



SENECA STONE CORPORATION.

TRUCKING SERVICE VENDOR AGREEMENT

2026

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**AGREEMENT BETWEEN
SENECA STONE CORP.
AND SERVICE VENDOR**

ARTICLE 1

AGREEMENT

This Agreement made this 1st day of March in the year 2026, by and between the

SENECA STONE CORP., 2747 Canoga Road, Seneca Falls, New York 13148 (“Contractor”)
And you the **SUBCONTRACTOR**

for **PERIOD**

March 1, 2026 through December 31, 2026

for services in connection with the
SERVICE VENDOR WORK

Hauling of stone, or other materials for Seneca Stone jobs.
Delivering stone from Seneca Stone to a customer.

Delivering stone from a supplier to Seneca Stone quarry.

for the following
PROJECT(S)

All Seneca Stone Corp. Projects and deliveries
for which hauling is needed in 2026



Notice to the parties shall be given at the above addresses.

ARTICLE 2

SCOPE OF WORK

2.1 SERVICE VENDOR WORK The Contractor contracts with the Service Vendor as an independent contractor to provide all labor, materials, and equipment necessary or incidental to complete the work described in Article 1 for the Project specified by Purchase Order in accordance with, and reasonably inferable from, that which is indicated on the Purchase Order. The Service Vendor shall perform the Service Vendor Work under the general direction of the Contractor and in accordance with this Agreement.

2.2 CONTRACTOR'S WORK The Contractor's work is the construction and services required of the Contractor to fulfill its obligations pursuant to its agreement with the Owner (the Work). The Service Vendor Work is a portion of the Work.

2.3 SERVICE VENDOR DOCUMENTS The Service Vendor Documents include this Agreement, the Purchase Order, the Owner-Contractor agreement, special conditions, general conditions, specifications, drawings, addenda, Change Orders, amendments and any pending and exercised alternates.

2.3.1 By executing this Service Vendor Agreement, the Service Vendor acknowledges that all documents necessary to enter into this contractual relationship were available to Service Vendor.

2.4 CONFLICTS In the event of a conflict between this Agreement and other Service Vendor Documents, this Agreement shall govern.

2.5 EXTENT OF AGREEMENT Nothing in this Agreement shall be construed to create a contractual relationship between persons or entities other than the Contractor and Service Vendor. This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

ARTICLE 3

SERVICE VENDOR'S RESPONSIBILITIES

3.1 RESPONSIBILITIES The Service Vendor agrees to furnish its best skill and judgment in the performance of the Service Vendor work and to cooperate with the Contractor so that the Contractor may fulfill its obligations to the Owner. The Service Vendor shall furnish all of the labor, materials, equipment, and services, including but not limited to, competent supervision, equipment, and tools as are necessary for the proper performance of the Service Vendor Work.

3.2 SAFETY

3.2.1 The Service Vendor is required to perform the Service Vendor Work in a safe and reasonable manner. The Service Vendor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

- .1 Employees and other persons at the site;
- .2 Materials and equipment stored at the site or at off-site locations for use in performance of the Work; and
- .3 All property and structures located at the site and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.2.2 The Service Vendor shall give all required notices and comply with all applicable rules, regulations, orders and other lawful requirements established to prevent injury, loss or damage to persons or property.

3.2.3 Damage or loss not insured under property insurance which may arise from the performance of the Service Vendor Work, to the extent of the negligence attributed to such acts or omissions of the Service Vendor, or anyone for whose acts the Service Vendor may be liable, shall be promptly remedied by the Service Vendor. Damage or loss attributable to the acts or omissions of the Contractor and not to the Service Vendor shall be promptly remedied by the Contractor.

3.2.4 The Service Vendor has an affirmative duty not to overload the equipment, structures or conditions at the site and shall take reasonable steps not to load any part of the equipment, structures or site so as to give rise to an unsafe condition or create an unreasonable risk of bodily injury or property damage.

3.2.5 The Service Vendor shall give prompt written notice within twenty-four (24) hours to the Contractor of any accident involving bodily injury requiring a physician's care, any property damage or any incident sustained on or adjacent to the site.

3.2.6 Prevention of accidents at the site is the responsibility of the Contractor, Service Vendor, Subcontractors, and all other persons and entities at the site. Establishment of a safety program by the Contractor shall not relieve the Service Vendor or other parties of their safety responsibilities. The Service Vendor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Contractor and Owner, including, but not limited to, requirements imposed by the Service Vendor Documents. The Service Vendor shall comply with the recommendations of insurance companies having an interest in the Project, and shall stop any part of the Service Vendor Work which the Contractor deems unsafe until corrective measures satisfactory to the Contractor have been taken. The Contractor's failure to stop the Service Vendor's unsafe practices shall not relieve the Service Vendor of the responsibility. Therefore, each party to this Agreement shall indemnify the other party from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by its failure to comply with applicable safety requirements.

3.2.7 The Service Vendor shall revoke from the Project any employee who creates an unsafe condition, or who performs their work in an unsafe manner on the Project, or who fails any drug and/or alcohol test given in connection with this project, or who violates the Contractor's safety procedures.

3.2.8 EMERGENCIES In an emergency affecting the safety of persons and/or property, the Service Vendor shall act, at its discretion, to prevent threatened damage, injury or loss.

3.2.9 In the event Service Vendor is cited for a violation of federal, state or local law, ordinances or regulations, including but not limited to U.S. DOL-OSHA, for which Contractor is also cited, the Service Vendor shall to the fullest extent permitted by law, contest such citation to avoid or otherwise reduce any fines, penalties or corrective measures resulting from such citation. The Service Vendor shall bear all costs, including attorney's fees, incurred in contesting any such citation.

3.3 PROTECTION OF THE WORK The Service Vendor shall take necessary precautions to properly protect the work of others from damage caused by the Service Vendor's operations. Should the



Service Vendor cause damage to the Work or property of the Owner, the Contractor or others, the Service Vendor shall promptly remedy such damage to the satisfaction of the Contractor, or the Contractor may remedy the damage and deduct its cost from any amounts due or to become due the Service Vendor, unless such costs are recovered under applicable property insurance.

3.4 PERMITS, FEES, LICENSES AND TAXES The Service Vendor shall be responsible for all permits, fees, licenses, assessments, inspections, testing and taxes necessary to complete the Service Vendor Work.

3.5 ASSIGNMENT OF SERVICE VENDOR WORK The Service Vendor shall not assign the whole or any part of the Service Vendor Work without prior written approval of the Contractor.

3.6 COMPLIANCE WITH LAWS The Service Vendor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the Laws) applicable to the Service Vendor Work, including but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, safety and all other Laws with which the Contractor must comply. The Service Vendor shall be liable to the Contractor and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Service Vendor, its employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties or corrective measures, except as provided in Subparagraph 3.3.6.

ARTICLE 4

AGREEMENT AMOUNT

As full compensation for performance as governed by this Agreement and dictated by Purchase Order, Contractor agrees to pay Service Vendor in current funds for the satisfactory performance of the Service Vendor Work at the fixed-price, unit prices and/or time and material rates; agreed to, and bound by Purchase Order.

ARTICLE 5

PAYMENT

5.1 PAYMENT INVOICES

5.1.1 TIME OF INVOICE The Service Vendor shall submit daily time sheets to the Contractor on the forms provided by the Contractor, for all work performed.

5.1.2 TIME OF PAYMENT Payments to the Service Vendor for satisfactory performance of the Service Vendor Work shall be made no later than Thirty (30) days after receipt by the Contractor of the daily time sheet from the Service Vendor, provided Service Vendor has submitted the time sheet timely.

5.1.3 PAYMENT DELAY If the Service Vendor submitted time sheet in an untimely manner, payment by the Contractor may be delayed one (1) week to the Service Vendor.

5.1.4 PAYMENTS WITHHELD The Contractor may reject a Service Vendor payment invoice or nullify a previously approved Service Vendor payment invoice, in whole or in part, as may reasonably be necessary to protect the Contractor from loss or damage based upon:

1. The Service Vendor's repeated failure to perform the Service Vendor Work as required by this Agreement;
2. Loss or damage arising out of or relating to this Agreement and caused by the Service Vendor to the

Owner, Contractor or others to whom the Contractor may be liable;

3. Rejected, nonconforming or defective Service Vendor Work which has not been corrected in a timely fashion;

4. Failure to comply with the provisions of the Service Vendor Documents relating to the receipt of State and/or Federal aid for the Project, and after receiving written notification from the Contractor that said compliance is necessary;

5. The Service Vendor's failure to provide required certifications, including but not limited to material, payroll and EEO certifications. If this is a public works project, Service Vendor is required to maintain payroll records, subscribed and affirmed by Service Vendor as true, showing the hours and days worked by each worker, laborer, or mechanic, the occupation at which each works, the hourly wage rate paid and any supplements and/or benefits paid or provided for work performed as part of this Agreement. Such payroll records must be submitted weekly by Service Vendor to Contractor. Service Vendor understands and agrees that weekly submission of certified payroll records to the Contractor is a condition precedent to Service Vendor's receipt of payment from Contractor for work performed under this Agreement. Should Service Vendor fail to submit to Contractor weekly certified payroll, Contractor shall have the right to withhold payments due Service Vendor. If Contractor has reason to believe that Service Vendor's certified payroll is inaccurate or incomplete. Contractor shall have the right to withhold payment from Service Vendor pending Service Vendor's verification of certified payroll. Service Vendor understands and agrees that in the event of Service Vendor's failure to provide certified payroll to Contractor over three (3) consecutive weeks, Contractor shall have the right to terminate Service Vendor Work, at Contractor's sole discretion.

The Contractor shall give written notice to the Service Vendor, at the time of disapproving or nullifying an invoice for payment stating its specific reasons for such disapproval or nullification. When the above reasons for disapproving or nullifying an invoice for payment are removed, payment will be made for amounts previously withheld.

5.2 PARTIAL LIEN WAIVERS AND AFFIDAVITS As a prerequisite for payments, the Service Vendor shall provide, in a form satisfactory to the Owner and Contractor partial lien or claim waivers in the amount of the application for payment. Such waivers may be conditional upon payment. In no event shall Contractor require the Service Vendor to provide an unconditional waiver of lien or claim; either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

5.3 SERVICE VENDOR ASSIGNMENT OF PAYMENTS The Service Vendor shall not assign any moneys due or to become due under this Agreement, without the written consent of the Contractor

5.4 PAYMENT NOT ACCEPTANCE Payment to the Service Vendor does not constitute or imply acceptance of any portion of the Service Vendor Work.

ARTICLE 6

INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION

6.1 INDEMNITY



6.1.1 INDEMNITY To the fullest extent permitted by law, the Service Vendor shall defend, indemnify and hold harmless the Contractor, the Contractor's Subcontractors, the Contractor's other Service Vendors, the Architect/Engineer, the Owner and their agents, consultants and employees (the Indemnities) from all claims for bodily injury and property damage that may arise from the performance of the Service Vendor Work to the extent of the negligence attributed to such acts or omissions by the Service Vendor

6.1.2 NO LIMITATION OF LIABILITY In any and all claims against the Indemnities by any employee of the Service Vendor, anyone directly or indirectly employed by the Service Vendor or anyone for whose acts the Service Vendor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Service Vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.2 INSURANCE

6.2.1 SERVICE VENDOR'S INSURANCE Before commencing the Service Vendor Work, and as a condition of payment, the Service Vendor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by the Service Vendor, or any of its consultants or Service Vendors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

6.2.2 MINIMUM LIMITS OF LIABILITY The Service Vendor shall maintain at least the limits of liability in a company satisfactory to the Contractor as set forth below:

6.2.2.1 COMMERCIAL GENERAL LIABILITY (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

- a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c) General Contractor, Owner and all other parties required in the General Contract, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Service Vendor. It shall apply as Primary Insurance and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- d) Service Vendor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations Coverage for itself and each additional insured for at least three (3) years after completion of the Work.

6.2.2.2 AUTOMOBILE LIABILITY

- a) Business Auto Liability with limits of at least \$1,000,000 each accident

- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.

6.2.2.3 COMMERCIAL UMBRELLA

- a) ~~Umbrella limits must be at least \$2,000,000~~
- b) ~~Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.~~
- c) ~~Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Service Vendor.~~

6.2.2.4 WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
- b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

6.2.3 Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Service Vendor's Commercial General Liability Policy.

6.2.4 NUMBER OF POLICIES Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

6.2.5 CANCELLATION, RENEWAL AND MODIFICATION The Service Vendor shall maintain in effect all insurance coverage's required under this Agreement at the Service Vendor's sole expense and with insurance companies acceptable to the Contractor. The Service Vendor shall provide to Contractor copies of all necessary endorsements and certifications of insurance evidencing the required insurance coverages. The policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days prior written notice has been given to the Contractor. Certificates of insurance showing required coverage to be in force pursuant to Subparagraph 6.2.2 shall be filed with the Contractor prior to commencement of the Service Vendor Work. In the event the Service Vendor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage as desired for the Contractor's benefit and charge the expense to the Service Vendor, or terminate this Agreement.

6.3 WAIVER OF SUBROGATION Service Vendor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability and workers' compensation and employers liability insurance maintained per requirements stated above.

6.4 ENDORSEMENT If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.



ARTICLE 7

TERM OF AGREEMENT

7.1 TERM OF AGREEMENT This Agreement shall remain in affect so long as all provisions set forth within are in force.

ARTICLE 8

ACCEPTANCE OF AGREEMENT

8.1 ACCEPTANCE OF AGREEMENT Acceptance in accordance with the terms and conditions set forth within this Agreement as of the date entered in Article 1.