

BLANKET PURCHASE AGREEMENT
by and between
Southeast Alaska Petroleum Resource Organization, Inc.
AND
«Company»

This Blanket Purchase Agreement (“Agreement”) is entered into this 22nd day of May, 2013, by and between Southeast Alaska Petroleum Resource Organization (“SEAPRO”), whose address is 540 Water Street, Suite 201, Ketchikan, Alaska 99901, as agent for various Contracting Parties, and «Company» (“Contractor”), whose address is «cAddress» «cCity», «cStateProvince» «ZipCode».

WHEREAS, SEAPRO has entered into various contracts (“Response Contracts”) under which SEAPRO is obligated to provide oil spill response services, equipment, materials, and supplies to others, including members of SEAPRO and state and federal agencies, referred to herein collectively as “Contracting Parties”; and

WHEREAS, SEAPRO is authorized under the Response Contracts to enter into various contracts, as agent for the various Contracting Parties, for the purpose of procuring oil spill response services, equipment, materials, and supplies (“resources”); and

WHEREAS, Contractor desires to provide the resources described in Attachment “A” (“Contract Work”) to SEAPRO as agent for one or more of the contracting parties;

NOW THEREFORE, in consideration of the premises and in further consideration of the promises below, SEAPRO agrees to purchase, and Contractor agrees to provide SEAPRO with the Contract Work, subject to the following terms and conditions.

1. Capacity of SEAPRO. SEAPRO is, and shall at all times be, and shall act as the agent of one or more of the Contracting Parties. At the time of requesting any Contract Work under this Blanket Purchase Agreement, SEAPRO shall notify Contractor of the name and address of the Contracting Party for whom the Contract Work is being procured. Contractor agrees to look solely to the named Contracting Party, and not to SEAPRO, for all performance promised to Contractor under this Agreement.
2. Obligations of the Parties. Nothing in this Agreement shall obligate SEAPRO at any time to request any Contract Work from Contractor. In the event, however, that SEAPRO requests Contract Work from Contractor, the terms of this Agreement shall apply to such request, and shall govern the relationship between the parties.
3. Requests for Contract Work. In the event that SEAPRO desires to request Contract Work from Contractor, SEAPRO shall complete and transmit to Contractor a written request substantially in the form of Attachment “B.” A request under this Agreement shall be valid if it (1) names a responsible Contracting Party, (2) lists Contract Work that is described in Attachment “A”, and (3) is signed by the General Manager of SEAPRO.

4. Indemnification.

4.1. Special Recitals. As agent for Contracting Party, SEAPRO acknowledges that:

- 4.1.1. Neither this agreement nor any other instrument requires Contracting Party to use Contractor resources or to utilize Contractor for response action in connection with any discharge or drill;
- 4.1.2. Contracting Party is solely responsible for all planning, preparation, equipment acquisition, contracting and operations in connection with response action necessitated by a discharge or drill involving Contracting Party's equipment or facilities;
- 4.1.3. For the purposes of any dispute related to the enforceability of these indemnification provisions, Contracting Party waives any claim that it did not have adequate opportunity to inspect and evaluate the resources that have been acquired by Contractor and to evaluate their condition and usefulness to Contracting Party in the event of a discharge or drill.
- 4.1.4. Any and all resources provided by Contractor under this Contract are provided "as is, where is," and Contractor makes no representation as to the merchantability or fitness for any particular purpose of the same.
- 4.1.5. SEAPRO will exercise due diligence to ensure that all Contractor resources to be obtained for Contracting Party are ready and available to Contracting Party when requested. SEAPRO, however, does not guarantee the availability of any particular resources at any time. Contracting Party shall look solely to Contractor, and not to SEAPRO, for the performance of all Contractor obligations.
- 4.1.6. If these indemnification provisions were not included in this agreement, Contractor would be unwilling to enter into this agreement.

4.2 Indemnification. It is the intent of the parties that the Contracting Party shall assume all indemnification responsibilities provided herein. Contracting Party hereby agrees to indemnify, defend, and hold harmless SEAPRO and Contractor, and their members, directors, officers, managers, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, fees (including reasonable attorneys' fees), expenses, penalties, losses or liabilities, in law or in equity, of every kind and nature whatsoever, arising out of or in any way connected with:

- 4.2.1. Any and all actions, or failures to act, on the part of Contracting Party, its contractors, or SEAPRO, its members, staff, and contractor(s), carried on under or in connection with response action requested by Contracting Party or by SEAPRO on its behalf;
- 4.2.2. Any and all penalties, fines, or other liability imposed on Contractor on account of the violation of any law or regulation, compliance with which is left by law to Contracting Party, if such penalties, fines, or other liability arise out of or are in any way connected with response action requested by Contracting Party by SEAPRO on its behalf; and
- 4.2.3. Any and all liens, claims, assessments, levies and stop notices of labor, and any other liens or claims on account of overdue or other deficient handling of charges for labor or materials, if such liens, claims, assessments, levies, and stop notices of labor, or other liens or claims arise out of or are in any way connected with response action requested by Contracting Party or by SEAPRO on its behalf.

4.3 Extent of Indemnification. The indemnification obligations of Contracting Party are fully effective to the extent allowed by law even if such claims, demands, causes of action,

damages, costs, expenses, penalties, losses, or liabilities were caused or contributed to, in whole or in part, by:

- 4.3.1 The active or passive negligence or other fault, including gross negligence, of SEAPRO or Contractor or their agents, representatives, or employees;
- 4.3.2 Any resources supplied by SEAPRO or Contractor, howsoever caused, whether by failure, malfunction or defect, latent or otherwise, in said equipment or materials, or by the maintenance thereof; or
- 4.3.3 The liability without fault of SEAPRO or Contractor or their agents, representatives or employees.
- 4.3.4 The obligations of indemnification are not limited, restricted, or in any way affected by the amount of insurance carried by the Contracting Party or Contractor, or by any terms or conditions of any insurance policies. The obligations of indemnification shall survive the termination of this agreement.

4.4 Indemnification Duties. Contracting Party assumes, without limitation, the following obligations with respect to services requested by Contracting Party or by SEAPRO on its behalf:

- 4.4.1. At its own cost, expense, and risk, to accept and conduct the defense of any and all suits, actions, and other legal proceedings that may be brought or instituted against the indemnitee and to prosecute any appeals;
- 4.4.2. To pay and satisfy any and all settlements, final judgments, and decrees that may be paid by, or enforceable against, the indemnitee;
- 4.4.3. To reimburse the indemnitee for any and all reasonable attorneys' fees, costs and expenses incurred by the indemnitee in order to enforce the provisions of this agreement;
- 4.4.4. To reimburse the indemnitee for any and all reasonable attorneys' fees, costs, and expenses incurred by the indemnitee prior to the assumption of indemnification responsibilities by Contracting Party in connection with any and all suits, actions, and other legal proceedings described above; and
- 4.4.5. After Contracting Party has assumed such responsibility, indemnitee is entitled to participate at its sole cost and expense in the defense of any suit, action, or other legal proceeding without affecting the indemnity obligations of Contracting Party under this agreement.

4.5 Administration.

- 4.5.1 In requesting that Contractor perform Contract Work, and in utilizing and receiving the benefits of response action, Contracting Party reaffirms thereby its commitment to perform its obligations as provided herein.
- 4.5.2 Contractor may, if it so elects, pay and discharge any liens or overdue charges for labor, equipment, or materials incurred by Contracting Party as may be reasonably necessary to protect the interests of Contractor. Any and all such payments shall be for the account of Contracting Party.
- 4.5.3 The provision of Contract Work by Contractor does not constitute or affect any construction contract under AS 45.45.900.
- 5. Term. The term of this Agreement shall extend from the date first mentioned above until and including December 31, 2015. Thereafter, the term shall be automatically extended for an

additional term of two years, unless, not later than November 15, 2015, Contractor has notified SEAPRO that Contractor desires to terminate the same, effective December 31, 2015. Notwithstanding the foregoing, Contractor may, on thirty days' written notice, amend Attachment "A" by adding or removing items or by changing the rates applicable to them.

6. Payment Terms. Not more frequently than once per month, Contractor shall invoice SEAPRO at the address shown above for all Contract Work performed in the preceding month. An invoice shall apply the rates shown in Attachment "A", and shall include sufficient detail to allow verification of the amounts invoiced, and shall be supported by signed time sheets, equipment logs, vessel logs, and other data reasonably sufficient to support payment. Upon receipt of an invoice, SEAPRO shall promptly verify its accuracy and shall thereupon endorse and transmit the same to the responsible Contracting Party for payment. The endorsed amount of an invoice shall be due and payable to Contractor within thirty days after receipt by the Contracting Party of the same.
7. Taxes. In addition to the prices provided for herein, Contractor shall invoice SEAPRO for any foreign or domestic duty, tax, sales or use tax, excise tax, fee or other charge (but exclusive of taxes based on or measured by net income or net worth) that Contractor may be required by any municipal, state, federal or foreign government law, rule, regulation or order, to collect or pay with respect to the sale, transportation, storage, delivery or use of Contract Work hereunder. Notwithstanding the above, Contractor shall not collect and SEAPRO shall not pay any such aforesaid duty, tax, sales or use tax, excise tax, fee or other charge for which SEAPRO or Contracting Party timely furnishes Contractor a properly completed exemption certificate or other appropriate documentation.
8. Audit and Records. SEAPRO and the Contracting Party shall have access at all reasonable times, during the term of this Agreement and for two years thereafter, to all of Contractor's personnel and related job descriptions, employment and qualification records, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, data stored in computers, and memoranda of every description pertaining to the Contract Work under this Agreement for the purpose of auditing and verifying charges. SEAPRO and the Contracting Party shall have the right to reproduce any of the aforesaid documents.
9. Business Practices. Each party hereto agrees to comply with all laws and lawful regulations applicable to any activities carried out in the name of or on behalf of the other party under the provisions of this Agreement and/or any amendments to it. Each party hereto agrees that all financial settlements, billings, and reports rendered to the other party, as provided for in the Agreement and/or any amendments to it, will, to the best of its knowledge and belief, reflect properly the facts about all activities and transactions related to this Agreement, which data may be relied upon as being complete and accurate in any further recording and reporting made by such other party for whatever purpose.
10. Governing Law and Venue. The validity and interpretation of this Agreement and the legal obligations of the parties to it shall be governed by the General Maritime Law of the United States, if applicable, otherwise by the laws of the State of Alaska. Exclusive venue for any

litigation arising out of or in connection with this Agreement shall be in an appropriate state court in Ketchikan, Alaska, or in the United States District Court in Juneau, Alaska.

11. Notices. Any invoice, notice, request or consent required or permitted to be given or made under the terms of this Contract shall be in writing. Such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

SEAPRO
David Owings
General Manager
Water Street, Suite 201
Ketchikan, Alaska 99901

«Company»
«CFName» «CLName»
«cAddress»
«cCity», «cStateProvince» «ZipCode»


Tel: 907-225-7002
Fax: 907-247-1117

Tel: «cPhone»
Fax: _____

A Party may change its address for notice hereunder by giving the other Party notice of such change under this clause.

12. Material Safety Data Sheets. In accordance with the Occupational Safety and Health Administration's Hazard Communication Standard, 29 CFR Section 1910.1200, Contracting Party shall provide to SEAPRO all material safety data sheets (MSDS's) applicable to the materials purchased under this Agreement at or before the time of the initial shipment hereunder. All updates to such MSDS's shall be provided to SEAPRO with the first shipment after updating. The MSDS's shall be sent SEAPRO at the address for notices, above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first mentioned above.

SEAPRO
By David Owings

Signature
Its General Manager

«Company»
By _____
Signature _____
Its _____

ATTACHMENT "A"
"CONTRACT WORK"

1. GENERAL:

1.1 Compensation to the Contractor for the performance of Services under this Agreement shall consist of the sum of the amounts computed on the basis of Fixed Equipment Rates under part 2, pursuant to Paragraph 2.0 - Fixed Equipment Rates, below, plus reimbursement to the company of its actual costs of certain specific items under Paragraph 3.0, Personnel Rates below.

2. FIXED EQUIPMENT RATES:

2.1 In addition to the fixed periodic rates, below, the Contracting Party shall bear and be responsible for all costs of necessary repairs, replacement and cleaning of the equipment to the extent not covered by Contracting Party's insurance.

2.2 All equipment prices are ex-operator, ex-mobilization, unless otherwise stated.

2.3 All costs of transportation, mobilization, and demobilization of equipment and personnel will be billed to the Contracting Party.

2.4 Time charges begin when SEAPRO receives a telephone confirmation or written confirmation from Contracting Party requesting equipment and/or response pool personnel to be activated for mobilization to a site.

2.5 Time charges terminate when equipment and response pool personnel are returned to their normal place of storage, decontaminated and in the same good repair as when mobilized, ordinary wear and tear accepted.

2.6 Economy air fare and aircraft charter, rental vehicles, vessels, long distance calls and any other costs associated with the response will be billed to the Contracting Party.

2.7 Any resources used for a fraction of a day will be billed at a full day's rate.

2.8 Applicable Alaska sales taxes will be billed accordingly.

3. PERSONNEL RATES:

3.1 Straight Time Rates (ST) are for 5 days per week, 8 hours per day, Monday thru Friday. Any additional time will be charged at the Overtime Rate (OT) or the Premium Time Rate (PT), as described in subparagraph 3.2.

3.2 Minimum call out is 4 hours per person. Straight time (ST) is the first 8 hours in a 24-hour period with a 1/2 hour lunch, Monday - Friday. Overtime (OT) is any time over 8 hours in a 24-hour period, 40 hours in a week, at 1.5 times the ST rate, Monday-Friday, and any hours Saturday.

3.3 Reasonable living expenses, including the cost of meals, lodging and reasonable incidentals while performing services for the contracting party, shall be billed at actual cost.

3.4 All reasonable expenses for transportation to and from the mobilization site and the work location defined by the Contracting Party shall be billed to the Contracting Party at actual cost.

3.5 The contractor will insure all personnel have received HAZWOPER training to the Technician Level and hold current refresher training certification under OSHA standards.

3.6 All rates are shown in U.S. dollars.

Personnel Classification	ST/Rate	OT/HR
Management (ICS)		
Administrative		
Responder		

FIXED EQUIPMENT RATES

Category	Item	Description	Quantity	Rate
Containment Boom	1.			
	2.			
	3.			
	4.			
Anchoring Systems	5.			
	6.			
	7.			
	8.			
Skimming Equipment	9.			
	10.			
	11.			
	12.			
Temporary Storage	13.			
	14.			
	15.			
	16.			
Vessels	17.			
	18.			
	19.			
	20.			
Communications	21.			
	22.			
	23.			
	24.			
Miscellaneous Equipment	25.			
	26.			
	27.			
	28.			
	29.			

**Southeast Alaska Petroleum Resource Organization
SEAPRO**

Signature

Title

Company Authorized Signature

Print Full Name

ATTACHMENT "B"
REQUEST FOR CONTRACT RESOURCES

Contracting Party Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

1. Location of Discharge or Drill: _____

2. Quantity if Known: _____

3. Resources desired:

Category	Item	Description	Quantity	Rate
Containment Boom	1.			
	2.			
Anchoring Systems	3.			
	4.			
Skimming Equipment	5.			
	6.			
Temporary Storage	7.			
	8.			
Vessels	9.			
	10.			
Communications	11.			
	12.			
Miscellaneous Equipment	13.			
	14.			
	15.			
Response Personnel	16.			
	17.			
	18.			
	19.			
	20.			
	21.			
	22.			
	23.			
	24.			
	25.			

Agreed and Accepted: _____ Time: _____