THIS AGREEMENT is made and entered into this _____ day of ___________ 2014, by and between the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, and __________________, hereinafter referred to as Contractor. It is the intention of the City to use the services of Contractor to provide services for City as outlined in this Agreement.

SECTION I - SCOPE OF WORK

The tree removal services shall consist of the work as set forth in the Scope of Work of the 2014 Request for Proposals for Tree and Stump Removal Services (hereinafter, the “Services”), a copy of which is attached hereto and incorporated by reference herein as Exhibit A.

The City requires all bidders to attend a mandatory pre-bid conference on a date to be determined in the future by the City. Any bid received from a non attendee shall be considered invalid.

SECTION II - COMPENSATION

The City agrees to pay Contractor the total amount of $ ______________________ for the Services specified under this Agreement.

City agrees to remit payment for each valid invoice received and approved by the Public Works Director or his/her designee within thirty (30) days of receipt of invoice.

City may request that Contractor perform work beyond, outside of, or in addition to the Scope of Work specified in this Agreement and such work shall be designated “Additional Services.” City and Contractor shall negotiate a Scope of Work and compensation for such Additional Services, and the Scope of Work and compensation shall be reflected in a supplemental agreement. The terms and conditions of this Agreement shall apply to any Additional Services provided by the Contractor.

SECTION III – AGREEMENT TERM

The term of this Agreement shall be for 45 days after January 1, 2015. The City reserves the right to adjust the number of tree and stump removals.

SECTION IV - TERMINATION FOR CONVENIENCE

Notwithstanding the provisions of Section III herein, the City may, at any time, terminate this Agreement in whole or in part for the convenience of the City. City shall give written notice at least thirty (30) days in advance of the termination to Contractor specifying that the Agreement or a designated part thereof shall be terminated and when termination becomes effective. Contractor shall incur no further obligations to the City in connection with the termination of Services. On the date set forth in the written notice, Contractor shall stop Services on behalf of the City to the extent specified and shall invoice the City for Services provided to that date. The City shall compensate the Contractor for all Services satisfactorily completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

SECTION V - TERMINATION FOR CAUSE

If either party is violating any of the conditions of this Agreement, the other party may serve written notice of its intention to terminate the Agreement. Unless within thirty (30) days after the serving of the
TREE AND STUMP REMOVAL AGREEMENT

notice a satisfactory arrangement has been made to remedy the breach, this Agreement shall terminate. The City retains the right to withhold the payment or any portion thereof for damages incurred as a result of Contractor’s breach of this Agreement.

SECTION VI - DISPUTE RESOLUTION

City and Contractor agree that disputes relative to this Agreement should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Services as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the parties’ express written consent.

SECTION VII - INDEPENDENT CONTRACTOR

Contractor is an independent contractor and as such neither Contractor nor its personnel are agents or employees of the City.

SECTION VIII – TAXES

Contractor is responsible for payment of any and all federal, state, and local taxes.

SECTION IX - SUBCONTRACTORS

Contractor shall not subcontract portion of the Services to be provided under this Agreement.

SECTION X – INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments arising out of Contractor’s or any of its agents’, servants’, employees’, or subcontractors’ negligent acts, and for failure to act in the performance of this Agreement. Neither acceptance of the completed Services nor payment therefore shall release Contractor of its obligation under this paragraph.

SECTION XI- INSURANCE REQUIREMENTS

(a) General -
The Contractor shall secure and maintain, throughout the duration of this contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

(b) Notice of Claim Reduction of Policy Limits -
The Contractor, upon receipt of notice of any claim in connection with the contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
TREE AND STUMP REMOVAL AGREEMENT

The Contractor shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) in excess of $10,000.00, whether or not such impairment came about as a result of this Agreement.

In the event the City shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

(c) General Liability -
The Commercial General Liability insurance coverage that is to be provided by Contractor shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the Contractor under SECTION IX of this Agreement.

MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY
(Complete Certificate "Form B")

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence:</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Policy must include the following conditions:
 a) Broad Form Contractual/Contractually Assumed Liability
 b) Independent Contractors
 c) Broad Form Property Damage

(d) Automobile Liability -
Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired, and/or non-owned vehicles and must include protection for either:

(A) Any Auto

OR

(B) All Owned Autos;
   Hired Autos; and
   Non-Owned Autos.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by the Contractor.

(e) Workers' Compensation and Employer's Liability -
This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of
employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include liability limits not less than the following:

<table>
<thead>
<tr>
<th></th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Workers' Compensation:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Employer's Liability:</strong></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury by Accident</td>
<td>$100,000 each accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 policy limit</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$100,000 each employee</td>
</tr>
</tbody>
</table>

(f) **Fidelity Bond** –
Vendor agrees to purchase and maintain a fidelity bond for its officers, directors, agents, and employees in an amount not less than $10,000.

(g) **Professional Liability Insurance** –
This insurance shall not be required for this agreement.

(f) **Industry Ratings** –
The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is licensed to do business in the State of Kansas;
2. Carries a Best's policy holder rating of B+ or better; and
3. Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

(g) **Subcontractors’ Insurance** - If part of the Agreement is to be sublet, Contractor shall either:

*Cover all subcontractors in its insurance policies, or
*Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorney’s fees, arising out of the acts or omissions of its subcontractors.

**SECTION XII - NON-DISCRIMINATION AND OTHER LAWS**

A. The Contractor agrees that:

1. The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Services under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry, age, veteran status, gender identity, and sexual orientation.
2. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);

3. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;

4. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency; and

5. The Contractor shall include the provisions of subsections (A)(1) through (4) in every sub Agreement or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to a Agreement entered into by a Contractor:

(a) Who employs fewer than four employees during the term of such contract; or

(b) Whose contracts with the City cumulatively total $5,000 or less during the fiscal year of the City.

B. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state, and local laws, ordinances, and regulations applicable to this project and to furnish any certification required by any federal, state, or local governmental agency in connection therewith.

SECTION XIII - PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm, or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement. For the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION XIV - ASSIGNMENT

Parties hereto agree that neither shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees, and legal representatives.
TREE AND STUMP REMOVAL AGREEMENT

XV - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice, or similar document relating to services performed, such purchase order or similar document shall be for the City’s administrative purposes only and will not supplement, supersede, modify, or affect any of the terms and conditions set forth herein.

SECTION XVI - APPLICABLE LAW, NONWAIVER

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The waiver of or failure to enforce any term or condition of this CONTRACT shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.

SECTION XVII – BUDGET/CASH BASIS LAW

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current (2015) budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

TITLE XVIII - SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

SECTION XIX – ENTIRE CONTRACT

The terms and conditions contained herein including any exhibits, the 2014 Request for Proposals (RFP) for Tree and Stump Removal Services and the Contractor’s response to the RFP constitute the entire and exclusive Agreement between the Parties. The Request for Proposals RFP for Tree and Stump Removal Services and the Contractor’s response to the RFP are hereby full incorporated by reference and made a part of this CONTRACT. In the event of a conflict between any terms or conditions in this CONTRACT, the RFP or the response to the RFP, the terms and conditions of the Agreement shall take precedence.

SECTION XX - EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.
TREE AND STUMP REMOVAL AGREEMENT

ATTEST:                                                                 CITY OF ROELAND PARK, KANSAS

___________________________________ _________________________________________
Kelley Bohon                                                     Joel Marquardt
City Clerk                                                           Mayor

APPROVED AS TO FORM:

____________________________________
Neil Shortlidge
City Attorney

Contractor

President or corporate representative

CORPORATE ACKNOWLEDGMENT

STATE OF ____________________ )
) SS.
COUNTY OF ____________________ )

BE IT REMEMBERED that on this ______ day of ________________, 2014, before me, the
undersigned, a Notary Public in and for the County and State aforesaid, came ____________________

President of __________________________ a corporation duly organized, incorporated, and existing under and
by virtue of the laws of ________________, who are personally known to me to be such officer and
who are personally known to me to be the same person who executed as such officer the within
instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same
to the act and deed of said Corporation.

IN WITNESS WHEREOF, I have here unto subscribed my name and affixed my official seal the day and
year last above written.

____________________________________
Notary Public

My Appointment Expires ____________________

(If the AGREEMENT is not executed by the president of the corporation or general partner of the
partnership, please provide documentation which authorizes the signatory to bind the corporation or
partnership.)
TREE AND STUMP REMOVAL AGREEMENT

EXHIBIT A

SCOPE OF WORK

1. Scope of work to include removal of 43 (forty-three) Ash trees located at R Park, 5535 Juniper Drive and 1 (one) Ash tree at ”Gas meter” park, located on the south side of the intersection of Roe Lane and Southridge Street (4940 Southridge Street). An additional 12 (twelve) Ash trees for removal are located at the Roeland Park Community Center, 4850 Rosewood Drive. Trees on the attached list are marked for removal with a pink X on location. If any questions, the City Forester shall be contacted immediately. Locations of these trees are approximate.

2. Cost to include complete Ash tree removal, stump grinding, hauling, and clean up of stump grinding debris, backfill, grade, and seed.

3. Only Ash trees on the attached list and marked on location with a pink X shall be removed. If you have any questions, the City Forester shall be contacted immediately at 913.602.9362.

4. Vehicular traffic in the park shall be limited as to not damage existing turf or trail. Traffic measures will need to be taken to close portions of the trail while working, if applicable.

5. Any damages to the irrigation, turf, hardscape, etc., shall be at the contractor’s expense.

6. All of the stumps and visible roots shall be ground down to a minimum depth of 8 inches below existing grade.

7. Only stumps found on the attached list will be ground. If questions arise about identification of exact stump or location, Contractor shall seek approval from the City Forester before grinding.

8. Sidewalks, streets, or other public access areas are to be kept clear at all times. Both lanes of any given street cannot be blocked at the same time. A traffic plan needs to be established and there must not be any negative impact to the roadway. Safety zones must be clearly marked.

9. All grindings shall be removed and topsoil backfilled within 24 hours of initial grinding. Backfill shall be pulverized or enriched, and raked smooth to match existing grade. Barriers are to be used to prevent anyone from entering an open hole.

10. Fescue seed shall be broadcast over the area at a rate recommended by the manufacturer.

11. Contractor shall be required to maintain a safety zone clearly marked by cones, ribbon, or other highly visible devices as determined by the City Forester to prevent pedestrians from walking into or through the work area.

12. Bidders are encouraged to view all or a majority of the trees on the attached list.

13. Contractor will be responsible to arrange for utility locations wherever necessary.

14. All work shall be completed within 45 days of start of project.

15. Questions regarding the services shall be directed to Carl Wisdom, City Forester, at 913.602.9362, or Jose Leon, Public Works Director, at 913.952.3455.
Trees to be removed & stumps ground are in RED.

43 trees at this site that are ASH.
2 Ash trees NOT in bid are Blue X.
TREE AND STUMP REMOVAL AGREEMENT
TREE AND STUMP REMOVAL AGREEMENT

Alternative #1

<table>
<thead>
<tr>
<th>Location #</th>
<th>R Park, 5535 Juniper, except #56 @ 4940 Southridge St</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NW corner of parking lot</td>
</tr>
<tr>
<td>2</td>
<td>West of lot between sidewalk &amp; street</td>
</tr>
<tr>
<td>3</td>
<td>same as #2</td>
</tr>
<tr>
<td>4</td>
<td>same as #2</td>
</tr>
<tr>
<td>5</td>
<td>same as #2</td>
</tr>
<tr>
<td></td>
<td>Tree Location</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>6</td>
<td>SW corner of parking lot</td>
</tr>
<tr>
<td>7</td>
<td>Corner of 56th Street &amp; Juniper</td>
</tr>
<tr>
<td>8</td>
<td>South side of park</td>
</tr>
<tr>
<td>9</td>
<td>South side of park</td>
</tr>
<tr>
<td>10</td>
<td>South side of park</td>
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<tr>
<td>11</td>
<td>South side of park</td>
</tr>
<tr>
<td>12</td>
<td>South side of park</td>
</tr>
<tr>
<td>13</td>
<td>South side of park by tennis courts</td>
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<tr>
<td>14</td>
<td>South side of park by tennis courts</td>
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<tr>
<td>15</td>
<td>South side of park by tennis courts</td>
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<td>16</td>
<td>South side of park by tennis courts</td>
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<td>17</td>
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<td>20</td>
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<td>21</td>
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<td>22</td>
<td>South side of park</td>
</tr>
<tr>
<td>23</td>
<td>South side of park</td>
</tr>
<tr>
<td>24</td>
<td>South side of park @ 56th &amp; Sherwood</td>
</tr>
<tr>
<td>25</td>
<td>East side of park @ 56th &amp; Sherwood</td>
</tr>
<tr>
<td>26</td>
<td>East side of park</td>
</tr>
<tr>
<td>27</td>
<td>East side of park</td>
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<td>28</td>
<td>East side of park</td>
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<td>29</td>
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<td>East side of park</td>
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<td>31</td>
<td>East side of park</td>
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<td>32</td>
<td>East side of park</td>
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<td>33</td>
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<td>34</td>
<td>East side of park</td>
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<tr>
<td>35</td>
<td>East side of park</td>
</tr>
<tr>
<td>36</td>
<td>East side of park</td>
</tr>
<tr>
<td>37</td>
<td>East side of park</td>
</tr>
<tr>
<td>38</td>
<td>30&quot; dia east side of park @ 55th Terrace</td>
</tr>
<tr>
<td>39</td>
<td>East side of park</td>
</tr>
<tr>
<td>40</td>
<td>East side of park</td>
</tr>
<tr>
<td>41</td>
<td>East side of park @ NE corner</td>
</tr>
<tr>
<td>42</td>
<td>32&quot; diameter, north of swings</td>
</tr>
<tr>
<td>43</td>
<td>38&quot; diameter, between swings &amp; playground equipment</td>
</tr>
<tr>
<td>56</td>
<td>@ Gas Meter Park</td>
</tr>
</tbody>
</table>
Alternative #2

<table>
<thead>
<tr>
<th>Location #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>20’ east of sports dome entrance</td>
</tr>
<tr>
<td>45</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>multiple suckers from old stump</td>
</tr>
<tr>
<td>47</td>
<td>East of outer entrance to dome</td>
</tr>
</tbody>
</table>

Alternative #3

<table>
<thead>
<tr>
<th>Location #</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>48</td>
<td>@ south side of entry building</td>
</tr>
<tr>
<td>49</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Inside fence, east side of pool</td>
</tr>
<tr>
<td>52</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Inside pool fence, west of pool</td>
</tr>
<tr>
<td>54</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td></td>
</tr>
</tbody>
</table>
TREE AND STUMP REMOVAL AGREEMENT

CITY OF ROELAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT

PROPOSAL

TREE AND STUMP REMOVAL

TO: CITY OF ROELAND PARK,
    JOHNSON COUNTY, KANSAS

The undersigned bidder hereby proposes to furnish all labor, equipment, and material to provide the following services per attached specifications for municipal facilities:

COST TO THE CITY FOR 44 TREE AND STUMP REMOVALS: $______________
Alternative #1

COST TO THE CITY FOR 4 TREE AND STUMP REMOVALS: $______________
Alternative #2

COST TO THE CITY FOR 8 TREE AND STUMP REMOVALS: $______________
Alternative #3

TOTAL COST: $______________

NOTE: The City reserves the right to adjust the quantities trimmed based on the budgeted amount.

1. The undersigned further agrees to begin upon the time schedule stated in the Notice to Proceed, and to complete the work, if this proposal is accepted, within 45 calendar days from start date.

   The undersigned also declares that it understands that if not preset by the City, the time to begin construction and to complete the work will be one factor considered in determining the lowest and best responsible bidder.

2. In submitting this proposal, the undersigned declares that it is of lawful age and executed the accompanying proposal on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such proposal or any proposals, the limiting of the proposal, the parceling or farming out to any proposer, or other persons, of any part of the Contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that it has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with Contractor in said proposal, until after sealed proposals are opened.
3. The undersigned further declares that it has carefully examined the Instructions to Contractors and other Contract Documents, and that it has inspected the actual locations of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Proposal it waives all right to plead any misunderstanding regarding the same.

4. The undersigned hereby agrees to furnish the required insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest.

5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the City Representative and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.

6. Undersigned acknowledge receipt of the Plans and Specifications for the project including the following addenda (complete) ________________________________

DATED in ______________________ this______day of______________________, 2014.

COMPANY: _____________________________________

ADDRESS:______________________________________

BY:_____________________________________________

SIGNATURE

TITLE:__________________________________________

TELEPHONE NO: ___________________________________