

INDEMNITY AGREEMENT

This indemnity agreement made and concluded this ____ day of _____, 20____, by and between Buckeye Industrial Mining Co. hereinafter referred to as "Contractor", and _____ hereinafter referred to as "Subcontractor", WITNESSETH:

NOW THEREFORE, in consideration of the mutual promises, conditions, and agreements hereinafter contained, Contractor and Subcontractor agree as follows:

1.0 All work or services rendered or performed by Subcontractor shall be done with due diligence in a good and workmanlike manner, using skilled, competent and experienced workmen and supervisors and in accordance with good working practices.

2.0 INDEPENDENT CONTRACTOR RELATIONSHIP:

In the performance of any work by Subcontractor for Contractor, Subcontractor shall be deemed to be an independent Contractor at all times.

3.0 INSURANCE:

Without affecting the indemnity obligations or liabilities of Subcontractor or its insurer(s), at any and all times during the term of this Contract, Subcontractor shall at Subcontractor's expense, maintain with an insurance company or companies authorized to do business in the State where the work is to be performed, insurance coverages of the kind and in the minimum amounts as follows:

- A. Adequate Workers' Compensation Insurance as complies with applicable state law.
- B. Commercial General Liability Insurance with limits of \$1,000,000 general aggregate; \$1,000,000 personal and advertising injury; \$1,000,000 aggregate for products and completed operations; and \$1,000,000 for each occurrence, specifically including Subcontractors Contractual Liability Insurance.
- C. Automobile Liability Insurance with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and property damage limits of \$1,000,000 for each accident; or \$1,000,000 combined single limit for bodily injury and property damage.

4.0 CONTRACTOR NAMED AS ADDITIONAL INSURED:

All such insurance shall be carried by Subcontractor with a company or companies acceptable to Contractor, and shall be maintained in full force and effect during the term of this Contract and shall not be canceled, altered, or amended without thirty (30) days prior written notice having first been furnished to Contractor. Contractor shall be named as an additional insured in all such insurance policies with all such insurance being primary to any insurance of Contractor that may apply to any such occurrence, accident, or claim. Subcontractor agrees to have its insurance carrier furnish a certificate or certificates evidencing insurance coverage in accordance with the above requirements and when requested by Contractor to furnish certified copies of all said insurance policies.

5.0 INDEMNITY:

- A. Subcontractor agrees to indemnify and save Contractor or its officers, directors, employees and joint owners harmless from all claims, demands, and causes of action to the extent they arise from Subcontractor's negligence or that of his employees or agents in performing services for Contractor.
- B. Contractor shall notify Subcontractor immediately of any claim, demand, or suit that may be presented to or served upon it, by any party arising out of or as a result of work performed hereto, affording Subcontractor full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations of this section.

6.0 SPECIAL PROVISION:

- A. It is understood and agreed by and between Contractor and Subcontractor that this instant Indemnity Agreement may amend or supplement any and all prior agreements by and between the parties hereto; however, should the provisions of this Indemnity Agreement conflict with the provisions of any and all prior agreements by and between the parties hereto, the provisions contained in this instant Indemnity Agreement shall prevail and govern.

B. Other special provisions: _____

7.0 ACCEPTANCE OF INDEMNITY AGREEMENT:

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement this

_____ day of _____ 20____ .

In the presence of

CONTRACTOR:
Buckeye Industrial Mining Co.

BY _____
John C. Grisham, President

PRINT NAME, FIRST WITNESS

BY _____
Kathy L. Barton, Assistant Secretary

PRINT NAME, SECOND WITNESS

SUBCONTRACTOR:

(Company Name)

BY _____

PRINT NAME, FIRST WITNESS

Title _____

BY _____

PRINT NAME, SECOND WITNESS

Title _____