



Emergency Response Agreement

This Emergency Response Agreement is made by and between _____ with facilities located at _____ (any additional facilities should be listed on the Emergency Response Information Sheet) and Midwest Environmental Solutions, Inc. in accordance with the following terms and conditions:

Terms and Conditions:

1. Midwest Environmental Solutions will call back within 15 minutes and be on-site within two (2) hours barring natural extenuating conditions or traffic (rush hour) provided facility is within 40 miles. The emergency may result from a fire, flood, or other natural or man-made, non-hazardous disaster.
2. Midwest Environmental Solutions will clean up, contain and/or mitigate the loss caused by the emergency reported by supplying tools, equipment, materials, labor and other necessary items needed.
3. Midwest Environmental Solutions will supply personnel trained in accordance with Occupational Safety and Health Administration (OSHA).
4. Midwest Environmental Solutions will have commercial general liability, environmental liability, and workman's compensation insurance.
5. Midwest Environmental Solutions and its employees will keep all information pertaining to the emergency situation confidential, unless otherwise required by law or to protect life, safety, or health.
6. If unsafe conditions occur while Midwest Environmental Solutions is performing services, or if directed by Federal, State or Local Officials, either Midwest Environmental Solutions or the Emergency Coordinator will have the right to stop work on the project.
7. The attached Emergency Response Information Sheet is incorporated into this Agreement.

The parties hereto have executed this Agreement this _____ day of _____, 2009 and is in effect for one (1) year.

Customer

Midwest Environmental Solutions, Inc.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

