

# EMERGENCY BREAKDOWN SERVICE, INC. ("EBS") VENDOR AGREEMENT

Phone: 630 206-9539 Fax: 630 206-9538

\*\*\*PLEASE NOTE THE TERMS AND CONDITIONS BELOW WHICH SHALL APPLY AND GOVERN IN ALL CIRCUMSTANCES\*\*\*

Once accepted and acknowledged by signing below, or if not signed, upon Vendor's initial performance of services for EBS, this Agreement shall be binding upon Vendor and all of the terms and conditions herein shall apply.

PLEASE FILL OUT & RETURN VIA FAX TO EBS

Vendor:	Contacts:	Fax:
Address:	Phone#:	Cell:
City:	State:	Zip:
	Email:	24hr #:

\*\*\* IS EBS ON ACCOUNT WITH YOUR COMPANY? \*\*\* YES or NO

ACCOUNT #

Please list your current rates. Also circle the service rate that applies (FLAT, HOURLY or INCLUDED).

\*\*\*Please Note: Notwithstanding the rates inserted below, rates paid by EBS are subject to change from time to time\*\*\*

## TRAILER cap & casing Tire Rate

\$	10x20 NEW	\$	11x22.5 NEW
\$	10X20 RECAP	\$	11x22.5 RECAP Recap
\$	NEW Tube	\$	11R22.5 RECAP Recap
\$	USED Tube	\$	11R24.5 Recap
\$	NEW Flap	\$	LP22.5 Recap
\$	USED Flap	\$	LP24.5 Recap

## TOWING Service Rates

\$	Call Out Fee
\$	Towing
\$	Recovery
\$	Winch Out
\$	Mileage Charge after _____ miles. ( portal to portal ) or ( included ) ?

## TIRE Road Service: RATES / FEES / CHARGES

\$	Call Out Fee	
\$	DAY	FLAT Rate or HOURLY?
\$	EVENING	FLAT Rate or HOURLY?
\$	WEEKEND	FLAT Rate or HOURLY?
\$	HOLIDAY	FLAT Rate or HOURLY?
\$	Mount/Dismount Charge	or INCLUDED?
\$	Flat Repair Charge	or INCLUDED?
\$	Disposal Fee	
\$	Mileage charge AFTER _____ Miles (portal to portal) (one way) or (included) ?	

## MECHANICAL Road Service Rates

\$	Call Out Fee	
\$	DAY	FLAT Rate or HOURLY?
\$	EVENING	FLAT Rate or HOURLY?
\$	WEEKEND	FLAT Rate or HOURLY?
\$	HOLIDAY	FLAT Rate or HOURLY?
\$	LABOR / Hourly	
\$	Mileage charge AFTER _____ Miles (portal to portal) (one way) or (included) ?	



**TERMS AND CONDITIONS**

Vendor, on behalf of itself and any entity or individual acting on Vendor's behalf (hereinafter collectively, "Vendor"), hereby agrees to indemnify, defend and hold EBS and its assigns, predecessors, successors, affiliates and parent entities, and their respective officers, directors, shareholders, employees and agents (hereinafter collectively, "EBS") , harmless from and against any and all claims, losses, liability, costs and/or and damages (including attorneys' fees and costs), whether for personal injury, death, property damage or otherwise, and whether arising from or related to negligence, intentional act, omission or otherwise, arising in connection with or in any way related to the performance of any services or provision of any goods by Vendor, including but not limited to those related to a response to a service call from EBS. Vendor covenants not to sue EBS for injuries, damage, costs, loss or liability suffered by Vendor or to Vendor's property resulting from the performance of services by Vendor. Vendor agrees to maintain appropriate general liability insurance coverage at all times and agrees to list EBS as an additional insured on its general liability policy.

Vendor agrees to cooperate with respect to disputes under, and agrees to hold tires for inspection as required by, the applicable Association of American Railroads Intermodal Interchange Rules, Uniform Intermodal and Interchange Agreement and individual railroad and ship intermodal rules and policies. Vendor agrees to provide department of transportation serial numbers from both installed and removed tires and causes of failure for all tires replaced.

This Agreement shall be governed by the laws of the State of Illinois exclusive of its conflicts of law principles. All disputes between the parties arising from or relating to this Agreement shall be resolved in a state or federal court sitting in Lake or Cook County, Illinois. The parties agree that venue in such courts is proper and such courts are entitled to exercise personal jurisdiction over both of them.

This agreement supersedes all prior agreements and understandings among the parties with respect to its subject matter. This agreement may only be modified or any provision waived if in writing and signed by both parties. No invoice or other terms and conditions submitted by Vendor shall alter the terms and conditions herein. The failure by EBS to enforce any term of this agreement shall not be construed as a waiver of any such terms. If any provision hereof is prohibited by applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this agreement. Vendor hereby agrees that Vendor is an independent contractor and that it is not an agent, employee or partner of EBS.

**EBS MUST ADHERE TO STRICT TIMELINES TO PROCESS PAYMENTS FROM VENDORS AND CUSTOMERS; AS A RESULT, ALL INVOICES MUST BE RECEIVED IN COMPLETED FORM BY EBS WITHIN 3 DAYS OF SERVICE CALL COMPLETION OR SUCH INVOICES WILL BE SUBJECT TO NON PAYMENT BY EBS.**

**Acknowledged and Agreed:**

**Vendor Signature:** \_\_\_\_\_

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