



2023-2024 INDEPENDENT CONTRACTOR REGISTRATION AGREEMENT

This Independent Contractor Registration Agreement ("Registration Agreement") is made between TNO, LLC ("True North"), 2405 Merriam Lane, Kansas City, KS 66106, and the following individual and/or entity ("Contractor") as identified below:

Legal Name: _____ Tax ID: _____
Street Address: _____
City, State and Zip: _____
Primary E-Mail Address: _____
Office Number: _____ Fax Number: _____

Authorized Signatory(ies): _____
Direct Dial: _____ E-Mail: _____
Accounting Contact: _____
Direct Dial: _____ E-Mail: _____
Field Contact: _____
Direct Dial: _____ E-Mail: _____

It is the intention of the Parties that this Registration Agreement identify the terms and conditions required for a working relationship between True North and Contractor. **This Registration Agreement is not a guarantee of work and is contingent upon the issuance of True North's Service Pricing Amendment.** This Registration Agreement defines the basis of any agreement between the Parties related to performance of services. In order to establish and effectuate the anticipated relationship, the Parties agree as follows:

1. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** Contractor warrants that it is legally qualified to perform the contemplated services and agrees to comply with all applicable provisions of any federal, state and/or local laws, rules or regulations. Without limiting the foregoing, Contractor shall at Contractor's expense, comply with all laws, rules and regulations (including obtaining all permits and licenses which are required for Contractor to provide the services under this Agreement. If Contractor operates any commercial motor vehicle as defined by the Federal Motor Carriers Safety Administration, Contractor agrees to operate under Contractor's USDOT number as an Independent Contractor and to comply with all the required regulations governing said operations.

2. **PAYMENT.** Contractor shall be paid for all authorized services performed at the rates, and in the method provided for in the Service Pricing Amendment. **Without an Amendment signed and executed by the Parties, Contractor is neither authorized to perform services; nor entitled to payment.** In an emergency, should Contractor perform work prior to the execution of a Service Pricing Amendment, Contractor will be paid for such services at the standard rates as set by True North.

- Payment is subject to this Registration Agreement, as well as requirements set forth in the Service Pricing Amendment, Service Standards, General Rules and Requirements, Site Specific Rules and Requirements, including but not limited to the call-ins, check in / check out, IVR and GPS device use procedures. To receive payment, Contractor invoices must be received by True North within twenty-five (25) days of the date of service. Payment for invoices submitted outside of this timeframe will be at the sole discretion of True North.
- Applicable sales, use or any similar taxes shall be the sole responsibility of Contractor.
- Payments for approved invoices shall be tendered within thirty (30) days after electronic receipt of the invoice to subinvoice@truenorthoutdoor.com.

3. **INSURANCE.** Contractor shall maintain at its own expense, throughout the duration of this Agreement, insurance coverages and limits as summarized below, and more fully detailed in the attachment referenced in 13a(iv) and entitled Insurance Requirements. This coverage shall be placed with insurance company authorized to do business in the appropriate state, rated "A" or better by A.M. Best. Contractor agrees to add True North as an additional insured on a primary basis, for ongoing and completed operations in its Commercial General Liability policy with respect to the services performed under the Agreement, as well as coverage for completed operations. Contractor's required insurance policies shall apply on a primary basis without right of contribution, regardless of any other insurance or self-insurance available to True North and/or its clientele. Contractor's required general liability policy shall contain an endorsement or provision waiving any right of subrogation against True North, the property owner, property manager, their respective affiliates, parents, subsidiaries, officers, employees, successors and assigns. Evidence of such insurance coverage in effect shall be provided to True North within three (3) days of the Effective Date of this Agreement and must contain a clause granting at least 30 days prior written notice to Company of intent to affect cancellation, non-renewal, or

other material change which would have an adverse effect on the coverage pertaining to this Agreement, unless otherwise afforded by law. Minimum types of coverage and limits of required liability insurance are as follows: (a) Commercial General Liability with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000 aggregate; (b) Automobile Liability with minimum limits of \$1,000,000 per occurrence; (c) Worker's Compensation with limits equaling statutory limits in the state in which services are performed. and (d) Any other insurance required by any governmental authority. All individuals involved in any aspect of Contractor's operations must be covered, regardless of whether such persons come under the statutory requirements to carry such coverage. **Failure of Contractor to provide a valid certificate of insurance evidencing required coverage, waivers and endorsements, will result in a reduction of payments owed to Contractor in an amount equal to ten percent (10%) of all sums owing to Contractor, and assessed as a non-refundable penalty until rectified.** The minimum limits of liability insurance required above shall in no way limit or diminish Contractor's liability under this Agreement, including Contractor's indemnification obligations.

4. PROPERTY INSPECTION AND DAMAGE DEPOSIT. Contractor agrees to maintain with True North a damage deposit in a maximum amount not to exceed \$5,000.00, to be paid by the Contractor in cash, in advance, by bond or deducted from amounts payable to Contractor at the rate of five percent (5%) per payment, or as otherwise agreed to between the parties. True North shall perform pre-season property inspections documenting the condition of each assigned property site prior to servicing. Copies of inspections for the properties to which Contractor is assigned are available upon request. Within thirty (30) days after completion of post-season property inspections, Contractor shall be provided a deposit report identifying the total amount held as deposit, an itemization of any identified damages to the assigned property or damages to any of True North's equipment, and the balance, if any, owing to True North or to be returned to Contractor. Amounts owing to True North exceeding the amounts withheld shall be payable by Contractor within thirty (30) days after receipt of the deposit report. Amounts owing to Contractor shall be paid within thirty (30) days following completion of the post-property inspection reports for properties with no identified damage; or within thirty days after successful completion of all identified post-season property damages, or damages to any of True North's equipment.

5. INDEMNIFICATION. Contractor agrees to indemnify, save, and hold harmless, and defend True North, its officers, employees, and agents from and against all Loss where Loss is caused, or incurred, or alleged to be caused or incurred, in whole or in part, as a result of the negligence, or other actionable or contributory fault of the Contractor, their respective employees, agents, and/or subcontractors. "Loss" means any and all monetary or physical loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any demand, claim, action, administrative proceeding, whether real or spurious, for any monetary loss, injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, or entity, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Registration Agreement whether arising before, during or after the completion of the services required hereunder. Contractor hereby expressly waives any exclusive remedy defense, including but not limited to, those available under any worker's compensation or other occupational accident statutory regime, to the extent necessary to effectuate Contractor's obligations under this provision. The obligations of Contractor under this section shall survive termination of this Agreement.

6. WAIVER OF CLAIMS. True North shall not be liable for, and Contractor hereby waives all claims against True North for injury to Contractor, or Contractor's employees, agents and assigns for loss of or damage to any of their property, by or from any cause whatsoever, except to the extent caused by or arising from gross negligence or willful act of True North.

7. CONTRACTOR SERVICES AND SUPERVISION. Contractor will be engaged by True North as an independent contractor and agrees to provide services for designated True North accounts during the period stated above. True North will not be responsible for withholding of income taxes, Social Security, or the like from amounts paid to Contractor under this Agreement. Contractor will be responsible for the work assigned, and for the conduct of all employees and will provide adequate supervision for them. Contractor will assure that all work is provided in a good and workmanlike fashion and in accordance with the standards established by True North and its clientele. Contractor agrees to coordinate with True North, and acknowledges True North has the right to monitor and review the quality, completion and timeliness of the work.

8. CONTRACTOR'S EXPENSES. Contractor shall, at its own expense, assume all responsibility for their equipment, tools, and other property used during the performance of the Agreement. Contractor also assumes full responsibility for their employees' tools and equipment, as well as for those of their subcontractors. Contractor agrees to maintain all equipment and tools in good and operable condition as required for performance of services under the terms of this Agreement.

9. RESTRICTIVE COVENANTS. Upon the execution of a Services Pricing Agreement, Contractor agrees to each of the following restrictive covenants as reasonably necessary to protect the legitimate business interests and confidential information of True North.

a. **Non-Disclosure.** During the term of this Registration Agreement and following its termination, Contractor agrees not to disclose Confidential Information relative to True North's clientele, customers, services, vendors, contractors, or pricing, in any manner whatsoever to any person, firm, corporation, association or other entity for any reason or purpose whatsoever.

b. **Non-Competition.** During the term of this Registration Agreement and for a period of two (2) years following termination of this Registration Agreement (for any reason): (i) Contractor shall not initiate contact or discuss providing services to any clients or accounts of True North existing during the term of this Agreement, including but not limited to snow plowing, ice treatment, snow hauling, landscaping, maintenance

and related services. (ii) Contractor shall not compete with True North by selling products to any commercial property owner or manager who is an existing client of True North during the term of this Agreement.

c. **Non-Solicitation.** Contractor shall not: (i) Directly or indirectly, employ, attempt to employ or solicit for employment any employee, contractor, or subcontractor of True North; Encourage any employee, contractor, subcontractor or any other person or entity to end their relationship or stop doing business with True North, or help any person or entity to do so; (ii) Solicit or attempt to solicit or obtain business or trade from any of True North's current or prospective customers or clients or help any person or entity do so or attempt to do so.

d. **Violation.** Any violation of these Restrictive Covenants would result in irreparable injury to True North entitling True North to both temporary and permanent injunctions and, at its option, liquidated damages in an amount equal to twenty- five thousand dollars (\$25,000.00) per incident, plus costs for enforcing the provisions of this Agreement, including but not limited to attorney's fees. Nothing in this paragraph shall be construed as prohibiting True North from pursuing any other legal and equitable remedies, including the recovery of actual and consequential damages from Contractor. Any exclusions to these Restrictive Covenants must be in writing, signed by the parties, and attached to this agreement.

10. **TERMINATION.** Either of the parties has the right to terminate this Registration Agreement by providing written notice to the other. True North's rights encompass termination with or without cause, upon twenty-four (24) hours' notice; and upon termination, True North's liability for payment to Contractor shall be limited to approved services performed, or monthly payments due prior to termination of the agreement. Contractor may terminate the Registration Agreement by providing a thirty (30) day's written notice to True North via facsimile or by certified mail to the fax number or address provided on page 1 of this Agreement. Contractor shall remain responsible to continue the services contracted for herein until the expiration of the 30-day notification period. Should True North terminate the Registration Agreement for non-compliance or non-performance, compensation for rendered services shall be subject to adjustment based on non-compliance or non-performance. All obligations relating to indemnification, non-disclosure and non- solicitation shall survive the termination of this Agreement. Termination of this Registration Agreement shall be without prejudice to the terminating party's rights or remedies under this Agreement, whether at law or in equity.

11. **ENTIRE AGREEMENT.** The Agreement, as well as the items as identified in 12a, are acknowledged by the signing parties as the complete text of their mutual covenants and understanding, and supersedes any prior expression of intent or understanding, oral or written, relating to the subject matter of this Registration Agreement. No change, waiver or modification of the terms of this Registration Agreement will be binding unless in the form of a written amendment, signed by all parties hereto.

12. MISCELLANEOUS

a. **Minimum Service Standards, General Rules and Requirements, Site Specific Standards, Rules and Requirements, Orientation and Training Materials.** Whether provided directly to the undersigned or a designated representative of the undersigned, Contractor acknowledges receipt and review of each of the following documents which are incorporated herein by reference as if fully set out hereunder, (i) General Rules and Requirements; (ii) Site Specific Service Standards and Requirements; (iii) Minimum Service Standards and (iv) Insurance Standards. b. **Contractor's Employees or Drivers.** Contractor, as an independent contractor, represents each driver used to operate its vehicles in the performance of services under this Agreement, and the equipment operated by Contractor, meets all requirements of the Federal Motor Carrier Safety Administration, if applicable, and that all driver files, vehicle maintenance files, and all necessary records, are maintained in compliance with all applicable rules and regulations at Contractor's place of business as identified on page 1. c. **Liens.** Contractor shall not file or cause to be filed any liens or notices of interest against any of the serviced properties for non-lien able services rendered in connection with this Registration Agreement. d. **Assignment.** True North may assign this Registration Agreement to any other person or entity without the express prior written consent of Contractor, for an assignment of this Registration Agreement in connection with a sale or other disposition of substantially all the assets of its business. e. **Governing Law.** This Registration Agreement shall be interpreted in accordance with the laws of the State of Kansas. With respect to any suit, action or proceeding relating to this Agreement, each party hereby knowingly, voluntarily intentionally and irrevocably submits to the exclusive jurisdiction of the Johnson County District Court of Kansas. Each party waives any objection it may have at any time to venue of any proceedings in any such court, and waives any claim that such suit, action or proceedings have been brought in an inconvenient forum, and further waive the right to object that such court does not have jurisdiction over such party. If any part of this Registration Agreement is found to be invalid, it will not invalidate the remainder of the Registration Agreement. Contractor duly agrees that should a dispute between Contractor and True North arise out of the subject matter of this Registration Agreement and True North is the prevailing party, Contractor shall pay to True North its attorney's fees and other reasonable costs incurred including interest. f. **Authority.** Each party hereby represents and warrants that this Registration Agreement is executed by an authorized representative, with full authority to legally bind the party to the terms of this Registration Agreement and as such, is enforceable against such party. g. **Signatures.** A signature transmitted electronically shall be considered an original signature for purposes of effectuating this Registration Agreement. Contractor waives the right to challenge in court the authenticity of an electronically signed, faxed or e- mailed copy of this Registration Agreement, solely based on its transmission electronically, and the electronically signed, faxed or e-mailed copy shall be considered the original, and shall be the binding agreement. h. **Headings.** Headings are included in this Registration Agreement as a matter of convenience only and shall not be controlling regarding the interpretation of this Agreement.

13. **AUTOMATIC RENEWAL** This Agreement shall automatically renew and be extended from year to year upon the expiration of the current season unless terminated by either party as instructed in clause 10 herein. Rates and Terms are subject to change with notice, and compliance documentation is required to be renewed each season.

True North and Contractor hereby agree to, and execute, without modification, this Independent Contractor Agreement, with all identified documentation incorporated herein

TNO, LLC

By: _____
Title: _____
Date Signed: _____

CONTRACTOR

By: _____
Title: _____
Date Signed: _____