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INDUSTRIAL AND ENVIRONMENTAL SERVICES LETTER OF INTENT / EMERGENCY SERVICE CONTRACT

Client: _____ Start Date: ___/___/___ End Date: ___/___/___

Physical Address: _____ City: _____ State: _____ ZIP _____

Billing Address: _____ City: _____ State: _____ ZIP _____

Telephone: _____ Fax: _____ Contact: _____

SLICK Job # _____ Job Location: _____

NOTES: _____

- 1. As requested by Client, SLICK Response Services, LTD (SLICK) will provide all labor, equipment, supplies, and materials to control, contain, and clean up the work referred to above. Customer agrees that SLICK shall provide such labor, equipment, and supplies as SLICK deems necessary to properly complete the work requested, and Client agrees to fully cooperate with SLICK in the performance of the work to completion.
2. Further, if requested by Client, SLICK will provide for transportation and disposal of the waste (including, but not limited to, material provided by SLICK which may become contaminated by reason of the clean-up) which result from the work referred to above. In the event SLICK performs such disposal work, Client will incur additional charges, including, but not limited to, sample analysis fees, transportation fees, roll off box rentals and dumping fees. Client understands that CLIENT is the responsible party for the work and is therefore liable for the disposal of any and all hazardous or non-hazardous commodities and / or waste which result from the work referred to above.
3. Client acknowledges that SLICK maintains a current published rate schedule and that unless otherwise recited herein, all charges will be made according to that rate schedule. All charges shall be due within fifteen (15) days from the date of SLICK's invoice. There will be a service charge on all or any portion of the charges not paid within fifteen (15) days of 1-1/2% per month (18% per annum) for each month the payment is in arrears. Client agrees to pay an attorneys fee of cost plus 15% of the unpaid charges if Client's account is referred to an attorney for collection. Client understands that SLICK will use its best efforts to invoice this work as soon as possible; however, in the event of disposal as set out in Paragraph 2 above, Client agrees that invoicing for same may be delayed to circumstances beyond SLICK's control.
4. Client agrees to make payment on the terms specified above regardless of whether the same person or an entity other than the Client is legally responsible for the costs of the clean-up and regardless of whether Client is entitled to reimbursement for such costs from his own or some other person's or entity's insurance carrier. If the authorized representative is a shipping agent, then the agent will be responsible for the payment of all invoices.
5. Client agrees to indemnify and hold harmless SLICK from and for any and all claims of whatsoever kind, whether for damages to property or person for for the death arising out of performance of the work herein involved, unless caused by the sole and exclusive negligence of SLICK. SLICK shall maintain liability insurance (general liability, auto liability, worker's compensation with statutory limits, employer's liability, with USL&H and maritime employer's liability and pollution legal liability) with minimum limits of \$1,000,000.00 (million), or if higher deemed necessary, mutually agreeable by Client and SLICK. Certificates of Insurance will be provided to Client at Client's request.
6. This contract is executed by Client's duly authorized representative with the intent to be legally bound. If any clause, phrase or provision of this contract is determined to be contrary to law, then that clause, phrase or provision shall be disregarded but the remainder of the contract shall remain in effect. If any part of the Work was commenced by SLICK prior to the execution of this contract, this written contract shall apply in the same manner as if it had been made before the work was commenced. This contract shall be governed in all respects by the laws of the State where the work is actually performed, without regard to the conflict of laws or principle thereof.

Client's Authorized Representative Signature: _____ Print: _____

Date: ___/___/___ Title: _____

SLICK Response Services, LTD Representative Signature: _____ Print: _____

Date: ___/___/___ Title: _____