

**C.J. SHAUGHNESSY CRANE SERVICE, INC.**

520 Bodwell Street Ext. • Avon, MA



**LEASED EMPLOYEE AGREEMENT**

**THIS EMPLOYEE LEASING AGREEMENT (the "Agreement")** is made and entered into by and between **C.J. SHAUGHNESSY CRANE SERVICE, INC., (the "Lessor")** and **J.R. Vinagro Corporation (the "Lessee")**, effective as of the commencement of business on March 3<sup>rd</sup>, 2023 (the "Effective Date").

**WHEREAS** Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, certain of Lessor's employees, on the terms and conditions set forth in this Agreement. A list of leased employees as of the date of this Agreement is identified on Schedule 1 (the "Leased Employees") and is subject to change throughout the term of this Agreement by agreement of the parties.

**NOW, THEREFORE** in consideration of the promises made herein and other good and valuable consideration, the parties agree as follows:

1. **Purpose.** This Agreement sets forth the terms and conditions pursuant to which Lessor will provide the services of the Leased Employees. Lessor shall not provide the services of any employees other than the Leased Employees. Nothing in this Agreement shall restrict or limit Lessee's right to hire its own employees.
2. **Term-Termination.** It is anticipated that this agreement will terminate on April 1st, 2023. The date upon which this Agreement expires or is otherwise terminated is the "Termination Date". Notwithstanding the foregoing, either party may terminate this Agreement without cause, on 5 days' advance written notice to the other party. If the parties extend this Agreement beyond the Termination Date, it shall be extended on a week to week basis and on the same terms and conditions as in effect immediately prior to the Termination Date.
3. **Effect of Termination.** After the Termination Date, the Leased Employees will no longer provide services to Lessee.
4. **List of Employees.** The list of the names of all Leased Employees and the anticipated percentage of their respective business efforts that will be devoted to the Lessee is attached on Schedule 1.
5. **Independent Relationship.** Lessor shall provide the services of the Leased Employees as an independent contractor and not as an agent, joint venture, or partner of Lessee, and nothing in this Agreement shall be construed as creating any other relationship between Lessor and Lessee, or between any employee or agent of Lessor and Lessee. During the term of this Agreement, the Leased Employees shall be employees of Lessor for purposes of Lessor's benefit programs or plans now existing or hereafter created, including compensation, payment, withholding of federal, state and local income, social security, unemployment, Medicare or other payroll and/or employment taxes, and workers' compensation and health insurance.
6. **Leased Employee Performance.** While performing services for Lessee, the Leased Employees shall at all times be subject to the ultimate jurisdiction, supervision, control and direction of Lessee. Lessee is responsible for all supervision, direction and control of the Leased Employees and the labor and services they provide. Further, and to the fullest extent permitted by law, Lessee agrees to indemnify and save Lessor harmless from all claims for death or injury to persons, including Leased Employees, for all loss, damage or injury to property, including any Equipment involved in the Leased Employees' work, arising in any manner out of the Leased Employee's work.
7. **DEFENSE, INDEMNIFICATION AND HOLD HARMLESS:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LESSOR AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES AND AGENTS (THE "INDEMNITEES") FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, SUITS, DEMAND INVESTIGATIONS, OBLIGATIONS, JUDGMENTS, LOSSES, COSTS, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH ARE INCURRED BY, ACCRUED, ASSERTED, MADE OR BROUGHT AGAINST, OR RECOVERABLE FROM ANY OF THE INDEMNITEES ARISING FROM OR OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THE LESSEE'S ACCEPTANCE, POSSESSION, TRANSPORT, USE, OPERATION, CONTROL OF THE EQUIPMENT, OR RETURN OF THE EQUIPMENT WHETHER OR NOT THE SAME ARISES FROM DAMAGE TO PROPERTY (REAL OR PERSONAL), INJURY OR DEATH TO PERSONS (INCLUDING BUT NOT LIMITED TO LESSEE'S EMPLOYEES, AGENTS AND REPRESENTATIVES), FAILURE TO COMPLY WITH APPLICABLE LAWS, REGULATIONS OR ORDINANCES, THE EQUIPMENT CONDITION, THE LOSS OF USE OR SEIZURE OF THE EQUIPMENT, OR OTHERWISE OR ANY OTHER ACTION OR FAILURE TO ACT BY THE LESSEE, THEIR AGENTS, CONTRACTORS, AFFILIATES, OR EMPLOYEES; AND/OR) ANY CLAIMS OF THIRD PARTIES AGAINST LESSEE, THEIR AGENTS, CONTRACTORS, AFFILIATES. LESSEE EXPRESSLY AGREES TO WAIVE ANY WORKERS' COMPENSATION

IMMUNITY IT MAY OTHERWISE HAVE. LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS LEASE. IN JURISDICTIONS IN WHICH THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION IS BROADER THAN THAT ALLOWED BY APPLICABLE LAW, THIS SECTION SHOULD BE INTERPRETED AS PROVIDING THE BROADEST INDEMNIFICATION PERMITTED AND SHOULD BE LIMITED ONLY TO THE EXTENT NECESSARY TO COMPLY WITH SAID LAW. THIS INDEMNIFICATION PROVISION DOES NOT NEGATE, ABRIDGE OR REDUCE ANY OTHER RIGHTS.

8. **Lessee Insurance.** The Lessee shall carry and maintain the following insurance coverages prior to the Leased Employees' beginning work for Lessee. Notwithstanding the above, the Lessee shall carry and maintain the following coverages:
- a. Worker's compensation and employer's liability insurance applicable to both the Leased Employees and Lessee's employees, with limits at least the statutory minimum or \$1,000,000, whichever is greater;
  - b. Primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate;
  - c. Excess/umbrella non-contributory insurance in the amount of \$5,000,000.00.
  - d. The Lessor is to be included as an additional insured on all liability insurance policies, including umbrella/excess policies, but such that Lessee's insurers shall defend and indemnify Lessor only to the extent that claims, and liabilities covered by the policies issued by those insurers arise from the Lessee's acts or omissions or the acts or omissions of the Leased Employees.
9. **Discipline and Discharge.** While performing services for Lessee, the Leased Employees will be subject to all work rules and performance standards applicable to employees and contractors providing services for Lessee. If Lessee has written policies and procedures then Lessee may discipline any Leased Employee in accordance with Lessee's policies and procedures, as amended from time to time, or terminate the leasing arrangement hereunder with respect to any Leased Employee, in the event of any breach by such Leased Employee of Lessee's written policies and procedures. All leased employees shall be under the direct control of the Lessor while performing services under this agreement.
10. **Notices.** Any notices, consents, or other communications required to be sent or given by either party shall in every case be in writing and will be deemed duly given when (a) delivered personally (with written confirmation of receipt), (b) when received and acknowledged by fax or email, or (c) when received by the addressee if sent by first class, registered or certified mail, in all such cases with first class postage prepaid, return receipt requested in each case, as follows:
- If to Lessor: **C.J. SHAUGHNESSY CRANE SERVICE, INC., 520 BODWELL STREET EXT, AVON, MA 02322**
- If to Lessee: **J.R. VINAGRO CORPORATION**
11. **Nonassignability.** Neither party may assign this Agreement without the other party's prior written consent.
12. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded.
13. **Severability.** The provisions of this Agreement shall be severable. The unenforceability or invalidity of any one or more provisions, clauses or sentences hereof shall not render any other provision, clause or sentence herein contained unenforceable or invalid. The portion of this Agreement which is not invalid or unenforceable shall be considered enforceable and binding on the parties and the invalid or unenforceable provision(s), clause(s) or sentence(s) shall be deemed excised, modified or restricted to the extent necessary to render the same valid and enforceable, and this Agreement shall be construed as if such invalid or unenforceable provision(s), clause(s) or sentence(s) were so modified or omitted, as applicable. The provisions of this Section shall survive the termination of this Agreement for any reason.
14. **Governing Law.** The parties agree that the standard of care and responsibilities for all equipment operations will be in accordance with American National Standards Institute (ANSI) including ASME B30 standards, as well as all Local, State and Federal standards as applicable.

15. **Waiver.** The waiver of any breach of the terms of this Agreement shall not constitute the waiver of any other or further breach hereunder. No waiver of any provision of this Agreement shall be valid unless in writing.
16. **Amendment.** No provisions of this Agreement shall be deemed amended by any party unless such amendment shall be in writing and signed by the party against which the amendment is to be enforced.
17. **Headings.** Headings under this Agreement are for informational purposes only and are not intended to limit or define any terms.
18. **No Third-Party Beneficiary.** Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give to any person, other than the parties to this Agreement, any rights or remedies under or by reason of this Agreement. Without limiting the foregoing, no Leased Employee shall have any rights as a third-party beneficiary.
19. **Counterparts.** This Agreement may be executed in multiple counterparts each of which will be deemed an original and all of which together shall constitute an agreement.
20. **Authorized Signature.** In the event this agreement has been executed by an individual on behalf of a corporation or other business entity, the person(s) whose signature is affixed hereto and the party for which those individual(s) have signed this agreement represent to C.J. SHAUGHNESSY CRANE SERVICE, INC., that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.

LESSOR: **C.J. SHAUGHNESSY CRANE SERVICE, INC.**      LESSEE: \_\_\_\_\_

Date: \_\_\_\_\_      Date: \_\_\_\_\_

Print Name: \_\_\_\_\_      Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_      Signature: \_\_\_\_\_

**LEASED EMPLOYEE AGREEMENT**

**SCHEDULE 1**

**LEASED EMPLOYEES AS OF EFFECTIVE DATE**

**Name(s) of Leased Employees:**

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