

INDIVIDUAL / CONTRACTOR AGREEMENT #2114 - PROVISIONS, TERMS, AND CONDITIONS:

1. THE INDIVIDUAL, INDEPENDENT, SUB. OR OTHER CONTRACTOR (HEREAFTER REFERRED TO AS ("CONTRACTOR") SHALL NOT MISREPRESENT ITSELF, HIMSELF OR HERSELF OR ANY OF THE CONTRACTOR'S EMPLOYEES OR AGENTS TO BE AN EMPLOYEE OF GOE INTERNATIONAL (HEREAFTER REFERRED TO AS "GOE") AND SHALL USE THE CONTRACTOR'S BEST EFFORTS TO MAKE IT CLEAR TO THIRD PARTIES THAT NEITHER CONTRACTOR NOR ANY OF THE CONTRACTOR'S EMPLOYEES OR AGENTS IS AN EMPLOYEE OF GOE.
2. THE CONTRACTOR WILL DETERMINE THE METHODS, DETAILS AND MEANS OF PERFORMING THE SERVICES TO BE PROVIDED PURSUANT TO THE WORK REQUIREMENTS AND QUALITY ASSURANCE POLICIES AND PROCEDURES OF GOE AND THIS AGREEMENT.
3. THE CONTRACTOR MAY AT THE CONTRACTOR'S OWN EXPENSE, EMPLOY SUCH AGENTS AND EMPLOYEES AS THE CONTRACTOR DEEMS NECESSARY TO PERFORM THE SERVICES REQUIRED OF THE CONTRACTOR; PROVIDED THOSE AGENTS AND EMPLOYEES HAVE ALL NECESSARY LICENSES AND QUALIFICATIONS REQUIRED BY, AND MEET ALL THE REQUIREMENTS AND CRITERIA OF THE SERVICES TO BE PERFORMED BY THEM THEREUNDER. GOE MAY NOT CONTROL, DIRECT OR SUPERVISE THE CONTRACTOR'S AGENTS OR EMPLOYEES IN THE PERFORMANCE OF THOSE SERVICES. HOWEVER, THE CONTRACTOR SHALL USE THE CONTRACTOR'S BEST EFFORTS TO ASSURE THAT THE CONTRACTOR'S AGENTS AND EMPLOYEES DO NOT REPRESENT THEMSELVES TO BE EMPLOYEES OF GOE. THE CONTRACTOR SHALL COMPLETE ALL ASSIGNED TASKS IN A PROFESSIONAL WORKMAN LIKE MANNER TO THE SATISFACTION OF GOE AND/OR GOE'S CUSTOMER. SAFETY IS OF THE UTMOST IMPORTANCE.
4. THE CONTRACTOR WILL SUPPLY AT THE CONTRACTOR'S OWN EXPENSE ALL EQUIPMENT, TOOLS, INSTRUMENTS, TRANSPORTATION, OFFICE SPACE, AND SUPPLIES REQUIRED BY THE SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT. THE CONTRACTOR SHALL BEAR AT THE CONTRACTOR'S EXPENSE ANY AND ALL LOSSES AND COSTS BY THE CONTRACTOR IN COMPLETING THE CONTRACTOR'S SERVICES REQUIRED OF THE CONTRACTOR. THE CONTRACTOR AGREES TO PERFORM ALL SUCH SERVICES AS MAY BE REQUIRED FROM TIME TO TIME UNDER THIS AGREEMENT IN STRICT ACCORDANCE WITH THE STATED GROSS COMPENSATION RATE(S) AS INDICATED OR REFLECTED IN THE RELATED PAYMENT / RATE RECORD.
5. THE CONTRACTOR REPRESENTS AND WARRANTS TO GOE THAT THE CONTRACTOR HAS, AT THE TIME CONTRACTOR SIGNS THIS AGREEMENT, AND SHALL MAINTAIN AT ALL TIMES DURING WHICH SERVICES ARE PROVIDED UNDER THIS AGREEMENT: (A) A VALID DRIVER'S LICENSE; AND (B) ANY OTHER VALID LICENSES, CERTIFICATIONS AND/OR MINIMUM TRAINING REQUIREMENTS WHICH ARE REQUIRED BY THE SERVICES TO BE PERFORMED. NO LATER THAN THE TIME OF SIGNING OF THIS AGREEMENT, THE CONTRACTOR SHALL PROVIDE GOE WITH THE STATE OR OTHER JURISDICTION OF ISSUANCE, IDENTIFICATION NUMBER, AND THE EXPIRATION DATE IF APPLICABLE OF EACH SUCH LICENSE, CERTIFICATE AND LIKE DOCUMENTATION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL CONTINUE TO MAINTAIN AT ALL TIME ALL LICENSE(S), CERTIFICATE(S) AND LIKE AUTHENTIC DOCUMENTATION AND SHALL MAINTAIN THEM UP TO DATE AND IN FULL EFFECT AT ALL TIMES DURING WHICH SERVICES ARE PROVIDED. THE CONTRACTOR SHALL ADVISE GOE IMMEDIATELY OF ANY CHANGE IN SUCH INFORMATION. CONTRACTOR ALSO MAKES THIS REPRESENTATION AND WARRANTY WITH RESPECT TO ANY EMPLOYEE OR AGENT OF THE CONTRACTOR WHO PERFORMS SERVICES THEREUNDER.
6. THE CONTRACTOR REPRESENTS TO AND WARRANTS TO GOE THAT THE CONTRACTOR HAS AT THE TIME CONTRACTOR SIGNS THIS AGREEMENT, AND SHALL CONTINUE TO MAINTAIN AT ALL TIMES DURING WHICH SERVICES ARE PROVIDED UNDER THIS AGREEMENT ANY AND ALL REQUIRED PROJECT/WORK INSURANCE INCLUDING BUT NOT LIMITED TO A GENERAL LIABILITY INSURANCE POLICY, AUTOMOBILE INSURANCE POLICY, SURETY, AND/OR OTHER INSURANCE ALSO INCLUDING ANY ACTS OF OMISSIONS OF THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES OR AGENTS WITH RESPECT TO THE WORK TO BE PERFORMED AND FOR THE PERFORMANCE OF ANY SERVICES RENDERED WITH COVERAGE LIMITS EQUAL TO OR EXCEEDING GOE'S SUBJECT PROJECT REQUIREMENTS. IN ALL CASES GOE SHALL BE LISTED AS ADDITIONAL INSURED AND IF THE CONTRACTOR HAS ANY 1040 EMPLOYEES, WORKERS' COMPENSATION INSURANCE COVERING THE SERVICES TO BE PROVIDED THEREUNDER AT EITHER THE STATE STATUTORY LIMITS AS REQUIRED BY THE STATE OR STATES WHERE WORK IS BEING PERFORMED THEREUNDER OR THE LIMITS OF THE PROJECT WHICHEVER IS GREATER AND IF APPLICABLE, THE FEDERAL LONGSHOREMEN'S AND HARBOR WORKER'S COMPENSATION ACT, THE FEDERAL JONES ACT, AND ANY SUCCESSOR THERETO. THE CONTRACTOR REPRESENTS TO AND WARRANTS TO GOE THAT PRIOR TO ANY SERVICES BEING PERFORMED BY CONTRACTOR AND FROM TIME TO TIME THEREAFTER AS REQUIRED BY GOE THE AFORESAID INSURANCE IS AND SHALL BE IN FULL FORCE AND EFFECT. ALL POLICIES AND CERTIFICATES SHALL PROVIDE THAT A MINIMUM OF THIRTY (30) DAYS WRITTEN NOTICE SHALL BE GIVEN TO GOE BEFORE THE CANCELLATION, TERMINATION OR ANY MATERIAL CHANGE OF SUCH COVERAGE. ALL INSURANCE PREMIUM COSTS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE STATED IN WRITING BY GOE.
7. THE CONTRACTOR IS RETAINED ONLY FOR THE PURPOSES AND TO THE EXTENT SET FORTH IN THIS AGREEMENT, AND THE CONTRACTOR'S RELATIONSHIP TO GOE IS THAT OF A 1099 INDIVIDUAL, INDEPENDENT, SUB. OR OTHER TYPE CONTRACTOR. AS SUCH, THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND AGENTS SHALL NOT BE ENTITLED TO ANY WORKER'S COMPENSATION (EITHER UNDER THE LAWS OF ANY STATE OR ANY FEDERAL LAW, INCLUDING THE LONGSHOREMEN'S AND HARBOR WORKER'S COMPENSATION ACT, THE JONES ACT AND ANY SUCCESSOR THERETO), PENSION, STOCK BONUS, PROFIT-SHARING, HEALTH OR OTHER BENEFITS MAY BE AVAILABLE ONLY TO THE EMPLOYEES OF GOE IF APPLICABLE AND IF PROVIDED BY GOE. GOE WILL NOT WITHHOLD FEDERAL, STATE, LOCAL OR OTHER INCOME OR OTHER TAXES, UNEMPLOYMENT COMPENSATION TAXES, OR SOCIAL SECURITY TAXES FROM THE COMPENSATION TO WHICH THE CONTRACTOR IS ENTITLED PURSUANT TO THE TERMS OF THIS AGREEMENT UNLESS S CONTRACTOR FAILS OR REFUSES TO COMPLY WITH GOE TAX AND OTHER REPORTING OR RECORD KEEPING REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING ALL THEIR TAXES.
8. FOR PURPOSES OF THIS PARAGRAPH, (i) THE CONTRACTOR, ITS AGENTS AND EMPLOYEES ARE JOINTLY AND SEVERALLY CALLED "INDEMNITORS," AND (ii) GOE, ITS SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES, AND ALL OF THEIR SUCCESSORS, ASSIGNS, HEIRS AND PERSONAL REPRESENTATIVES ARE JOINTLY AND SEVERALLY CALLED "INDEMNITEES." (A) THE INDEMNITORS HEREBY RELEASE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, DEFEND, AND PROTECT INDEMNITEES OF, FROM, AGAINST, OR IN RESPECT OF ANY AND ALL CLAIMS, EXPENSES, LOSSES, DAMAGES, OBLIGATIONS OR LIABILITIES (WHETHER BASED ON PERSONAL INJURY, DAMAGE TO PROPERTY, BREACH OF CONTRACT OR OTHERWISE), INCLUDING INTEREST, PENALTIES AND REASONABLE ATTORNEY'S FEES, THAT INDEMNITORS, OR ANY OF THEM, SHALL HAVE AGAINST INDEMNITEES OR ANY OF THEM, ARISING OUT OF, RESULTING FROM, OR RELATING TO: (1) ANY ALLEGATION OR CLAIM THAT THE INDEMNITORS, OR ANY OF THEM IS AN EMPLOYEE OF GOE FOR ANY PURPOSE; OR (2) THIS AGREEMENT, THE SERVICES TO BE PROVIDED BY THE CONTRACTOR UNDER THIS AGREEMENT, OR ANY ACT OR OMISSION BY THE INDEMNITORS, OR ANY OF THEM, IN CONNECTION WITH THIS AGREEMENT OR SUCH SERVICES, EXCEPT FOR ANY COMPENSATION OWED TO THE CONTRACTOR FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT. (B) THE INDEMNITORS HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS INDEMNITEES OF, FROM, AGAINST OR IN RESPECT OF ANY AND ALL CLAIMS, EXPENSES, LOSSES, DAMAGES (INCLUDING, ANY AND ALL LOST PROFITS AND DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES), OBLIGATIONS OR LIABILITIES (WHETHER BASED ON PERSONAL INJURY, DAMAGE TO PROPERTY, BREACH OF CONTRACT OR OTHERWISE), INCLUDING INTEREST, PENALTIES AND REASONABLE ATTORNEY'S FEES AND EXPENSES, THAT INDEMNITEES, OR ANY OF THEM, SHALL INCUR OR SUFFER, ARISING OUT OF, RESULTING FROM, OR RELATING TO: (1) ANY ALLEGATION OR CLAIM THAT THE INDEMNITORS, OR ANY OF THEM, IS AN EMPLOYEE OF GOE FOR ANY PURPOSE; (2) THIS AGREEMENT, THE SERVICES TO BE PROVIDED BY THE CONTRACTOR UNDER THIS AGREEMENT, OR ANY ACT OR OMISSION BY THE INDEMNITORS, OR ANY OF THEM, IN CONNECTION WITH THIS AGREEMENT OR SUCH SERVICES, EXCEPT FOR ANY COMPENSATION OWED TO THE CONTRACTOR FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT; OR (4) ANY BREACH OF THIS AGREEMENT BY INDEMNITORS OR ANY OF THEM.
9. UPON TERMINATION OF THIS AGREEMENT, THE CONTRACTOR SHALL ONLY BE ENTITLED TO RECEIVE UNDISPUTED COMPENSATION THEN EARNED AND UNPAID, SUBJECT, HOWEVER, TO THE CONTRACTOR'S OBLIGATIONS TO GOE PURSUANT TO THIS AGREEMENT AND AGAINST ANY OFFSET COSTS INCURRED BY GOE.
10. THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES, AND THEIR RESPECTIVE PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND PERMITTED ASSIGNS. THIS AGREEMENT IS NOT ASSIGNABLE EXCEPT THAT GOE MAY ASSIGN IT TO ANY SUCCESSOR-IN-INTEREST TO ITS BUSINESS.
11. THE CONTRACTOR SHALL PROVIDE GOE WITH SERVICES PURSUANT TO THIS AGREEMENT FROM TIME TO TIME AS MAY BE REQUESTED BY GOE AND AGREED TO BY THE CONTRACTOR. IN PERFORMING THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES UNDER THIS AGREEMENT, THE CONTRACTOR SHALL DEVOTE SUCH TIME AS IS NECESSARY FOR SATISFACTORY PERFORMANCE AS DEEMED SATISFACTORY BY GOE. THE CONTRACTOR AGREES TO PERFORM THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES THEREUNDER IN A TIMELY, GOOD, PROFESSIONAL, AND WORKMANLIKE MANNER. GOE RESERVES ALL RIGHTS TO OFFSET AGAINST INDIVIDUAL / CONTRACTOR COMPENSATION.
12. THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES UNDER THIS AGREEMENT ARE NEITHER FULL-TIME NOR EXCLUSIVE. SO LONG AS IT DOES NOT INTERFERE WITH THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES HEREUNDER, THE CONTRACTOR MAY ENGAGE IN ANY OTHER WORK OR BUSINESS, AND PERFORM SERVICE S FOR SUCH OTHER CLIENTS, PERSONS OR COMPANIES IN SUCH WORK OR BUSINESS, AND IN SUCH CAPACITY OR CAPACITIES AS THE CONTRACTOR, IN THE CONTRACTOR'S SOLE DISCRETION, SEES FIT.
13. IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT IS NOT FOR ANY DEFINITE PERIOD OR SUCCESSION OF PERIODS, THAT GOE MAY OR MAY NOT REQUEST ANY SERVICES, AND THAT THE CONTRACTOR MAY NOT AGREE TO PERFORM ANY SERVICES, HEREUNDER. HOWEVER, ALL THE PROVISIONS, TERMS, AND CONDITIONS OF THIS AGREEMENT SHALL APPLY AND BE IN FULL FORCE AND EFFECT EACH AND EVERY TIME THAT GOE REQUESTS, AND THAT THE CONTRACTOR AGREES TO PERFORM, SERVICES HEREUNDER, FOR THE DURATION OF SERVICES BEING PERFORMED.
14. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH HEREOF, SHALL BE BY EITHER ARBITRATION UNDER THE LAWS OF THE UNITED STATES VIRGIN ISLANDS OR IN A COURT WITH JURISDICTION WITHIN THE UNITED STATES VIRGIN ISLANDS IN ACCORDANCE WITH UNITED STATES VIRGIN ISLANDS CODE AND LAW UNLESS AN ALTERNATE JURISDICTION IS OTHERWISE SELECTED SOLELY BY GOE. THE CONTRACTOR FURTHER AGREES TO PAY/REIMBURSE GOE FOR REASONABLE ATTORNEY'S FEES AND EXPENSES IN CONNECTION WITH ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH HEREOF AND FURTHERMORE VOLUNTARILY WAVES ALL RIGHTS TO DISCHARGE OF ANY AND ALL DEBT TO GOE UNDER FEDERAL BANKRUPTCY LAW.
15. THE INDEPENDENT CONTRACTOR AGREES WITHOUT EXCEPTION TO RANDOM DRUG AND/OR ALCOHOL TESTING WHEN REQUESTED BY GOE. TESTING MAY INCLUDE BUT IS NOT LIMITED TO ORAL FLUIDS, HAIR, URINE AND BLOOD. THE CONTRACTOR UNDERSTANDS AND AGREES WITHOUT EXCEPTION THAT ANY POSITIVE INDICATION FOR DRUGS AND/OR ALCOHOL MAY RESULT IN IMMEDIATE SUSPENSION AND/OR TERMINATION AT THE SOLE DISCRETION OF GOE AND THAT THE CONTRACTOR, ITS AGENTS AND EMPLOYEES JOINTLY AND SEVERALLY HEREBY RELEASE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES, LOSSES, DAMAGES, OBLIGATIONS OR LIABILITY WHATSOEVER ARISING OUT OF, RESULTING FROM, OR RELATING TO AND INCLUDING BUT NOT LIMITED TO ADVERSE OR OTHER ACTIONS TAKEN BY GOE AS A RESULT OF POSITIVE, QUESTIONABLE, OR INCONCLUSIVE TEST RESULT INDICATIONS FOR THE SHORT TERM OR LONG TERM PRESENCE OF DRUGS, ALCOHOL, OR OTHER DETECTED FOREIGN SUBSTANCES. CONFIRMATORY ANALYSIS TESTING METHODS SELECTED AT THE SOLE DISCRETION OF GOE WILL BE CONDUCTED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR WILL BE RESPONSIBLE. FOR AND AGREES WITHOUT EXCEPTION TO PAY/REIMBURSE GOE FOR SUCH DIRECT, INDIRECT, AND RELATED EXPENSES ASSOCIATED WITH TESTING AND ANY SUBSEQUENT EXPENSES ASSOCIATED WITH ANY ADVERSE OR OTHER ACTIONS TAKEN BY GOE INCLUDING BUT NOT LIMITED TO ANY AND ALL COSTS AND EXPENSES, REASONABLE ATTORNEY'S FEES, AND INCLUDING BUT NOT LIMITED TO EQUIPMENT, MATERIALS, WORK PRODUCT(S), FEES, EXPENSES, COSTS, DIRECT AND INDIRECT CONTRACTOR REPLACEMENT COSTS, ETC., WITHOUT LIMITATION.