

**BROADBAND SPECIALISTS INC.**  
1700 PEACHTREE RD STE 100  
BALCH SPRINGS, TX 75180  
OFFICE: 972.329.1280 FAX: 972.329.1065

INDEPENDENT CONTRACTOR INFORMATION

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Social Security #: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Driver's License #: \_\_\_\_\_

**PERSON TO CONTACT IN CASE OF EMERGENCY**

\_\_\_\_\_ Phone # \_\_\_\_\_

All Sub-Contractors must submit the following prior to work"

1. Signed Independent Contractor Agreement with Exhibit "B"
2. Work History Verification Information Form
3. Texas Workers Comp Form DWC Form-83
4. Exhibit C (signed)
5. Certificate of Insurance with coverage outlined in "Exhibit C"
6. Signed No Dig Policy Form
7. Contractor Drug and Alcohol Use Policy Verification Form
8. W-9 form
9. Indemnity Agreement

Upon receipt of the above listed documents executed fully, management will perform a review, confirm your insurance coverage's, and check your listed references. If approved for a project, you will be required to review and execute our subcontractor agreement and the attachments thereto prior to initiating work. No contractor may begin providing services without the required insurance coverage.

\_\_\_\_\_  
Contractors Authorized Signature      Printed Name      Date

\_\_\_\_\_  
Contractors Authorized Signature      Printed Name      Date

**BROADBAND SPECIALISTS INC.**  
**WORK HISTORY VERIFICATION INFORMATION for SUBCONTRACTOR**  
**(PLEASE PRINT)**

EXPERIENCE: Start with your present or last project.

1. Customer		
Address _____	Contact Name: _____	State: _____
City: _____		
Types of work performed: _____		
Dates work performed: _____		
Reason for leaving: _____		
2. Customer		
Address _____	Contact Name: _____	State: _____
City: _____		
Types of work performed: _____		
Dates work performed: _____		
Reason for leaving: _____		
3. Customer		
Address _____	Contact Name: _____	State: _____
City: _____		
Types of work performed: _____		
Dates work performed: _____		
Reason for leaving: _____		
4. Customer		
Address _____	Contact Name: _____	State: _____
City: _____		
Types of work performed: _____		
Dates work performed: _____		
Reason for leaving: _____		

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION  
7551 Metro Center Drive, Suite 100  
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK  BOX OF STATEMENT THAT APPLIES

**JOINT AGREEMENT TO AFFIRM INDEPENDENT RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS**

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

**THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO WORKERS' COMPENSATION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.**  
Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

**AGREEMENT TO ESTABLISH EMPLOYER-EMPLOYEE RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS**

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor  will withhold  will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: \_\_\_\_\_  
TO: \_\_\_\_\_

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: \_\_\_\_\_

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

Signature of Hiring Contractor \_\_\_\_\_ Date \_\_\_\_\_  
**BROADBAND SPECIALISTS INC.**  
Printed Name of the Hiring Contractor

Federal Tax I.D. Number \_\_\_\_\_

**1700 S PEACHTREE RD**  
Address (Street)  
**BALCH SPRINGS TX 75180**  
Address (City, State, Zip)

Independent Contractor's Affirmation

Signature of Independent Contractor \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name of the Independent Contractor

Federal Tax I.D. Number \_\_\_\_\_

Address (Street) \_\_\_\_\_  
Address (City, State, Zip) \_\_\_\_\_

**The Hiring Contractor should retain the original.** Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.

Division Date Stamp Here



**EXHIBIT C**

**INSURANCE**

Subcontractor shall obtain and maintain in full force and effect during the term of this Agreement insurance with coverage and limits as follows:

- A. Workers Compensation insurance covering Subcontractor's employees policy shall be on a form approved for use in state in which Work is being performed and shall provide, at a minimum, statutory Workers' Compensation coverage and Employers' Liability at limits of not less than \$1,000,000 each accident for Bodily Injury by Accident, \$1,000,000 policy limit for Bodily Injury by Disease and \$1,000,000 each employee for Bodily Injury by Disease.
- B. Commercial General Liability Insurance limits shall be no less than \$1,000,000 per Occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury, and no less than \$2,000,000 in the aggregate PER PROJECT. Such insurance policy shall be ordered to include coverage for Products/Completed Operations. The **Additional Insured** endorsement form CG2010 11/85 or its equivalent is to be provided to Broadband Specialists.
- C. Business Automobile Policy shall include all autos or all owned, leased, hired and non-owned vehicles with limits of liability of no less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such insurance policy shall be endorsed to provide that Broadband Specialists Inc. shall be included as **Additional Insured**.

Broadband Specialists, Inc. and all other parties required to be insured shall be listed as Additional Insured on Subcontractor's policies. Subcontractor hereby waives all rights of subrogation against Broadband Specialists, Inc. under the above-required policies. Subcontractor's insurance is understood to be primary as respects the interests of Additional Insureds in excess and contributory with Subcontractor's Insurance. Subcontractor agrees to insure, all loss to owned or leased services and equipment and agrees to waive all rights of subrogation against Broadband Specialists, Inc.. Subcontractor shall provide Broadband Specialists, Inc. with certificate evidencing such insurance prior to beginning any work under this Agreement. Such certificates shall provide for 30day prior written notice of cancellation, material changes, reduction of coverage or nonrenewal. Subcontractor shall cause his 2<sup>nd</sup> and 3<sup>rd</sup> tier Subcontractor(s) to procure insurance as outlined above. Subcontractor shall obtain certificates from 2<sup>nd</sup> and 3<sup>rd</sup> tier Subcontractors with the same coverage and limits and deliver them to Broadband, if requested to do so.

SUBCONTRACTOR:

\_\_\_\_\_

BY: \_\_\_\_\_  
ITS AUTHORIZED AGENT

NAME: \_\_\_\_\_

Title: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2010

PRODUCER Phone: 817-299-3800 Fax: 817-299-3890  
 IBTX Risk Services  
 8701 Bedford Euless Rd, Ste 450  
 Hurst TX 76053

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURED  
 Subcontractor Name  
 Street Address or PO Box #  
 City ST Zip Code

INSURER A: AMBEST Rating Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADDD/LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Policy #	6/1/2010	6/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Policy #	6/1/2010	6/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Policy #	6/1/2010	6/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

RE: Project Name  
 All policies, with the exception of Workers' Compensation, shall be endorsed to name the Contractor & Owner as Additional Insureds. The insurance shall be primary and non-contributory. The General Liability Additional Insured endorsement shall include coverage for Products/Completed Operations per endorsement form CG2010 11/85 or its equivalent. Every policy shall be endorsed with a Waiver of Subrogation in favor of the Contractor and Owner. All See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Broadband Specialists, Inc.  
 1700 Peachtree  
 Balch Springs TX 75180

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Joseph Chappard*

# Broadband Specialists Inc.

1700 Peachtree Rd.  
Balch Springs, TX 75180  
Ofc: 972-329-1280  
Fax: 972-329-1065

## No Dig Policy:

We have in effect a company policy, which abides to State Rules and Regulations, which states there will be **No Digging** unless there are **locate marks visible** on the ground from all utility companies. Locate marks are to be called in to Dig Tess or 811 in accordance to all state laws and digging must commence according to CGA Best Practices. If there are no locate marks on the ground call your immediate supervisor first. If your supervisor is not available, call Lyle Bradley at 972-329-1280. Lyle will call all the necessary entities to have them respond ASAP. All locate request must be forwarded to Lyle Bradley at [lyle.Bradley@bsicable.com](mailto:lyle.Bradley@bsicable.com). Locates must be updated before they expire as noted on the Dig Tess locate ticket.

It is the responsibility of each Subcontractor to report their company information to the facility owner/operator/investigator when a damage occurs in order to assure proper reporting.

### **With regards to GAS LINE HITS:**

In Accordance with Title 16, Chapter 18, Rule 18.11 of the Texas Railroad Commission, each excavator that damages an underground facility shall notify the operator of the damage through the notification center immediately but not later than two (2) hours following the damage incident. The excavator shall also submit report of damage incident to the Commission using TDRF (Texas Damage Report Form), which may be accessed at <http://www.rrc.state.tx.us/onlineservices/index.html> (Texas Damage Report Form for excavators), and the excavator sign-in, within ten (10) days of the incident. Subcontractors are to abide by all Texas Railroad Commission rules and regulations.

### **DO NOT DIG WITH OUT LOCATE MARKS!**

I have received, read and understand the **No Dig Policy** established by **Broadband Specialists Inc.** I will abide by the rules and regulations set forth.

Received: \_\_\_\_\_  
Signature Date

Print Company Name: \_\_\_\_\_

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**Broadband Specialists, Inc.**

**Contractor Drug Alcohol Use Policy  
Acknowledgement**

By my signature below, I (please print) \_\_\_\_\_, hereby acknowledge that I have read and understood Broadband's Drug and Alcohol Abuse policy and agree to adopt this policy and to adhere to its policy at all times.

I am supplying this information to Broadband so they are in compliance with the Texas Workers' Compensation Commissions requirements for Broadband have in effect a Drug and Alcohol Use Policy.

Contractor's Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : : : : : : :
or
Employer identification number
: : : : : : : : :

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**INDEMNITY AGREEMENT**

**CONTRACTOR** agrees to and will defend, protect, indemnify and hold harmless Broadband Specialists Inc. from and against all claims, losses, expenses, attorneys' fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever (hereinafter in this and the following paragraphs collectively referred to as "CLAIMS"), for the personal injury, death, or property damage of any member of **CONTRACTOR** Group, arising out of or incident to or related in any way to, directly or indirectly, this Agreement, or the Work, services, or materials to be performed or supplied thereunder, or to any activities of any member of **CONTRACTOR** Group while on any premises actually or allegedly owned, controlled, or operated by Broadband Specialists Inc., or Broadband Specialists Inc. customers including, but not limited to, CLAIMS arising out of or resulting from (1) any condition of the premises, (2) separate operations being conducted on the premises, or (3) the imperfection or defective condition, whether latent or patent, of any material or equipment sold, supplied, or furnished by Broadband Specialists Inc. or its customer; and further, **IT IS THE EXPRESS INTENT OF THE PARTIES THAT, FOR THE PURPOSES OF THIS PARAGRAPH, CLAIMS, AND CONTRACTOR'S OBLIGATIONS TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, WILL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS ARISING OUT OF OR RESULTING FROM COMPANY GROUP'S SOLE OR CONCURRENT (1) NEGLIGENCE, (2) STRICT LIABILITY, OR (3) OTHER FAULT OF ANY NATURE.**

For all CLAIMS except those for personal injury, death, or property damage of any member of **CONTRACTOR GROUP** within the scope of the preceding paragraph, **CONTRACTOR** agrees to and will defend, protect, indemnify, and hold harmless Broadband Specialists Inc. and its customer from and against any and all CLAIMS arising out of or incident to or related in any way to, directly or indirectly, this Agreement, or the Work, services, or materials to be performed or supplied thereunder, or to any activities of any member of **CONTRACTOR** Group while on any premises actually or allegedly owned, controlled, or operated by Broadband Specialists Inc., including, but not limited to, CLAIMS arising out of or resulting from (1) any condition of the premises, or (2) separate operations being conducted on the premises, or (3) the imperfection or defective condition, whether latent or patent, of any material or equipment sold, supplied, or furnished by the COMPANY; and further, **IT IS THE EXPRESS INTENT OF THE PARTIES THAT, FOR THE PURPOSES OF THIS PARAGRAPH, CLAIMS, AND CONTRACTOR'S OBLIGATIONS TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, WILL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS ARISING OUT OF OR RESULTING FROM COMPANY GROUP'S CONCURRENT (1) NEGLIGENCE, (2) STRICT LIABILITY, OR (3) OTHER FAULT OF ANY NATURE.**

To the extent necessary to permit Broadband Specialists Inc. to enforce any term, clause, or condition of this Agreement, **CONTRACTOR** agrees that with respect to any CLAIMS brought against Broadband Specialists Inc., **CONTRACTOR** will and does hereby waive as to Broadband Specialists Inc. any defense it may have by virtue of the workers' compensation laws of any state.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Authorized Agent's Name and Title (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
BSI Authorized Agent (Company)

\_\_\_\_\_  
Date