

Note: This form contract is a suggested guide only and use of this form or any variation thereof shall be the sole discretion and risk of the user parties. Users of this form contract or any portion or variation thereof are encouraged to seek the advice of counsel to ensure that their contract reflects the complete agreement of the parties and applicable law. Authors disclaim any liability whatsoever for loss or damages which may result from use of the form contract or portions or variations thereof.

MASTER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the parties herein designated as "Company" or "Contractor" is to remain effective continuously until canceled.

Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_

WITNESSETH: THAT

WHEREAS, Company is engaged in the business of operating, servicing, maintaining, or drilling oil and gas wells on a contract basis for its own account, or for other companies, or is engaged in the production of oil and gas, and in the course of such operation regularly and customarily enters into contracts with independent contractors for the performance of service relating thereto and

WHEREAS, Company desires, as a matter of company policy, to establish and maintain an approved list of Contractors and to offer work or contracts only to those Contractors who are included on such approved list and

WHEREAS, Contractors represents that it has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for the Company.

INSURANCE REQUIREMENTS FOR ALL CONTRACTORS AND SUBCONTRACTORS:  
Certificates of Insurance must be provided to Company as follows:

General Liability –	Including contracted	
	With limits of not less than:	\$1,000,000 Per Occurrence
		\$2,000,000 General Aggregate
		\$1,000,000 Products/Completed Operations Aggregate
Automobile Liability -	With limits of not less than:	\$1,000,000 Combined Single Limit
Workers' Compensation -	With limits of not less than:	\$1,000,000 Each Accident
		\$1,000,000 Disease Policy Limit
		\$1,000,000 Disease Each Employee

APPLICABLE TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY ONLY: Company shall be named as an additional insured and policy shall waive rights of subrogation against Company.

APPLICABLE TO WORKERS' COMPENSATION ONLY: Policy shall waive rights of subrogation against Company.

APPLICABLE TO LOUISIANA ONLY: When the services performed by Contractor under this agreement are in Louisiana or an area governed by Louisiana law, Contractor and Company agree to recognize Company as statutory employer of employees of Contractor while such employees are performing the services to be supplied by Contractor under this agreement. This provision is included for the sole purpose of establishing a statutory employer relationship to gain benefits expressed in La. Rev. Stat 23:1031 (C-E) and La. Rev.Stat. 23:1061 (A) and is not intended to create an employer/employee relationship for any other purpose.

INDEMNITY:

Contractor agrees to protect, defend, indemnify, and hold harmless Company, its officers, directors, employees or their invitees, and any customer for whom Company is performing services, from and against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any party or parties including the joint or concurrent negligence of Company, any theory of strict liability and defect of premises, arising in connection therewith in favor of Contractor's employees, injury, death or damage to property.

Company agrees to protect, defend, indemnify and hold harmless Contractor, its officers, directors, employees or their entities, from and against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause thereof or the negligence or fault (active or passive) of any party or parties including the joint or concurrent negligence of Contractor, any theory of strict liability and defect of premises, arising in connection herewith in favor of Company's employees, Company's subcontractors (other than Contractor herein) or their employees, or Company's invitees on account of bodily injury, death or damage to property.

Both Company and Contractor will carry at least the minimum insurance limits described above in support of the indemnity agreements contained herein.

This agreement applies to all work and/or services performed by or on behalf of Contractor for Company. This agreement will remain in full force and effect continuously until either party cancels the agreement with a minimum of 90 days advance notice in writing to the other party.

\_\_\_\_\_  
Printed Name of Company

\_\_\_\_\_  
Signature of Officer of the Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Contractor

\_\_\_\_\_  
Signature of Officer of Contractor

\_\_\_\_\_  
Date

**This Agreement contains Hold Harmless and Indemnity provisions. Please read carefully.**