Contract – Short Form, For Directed Work

THIS CONTRACT WAS PREPARED TO FAIRLY ALLOCATE RESPONSIBILITIES, RISKS AND EXPENSES ARISING OUT OF THE PERFORMANCE OF THIS WORK, AND IS MADE AND ENTERED INTO BY AND BETWEEN:

Owner:	**Electron Hydro, LLC**	**Contractor:**	Schaben Logging Inc.
Address:	**1800 James Street, Ste 201**	**Address:**	5914 Olympic Hwy
	Bellingham, WA 98225		Aberdeen, WA 98520
Telephone:	**(360) 738-9999**	**Telephone:**	360-589-9008
Email:	**invoice@electronhydro.com**	**Email:**	Ex. 6 Personal Privacy (PP)

Owner, for full, complete, and faithful performance of this Contract, agrees to pay Contractor for:

(Description of scope of work, schedule and cost/rate:)

Equipment operation for various projects at the Electron Hydroelectric Facility, as directed.
Billing Rate: $ Ex. 4 CBI effective June 1, 2020
Sales tax must be applied at a rate of 7.9% to all invoices

Owner does not guarantee any minimum quantity, and Owner reserves the right to buy the same items of work from others.
In consideration therefore, Contractor agrees as follows:

To furnish and perform all work as described hereof for the Electron Hydroelectric Facility ("Project") located near Orting, WA, and to be bound by all laws, government regulations, and orders and all terms and conditions of this Contract. Refer to page two of this agreement for Standard Conditions of this Contract.

☐ Retainage will be withheld at ____%, until ____days after completion of work, including receipt of required documentation.

Payment will be made within 30 days of receipt of approved invoice with required documentation.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed this agreement, effective the date of the last authorized signature unless otherwise agreed.

OWNER:

By: _____
Electron Hydro, LLC

603 306 053
WA UBI Number

Ex. 6 Personal Privacy (PP)
Federal Tax ID

Jul 8, 2020
Date

CONTRACTOR:

By: _____
(Authorized Signature)

604-057-083-000
WA UBI Number

Ex. 6 Personal Privacy (PP)
Contractor's Registration Number

898,850-03
L&I Account Number

6/27/2020
Date

Standard Conditions

Contractor agrees as follows:

A. BEFORE COMMENCING WITH WORK the Contractor shall provide Owner with:
1) A Certificate of Insurance, which names Owner as an **additional insured** for this Project stating that the policy is primary and noncontributory with any other insurance maintained by Owner. All policies of insurance shall provide not less than forty-five (45) days advance written notice to Owner of cancellation or material change.
2) Any required submittals.

B. PAY REQUEST:
1) Contractor must provide sufficient detail to substantiate the requested amount.
2) Invoices must be submitted by the 5th day of the month for all work completed in the prior month.
3) Payment will be made to Contractor within 30 days of receipt of approved invoice with required documentation.

C. BEFORE THE FINAL PAYMENT CAN BE RELEASED the Contractor must provide Owner with:
1) An Unconditional Release of Lien and Claim in an Owner-approved form.
2) Project documents, O&M manuals, and as-built drawings etc. as may be required.

D. INSURANCE. Contractor shall obtain and keep in force during the term of this Contract comprehensive general liability insurance with dollar limits and coverage not less than the types and amounts of coverage noted below:

Type of Insurance	Amount	
Workers compensation	Statutory	
Employers Liability (WA stop gap)	1,000,000	Each Accident
	1,000,000	Disease Policy Limit
	1,000,000	Disease Each Employee
Commercial General Liability	2,000,000	General Aggregate
	2,000,000	Products & Completed Operations Aggregate
	1,000,000	Personal Injury
	1,000,000	Each Occurrence
Automobile liability – Combined Single Limit	1,000,000	Each Accident

E. INDEMNIFICATION.

1) Contractor agrees to defend, indemnify, and hold harmless Owner from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with services, performed or to be performed under this Contract by Contractor, its agents or employees, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

2) Contractor's duty to indemnify Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or its agents or employees. Contractor's duty to indemnify Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner or its agents or employees, and (b) Contractor or its agents or employees shall apply only to the extent of negligence of Contractor or its agents or employees.

3) Contractor's duty to indemnify Owner for liabilities or losses other than for bodily injury to persons or damage to property shall apply only to the extent of the fault of Contractor or its agents, employees, subcontractors or suppliers of any tier, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Contractor or its agents, employees, subcontractors or suppliers of any tier. Entitlement to recovery of defense costs shall include all fees (of attorneys and others), costs and expenses incurred in good faith. In addition, Owner shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

4) Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

The undersigned hereby certify that this Section E was mutually negotiated.

Owner initial: _____ Contractor initial: KS

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kevin Schaben

2 Business name/disregarded entity name, if different from above
Schaben Logging Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5914 Olympic Hwy

Requester's name and address (optional)
Electron Hydro, LLC
1800 James St, Ste 201
Bellingham, WA 98225

6 City, state, and ZIP code
Aberdeen, Wa. 98520

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

Ex. 6 Personal Privacy (PP)

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶** 6-27-2020

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*