

VENDOR SERVICES AGREEMENT

This Vendor Services Agreement (“Agreement”) is made the _____ day of _____, _____ by and between Agracel, Inc. and its managed LLC’s and partnerships in which Agracel, Inc. has ownership, hereinafter referred to as Agracel, Inc. and _____ (“Vendor”).

1. **Services to be Performed.** Vendor shall perform the services as identified in service requests from time to time for Agracel, Inc. (“Services”) pursuant to the terms set forth herein.
2. **Term.** The term of this Agreement shall commence on the date above and shall continue until the the _____ day of _____, _____ however, any Services requested by Agracel, Inc. during the Term which have not been completed by the end of the Term shall be fully and satisfactorily performed and completed pursuant to the terms of this Agreement. All Services shall be completed no later than the date specified on the applicable Purchase Order. Vendor acknowledges that time is of the essence.
3. **Right to Terminate.**
 - a. Agracel, Inc. may terminate this Agreement at any time, including with respect to any work in process, if (i) Vendor fails to obtain, or maintain as valid, any license, insurance, permit or approval required to allow lawful performance of the Services; (ii) Agracel, Inc. determines, in its sole discretion, that Vendor is not complying with any Law (defined in paragraph 5 below), (iii) Vendor has failed to perform the Services in a workmanlike manner or in a timely way; (iv) Vendor breaches any material term or condition of this Agreement; or (v) Agracel, Inc. determines, in its sole discretion, that Vendor is not financially stable or responsible. Notice of termination pursuant to this Paragraph 3(a) shall be in writing and shall be effective upon receipt thereof.
 - b. Agracel, Inc. may terminate this Agreement for any reason at any time upon ten (10) days prior written notice.
4. **Fees.** Agracel, Inc. shall pay Vendor the fee set forth on the applicable Purchase Order for the Services designated thereon. In the event Agracel, Inc. and Vendor shall agree to additional Services or a reduction in Services, such agreement shall be included on a Change Order stipulating the change in Services and fees. Vendor shall invoice Agracel, Inc. for fees due and owing at such time(s) as set forth in the applicable Purchase Order. Payment of any invoice is not evidence of Agracel, Inc.’s acceptance of the Services as complete or workmanlike. Each invoice of the Vendor shall include: (a) a description identifying the Services; (b) Agracel, Inc.’s Purchase Order number; and (c) any other information or documentation Agracel, Inc. may request.
5. **Representations, Warranties and Covenants of Vendor.** Vendor represents and warrants to Agracel, Inc. that Vendor:
 - a. Understands the hazards and risks which are presented to human beings, property and the environment in performing the Services;
 - b. Is engaged in the business of providing the Services and has developed the requisite expertise for the proper completion of the Services;

- c. Is familiar with and will comply with all applicable orders, ordinances, rules, regulations, statutes and laws imposed by any local, state or federal government
 - d. Governing the Services (“Laws”) including, without limitation, those Laws dealing with hazardous wastes and materials, the transportation of hazardous materials, occupational safety and health, safety management standards and Americans with Disabilities Act.;
 - e. Shall perform the Services in a safe and workmanlike manner, pursuant to the generally accepted standards, practices and procedures for Vendors performing similar services in industry;
 - f. Has obtained or shall obtain all permits, licenses, certificates or approvals required to comply with all Laws in the performance of this Agreement. Vendor shall provide Agracel, Inc. with reasonable advance written notice if any such permit, license, certificate or approval becomes a subject of judicial or administrative action seeking revocation or suspension; and
 - g. Has inspected the areas in which Services are to be performed and all surrounding areas.
6. Indemnification.
- a. Vendor shall indemnify, defend and hold Agracel, Inc. harmless from and against any damages, judgments, final decisions, settlements, fines, penalties, reasonable attorneys’ fees, claims, demands, costs and expenses (“Losses”) incurred by Agracel, Inc. arising out of the Services, including, without limitation Losses from:
 - i. Alleged personal injuries to any person, including, but not limited to, a person employed by Vendor, Agracel, Inc. or a third party;
 - ii. For physical damage to property arising out of the Vendor’s, its employees’, agents’ and subcontractors’, acts or omissions in performing the Services;
 - iii. Damage to the environment; or
 - iv. Based upon breach by Vendor of any representation, warranty or covenant contained in this Agreement
 - b. Agracel, Inc. agrees to indemnify, defend and hold Vendor harmless from and against Losses incurred by Vendor:
 - i. For claims, personal injuries or physical damage to property arising solely out of negligent act or omission of Agracel, Inc., its agents or employees; or
 - ii. Based upon breach of any representation, warranty or covenant under this Agreement by Agracel, Inc., its agents or employees
 - c. The party seeking indemnification (the “Indemnitee”) shall give written notice to the party providing indemnification (the “Indemnitor”) of a claim for indemnification under this provision within ninety (90) days following the Indemnitee’s first knowledge of the event or occurrence which gives rise to that claim. Upon receipt of such notice, the Indemnitor shall take such reasonable steps as may be necessary or appropriate to defend the Indemnitee and will bear the cost of reasonable attorneys’ fees and other litigation expenses until such time that the Indemnitor proves that no further idemnification with respect to said claim is owed.

7. Insurance

- a. Vendor has, for itself and any subcontractor it engages, procured and will maintain with an insurance carrier acceptable to Agracel, Inc., at Vendor's expense, during the Term of this Agreement, at least the following insurance:

COVERAGE

LIMITS

Worker's Compensation	\$100,000 or \$500,000 preferred
Public Liability (bodily injury & property damage)	\$1,000,000 combined single limit for each occurrence
Automobile Liability (bodily injury & property damage)	\$1,000,000 combined single limit for each occurrence

- b. Public Liability Insurance required in paragraph (a) above shall include coverage for personal and advertising injury, completed operations, contractual liability under this Agreement with respect to sudden and accidental occurrences and for violations or alleged violations of any structural work Laws imposing liability arising out of the use of scaffolds, rails, hoists, ladders, cranes, stays, supports or other mechanical contrivances whether such items were supplied, furnished, operated or owned by Agracel, Inc.. Each contract of insurance, and certificate of insurance, shall name Agracel, Inc. and its managed LLCs and Partnerships as an additional insured and shall provide that said insurance shall not be cancelled or materially altered until at least thirty (30) days after written notice is received by Agracel, Inc. Vendor agrees to furnish insurance certificates, showing Vendor's compliance with the above requirements to Agracel, Inc. at least annually, within 30 days after Agracel, Inc. makes a request therefore and Vendor commences any Services.

8. Confidentiality. In addition to any obligations for confidentiality contained in any prior agreement, Vendor shall treat as confidential property and not disclose to others during or subsequent to the Term of this Agreement, except as is necessary to perform this Agreement, (and then only on a confidential basis satisfactory to Agracel, Inc.), any information (including any technical information, experience or data) regarding the Services or Agracel, Inc.'s plans, project plans, specifications, drawings, programs, plants, sites, processes, products, costs, equipment, operations or customers which may come within Vendor's, its officers' or employees' knowledge in the performance of this Agreement, without in each instance securing the prior written consent of Agracel, Inc.. Nothing above, however, shall prevent Vendor from disclosing to others or using in any manner information which Vendor can show:

- a. Has been published and has become part of the public domain other than by acts, omissions or fault of the Vendor, its officers or its employees;
- b. Has been furnished or made known to Vendor by third parties (other than those directly or indirectly for or on behalf of Agracel, Inc.) as a matter of legal right without restrictions on its disclosure; or
- c. Was in its lawful possession prior to the disclosure thereof to Vendor.

Vendor shall return to Agracel, Inc. within three months of completion of the Vendor's Services or immediately upon request of Agracel, Inc. all copies of all specifications, plans, drawings and the like. The foregoing obligations shall survive the termination or expiration of the Agreement.

9. Safety. Vendor shall
 - a. Maintain compliance with Laws pertaining to occupational safety and health including, but not limited to, the regulations set forth in 29 C.F.R. Sections 1910 and 1926, as applicable, and process safety management standard;
 - b. Prepare all health and safety plans required by Law, if any are required;
 - c. Work within the generally acceptable behavior as defined in the industry while working on-site with Agracel, Inc.;
 - d. Obtain necessary “hot work,” “safety lockout” and “confined space entry” permits, fully executed by the authorized representatives of Vendor and Agracel, Inc., as required by Agracel, Inc.;
 - e. Not smoke or permit any person to smoke at any time or at any location on Agracel, Inc.’s premises and be responsible for enforcing this rule;
 - f. Obtain authorization from Agracel, Inc. daily for fire watch personnel requirements and work plans prior to performing any work;
 - g. Not park or permit any person to park a vehicle in a place other than that designated by Agracel, Inc.;
 - h. Discontinue any work practice immediately upon Agracel, Inc.’s request;
 - i. Inspect and monitor its work and the work area for compliance with this Agreement;
 - j. Comply with all fire and safety Laws; and
10. Inspections. Agracel, Inc. shall have the right, but not the duty, to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Vendor or its subcontractors, which are applicable to the performance of this Agreement and to inspect the performance of the Services. Such inspections shall not operate to relieve Vendor of its obligations or liability under this Agreement. Vendor shall provide to Agracel, Inc. access to subcontractors, agents and employees upon request.
11. Excuse of Performance. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event the Services are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; Laws or governmental actions; national defense requirements; injunctions or restraining orders. The party asserting a right to suspend performance under this Paragraph must, within a reasonable time after it has knowledge of the effective cause, notify the other party of the cause for suspension, the performance suspended and the anticipated duration of suspension. The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended and when performance will be resumed. Agracel, Inc. may, upon suspension of Services by Vendor, terminate this Agreement or any Services scheduled to be performed but not yet completed by providing written notice of termination to Vendor.
12. Independent Vendors. Vendor is and shall perform this Agreement as an independent Vendor, and as such, shall have and maintain complete control over all of its employees, agents and operations. Neither Vendor nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative employee or servant of Agracel, Inc. As between the parties, Vendor shall be solely responsible for determining the specific techniques for completing the Services, including providing the necessary

tools for completion. Vendor is deemed to be self-employed and not an employee of Agracel, Inc. and unless otherwise required by law, no sums are contemplated to be withheld from Vendor's compensation to cover the payment of income taxes, FICA (social security), FUTA (unemployment compensation) or other taxes. Vendor agrees to file all required federal, state and local income tax and other tax returns (including, without limitation, all required declarations of estimated tax) covering Vendor's compensation hereunder. Vendor agrees to pay all such taxes and contributions when due. This Agreement is non-exclusive and each party is free to establish contract and employment relationships with other parties.

13. Access to Facilities. Vendor and its employees shall have access to Agracel, Inc. facilities only to the extent necessary for proper performance of the Services. Vendor may use only designated facilities and may not enter unauthorized office or operating areas and shall keep facilities clean.
14. Liens. Vendor shall not place or permit any subcontractor or supplier to place any lien on the premises or any premises owned or leased by Agracel, Inc. and will provide to Agracel, Inc. with each request for payment a Conditional Waiver of Lien and, with the request for final payment, a full waiver and Release of Lien, in the form and with such affidavits as Agracel, Inc. may request.
15. Notice. Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person, by registered or certified mail, postage prepaid, return receipt requested, or by reputable overnight carrier to the address indicated below. Either party may, by notice to the other, change the addresses and names given.
16. Entire Agreement. This Agreement with all Exhibits attached hereto, any Agracel, Inc. purchase order (except to the extent of any preprinted terms which conflict herewith) and any bid documents such as an invitation to bid represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings or agreement purporting to modify, vary, supplement or explain any provision of the Agreement shall be effective unless in writing, signed by representatives of both parties authorized to amend this Agreement. In no event shall the preprinted terms or conditions found on any Vendor sale, acknowledgement form or work order be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both parties; such preprinted terms or conditions shall be considered null and of no effect.
17. Waiver. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such is expressed in writing and signed by the party to be bound.
18. Miscellaneous. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the State of _____. All paragraph headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of Agreement or as a limitation of the scope of the particular section to which they refer. In the event of a conflict between the terms or

conditions of this Agreement and those of any other document, the terms and conditions of this Agreement shall control.

19. Severability. If any paragraph, subparagraph, section, subsection, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any paragraph, subparagraph, section, subsection, sentence or clause hereof not so adjudged. The parties will endeavor to replace the invalid or null and void provisions by those, which correspond best to the intentions of the parties hereto.
20. Subcontracts and Assignment. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors, administrators, assigns and successors in interest. This Agreement may not be assigned by Vendor nor may any subcontract be entered into without written authorization from Agracel, Inc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day of the year first written above.

Agracel, Inc.

By: R Dean Bingham

Signature

Title: President

PO Box 1107
Effingham, IL 62401

Date: _____

(Vendor)
By: _____
Print/Type Name

Signature

Title: _____

Address: _____

Date: _____