

SERVICES AGREEMENT

This Services Agreement (this “*Agreement*”) is entered into effective as of the last date in which all parties hereto have signed (the “*Effective Date*”), by and among the Customer identified on the signature line herein below (“*Customer*”) and Lima Tank Wash, Inc., an Ohio corporation (“*Contractor*”).

1. Services and Compensation. Contractor is in the business of providing commercial truck, trailer and tank washing services. Contractor will provide those certain services to Customer (the “*Services*”), and Customer agrees to compensate Contractor for the Services as set forth on the order form attached hereto and incorporated herein as **Exhibit A**.
2. Representations and Warranties of Contractor. Contractor hereby represents and warrants to Customer that: (i) Contractor possesses all necessary skills, certificates and licensures required to perform the Services; and (ii) Contractor will provide the services in a professional and appropriate manner at all times.
3. Representation and Warranties of Customer. Customer hereby represents and warrants to Contractor each of the following: (i) Contractor owns or is authorized to use the equipment subject to the Services; (ii) Contractor maintains adequate insurance for the use and operation of the equipment; (iii) the equipment is free from defects; (iv) Customer shall be solely responsible for its equipment left unattended at Contractor’s location, before or after Contractor has provided the Services; (v) Customer’s selection of Services is appropriate for the equipment and/or any cargo being carried therein (vi) Customer authorizes Contractor to move the equipment at Customer’s risk and expense; and (vii) in addition to the compensation set forth on **Exhibit A**, Customer shall pay Contractor storage fees equal to \$40 per day for equipment not picked-up by Customer within 24 hours of completion of the Services.
4. Indemnification. Contractor agrees to indemnify, defend and hold harmless Customer from any claims, loss or damages arising out of or related to Contractor’s reckless delivery of the Services or any breach of the representations or warranties of Contractor as set forth herein. Customer agrees to indemnify, defend and hold harmless Contractor from any claims, loss or damages arising out of or related to negligent acts of Customer, its employees, agents or contractors, and any breach of the representations or warranties of Customer as set forth herein
5. Waiver and Release. Customer acknowledges and agrees that the Services include the use of water and related cleaning products which could result in contamination at no fault of Contractor. Customer is solely responsible for removing any and all items from the equipment which Customer does not want to come into contact with water and related cleaning products. Contractor does not guarantee the elimination of residue, odor or moisture. Customer hereby releases Contractor for any damages or defects which result from the provision of the Services in a workman like manner, including contamination, electrical malfunctions, damage due to heat or steam, or alike. **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT, CONTRACTOR HAS PROVIDED NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

This Services Agreement has been duly executed by the undersigned effective as of the date first set forth herein, having first read and understood the terms contained herein and the purpose, intent and effects hereof.

CONTRACTOR:

LIMA TANK WASH, INC.

Sign Here: _____

Print Name: _____

Date: _____

CUSTOMER:

Sign Here: _____

Print Name: _____

Date: _____