



**WORTHINGTON**  
INDUSTRIES

## Contractor Terms & Conditions

1. The Contractor agrees that all work will be carried out and completed following all normally accepted good work practices. Interference with the normal operation of Worthington Industries, Inc. (Worthington) shall be minimized and coordinated with Worthington.
2. The Contractor agrees that he and his employees and sub-contractors and their employees, if any, will comply with all applicable Local, State and Federal regulations and the policies and procedures of Worthington, including but not limited to OSHA requirements and Worthington's safety policies.
3. **At the time of execution of this contract, the Contractor shall have procured and shall maintain insurance as per the Contractor Insurance Requirements section.**
4. The Contractor is responsible for construction and post-construction cleanup and disposal of all trash and construction debris from the Worthington property. In order to leave an orderly workplace; cleanup will be conducted at the end of each day.
5. No work will be considered complete until inspected and approved by Worthington's project manager.
6. The Contractor is responsible for the safety and security of his tools, equipment and materials.
7. It is specifically understood and agreed that during the progress of work under this contract, the Contractor shall take extreme precautions against the possibility of fire, chemical spill or other damage on the property of Worthington and shall maintain adequate protection of the workers, adjacent property and the public.
8. The Contractor agrees to defend, indemnify and hold harmless Worthington Industries, Inc. its subsidiaries, its officers, employees, servants, and agents from and against any and all liability, loss and expense, including but not limited to, bodily injury, sickness or disease, death, injury to or destruction of property (including any environmental or other adverse impact on the use thereof), arising in whole or in part, by reason of, or in any way resulting from the work performed under the contract, provided that the liability, loss or expense is caused or alleged to be caused, in whole or in part by any negligent act or omission of the Contractor, any sub-contractor or anyone directly or indirectly employed by either of them or anyone for whose acts any of them may be liable. Compliance by the Contractor with the insurance provisions shall not relieve the Contractor from liability under this provision.
9. **Contractors should not use any sub-contractors unless approved in advance in writing by Worthington. The Contractor shall require all such sub-contractors to provide insurance in accordance with the Contractor Insurance Requirements section. Any deficiency in the coverage or policy limits of said sub-contractor's insurance shall be the sole responsibility of the Contractor.**
10. The Contractor is an independent contractor. The Contractor, not Worthington, controls the means of performance of the work under this contract.

I acknowledge that I have read, understand and agree to the above Standard Terms and Conditions.

Submitted by: Bob Venezia (signature) 5/28/10 (date)  
Bob Venezia (print name)  
Project Engineer (Title)  
Oskar Environmental (Company Name)

*Please submit this signed document to the appropriate project manager*