



Great Northwest Environmental, Inc.

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GREAT NORTHWEST ENVIRONMENTAL, INC.(GNWE) STANDARD TERMS AND CONDITIONS OF AGREEMENT

ENTIRE AGREEMENT. This agreement is the offer of GNWE to release the samples to a subcontractor to perform the analytical services described on this chain of custody (COC) form. By signing this COC form the Client accepts the terms and conditions of this Agreement as written herein and authorizes GNWE to proceed. These terms and conditions will apply to any contract or purchase order document issued by the Client for these services, whether or not it is expressly incorporated. This Agreement may not be modified except in writing, and the signature and initials of both parties on the modifications must indicate agreement to any modification.

LIMITATIONS OF COST ESTIMATES. Any estimate of the cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

INVOICING, AND PAYMENT. Invoices for professional and analytical services, subcontracted costs and expenses are submitted with each report to the Client. Payments shall be made prior to service unless other arrangements are made. Payments made thirty (30) days or more after the invoice date shall be subject to a charge equal to one and one half percent (1 ½%) per month (as limited by state law) in addition to the invoice amount. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until the dispute is resolved. GNWE reserves the right to suspend or terminate service upon reasonable notice for the non-payment of invoice.

CONFIDENTIALITY. GNWE agrees that it will not publish or make known to others results or information obtained from the performance of these services without approval in writing from the Client except as required by federal, state, and local laws or judicial or government orders concerning the reporting of potential dangers to public health, safety, or the environment to appropriate public agencies. GNWE shall have no liability to Client or any third party for notifications or reports made in accordance with such laws or orders, and Client shall defend, indemnify, and hold GNWE harmless from and against any and all claims, demands, liabilities, and expenses, including reasonable attorney's fees, incurred by GNWE in connection with such notifications or reports.

INDEMNIFICATION. The client shall at all times indemnify and hold harmless GNWE and its officers, directors, employees, agents, and subcontractors from any claims, demands, fines, damages, losses, litigation expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or damages sustained by or alleged to have been caused by any person or entity and caused by the acts, errors, omissions or neglect of anyone except the above-mentioned GNWE personnel, in connection with the services provided. The Client also agrees that GNWE's liability to the client is limited in amount to the aggregate sum of \$50, 000 or GNWE fee for services rendered on the project, whichever is greater.

INSURANCE. GNWE shall procure and maintain throughout the period of this Agreement, at GNWE's own cost, insurance for protection from claims under worker's compensation, temporary disability, and other similar insurance required by applicable State and Federal laws. Certificate for all such policies of insurance shall be provided to the Client upon written request. GNWE shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions, of such insurance.

SUCCESSORS AND ASSIGNS. Neither Client nor GNWE shall assign, sublet, or transfer any rights under or interest in (including, but not limited to, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any subletting or transfers mandated by law or the effect of this limitation may be restricted by law.

DISPUTES AND ARBITRATION. All claims, counterclaims, disputes, and other matters in questions between the parties shall be settled by Arbitration which shall be conducted in the state in which the project is located, or another mutually agreeable state, in accordance with the Commercial Arbitration rules of the American Arbitration Association as such rules shall be in effect on the date of delivery of demand for arbitration.

DELAY. Any delay, default, or termination of the performance of any obligation of GNWE under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, or transportation through normal commercial channels, failure of Client or Client's agents to furnish information or to approve or disapprove GNWE work promptly, late, slow or faulty performance by Client or other Contractors or government agencies, or any other acts of the Client or any other federal, state, or local government agency, or any other cause beyond GNWE reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of GNWE as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

TERMINATION. This Agreement may be terminated at any time by mutual consent or by notice by either party in writing. In the event of termination for any reason prior to the completion of the assignment GNWE reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by GNWE necessary to protect its professional reputation, to complete a report on work performed to date. The Client shall compensate GNWE for all work-performed prior to such termination in accordance with existing fee schedules.

LITIGATION. Should litigation be necessary to collect any portion of the amount payable hereunder, than all costs and expenses of litigation and collection including without limitation, fees, court costs, and attorney's fees shall be the obligation of the Client.