

All Bright Support Services

DAMAGE ASSESSOR SERVICES AGREEMENT

THIS AGREEMENT is effective as of the date signed below, by and between All Bright Support Services Inc. (ABSS), with offices at 100 Snake Hill Road, West Nyack, NY 10994, and Damage Assessor (Service Provider).

WHEREAS, the Service Provider is able to provide utility damage assessment services;
WHEREAS, ABSS wishes to have the Service Provider provide it and its subsidiaries and affiliates assistance in assessing asset condition and storm damage for its utility clients.

NOW, THEREFORE, ABSS and Service Provider hereby agree:

1. Term

ABSS will retain Service Provider, and Service Provider will accept such retention, commencing as of the effective date of this Agreement and continuing for a period of 36 months, or until the services provided are complete and Service Provider has been totally reimbursed.

2. Description of Services Provided

Service Provider will, using their own smart phone or an iPad, be assigned to assess utility damage, erect taped barricades and determine the necessity of a wire guard for downed electric wires while keeping safe distance from the energized areas. Damage Assessors will be required to wear safety boots with a reinforced toe and electric hazard (EH) soles and operate tablet damage assessment tools with proper training. Damage Assessors may occasionally operate as a one-person team. Daily assignments will be no less than 4 hours and could be as much as 16 hours. Personal Protective Safety equipment will be provided, as required.

3. Compensation and Insurance

All Bright Support Services will pay Service Provider as compensation as a Damage Assessor an hourly rate of \$42/hour from the time of reporting for assignment to release; the reporting and release times may vary daily depending upon needs. Premium, mobilization, and travel time will be triggered and paid as per the ABSS Pay Policy. While working for ABSS, Service Provider will be covered by ABSS liability insurance.

In addition, if the Service Provider uses their suitable personal vehicle, Provider will be reimbursed \$65/day for use of their vehicle. Any mileage over 100 miles per day, not including commutation, will be reimbursed at the IRS rate. If not deployed to the field, vehicle use will not be reimbursed.

Payment for services rendered and approved expenses will be made within thirty (30) days of the completion of a client deployment.

4. Notice

Any notice to required or permitted by the terms of this Agreement shall be given by registered mail, prepaid and properly addressed as follows:

If to All Bright Electric: All Bright Support Services Inc.
100 Snake Hill Road
West Nyack, NY 10994

If to Service Provider:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Other Information Required

Phone: Mobile: _____ Home: _____

Email Address: _____ @ _____

Driver's License: State _____ # _____ Expiration ____/____/____

Vehicle Make/Model: _____ State: _____ Plate#: _____

Date of Birth: ____/____/____

Are you a citizen of the US? YES NO If NO, are you authorized to work in the US? YES NO

Emergency Contact: _____ Relationship: _____

Address (if different than above): _____

Contact Phone: Mobile: _____ Home: _____

Any such notice shall be deemed to have been given when received.

5. Survival and Termination

(a) This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

(b) This Agreement may be terminated by a non-breaching party, in addition to any other remedy, for breach of any term of this Agreement, upon written notice to the breaching party; upon which event all rights of the breaching party shall terminate.

6. Entire Agreement

This Agreement is the entire agreement of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings, and agreements of the parties relating to the subject matter hereof. It may be amended only by an agreement in writing, signed by both parties.

7. Not an Employee

Service Provider is an independent contractor and is not an employee or agent of ABSS. Service Provider shall be entitled to no benefits or compensation from ABSS except as set forth in this Agreement and shall in no event be entitled to any fringe benefits payable to any employees of ABSS. Service Provider shall be solely responsible for the payment of all taxes due on the income received for the services provided under this Agreement.

Disclaimer:

All Bright Support Services, Inc. is an equal opportunity employer. All Bright Support Services, Inc. does not discriminate in employment on account of race, color, religion, national origin, citizenship status, ancestry, age, sex (including sexual harassment), sexual orientation, marital status, physical or mental disability, military status or unfavorable discharge from military service.

I understand that neither the completion of this document nor any other part of my consideration for deployment establishes any obligation for All Bright Support Services, Inc. to contract with me. If I am deployed, I understand that either All Bright Support Services, Inc. or I can terminate my deployment at any time and for any reason, with or without cause and without prior notice. I understand that no representative of All Bright Emergency Support Services, Inc. has the authority to make any assurance to the contrary.

I attest with my signature below that I have given to All Bright Support Services, Inc. true and complete information on this document. No requested information has been concealed. If any information I have provided is untrue, or if I have concealed material information, I understand that this will constitute cause for the denial of employment or immediate dismissal. A valid license and driving record will be checked.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

For All Bright Support Services Inc.

Damage Assessor

Date: ____/____/____

Date: ____/____/____