



## Online Form Instructions

- For the purpose of ECI REC online forms, when the word “signature” appears, a typed, legal name is an acceptable substitute. As long as the complete, legal name appears in each blank for which a signature was requested, the form is accurate and binding (pending accurate completion of all other form sections). It is not necessary to print and sign the form if users plan on taking advantage of the “submit by email” option provided on the final page of each form.
- Some rebates may require the actual signature of mechanical engineers. ECI REC will follow-up with members applying for those rebates as necessary.
- Please do not fill out the “office only” sections of the form. Tab past them when filling out the form.
- Completed forms and required sales receipts or invoices may also be submitted to ECI REC via fax at (319) 443-4359. Please submit both the completed form and accompanying invoice(s) using the same method—fax or email—to ensure they arrive together at ECI REC.



**East-Central Iowa Rural Electric Cooperative**  
2400 Bing Miller Lane | PO Box 248 | Urbana, IA 52345-0248  
Ph: 877-850-4343 | F: 319-443-4359 | [ecirec@ecirec.coop](mailto:ecirec@ecirec.coop)  
[www.ecirec.coop](http://www.ecirec.coop)

## Contract for Services and Hold Harmless Agreement

Contract made between East-Central Iowa Rural Electric Cooperative (the Cooperative), a cooperative association organized under the laws of the State of Iowa, and

\_\_\_\_\_, located at  
\_\_\_\_\_, hereinafter referred to as Contractor.

### **RECITALS**

1. East-Central Iowa Rural Electric Cooperative is a cooperative association providing electric service to its members, all of whom are located within the State of Iowa. The Cooperative desires to have services provided for it, as more fully described below.
2. Contractor agrees to perform the services described below under the terms and conditions set forth in this contract.

### **SECTION I Description of Work.**

The work to be performed by the Contractor includes:

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Contractor agrees to comply with all local, State and Federal laws and regulations in connection with the provision of services under the terms of this agreement.

### **SECTION II Payment.**

Provided the work described above is performed in a manner satisfactory to the Cooperative, or its designated agent, payment will be tendered to Contractor in the following manner:

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### **SECTION III Relationship of Parties.**

The parties intend that an independent contractor relationship will be created by this agreement. The Cooperative is interested in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of the Cooperative for any purpose. It is understood that the Cooperative will not use the services of Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other organizations while under contract with the Cooperative.

#### **SECTION IV Liability.**

The work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of vehicles, tools or equipment used in the performance of this contract. Contractor assumes all responsibility for providing its employees or subcontractors with a safe work place, and agrees to carry worker's compensation insurance for each of its employees to the extent required by Iowa law. Contractor agrees to maintain public (general) liability and property damage insurance (including automobile, public liability and property damage) in an amount sufficient to cover its obligations to the Cooperative as set forth herein. The Cooperative shall be named as an additional insured on each such policy. The minimum limits of liability insurance that Contractor is required to maintain are \$\_\_\_\_\_ per person bodily injury and \$\_\_\_\_\_ property damage. Contractor shall furnish to the Cooperative a Certificate of Insurance showing the existence of sufficient insurance provided by a qualified insurance carrier in the amounts set forth above, and further showing the Cooperative as an additional named insured on each such policy. In the event of the cancellation or threatened cancellation of any insurance policy or policies required by this agreement, Contractor will notify the Cooperative at least thirty (30) day in advance.

#### **SECTION V Indemnification.**

Contractor agrees to defend, indemnify and pay on behalf of the Cooperative, its directors, officers, employees and agents, from and against all claims, including any claims of Contractor's employees, agents and subcontractors, arising out of Contractor's actions or the performance or non-performance of Contractor, its employees, agents or subcontractors, pursuant to the terms of this agreement. Contractor further agrees to pay Cooperative all costs associated with the defense of any such claims, including attorney's fees.

#### **SECTION VI Duration.**

Either party may cancel this contract by providing written notice to the other party at least thirty (30) days in advance of cancellation.

#### **SECTION VII Miscellaneous.**

The parties agree that this contract shall be construed and enforced in accordance with the laws of the State of Iowa. The parties consent to the exclusive jurisdiction and venue of any State court located in Benton or Buchanan County, Iowa, and waive trial by jury.

**IN WITNESS WHEREOF**, the parties have executed this agreement at Urbana, Benton County, Iowa on the following date: \_\_\_\_\_, \_\_\_\_\_.

**Contractor**

**East-Central Iowa Rural Electric Cooperative**

**BY:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_ **ITS:** \_\_\_\_\_

If submitting by email, please type your legal name in place of your signature above.