

Agreement for Services



Strategic Support Services

4093 Diamond Ruby, Suite 3-125
Christiansted, St. Croix VI 00820
Phone 340-692-3500 Fax 340-778-8922

DATE: _____

SERVICE REP: _____

Customer Information:

Company (Herein Known as "CUSTOMER"):	Billing Contact #1: Telephone: Email:
Billing Address:	Billing Contact #2: Telephone: Email:
City, State, Zip Code:	Tax ID#:

Payment Terms

Please note: payment for goods and services is expected at the point of sale. We accept all major credit cards, company checks and cash. If you will be conducting business with us on a regular basis, we encourage you to place a credit card on file with us to expedite payment and the processing of your employees. If you are renting portable offices or furniture from us, we will require a credit card on file for the deposit amount.

Authorization to Charge Credit Card on File

Credit Card: MasterCard ___ VISA ___ American Express ___ Card Number: _____

Name on Card: _____ Exp. Date: _____ CID No _____

Credit Card Billing Address: _____

City, State, Zip: _____

Authorized Signature: _____ Date: _____

Print Name: _____

This is to authorize Pinnacle Services to retain the credit card account information listed on this form on file and to charge said card for services rendered. The contact person listed above will be notified via email of each transaction applied against the credit card on file.

Application for Credit Account

Bank Name: _____ Bank Tel: _____

Please list three (3) businesses that you do business with who can be called as a reference:

1) Business: _____ Contact: _____ Tel: _____

2) Business: _____ Contact: _____ Tel: _____

3) Business: _____ Contact: _____ Tel: _____

INTERNAL USE ONLY	
Credit Approved: YES / NO- Approver	Credit Amount:
Customer Purchase Order Numbers:	

Customer Survey - Please tell us about your line of work so we can better serve you.	
Project Description:	
Project Start Date:	
Project End Date:	
Peak Manpower:	
Type of Contract:	Lump Sum _____ Time & Material _____
Your Field Contact / Project Manager:	
Field Contact Tel:	
Field Contact Email:	
Desired Services:	__ Training __ Medical __ Safety Supplies __ Field Services __ Staffing

General Terms and Conditions

Payment - All services provided by Pinnacle Services must be paid for at the time the service is rendered. We accept company checks, credit cards and cash. Sorry, we do not accept personal checks. You may also request a credit account for services. We offer the following types of accounts:

Credit Card on File - Submit the Credit Card Authorization Form

Purchase Order Account - with approved credit, we will invoice your company for products and services. To apply for a purchase order credit account, Please fill out application for credit section of this document.

With the credit card on file and purchase order accounts, your company will be able to register employees for training courses, medical testing and purchase safety supplies from our safety store.

Pricing - Pricing for all of our services is located on our website – www.pinnaclevi.com. Pricing is subject to change at any time.

Insurance - Each party will maintain its own general liability and employment practices liability insurance.

Termination - Either party may terminate this agreement in whole or in part upon giving thirty (30) days written notice to the other party. Any fees or expenses due to Pinnacle will be paid no later than the effective termination date of the contract.

Custody - Original medical records will be delivered to Customer. If any records of Customer in the custody of Pinnacle are subpoenaed, Pinnacle will within 3 business days, notify Customer in writing. Unless Customer notifies Pinnacle in writing that Customer has filed a timely motion for protective order, to quash the subpoena or otherwise taken legal proceedings, Pinnacle will respond to the subpoena no later than 14 days after service of the subpoena. Notice will comply with the Notice provision of this agreement.

Privacy - Pinnacle will keep confidential the records in its possession and will follow the procedure described in Custody above.

Independent Contractor - The parties agree that Pinnacle is and shall operate as an independent contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Pinnacle and Customer. Pinnacle shall have no authority to make hiring decisions on behalf of Customer, nor shall Pinnacle have any authority to make any decisions relating to the personnel of Customer.

Notices - All notices, demands or requests under this Agreement will be in writing and delivered in person or sent by facsimile or United States Postal Service certified mail, return receipt requested, postage prepaid and addressed as indicated above.

Applicable Law - This Agreement will be construed and enforced in accordance with the laws of the United States Virgin Islands.

Waiver of Trial by Jury / Arbitration - ARBITRATION - Any controversy or claim, including statutory, contract and tort claims arising out of or relating in any way to this Agreement, or to the breach of this Agreement, or arising out of or related to Employee's presence at Hovensa Refinery, will be resolved by arbitration and not in a court or before an administrative agency. Judgment on the award rendered may be entered in any court having jurisdiction over the matter.

In addition, the Parties specifically agree that all claims, including statutory, contract and tort claims accruing from this day forward, that the Parties may have against Hovensa, LLC, or any other Contractor at the Hovensa refinery, its members, shareholders or subsidiary or parent or affiliated companies, and its or their officers, directors, employees, and agents as intended third-party beneficiaries of this Agreement (all of the foregoing shall be collectively referred to as "Hovensa" or "Contractor", as applicable, for purposes of this Agreement) arising out of or in any way relating to, or arising out of or related to the this Agreement, the Parties presence at the refinery or their dealings with Hovensa or Contractor, including any third party claims, shall be resolved solely and exclusively by arbitration as provided in this Agreement

The Parties specifically agree that the arbitration provisions of this Agreement shall remain in full force and effect notwithstanding the termination of this Agreement for any reason whatsoever.

MATTERS ARBITRABLE

Arbitrable matters shall be those specified in the section above. Arbitrable matters include, but are not limited to, claims under the following: the Civil Rights Act of 1866, 42 U.S.C. §1981; the Civil Rights Act of 1871, 42 U.S.C. §1983; the Civil Rights Act of 1964, 42 U.S.C. §2000e; the Civil Rights Act of 1991, P.L. 102-166; the Age Discrimination in Employment Act, 29 U.S.C. §621; the Equal Pay Act, 29 U.S.C. §206, the Americans with Disabilities Act, 42 U.S.C. §12101; the Family and Medical Leave Act, 29 U.S.C. §2601; the Fair Labor Standards Act, 29 U.S.C. §201; the Retirement Income Security Act of 1974, 29 U.S.C. §1001; any provisions of Titles 10 and 24 of the Virgin Islands Code, including without limitation claims for wrongful or retaliatory discharge or wrongful or discriminatory treatment under Virgin Islands law, including without limitation the Wrongful Discharge Act, 24 V.I. Code §76; the Plant Closing Act, 24 V.I. Code 471 et seq. and any other law of the United States or the Virgin Islands prohibiting employment discrimination or retaliation or otherwise making any employment action unlawful; tort law, including without limitation claims against either Party or HOVENSA or any Contractor at the Hovensa refinery, for bodily injury and property damage of any nature, defamation, and intentional infliction of emotional distress; this Agreement or any other contract; and The parties also agree to arbitrate the issue of arbitrability of any claim or dispute. The arbitrator shall decide all issues of arbitrability including, but not limited to, any defenses to arbitration based on waiver, delay, or like defense. The arbitrator shall also decide whether any and all conditions precedent to arbitrability has been fulfilled. The parties agree that all matters of substantive and procedural arbitrability shall be decided exclusively by arbitration.

MATTERS NOT ARBITRABLE; WAIVER OF JURY TRIAL

In the event that any matter or dispute arising between Customer and Pinnacle, HOVENSA or Contractor is deemed by the arbitrator or by a court of competent jurisdiction to be non-arbitrable, Customer and Pinnacle, HOVENSA or Contractor hereby expressly waive trial by jury with respect to such claim or dispute. Customer and Pinnacle, HOVENSA or Contractor understand and agree that in such event, any decision regarding such claim or dispute will be made by the court as finder of fact, and not by a jury.

PROCEDURE FOR ARBITRATION

Arbitration shall take place pursuant to the Federal Arbitration Act and in accordance with the Rules governing arbitration set forth in the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association, or the Commercial Arbitration rules of the AAA as appropriate, as they shall be amended from time to time, and to the extent these Rules are not inconsistent with this Agreement.

The party seeking arbitration [Claimant] of a claim must present a demand for arbitration in written form to the other party within the time limit established by the applicable statute of limitations or, if there is no applicable statute of limitations, within one hundred and eighty (180) days of the event which forms the basis of the claim.

In no event may any party bring a claim of any nature against another unless the claim is filed as set forth in this section and within the time set forth in this section. Any claim not presented and processed within the time limits established herein shall be waived (unless such time limits are extended by Agreement of the parties in writing) and may not be made the basis of any action, either under this Agreement or in any court or administrative agency. The written demand for arbitration submitted by the party seeking arbitration shall describe the event forming the basis of the claim, a description of the claim, reference to any statute relied on, the relief sought by the party demanding arbitration, and an address and telephone number where the

party demanding arbitration or its attorney can be reached. The demand for arbitration must be received by the party against whom arbitration is sought on or before the expiration of the applicable limitations period. Notice of a claim against HOVENSA must be given to the HOVENSA Human Resources Manager and to Pinnacle's General Manager, and notice of a claim against Pinnacle must be given to Pinnacle's General Manager, and notice of a claim against Contractor must be given to the Contractor Human Resources Manager and to Pinnacle's General Manager. Notice must comply with the Notice provision of this agreement. If notice is given by hand delivery, the party giving notice must retain a receipted copy of the notice. If notice is given by certified mail, the party giving notice must retain a copy of the return receipt. In the event that timely notice is not provided to any party as set forth herein, it is agreed that the party who fails to give such notice has waived its right to assert the claim, and shall have no further remedy against the other party. It is further agreed that this time limitation is to be strictly enforced by the arbitrator.

Within fifteen (15) calendar days of receipt by Pinnacle, HOVENSA, or Contractor of timely notice of a claim, or within fifteen (15) calendar days of delivery of notice of a claim, the parties shall submit a request to the American Arbitration Association to furnish a list of five (5) impartial arbitrators from which list one arbitrator will be appointed. The parties shall strike names from the list provided and number by preference those names which are acceptable. In the event that any party refuses to cooperate in this process of selection, the other party or parties may select any name from the list to serve as arbitrator.

Each party shall bear its own costs and expenses, including attorney's fees, unless otherwise provided by any statute under which the claim arises or the rules of the AAA. The arbitration hearing shall take place in St. Croix, U.S. Virgin Islands.

If for any reason AAA is unable or unwilling to participate, Judicial Arbitration and Mediation Services will be used in its place.

Unenforceability - If a court of competent jurisdiction finds any part of this Agreement to be illegal, in conflict with any applicable law, against public policy, or otherwise unenforceable, then that provision will be deleted or modified, in keeping with the express intent of the parties, as necessary to render the remainder of this Agreement valid and enforceable. All deletions or modifications will be the minimum required to effect the foregoing.

Force Majeure - Any delays in or failure of performance by either party under this Agreement will not constitute default hereunder to the extent caused by force majeure, which is defined as occurrences beyond the reasonable control of the party affected, including, but not limited to, acts of governmental authority, acts of God, strikes or other concerted acts of workers, inability to obtain materials or labor because of shortages, fires, floods, explosions, riots, war, rebellion, insurrection and sabotage. The party whose performance is delayed will give notice (in accordance with paragraph 7) and a full description of the cause of the delay to the other party, as soon as possible after the occurrence of said cause.

Confidentiality - Customer will treat as confidential, all information and property, whether tangible, intangible, or otherwise, including, but not limited to, tests and test results, drawings, specifications, and processes, which may come into its possession as a result of the services, or which may be prepared by Customer for Pinnacle. Pinnacle will maintain industry established standards in providing chain of custody and confidentiality for drug testing, drug test results, training assessment, and test results to the appropriate parties.

Consequential and Punitive Damages - Neither party will be liable to the other for indirect, consequential or punitive damages arising out of this Agreement, including loss of profit or business interruptions.

Entire Agreement - This Agreement constitutes the entire understanding between the parties and supersedes any prior oral or written communication or agreements between the parties relating to the subject matter hereof. No amendment, no waiver of any provision of this Agreement will be effective unless it is in writing and signed by authorized representatives of the parties.

Witness: _____	Pinnacle Services LLC By: _____
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Witness: _____	Customer By: _____
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Title 9 U.S. Code Sections 1-16 as they may be from time to time amended.