



## Special Order Vendor Agreement

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**Vendor Contact Information:**

**Supplier**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
DUNS # \_\_\_\_\_  
Federal Tax ID \_\_\_\_\_

**CEO**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**President**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**VP of Sales**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**National Sales / Account Manager**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**CNRG Account Managers**

Name \_\_\_\_\_  
Email \_\_\_\_\_  
Name \_\_\_\_\_  
Email \_\_\_\_\_  
Name \_\_\_\_\_  
Email \_\_\_\_\_



## **Liability Insurance Coverage**

We request that CNRG be named as additional insured on your product liability insurance and that copies of your insurance certificate be included with your return remittance of this packet. The Certificate of Insurance, including a broad form vendor's endorsement to CNRG, LLC should indicate a minimum of two million dollars (\$2,000,000.00) of Product Liability insurance. All insurance must be written by a U.S. insurance company, which is rated in the most recent edition of Best's Key Rating Guide (Property-Casualty edition) as an A-VIII or better. The insurance policy must provide for filing of claims in the United States and for payment of claims in US Currency. The insurance policy must also permit legal service of process in the US and US law must apply to claims.

## **INDEMNITY**

In consideration of any and all purchases heretofore, herein, and hereafter made by CNRG from Vendor or from affiliates or subsidiaries of Vendor, and by accepting the Order, Vendor agrees to and shall indemnify CNRG only, "CNRG" means collectively CNRG, LLC its subsidiaries and affiliates, including but not limited to CNRG, LLC and all employees, officers, and agents of CNRG, LLC its subsidiaries and affiliates) and hold CNRG harmless from and against any and all liabilities, losses, or expenses, investigations, claims, suits, or actions, including costs and attorney's fees, which may be made or brought against CNRG by any person, corporation, governmental agency, or any other entity, whatsoever, or which are now existing, arising out of or by virtue of any claims, lawsuits, actions, product recalls, decrees, judgments, or demands of any kind, arising from, relating to, or in connection with the possession or use of said merchandise; or by virtue of any misrepresentation or breach of warranty, express or implied, in fact or by law, connected with the use of said merchandise; or by reason of any alleged infringement claims of any patent, design, trade name, trademark, copyright, or trade secret; or by reason of any alleged violation by Vendor of any law, ordinance, code, rule, or regulation; or by reason of any breach or violation by Vendor of any terms or conditions of the Order. Vendor shall pay all judgments against and assume the defense of and all liability of CNRG with respect to any such matters.



## HOLD HARMLESS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of the day of, by (the "Vendor") in favor of CNRG, LLC. (the "Company").

### WITNESSETH:

WHEREAS, the Vendor acknowledges that execution and delivery of this Hold Harmless Agreement is a condition to the Vendor's sale of its products and/or services to the Company and that the Company is relying on this Agreement in consummating the purchase of products and/or services from the Vendor;

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Vendor, intending to be legally bound and in order to induce the Company to purchase products and/or services from the Vendor, hereby agrees as follows:

1. The Vendor shall indemnify and hold harmless the Company from and against all loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigation and defense and reasonable attorney's fees), whether or not involving third party claims, arising directly or indirectly from or in connection with (i) the Vendor's products and (ii) the performance of work or rendering of services by any of the Vendor's agents or employees or any independent contractor, representative agency or subcontractor (including their respective agents and employees) hired by the Vendor.

2. The Vendor's obligations hereunder shall also extend, without limitation, to any claim, liability, loss and or damage arising by reason of the injury to or death of any of the Vendor's agents or employees, or any independent contractor, representative agency or subcontractor (including their respective agents and employees) hired by the Vendor to perform work or render services on the Company's premises.

3. Such obligations shall include, without limitation, any claim, liability, loss or damage arising by reason of the injury to or death of any such person caused by the condition of the Company's premises, the condition of any improvements or personal property in or on the Company's premises, or the acts or omissions of any person in or on the Company's premises, it being fully understood and acknowledged that the Vendor assumes the full risk for the safety of such persons while they are on the Company's premises with the Vendor's express or implied consent.

4. Without limiting or diminishing the foregoing indemnity, the Vendor, at Vendor's own cost and expense, but for the mutual benefit of the Company and the Vendor, shall carry and maintain the following types of insurance in the minimum amounts specified:



(a) Comprehensive public liability insurance, including property damage, in amounts not less than \$500,000.00 for any one person injured or killed and not less than \$1,000,000.00 for any one accident or occurrence, and not less than \$100,000.00 for property damage per accident. This insurance shall cover the liability of the Company and the Vendor for injury to persons or property occurring in or about the Company's premises or arising out of the use or occupancy thereof;

(b) Workmen's Compensation Insurance as required by law; and

(c) Such other insurance or in such higher amounts as may be reasonably required or determined by the Company from time to time.

5. All insurance provided for in Section 4 of this Agreement shall be effected under enforceable policies issued by insurers of recognized responsibility licensed to do business in the State of Alabama and shall, except with respect to the insurance in clause (b) thereof, name the Company and the Vendor as co-insureds. The Vendor agrees that the Vendor will procure endorsements to all of such policies wherein the insurer agrees that the Company will be given 10 days' prior written notice of any cancellation or reduction of insurance under said policies and providing that copies of all endorsements issued after the date of such policies will be forwarded to the Company. At least 10 days prior to the expiration date of any policy required hereunder, the renewal or replacement policy for such insurance (or certificates thereof) shall be delivered by the Vendor to the Company.

6. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7. This Agreement may not be changed except in a writing signed by the Company and the Vendor. This Agreement shall be governed by and construed under the laws of the State of Alabama without regard to principles of conflicts of law.

8. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.

IN WITNESS WHEREOF, the Vendor has caused this Agreement to be executed as of the date and year first above written.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Vendor Name: \_\_\_\_\_ Title: \_\_\_\_\_

Initial: \_\_\_\_\_

Date: \_\_\_\_\_