

Independent Truck Owner/Operator Information

Company Name : _____

Office Address : _____

City : _____ State : _____ Zip Code : _____

Office Phone # : _____ Fax # : _____

Fed ID # : _____ DOT # : _____

ND Contractor # : _____

Primary Contact Name : _____ Primary Cell # : _____

Primary Email : _____

**** The Principal Office address is where checks will be mailed, if you would prefer checks to be mailed to a different location please fill out your information in the space provided below. ****

Mailing Address : _____

City : _____ State : _____ Zip Code : _____

List of Equipment

| Unit Number | Year | Make | Model | Capacity (Tons) | Trailer Axles |
|--------------------|-------------|-------------|--------------|------------------------|----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| Unit Number | Year | Make | Model | Capacity (Tons) | Trailer Axles |
|--------------------|-------------|-------------|--------------|------------------------|----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

| | | |
|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other | |
| | <input type="checkbox"/> Exempt from backup withholding | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| 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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | | | | | |

or

| | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | |
| | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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 on page 4.)

| | | |
|------------------|--------------------------|------|
| Sign Here | Signature of U.S. person | Date |
|------------------|--------------------------|------|

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



2702 McCormick Ln
Billings, MT 59102

Office: 702-767-1196
Dispatch: 612-417-8853

“Subcontractor” Hauling Agreement

This Agreement is made and effective as of this ____ of _____, 2024 by and between Roughstock, Inc. a Montana based contractor with its principal office at 1803 16th St. W, Billings MT 59102 (hereinafter "Roughstock Inc."), and _____, an independent truck operator with its principal office at _____ (hereinafter "Subcontractor").

WITNESSETH:

WHEREAS “Subcontractor” is an Individual, Sole Proprietor or Similar Legal Entity able to provide transportation of property for shippers, owners, consignors, consignees, and receivers of general commodities; and

WHEREAS Roughstock Inc. wishes to secure the use of motor vehicle equipment and, in connection with such use, arrange for the providing of certain services as specified herein, all for the purpose of furthering Roughstock Inc.'s business; and

WHEREAS “Subcontractor” is the owner of the motor vehicle equipment hereto (the "Equipment"), wishes to provide the Equipment to Roughstock Inc. and is able and willing in conjunction with such hauling agreement to provide related driver and other services to Roughstock Inc.; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings contained in this Agreement, Roughstock Inc. and “Subcontractor” AGREE AS FOLLOWS:

1. **Term.** This Agreement shall be effective as of the date ____/____/2024 shall continue in effect until canceled by either party. It is the sole responsibility of the “Subcontractor” to return any equipment owned by Roughstock Inc. to Roughstock Inc.'s local office at 100 Main Street, Carpio, ND at or before the time of termination.
2. **Transportation of Freight.** Roughstock Inc. will attempt to tender “Subcontractor” enough shipments to keep the Equipment in reasonably regular use during the term of this Agreement. However, “Subcontractor” specifically acknowledges that Roughstock Inc.'s ability to do so is subject to factors over which Roughstock Inc. has no control, as well as to the availability and capability of the Equipment for any shipments that Roughstock Inc. tenders. “Subcontractor” therefore agrees that Roughstock Inc. has no express or implied obligation to tender any specific number of shipments to “Subcontractor” or to continue this Agreement in effect for any length of time.
3. **Control of Equipment.** Roughstock Inc. shall have only the exclusive possession, control, and use of the Equipment needed to meet Government-mandated regulations and shall only assume responsibility for operation of the Equipment as contemplated by Government Regulation. “Subcontractor” shall be responsible for satisfying regulatory requirements by equipping and maintaining the Equipment in accordance with Governmental regulation; conducting lawful operations and “Subcontractor” verifies that he/she meets all driver regulatory qualifications.

4. **Compensation.** “Subcontractor” will be paid bi-monthly with a 15-day holding period. The first bi-monthly pay period is the 1st-15th which is paid the following 1st of the month, and the 16th through the end of the month is paid on the following 15th.

A trip is not considered completed for purposes of the “Subcontractor’s right to receive payment until Roughstock Inc. has been furnished with properly completed and signed hauling sheets and satisfies all requirements of this agreement.

Rates for hauling sand for Asgard - Denbigh, ND to Asgard - Berthold, ND will be \$ 14.30 /ton.

Rates for hauling sand for Asgard - Denbigh, ND to Ross, ND will be \$ 21.00 /ton.

Rates for hauling sand for Asgard - Hazen, ND to Asgard - Berthold, ND will be \$ 22.00 /ton.

Rates for hauling sand for Asgard - Hazen, ND to Asgard - Ross, ND will be \$ 29.50 /ton.

In the event of a rate change, we will provide independent operators with notice before they take in effect. We will communicate any rate changes via email or other agreed-upon communication channels. If independent operators do not agree to the new rates, they may terminate this hauling agreement with written notice to us.

5. **Maintenance of Equipment.** “Subcontractor” is responsible for paying all costs associated with the operation, maintenance and repair of the Equipment including, but not limited to, the following:

- a) Fuel, oil and repairs to the Equipment;
- b) Fuel, road and mileage taxes;
- c) Vehicle licenses, base plates, and permits of all types;
- d) Tolls and ferries;
- e) Drivers' wages (including any agency regulated predetermined wages or benefits) and all employment, FICA, withholding and other similar taxes related thereto;
- f) Highway use, road, ad valorem or other similar taxes based on the use or operation of the Equipment, within or through the States that assess such Taxes;
- g) Fines (other than overweight or over-dimension fines which are not the result of the Contractor's acts or omissions).
- h) Empty mileage.

6. **Liability for Damages and Indemnification.** “Subcontractor” shall assume all liability for any damage that occurs to the Equipment and to any equipment owned by Roughstock Inc. and used hereunder or that arises from the operation of the Equipment and of any equipment owned by Roughstock Inc. and used hereunder while it is not in Roughstock Inc.'s service or dispatch.

“Subcontractor” shall indemnify, defend, and hold harmless Roughstock Inc., its employees and agents from and against any liability, loss or claim whatsoever in respect of death or injury, loss or damage to property, and losses or expenses resulting from third party claims to the extent caused by the “Subcontractor’s” performance of this Agreement whether such death, injury, loss, damage or claim was caused by negligence, breach of contract, or breach of statutory duty. The “Subcontractor” shall not be required to indemnify Roughstock Inc. from any death, injury, loss, damage or claim, caused by the negligence, actions or omissions of Roughstock Inc., its employees or agents.

Roughstock Inc. shall indemnify, defend, and hold harmless “Subcontractor”, its employees and agents from and against any liability, loss or claim whatsoever in respect of death or injury, loss or damage to property, and losses or expenses resulting from third party claims to the extent caused by Roughstock Inc.' performance of this Agreement whether such death, injury, loss, damage or claim was caused by negligence, breach of contract, or breach of statutory duty. Roughstock Inc. shall not be required to indemnify “Subcontractor” from any death, injury, loss, damage or claim, caused by the negligence, actions or omissions of “Subcontractor”, its employees or agents.

7. **Required Documentation.** “Subcontractor” shall provide Roughstock Inc. all information needed by Roughstock Inc. to permit Roughstock Inc.'s compliance with Federal Motor Carrier Safety Administration maintenance regulations.

7. **Insurance.** “Subcontractor” shall obtain and shall require subcontractor of any tier, to pay for and keep in force, insurance for protection from claims under worker's compensation acts; claims for damages because of bodily injury, including personal injury, sickness disease or death of any “Subcontractor” employees or of any other person; claims for damages because of injury to or destruction of property including loss of use resulting there from; claims for damages because of bodily injury or death of any person or property damage arising out of ownership maintenance or use of any motor vehicle; and claims arising out of the performance of the contract and caused by the “Subcontractor” or subcontractor's negligence. Compliance by “Subcontractor” or subcontractor with the insurance requirements set forth herein shall not relieve “Subcontractor” or subcontractor from liability for amounts in excess of the limits of insurance.

Such insurance as required shall be kept in force by the “Subcontractor” continuously during the life of the Agreement. The types of insurance and minimum amount of limits, required hereunder are:

A. Workers Compensation.: “Subcontractor” shall maintain workers compensation as required by law:

Workers Compensation and Employers Liability Insurance. “Subcontractor” shall maintain applicable Statutory Workers' Compensation coverage and Employer's Liability coverage with a minimum limit of \$100,000 bodily injury by accident, each accident; \$100,000 by disease each employee, \$500,000 bodily injury or by disease policy limit. The “Subcontractor” shall furnish to Roughstock Inc. a certificate or other evidence satisfactory to Roughstock Inc. of such coverage and shall include a waiver of subrogation in favor of Roughstock Inc.

Prior to commencement of work, “Subcontractor” shall deliver to Roughstock Inc. insurance certificates evidencing that the required insurance is in force with insurance companies satisfactory to Roughstock Inc. All certificates of insurance required hereunder shall specifically state the insurer's promise that there shall be no material change in, or cancellation of, the policy or policies evidenced except upon 30 day prior written notice via certified mail to Roughstock Inc., and that 30 days prior to the renewal date, “Subcontractor” shall furnish Roughstock Inc., with updated or replacement certificates of insurance that clearly evidence continuation of all coverage in the same manner, limits and protection, as required. Roughstock Inc. shall be included as additional insured under all coverage (except Professional Liability & Statutory Workers Compensation) as required by this Agreement shall be specifically identified on the certificates of insurance.

Insurance and Risk of Loss. Roughstock Inc. shall not be liable for any loss or casualty incurred or caused by “Subcontractor” or Subcontractor’s employees. All insurance (except as stated otherwise) shall be procured at “Subcontractor’s” expense and shall have Roughstock Inc. listed as an additional insured. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. “Subcontractor” shall file certificates of insurance with Roughstock Inc. at least one (1) day prior to scheduled commencement of the work. No policy of insurance so provided may permit cancellation without thirty (30) days prior written notice of cancellation to Roughstock Inc. **Failure of “Subcontractor” to maintain complete insurance may be deemed a material breach allowing Roughstock Inc. to either terminate this Agreement or to procure such insurance at “Subcontractor's” sole expense. In the event “Subcontractor” fails to procure and/or maintain an insurance as required above, an insurance fails for any reason (including, without limitation, breach of policy condition or warranty), and/or an insurer otherwise refuses or is unable to pay, “Subcontractor” shall be deemed an insurer or self-insurer, shall accept and pay claims which would have otherwise been submitted to the failed insurance and shall indemnify and hold harmless (including legal fees and costs) Roughstock Inc. of any loss, damage, expense, claim, liability and/or suit resulting from such failure.** (see also exhibit "A")

9. **“Subcontractor” Not an Agent.** In performing its services hereunder, “Subcontractor” is acting as an independent contractor and not as the agent or employee of Roughstock Inc. Neither “Subcontractor” nor Roughstock Inc. has the right to bind the other unless specifically authorized. “Subcontractor” shall advise all third parties of the independent contractor nature of the relationship and shall take no actions that are contrary to the relationship of independent contractor status. “Subcontractor” shall, upon request by Roughstock Inc., provide Roughstock Inc. with evidence that “Subcontractor” has complied with all the obligations related to federal, state and local income, withholding and employment taxes. “Subcontractor” has the right to maintain and repair the Equipment at any location of “Subcontractor's” choice.

10. **Termination.** It is agreed and understood that the “Subcontractor” shall grant Roughstock Inc. a written notice 15 days prior to the termination of this Agreement, stating the “Subcontractor's” intent to terminate this Agreement. Roughstock Inc. will give Contractor 15 day's written notice of its intent to terminate this Agreement unless Roughstock Inc. determines, in its sole judgment, that a shorter time is necessary to protect its interests.

Upon termination of this Agreement, the time for making payments/settlements to “Subcontractor” is suspended and Roughstock Inc. is granted at least forty-five (30) days after the date of termination within which to provide “Subcontractor” with a final payment/settlement but such final payment/settlement is to be made by Roughstock Inc. to “Subcontractor” only after all accounts and matters between Roughstock Inc. and “Subcontractor”, whether specifically related to this Agreement or not, have been cleared and settled. Roughstock Inc. may deduct from any payment due to “Subcontractor” any amounts owed by “Subcontractor” to Roughstock Inc., whether arising under this Agreement or other arrangements between Roughstock Inc. and “Subcontractor”, as of the date of termination. Roughstock Inc. shall provide “Subcontractor”, before any deductions are made, a written explanation and itemization of any deductions made from any settlement. The parties acknowledge that final settlement may take longer than forty-five (30) days.

11. **Accident Investigation.** “Subcontractor” shall notify Roughstock Inc. by telephone immediately of any accident that occurs during use of the Equipment and/or any equipment owned by Roughstock Inc. and shall cooperate in the investigation of any such accident and in any subsequent legal action.

12. **Hauling Agreement Documents.** This Hauling Agreement, together with "Rider #1, Article's #1 thru #6" and made a part of the Hauling Agreement, is the entire understanding of Contractor and “Subcontractor” and supersedes any prior quotations, proposals or agreements.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

Contractor: Roughstock Inc.

“Subcontractor”: _____

By: Laura Sepulveda

By: _____

Title: President

Title: _____

Date Signed: 4/1/2024

Date Signed: _____

Signature:  _____

Signature: _____

EXHIBIT A

Insurance Requirements for “Subcontractor”

“Subcontractors” shall provide and maintain insurance of the type and limits as set forth below.

| <u>Type of Coverage</u> | <u>Minimum Limit</u> |
|-----------------------------------------------------------|----------------------|
| 1.) General Liability – Occurrence | \$1,000,000 |
| a. General Aggregate | \$2,000,000 |
| b. Products/Completed Operations Aggregate | \$1,000,000 |
| 2.) Auto Liability (owned/hired/non-owned) | \$1,000,000 |
| 3.) Cargo | \$100,000 |
| 4.) Workers Compensation or Occupational Accident | |
| a. Worker's Compensation (Required if you have employees) | |
| i. Worker' s Comp. Statutory | \$1,000,000 |
| b. Employers Liability (Optional) | |
| i. Occupational Accident – Combined Single | \$1,000,000 |

The certificate must be provided on an Acord form and also address the following:

1.) Workers' Compensation Insurance:

Shall include both Part I (Coverage A), which may be satisfied by self-insurance program meeting the requirements of the law of the state in which the Project is located); and Part II (Coverage B), Employer 's Liability Insurance of \$1,000,000 per accident is optional.

2.) Additional-Insured Coverage

Roughstock Inc. and/or subsidiary, affiliated and associated companies including any employee, officer or director as their respective interest may appear, must be listed as an Additional Insured, with the exception of Workers Compensation Insurance. (Endorsement ISO forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalents shall be attached.)

3.) Primary Non-contributory On Auto Liability and General Liability

“Subcontractor” shall indemnify, defend, and hold harmless Roughstock Inc., its employees and agents from and against any liability, loss or claim whatsoever in respect of death or injury, loss or damage to property, and losses or expenses resulting from third party claims to the extent caused by the “Subcontractor’s” performance of this Agreement whether such death, injury, loss, damage or claim was caused by negligence, breach of contract, or breach of statutory duty. The “Subcontractor” shall not be required to indemnify Roughstock Inc. from any death, injury, loss, damage or claim, caused by the negligence, actions or omissions of Roughstock Inc., its employees or agents.

Roughstock Inc. shall indemnify, defend, and hold harmless “Subcontractor”, its employees and agents from and against any liability, loss or claim whatsoever in respect of death or injury, loss or damage to property, and losses or expenses resulting from third party claims to the extent caused by Roughstock Inc.' performance of this Agreement whether such death, injury, loss, damage or claim was caused by negligence, breach of contract, or breach of statutory duty. Roughstock Inc. shall not be required to indemnify “Subcontractor” from any death, injury, loss, damage or claim, caused by the negligence, actions or omissions of “Subcontractor”, its employees or agents.

4.) Waiver of Subrogation and Additional Insured

All policies will contain a Waiver of Subrogation in favor of Roughstock Inc. and its Insurers, to the extent such claims arise out of or relate to Work Related Matters. Text can be added to Description on Acord - "Auto Liability, General Liability - include an endorsement that provides Additional Insured status, waiver of subrogation and primary non contributory to Certificate Holder when required by written contract between Named Insured and Certificate Holder. 30-day notice of cancel (except for non payment)"

EXHIBIT A (Continued)
Insurance Requirements for “Subcontractor”

Certificate of Insurance

- a. Before beginning Work, “Subcontractor” will provide the Contractor with both (1) the insurance certificate(s) showing compliance with all of the specified insurance requirements, and (2) a copy of each additional-insured endorsement meeting the “Subcontractor's” additional-insured obligations under this “Subcontractor” Hauling Agreement.
- b. “Subcontractor's” obligation to provide the required insurance will not be waived or modified by
 - (i) “Subcontractor's” failure to provide the certificate(s) of insurance or endorsement(s),
 - (ii) Contractor's acceptance of a certificate of insurance or endorsement showing coverage varying from the required coverage
 - (iii) Contractor's direction to Subcontractor to begin Work.
- c. Contractor may withhold payments to “Subcontractor” until “Subcontractor” provides Contractor with the required insurance certificate(s) and endorsement(s).
- d. Current A.M. Best's Rating for each insurance company must be A- or better. listed, must be shown.
- e. Thirty (30) day minimum prior written notice of cancellation. The cancellation provision must provide for 30 days written notice to the certificate holder before cancellation, except if such cancellation is due to failure to pay premiums in which case 10 days prior written notice of cancellation is given.

Should you have any questions regarding the requirements above
please call Laura Sepulveda at (702) 767-1196

RIDER #1 - Articles #1 thru #6

This rider shall control any conflicts between this rider and the Standard Subcontract Agreement:

ARTICLE 1 Payment

1.1 **(Basis for Payment)** Subcontractor is entitled to payment from Contractor at the price or prices in the Subcontract on the same basis and in the same quantities as Contractor receives payment from Owner.

1.2 **(Pay-if-Paid)** Payment from Owner to Contractor is a condition precedent to Contractor's obligation to pay Subcontractor. Subcontractor is relying solely upon the credit and ability of Owner and not of Contractor for payment for work performed and materials furnished by Subcontractor. Subcontractor accepts the risk of Owner's failure to make payment, for reasons of insolvency or otherwise, and Subcontractor's sole remedy for Owner's non- payment shall be a lien against Owner's property; a direct claim against Owner if available at law; or a pass-through claim in Contractor's name if a lien or direct claim against Owner is not available to Subcontractor.

1.3 **(Non-Payment of Sub-Subcontractors or Suppliers)** If Subcontractor unjustifiably fails to make timely payments to its sub-subcontractors or suppliers for any labor, material, services, and equipment furnished to or by Subcontractor for the Project, Contractor may make those payments at Subcontractor's expense. If any claim is asserted for which, if established, Contractor or Owner might become liable and that is chargeable to Subcontractor or any party claiming through Subcontractor, Contractor may retain from any payment due or to become due by Contractor to Subcontractor, an amount sufficient to completely indemnify Contractor and Owner against the claim and the defense of the claim. If the claim is asserted after final payment is made to Subcontractor, Subcontractor shall promptly pay to Owner and Contractor all monies that they may reasonably pay in discharging the claim and shall reimburse Owner and Contractor for all losses and expenses, including reasonable attorneys' fees, that are incurred or sustained as a result of the claim. Contractor's exercise of its rights under this paragraph shall not limit Contractor's any other right or remedy in this Subcontract or otherwise provided by law.

1.4 **(Payment Is Not Acceptance)** Payments made by Contractor to Subcontractor shall not be construed as acceptance of any part of the Work that is defective, faulty, or incomplete.

1.5 **(Payment Upon Termination by Owner)** If Owner suspends or terminates the Project or terminates the General Contract, whether with or without cause, then Subcontractor shall be entitled only to the compensation as is received by Contractor for the suspension or termination and relates to Subcontractor's Work.

1.6 **(Final Payment)** Contractor shall notify Subcontractor in writing of the amount of the final payment to be made to Subcontractor pursuant to this Subcontract and the manner in which that payment is calculated. Within twenty (20) days after the receiving that notice, Subcontractor shall provide Contractor with written notice of any objections Subcontractor may have. If no written objections are received by Contractor within the specified time, Subcontractor may not claim any compensation in excess of the amount of the final payment stated in the written notice furnished to Subcontractor by Contractor. The acceptance by Subcontractor of the final payment under this agreement shall be a complete and unconditional release by Subcontractor of Contractor and Owner from any and all existing and future claims and demands by Subcontractor against Contractor and Owner, known or unknown, arising out of or relating to the Project.

ARTICLE 2 Indemnity

2.1 **(Indemnity)** The Subcontractor's indemnity obligations are not limited to injuries, damages, and other losses occurring during performance of Subcontractor's Work but also include injuries, damages, and other losses occurring after Subcontractor's completion of the Subcontractor's Work and Contractor's final completion of the Project.

ARTICLE 3 Regulatory Requirements

2.1 **(Safety)** As part of its obligations, Subcontractor shall comply with Contractor's "Safety Best Practices." Subcontractor agrees to cooperate with all health and safety programs, as well as Contractor's "Safety

Best Practices," in furtherance of Subcontractor's duties under the Occupational Safety and Health Act, North Dakota Aware, and all other safety requirements imposed by law or by Owner. If in the opinion of Contractor the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, Contractor may (but is not required to) at Subcontractor's expense take any action as it deems necessary to protect the safety of Subcontractor's employees or others.

2.2 **(Immigration)** Subcontractor (i) shall not knowingly employ aliens not authorized to work in the United States, (ii) shall verify the employment documentation specified in the Immigration Act, and (iii) shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act.

ARTICLE 4 **Claims and Extras**

4.1 **(Acceleration, Delays, Disruptions, and Suspension)** If Subcontractor's commencement or performance of its Work is in whole or in part accelerated, delayed, disrupted, or suspended for reasons beyond Subcontractor's control and without Subcontractor's fault or negligence, Subcontractor's sole remedy against Contractor and Contractor's surety shall be an equitable adjustment of the Subcontract price or time to the extent and only the extent that Owner actually compensates Contractor for the acceleration, delay, disruption, or suspension of Subcontractor's Work.

4.2 **(Differing Site Conditions)** If Subcontractor encounters a differing site condition, Subcontractor's sole remedy against Contractor and Contractor's surety shall be an equitable adjustment of the Subcontract price or time to the extent and only to the extent that Owner actually compensates Contractor for Subcontractor's increased cost or time for the condition. A differing site condition is a latent or subsurface condition that (a) is undisclosed or not reasonably discoverable before bidding, (b) varies materially from those indicated in the Contract Documents, or (b) varies materially from those ordinarily encountered on similar projects in the area of the Project.

4.3 **(Extra Work, Altered Work, and Significant Changes in the Character of the Work)** If Owner expressly or constructively orders extra work, altered work, or significant changes in the character of the work, Subcontractor's sole remedy against Contractor and Contractor's surety shall be an equitable adjustment of the Subcontract price or time to the extent and only the extent that Owner actually compensates Contractor for Subcontractor's increased cost or time; but only if Subcontractor notifies Contractor in writing of the delay, disruption, or suspension no later than two working days before Contractor's deadline for notice to Owner and in no event later than seventy-two hours after the occurrence of the event causing the delay, disruption, or suspension.

4.4 **(All Extras Through Contractor)** If Subcontractor negotiates directly with Owner and without Contractor's participation or agreement, to provide any extra work or materials, Contractor may deduct fifteen (15) percent for that extra work or materials to cover Contractor's related overhead and profit margin.

ARTICLE 5 **Dispute Resolution**

5.1. **(Prosecution of Pass-Through Claims)** A pass-through claim is a claim based upon an occurrence, omission, or condition that would have entitled Contractor to assert a claim against Owner had Contractor's own forces been performing Subcontractor's work. Subcontractor will not sue or demand arbitration of Contractor or Contractor's surety on any pass-through claims for extra money or time; but will at Subcontractor's expense pursue all pass-through claims under Contractor's name and sponsorship according to the claim procedures in the General Contract. Subcontractor's compensation on those claims is limited to the compensation awarded to and collected by Contractor, and Subcontractor is bound to Contractor and Contractor's surety on all decisions on pass-through claims to the same extent as Contractor is bound to Owner. If allowed by the law of the state in which the Project is located, however, Subcontractor will sue or demand arbitration of Owner directly on pass-through claims without naming Contractor or contractor's surety; and that lawsuit or arbitration shall be Subcontractor's sole and exclusive remedy for pass-through claims.

5.2. **(Litigation and Arbitration)** If Contractor or Contractor's surety elects at its sole discretion to demand arbitration with Subcontractor over any claim, dispute, or other matter in question arising out of or relating to the Subcontract, then that dispute shall be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. Arbitration proceedings between Contractor (or Contractor's surety) and

Subcontractor may be consolidated with other arbitration proceedings pending between other parties and either Contractor or Subcontractor, but only if the other arbitration proceedings arise out of the same transaction or occurrence or relate to the same subject matter. The award entered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with the Federal Arbitration Act in any court having jurisdiction.

ARTICLE 6
Miscellaneous

4.1 (Labor Relations) Subcontractor shall take all reasonable steps to ensure harmonious labor relations at the Project site. Subcontractor shall strictly comply with all of the labor agreements applicable to the Project, including payment requirements to labor trust funds, and jurisdiction and scope of work claimed by various crafts and the procedures contained in those agreements for resolution of jurisdictional disputes. Should there be picketing on the Project site and Contractor establishes a reserve gate for Subcontractor, Subcontractor shall continue the performance of its Work without interruption or delay. If any person or entity performing Subcontractor's Work refuses to cross an established picket line or engages in a strike, work stoppage, or slowdown that hinders or delays Subcontractor's Work, Contractor at its option may employ others to prosecute Subcontractor's Work and may charge the related costs to Subcontractor.

4.2 (Mandated Clauses) If the General Contract, the law, the Federal Acquisition Regulations, or an executive order mandates that Contractor include clauses or other requirements in subcontracts on this Project, those mandated clauses or requirements are part of this Subcontract even if not specifically recited in it, and they supersede all inconsistent provisions of the Subcontract.

4.3 (Severability) Any invalidity or unenforceability of all or part of a provision of this Subcontract shall be severable and shall not affect the validity or enforceability of the remaining provisions.

4.4 (Applicable Law) This Subcontract shall be governed by the laws of the state in which the Project is located.

Contractor: Roughstock Inc.

“Subcontractor”:

By: Laura Sepulveda

By: _____

Title: President

Title: _____

Date Signed: 4/1/2024

Date Signed: _____

Signature: 

Signature: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|-----------------------------------------------------------------------------|-------------------------------|------------------------------|-------------------------------|
| PRODUCER Example Insurance, Inc. PO Box 10307 CITY ST 54321 | CONTACT NAME: | | |
| | PHONE (A/C, No, Ext): | (555) 281-8200 | FAX (A/C, No): (555) 281-0172 |
| | E-MAIL ADDRESS: | client@exampleinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: | Northfield Insurance Company | |
| INSURED YOUR COMPANY NAME HERE YOUR ADDRESS HERE CITY ST 54321 | INSURER B: | Great West Casualty | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES CERTIFICATE NUMBER: 21-22 CONTRACT REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | Y | XXXXXXXX | xx/xx/xxxx | xx/xx/xxxx | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | XXXXXXXX | xx/xx/xxxx | xx/xx/xxxx | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | S & A Pollution \$ 1,000,000 |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | XXXXXXXX | xx/xx/xxxx | xx/xx/xxxx | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER StopGap/EmpLiab |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Motor Truck Cargo | | | XXXXXXXX | xx/xx/xxxx | xx/xx/xxxx | Limit \$5,000 Deduct \$1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto Liability, General Liability - include an endorsement that provides Additional Insured status, waiver of subrogation and primary non contributory to Certificate Holder when required by written contract between Named Insured and Certificate Holder.

30-day notice of cancel (except for non payment)

CERTIFICATE HOLDER

Roughstock Inc.
1803 16th Street W

Billings MT 59102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE