

# Agreement for Services



6002 Diamond Ruby, Suite 3-125  
Christiansted, St. Croix VI 00820  
Phone 340-277-2096 Fax 561-244-0702

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#:

PINNACLE is a Contractor to Limetree Bay Terminals and Refinery (Facility) located at St. Croix, USVI. Customer is also a contractor at the Limetree Facility. Pinnacle will provide Services to Customer, including without limitation, Medical and Training services.

## 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: (check one) <input type="checkbox"/> Master Card <input type="checkbox"/> VISA <input type="checkbox"/> 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.

## 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 with the credit card on file, 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](http://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 an employee's presence at Pinnacle or Limetree Bay Facility, will be resolved by final and binding 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 Pinnacle, or Limetree Bay Terminals or Refinery, HOVENSA, or any other Contractor at the Limetree Bay Facility, 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 "Limetree" or "Hovenssa" 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 Facility or their dealings with Limetree, 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 Limetree Bay Terminals, HOVENSA or any Contractor at the Limetree Bay Terminals Storage Facility, 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 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, Limetree, HOVENSA or Contractor is deemed by the arbitrator or by a court of competent jurisdiction to be non-arbitrable, Customer and Pinnacle, Limetree, HOVENSA or Contractor hereby expressly waive trial by jury with respect to such claim or dispute. Customer and Pinnacle, Limetree, 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 (Title 9 U.S. Code Sections 1-16 as they may be from time to time amended) and in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association ([www.adr.org](http://www.adr.org)), as they shall be amended from time to time. Provided, however, that if any such rule has been held unconscionable or otherwise unenforceable by a Court of competent jurisdiction, the severed portion of such rule will be inapplicable to any arbitration held pursuant to this agreement. After severance and in those jurisdictions that do not apply the substantive and procedural rules of the AAA or the Federal Arbitration Act (FAA), the parties agree to arbitrate the dispute based on general principles of contract enforcement and pursuant to the applicable rules of the American Arbitration Association. It is agreed that any party may apply to the Superior Court of the Virgin Islands, the District Court of the Virgin Islands, or the US District Court where the award is rendered, for an Order of the court confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected by the court. The award may only be vacated for the following:

the award was procured by corruption, fraud, or undue means; where there was evident partiality or corruption in the arbitrators, or either of them; where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

If an award is vacated and the time within which the agreement required the award to be made has not expired, the court may, in its discretion, direct a rehearing by the arbitrators

The party advancing a claim may file a written request to initiate proceedings with the American Arbitration Association ("AAA") at any regional office of the AAA, or with the International Center for Dispute Resolution, within the time limit established by the applicable statute of limitations. If no applicable statute of limitations, the time limit to file is one hundred and eighty (180) days from the event, which forms the basis of the claim. For the purpose of limitations, the event forming the basis of a claim arising from discharge of Employee shall be the date of discharge. Copies of the request to arbitrate will be served on all parties to the dispute by the AAA. (An example of a written request is attached as Exhibit A).

Proceedings may also be initiated by an Employee or Applicant, within the above referenced time periods, by serving a written request to initiate arbitration proceedings on the Company's Human Resource Manager. If for any reason AAA is unable or unwilling to participate, Judicial Arbitration and Mediation Services will be used in its place.

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 LIMETREE must be given to the LIMETREE's Human Resources Manager and to Pinnacle's Executive Manager, and notice of a claim against Pinnacle must be given to Pinnacle's Executive Manager, and notice of a claim against Contractor must be given to the Contractor Human Resources Manager and to Pinnacle's Executive 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, Customer, Limetree, 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:
Witness:	Customer: By:

**Title 9 U.S. Code Sections 1-16 as they may be from time to time amended.**