Environmental & Material Services
1555 Beaulieu Road
Port Allen, LA 70767
P: 225-930-4512
F: 225-930-4516
april.alberado@kentenvironmental.com

EXHIBIT "A"
INSURANCE REQUIREMENTS

A. **WORKERS COMPENSATION** – In accordance with the laws of the state of Louisiana

EMPLOYERS LIABILITY –	EACH ACCIDENT	$100,000
	EACH EMPLOYEE	$100,000
	POLICY LIMIT	$500,000

B. **COMMERICAL GENERAL LIABILITY** – Including Premises/Operations, Independent *Contractors, Products and Completed Operations, Contractual Liability, Personal and* Advertising Injury, Broad Form Property Damage and Fire Damage Liability.

PERSONAL & ADVERTISING INJURY LIMIT	$500,000
EACH OCCURRENCE LIMIT	$500,000
FIRE DAMAGE LIMIT	$50,000

C. AUTOMOBILE LIABILITY

COMBINED SINGLE LIMIT	$500,000

SPECIAL REQUIREMENTS:

The general Liability policy must name Kent & Smith Holdings, LLC, including "its agents, affiliates and subsidiaries" as an Additional Insured using ISO forms CG 20 10 and CG 20 37 or similar forms.

The Automobile Liability policy must name Kent & Smith Holdings, LLC, including "its agents, affiliates and subsidiaries" as an Additional Insured using form CA 20 48 or similar form.

The Workers' Compensation, General Liability and Automobile Liability policies must contain a Waiver of Subrogation endorsement in favor of Kent & Smith Holdings, LLC, including "its agents, affiliates and subsidiaries."

All polices will be endorsed to include a 60 day Notice of Cancellation or Non-Renewal or if any material change in coverage is made.