**BUYER AND SELLER AGREEMENT**

**COVERING WORK/SERVICES PERFORMED ON BEHALF OF OHIO MACHINERY CO.**

BUYER:

Ohio Machinery Co.

3993 E. Royalton Rd.

Broadview Hts., OH 44147

SELLER:

**THIS BUYER AND SELLER AGREEMENT** (the “Agreement”) is made by the Seller identified above who signs this Agreement below, with Ohio Machinery Co, an Ohio corporation having its principal place of business in Broadview Hts., Ohio, as Buyer. This agreement is effective the       day of      ,       by and between Buyer and Seller.

This Agreement shall be effective the day and year first above written and unless sooner terminated, shall continue in full force and in effect to the      day of      *,*      ; provided, however, that this Agreement shall automatically remain in full force and effect and exclusively govern any work which Seller performs for Ohio Machinery Co. from or after the expiration date until such time as this Agreement is replaced by a new Agreement entered into between Buyer and Seller.

**NOW, THEREFORE,** in consideration of the terms described below, Seller hereby agrees with Buyer as follows:

General Indemnity

1. The Seller shall indemnify and hold harmless the Buyer, its employees and officers, and their personal representative and assigns (a “Person Indemnified”) from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions of any character presented or brought for any injuries (including death) by any legal entity for damages to property caused by or arising out of any negligent (including strict liability), wanton or intentional act or omission or Seller, or any of Seller’s subcontractors, or anyone directly employed by Seller or subcontractor of Seller for whose acts Seller or subcontractor or Seller, or any of them may be liable, or in any way associated with or connected with the performance of any work or obligations by Seller, or subcontractor of Seller at the Seller’s location(s). The indemnity provided in this paragraph shall include, but not limited to, court costs, attorney’s fees, cost of investigation, cost of defense, settlements, and judgments associated with such demands, claims, suits or action. The indemnity provided in this paragraph is intended for the benefit of the Buyer and also for the benefit of any other person or entity constituting a Person Indemnified. Seller’s indemnification obligations under this agreement shall in no way be limited by a limitation on amount or type of damages, or by any worker’s compensation act, employer liability act, disability act or other employee benefit act. The indemnification provided in the paragraph shall survive cancellation, termination, completion, or expiration of any other agreement between the parties hereto.

**IN WITNESS WHEREOF,** Seller has executed Agreement on this       day of      , 2019.

SELLER:

By:

Its:

ACCEPTED/BUYER: Ohio Machinery Co.

By:

Its: