

**MPW INDUSTRIAL SERVICES GROUP, INC. ("MPW")
FREIGHT BROKER AGREEMENT**

CONTRACTOR:	Contract Administrator Name: Jason Swinehart
Address:	Address: MPW Industrial Services, Inc. 9711 Lancaster Road, S.E. Hebron, Ohio 43025
Telephone:	Telephone: 800-827-8790
Fax Number:	Accounts Payable Contact: Gene Barrett
Effective Date:	
Contract No.: N/A	Purchase Order No.: Multiple

This Agreement is made and entered into at Hebron, Ohio to be effective as of the Effective Date specified above by and between MPW, an Ohio corporation having its principal place of business at 9711 Lancaster Road S.E., Hebron, Ohio 43025, on behalf of the MPW subsidiary, affiliate, or company under common control paying for CONTRACTOR's Services, and the CONTRACTOR specified above. This Agreement constitutes the final, complete and exclusive statement of the agreement between CONTRACTOR and MPW with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties and shall govern all transactions between the parties following the Effective Date. No other writings may become a part of this Agreement, except as provided herein. CONTRACTOR acknowledges and agrees that it has not relied on any other warranties or representations in executing this Agreement, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives to be effective as of the Effective Date specified above.

Accepted and Executed by MPW:

Accepted and Executed by CONTRACTOR:

Signature: _____
(Authorized Signature)

Signature: _____
(Authorized Signature)

Name: _____

Name: _____

Title: _____

Title: _____

GENERAL TERMS AND CONDITIONS

1. Scope of Work. During the term of this Agreement, MPW may engage CONTRACTOR from time to time to find a company to provide hauling services from one location to another as directed by MPW (the "Services") and accepted by CONTRACTOR pursuant to the terms and conditions of this Agreement. CONTRACTOR agrees that the Equipment will be dropped off at no place other than a location designated by MPW. MPW is under no obligation to request any particular Services of CONTRACTOR. CONTRACTOR agrees to perform the Services in a professional manner, with the standard of care, skill and diligence normally provided by a professional in the performance of similar services. No additional or different terms and conditions submitted to MPW by CONTRACTOR or attached to CONTRACTOR's bid, quotation or proposal shall be of any effect. However, CONTRACTOR's bid, quotation or proposal may be attached hereto in order to help identify the Services and related pricing. CONTRACTOR shall ensure that its employees and agents engaged to perform the Services are suitably experienced and have the necessary expertise to complete the Services, and CONTRACTOR shall use all reasonable efforts,

including overtime and weekends at no additional charge, to complete the Services by an agreed upon completion date.

2. Risk of Loss. CONTRACTOR agrees and understands that the trailers and/or equipment to be hauled (“Equipment”) may be of considerable value. During the provision of the Services, CONTRACTOR assumes all risks associated with the possession of such Equipment, including the risk of loss of such Equipment. CONTRACTOR shall be liable for any and all damage, including replacement costs, to Equipment. If the damage is extensive enough to require replacement of the Equipment, then CONTRACTOR shall be liable for the cost of replacement as well. CONTRACTOR’s liability under this section applies regardless of any insurance coverage that MPW may, or is required to, carry on such Equipment. For clarity, MPW is not required to make or submit any claim for insurance coverage as a condition to CONTRACTOR’s obligation to reimburse or compensate Contractor for such damage and replacement. CONTRACTOR acknowledges and agrees that replacement costs are necessary since damaged equipment may no longer function properly and will need to be replaced in order to adequately compensate MPW.

3. Payment for Services. As full consideration for performing the Services as contemplated hereunder, MPW shall pay to CONTRACTOR fees in the amount or at the rate set forth in Exhibit A, less any cost savings that CONTRACTOR is able to implement during the course of the Services or any amounts properly withheld pursuant to this Agreement to protect MPW against potential damages and claims. CONTRACTOR shall invoice MPW upon completion of the Services. MPW shall pay CONTRACTOR within sixty (60) days following MPW’s receipt of CONTRACTOR’S invoice. If MPW disputes any portion of CONTRACTOR’S invoice, then MPW shall have the right to withhold an amount reasonably calculated to protect MPW against such dispute. Any undisputed portion of CONTRACTOR’S invoice shall be paid as required herein. CONTRACTOR shall be responsible for all compensation and other sums payable to employees and other representatives of CONTRACTOR engaged by CONTRACTOR in connection with the performance of the Services and all other obligations of CONTRACTOR under this Agreement. All government taxes, including, but not limited to, withholding or similar tax, imposed by any government authority with respect to any Services to be performed by CONTRACTOR and any payment to be made by MPW hereunder shall be paid by CONTRACTOR.

4. Warranties and Representations of CONTRACTOR; Remedies

4.1 CONTRACTOR warrants and represents to MPW that: (i) CONTRACTOR has the full and unrestricted right, power and authority to enter into this Agreement, and to perform its obligations in accordance with the terms hereof and thereof; (ii) all of the Services to be performed by CONTRACTOR hereunder will be performed in a professional, workmanlike and commercially reasonable manner; (iii) CONTRACTOR will reimburse, indemnify and hold harmless MPW, its members, officers, directors and employees against and in respect of any and all damages, losses, deficiencies, liabilities, costs and expenses (including reasonable attorney’s fees) incurred by such parties that results from, relates to or arises out of CONTRACTOR’S failure to comply with the terms of this Agreement; and (iv) as time is of the essence regarding completion of the Services, that CONTRACTOR shall adhere to the schedule and timelines set forth by MPW and will use all available means, including but not limited to overtime, at no additional cost to MPW in order to keep the schedule.

4.2 CONTRACTOR warrants that CONTRACTOR and any company it uses to transport the Equipment (the “Hauler”) and all equipment and personnel used shall meet all requirements of, and be in compliance with, all laws and regulations of the United States Department of Transportation (“DOT”) and other federal, state or provincial agencies having jurisdiction over any of the Services. CONTRACTOR further warrants that it will immediately provide MPW with notice, in writing, of any change in its safety rating and provide MPW with copies of any FMCSA Notice of Changes or Notice of Claim related to any change in safety rating. Additionally, the CONTRACTOR warrants that Hauler’s personnel has the necessary expertise to ensure the proper loading and/or preparation of the Equipment for transportation.

4.3 MPW shall immediately give notice to CONTRACTOR of the discovery during the Warranty Period of any breach of CONTRACTOR'S warranties under Section 4.1 or 4.2 together with a description of the basis of the MPW's claim of CONTRACTOR'S liability therefore.

4.4 The warranties and remedies provided in this Section are in addition to, and not in limitation of, any other warranty or remedy available at law or in equity.

4.5 The duties, liabilities, and obligations of CONTRACTOR under this Section 4 do not extend to any repairs, adjustments, alterations, replacements, or maintenance that may be required as a result of an event of Force Majeure.

5. Insurance.

5.1 During the term of this Agreement CONTRACTOR shall secure and maintain, at its own cost and expense for the protection of itself and MPW, the following minimum insurance coverages and limits:

(a) Workers' Compensation Insurance, with statutory limits as required by the laws and regulations applicable to the employees of CONTRACTOR engaged in the performance of Services under this Agreement;

(b) Commercial General Liability Insurance, covering claims for bodily injury, death or property damage, including coverage for Premises and Operations, Independent Contractors, Products and Completed Operations, Personal Injury, Blanket Contractual and Broadform Property Damage Liability, with combined single limits of \$1,000,000 bodily injury and property damage per occurrence and \$1,000,000 general aggregate;

(c) Employer's Liability Insurance, with policy limits not less than \$1,000,000 per accident, \$1,000,000 for each employee, and \$1,000,000 policy limit.

(d) Automobile Liability Insurance, covering vehicles owned and non-owned vehicles used, buy the CONTRACTOR, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising from all ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

(e) Automobile Physical Damage including Comprehensive and Collision coverage on MPW's "Equipment" being hauled with a limit not less than \$980,000. Coverage should be provided by a trailer interchange endorsement or a substitute equivalent document. Such insurance will cover the trailer and anything installed on/attached to the trailer. Any deductible will be the responsibility of CONTRACTOR.

(f) All Risk Broad Form Motor Truck Cargo Insurance in an amount no less than \$1,000,000 per occurrence. CONTRACTOR represents and warrants that such coverage includes, but is not limited to, insurance against acts of god, cargo contained in unattended vehicles, employee dishonest acts, mechanical breakdown, consequential loss, mischief or vandalism, water damage, fire, lightning, explosion, smoke, collision/overturn of vehicle, wind, theft, pilferage, hijacking, breakage, marring, scratching, collision of the load with another object (without collision of the vehicle) and leased and/or non-owned equipment and/or trailers used by CONTRACTOR shall be covered under CONTRACTOR's insurance policy with the same force and effect as if owned and scheduled on CONTRACTOR's policy; and,

All such insurance policies shall be written by reputable, financially sound insurance companies reasonably acceptable to MPW and shall include provisions for thirty (30) days' prior written notice to MPW of cancellation, material change or non-renewal. Any such cancellation, material change or non-renewal shall not affect CONTRACTOR'S obligation to maintain the insurance coverages set forth above. All liability insurance policies required above shall be written on an "occurrence" policy form. CONTRACTOR shall

not commence performance of the Services until a certificate of insurance evidencing such insurance has been delivered to and approved by MPW. CONTRACTOR shall be responsible for payment of all deductibles on claims under CONTRACTOR's insurance policies. All such policies of CONTRACTOR shall be primary and non-contributory to MPW's coverage regardless of whether or not MPW has similar coverage. Except for Workers' Compensation Insurance, MPW shall be named as an Additional Insured on all such policies of insurance. CONTRACTOR shall not self-insure without prior written approval of MPW. The required limits of liability may be satisfied by a combination of primary and excess insurance policies.

5.2 MPW's examination of, or failure to request or demand, any evidence of insurance shall not constitute a waiver of this insurance requirement, and the existence of any insurance shall not limit CONTRACTOR's indemnification obligations or any other obligation under this Agreement and shall not otherwise limit MPW's rights or remedies against CONTRACTOR or limit or restrict any claim, rights or remedies by MPW's customers against CONTRACTOR.

5.3 Any Haulers or subcontractors hired or used by CONTRACTOR are required to conform to the insurance provisions contained herein, and any subcontracts issued by CONTRACTOR for the Services must contain language similar to this Section 5.

6. Indemnification/Limitation of Liability. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless MPW and any MPW customer connected with the provision of Services hereunder, and their respective parents, subsidiaries, affiliates, agents, officers, directors and employees from and against all claims, damages, suits, liabilities, costs, charges, demands, losses and other expenses (including, but not limited to, attorney's fees) 1) arising in any way out of this Agreement or the Services, or 2) otherwise attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, or to imposition of fines or penalties by governmental agencies or bodies, in any way arising out of or resulting in whole or in part from (a) the performance of or failure to perform CONTRACTOR'S obligations under the Agreement; (b) the inaccuracy of any representation or warranty of CONTRACTOR contained in the Agreement; or (c) any negligent act or omission of CONTRACTOR, any subcontractor or their respective employees, agents or other representatives or anyone else directly or indirectly employed by any of them or otherwise acting under any of their supervision or control, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation is in addition to any other right or obligation of indemnity to which the parties indemnified hereby may be entitled.

In the event and to the extent that a claim is made by an employee of CONTRACTOR against an indemnitee hereunder, the intent of this Section 6 is that CONTRACTOR shall, and it hereby agrees to, indemnify MPW, and MPW's parents, subsidiaries, affiliates, agents, officers, directors and employees to the same extent as if the claim were made by a non-employee of CONTRACTOR. Accordingly, in addition to the above provisions, and in order to render the Parties' intent and this indemnity agreement fully enforceable, CONTRACTOR, in any indemnification claim hereunder, hereby expressly and without reservation waives any defense or immunity it may have under any applicable Workers' Compensation Laws or any other statute or judicial decision, disallowing or limiting such indemnification and consents to a cause of action for indemnity.

MPW shall not be liable to CONTRACTOR for any incidental, consequential, exemplary, special or punitive damages, including lost profit, regardless of how characterized and even if MPW has been advised of the possibility of such damages, which arise from the performance of this Agreement or in connection with this Agreement, and regardless of the form of action (whether in contract, tort, negligence, strict liability or otherwise).

Hauler and any subcontractors hired or used by CONTRACTOR are required to agree to the indemnification and limitation of liability provisions contained herein, and any subcontracts issued by CONTRACTOR for the Services must contain language similar to this Section 6.

7. Term and Termination. The term of this Agreement shall commence on the Effective Date specified on the first page of this Agreement. MPW may terminate this Agreement immediately in the event that CONTRACTOR (a) terminates or suspends its business; (b) becomes subject to any bankruptcy, insolvency or similar proceeding under federal, state or foreign laws or statutes, provided that such proceedings are not dismissed within thirty (30) calendar days of commencement of the same; (c) becomes insolvent or subject to the control of a trustee, receiver or similar authority; (d) has liquidated its business, voluntarily or involuntarily; or (e) breaches any of its obligations under this Agreement; each of the foregoing being a "Default"; provided, however, that termination of this Agreement shall not be effective to terminate any provision of this Agreement intended to survive beyond the term hereof. The provisions of Sections 4, 5, 6, 9, 10, 12, 14 and 15 of this Agreement shall survive the termination of this Agreement. Upon such termination by MPW, CONTRACTOR shall be paid for Services properly performed prior to the termination less an amount MPW deems reasonable to protect itself against damage, cost and loss caused by CONTRACTOR'S Default.

8. Force Majeure. Neither party shall be liable for any failure or delay in performance of this Agreement due to or resulting from any cause beyond its reasonable control, including, but not limited to, strike, shortages of materials, actions of government, fire, natural disasters, labor or civil unrest or dispute, embargo, blockage, work stoppage, delay, protest, and acts of God, provided that, the party so affected notifies the other party promptly in writing of the commencement, nature and estimated duration (in the case of a delay) of the cause of such failure or delay. Any such failure or delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable in order to complete such performance after the cause of the delay has been removed. In the event any such failure or delay continues for a period of more than thirty (30) days, either party may terminate the Agreement.

9. Independent Contractor. CONTRACTOR and MPW each agree that CONTRACTOR is, and shall remain throughout the term of this Agreement, an independent contractor. Nothing in this Agreement shall be construed to create or imply that either party is an agent of the other party. At no time shall either party make any commitment or incur any expenses for or in the name of, the other party without the prior written approval of the other party. CONTRACTOR'S employees are not, nor shall they be deemed to be at any time during the term of this Agreement, employees of MPW. CONTRACTOR shall be solely responsible for the conduct of its business, including, without limitation, the selection, hiring, and supervision of its employees and agents and the maintenance and operation of its facilities, equipment and vehicles. CONTRACTOR will be solely responsible for payment of all compensation owed to CONTRACTOR'S employees and agents, as well as for payment of employment related taxes and worker's compensation insurance relating to CONTRACTOR'S employees and agents. Neither CONTRACTOR nor any of its employees or agents are, and shall not be deemed to be, employees or agents of MPW for any purpose whatsoever except as expressly stated in this Agreement.

10. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the internal substantive laws of the State of Ohio, without regard to principles of conflicts of laws. The parties agree that the most appropriate forum for the resolution of any disputes arising under this Agreement are the federal and state courts located in Franklin County, Ohio, having competent jurisdiction over such disputes. Accordingly, to the extent that the parties are not otherwise subject to personal jurisdiction of such federal or state courts, acceptance of the terms and conditions of this Agreement constitutes consent of both parties that this Agreement constitutes minimum contacts with the State of Ohio to satisfy the exercise of such jurisdiction.

11. Notices. All notices, authorizations, consents and approvals relative to this Agreement shall be submitted in writing and shall be deemed to be given: (i) when delivered personally or by messenger; (ii) three (3) business days after the date mailed by prepaid registered or certified mail, return receipt requested; (iii) on the date received by electronic facsimile device, with a copy sent at the same time by regular mail, postage prepaid; or (iv) on the date delivered by commercial courier, with written verification of receipt, to a party at the following respective addresses, or at such other address as a party may designate for itself by notice in accordance with this provision:

MPW:

CONTRACTOR:

MPW Industrial Services, Inc.
9711 Lancaster Road S.E.
Hebron, Ohio 43025
Attn: Jason Swinehart
Telephone: (800) 827-8790 x5779
Facsimile: (740) 928-8132

Attn: _____
Telephone: _____
Facsimile: _____

12. Compliance With Laws. Each party agrees to comply with all applicable international, foreign, federal, state, county and local laws, ordinances, regulations, and codes in the performance of its duties under this Agreement, including, but not limited to those relating to safety and the transportation, storage, handling and environmental disposition of any waste products resulting from the Services. Each party will hold the other party harmless and indemnify the other party against any loss, damage, fines or penalties arising out of that party's failure to so comply, except to the extent caused by or resulting from any act or omission of the other party, its agents, employees or representatives. Notwithstanding the foregoing, CONTRACTOR will obtain all permits and licenses required to be obtained by CONTRACTOR under applicable law in order for CONTRACTOR to perform the Services prior to performing the same, and CONTRACTOR shall be solely responsible for ensuring that the Services conforms to all codes and permit requirements.

13. Severability. If any provision of this Agreement is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objective.

14. Confidentiality/Non-Competition. Each of the parties to this Agreement may, from time to time, disclose to the other party information concerning its confidential know-how, trade secrets, business plans, business and accounting data or other proprietary information ("Proprietary Information") as may be necessary in connection with the performance of this Agreement. All such Proprietary Information shall remain the sole property of the party disclosing the same. Each party agrees to keep confidential and not to disclose to others any such Proprietary Information belonging to the other party, except for any disclosures to the receiving party's employees, auditors, counsel or other professional advisors on a need-to-know basis who, in each case, agree to be bound by the same restrictions on disclosing the Proprietary Information as are imposed on the receiving party hereunder. Without limiting the foregoing, the parties hereto expressly agree that the Proprietary Information which, at the time of disclosure to a party hereto, has been published generally, publicly disseminated or otherwise is in the public domain or which, after disclosure by or through any person or entity other than a receiving party hereto who is not subject to any confidentiality restrictions, becomes part of the public domain, shall not be subject to the confidentiality requirements of this provision. In addition, CONTRACTOR hereby acknowledges and agrees that, in connection with performing the Services, from time to time, CONTRACTOR may have access to confidential and proprietary information belonging or relating to MPW's customers and others ("Third Party Information"). CONTRACTOR agrees to keep confidential and not to disclose to others any such Third Party Information except for such disclosures to CONTRACTOR's employees, auditors, counsel and other professional advisors on a need-to-know basis who, in each case, agree to be bound by the same restrictions on disclosing the Third Party Information as are imposed on CONTRACTOR hereunder.

It is also agreed that CONTRACTOR shall not endeavor in any way to compete with MPW for the provision of work or services to MPW's customer or to otherwise cause any decrease in the work provided to MPW's customer by MPW for the benefit of CONTRACTOR or any subsidiary or affiliate thereof.

15. Responsibility for Hauler Compliance. CONTRACTOR must ensure that Hauler agrees to and complies with all of the terms and conditions set forth in Articles 2, 4, 5, 6, 14, 16, and 17. If Hauler fails

to comply with any of the terms and conditions set forth in those Articles, then CONTRACTOR shall be liable to the same extent and degree that Hauler should have been liable.

16. Liens. CONTRACTOR shall not withhold delivery of Equipment due to any dispute with MPW. CONTRACTOR waives and releases all liens which it might otherwise have to any MPW equipment in its possession. If CONTRACTOR should breach this Section 16, then, in addition to any other rights which MPW may have against CONTRACTOR, MPW may withhold payment from CONTRACTOR and satisfy such obligations and/or cause the release of such liens or other encumbrances.

17. Safety. CONTRACTOR agrees to at all times while performing work under this agreement abide by and adhere to all safety policies, rules and regulations of MPW. Any and all variances to MPW's safety policies, rules or regulations must be agreed to and approved by MPW in writing prior to commencement of the work under this agreement.

18. Assignments. This Agreement may not be assigned by either party hereto without the prior written consent of the other party, which may be withheld in the sole discretion of the other party.

19. Execution and Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of all parties signing the same page or the same documents, and may be executed by signatures to electronically or telephonically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted by facsimile or e-mail shall be considered original signatures.

20. Headings. The captions or headings used in this Agreement are for convenience only and are not intended to have any legal effect.

21. Amendments; No Waiver. This Agreement may not be waived, altered, or modified except by a written agreement in each case signed and accepted by the respective authorized representatives of the parties hereto. No delay or failure of either party in exercising any right hereunder and no partial or single exercise of any right hereunder or thereunder shall be deemed to constitute a waiver of that right or any other rights under this Agreement.

22. Entire Agreement. This Agreement, executed by the parties pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto.

EXHIBIT A

CONTRACTOR Rate Sheet

CONTRACTOR agrees to provide the Services according to the rates set forth below or attached hereto. If no rates are set forth below or attached herein, then MPW shall pay to SUBCONTRACTOR fees in the amount or at the rate set forth in a purchase order issued to SUBCONTRACTOR by MPW, attached hereto and incorporated herein.