

1. References to “Worthington” or “Worthington Enterprises” in documentation refers to Worthington Enterprises, Inc. its partnerships, joint ventures, subsidiaries, officers, employees, servants, and agents. References to “Contractor” in documentation refer to the contractor, its employees, sub-contractors, and agents.
2. The Contractor agrees that all work will be carried out and completed following all normally accepted good work practices. Interference with the normal operation of Worthington shall be minimized and coordinated with Worthington.
3. The Contractor will comply with all applicable Local, State and Federal regulations and the policies and procedures of Worthington, including but not limited to OSHA requirements and Worthington's safety policies that have been communicated to the Contractor.
4. At the time of execution of this contract, the Contractor shall have procured and shall maintain insurance as per Worthington’s Contractor Insurance Requirements document.
5. The Contractor is responsible for cleanup and disposal of all trash and debris from Worthington property that the Contractor generated. In order to leave an orderly workplace; cleanup will be conducted at the end of each day.
6. No work will be considered complete until inspected and approved by a Worthington Enterprises project manager.
7. The Contractor is responsible for the safety and security of their tools, equipment and materials.
8. It is specifically understood and agreed that during the progress of work under this contract, the Contractor shall take extreme precautions against the possibility of fire, chemical spill or other damage on the property of Worthington and shall maintain adequate protection of the workers, adjacent property and the public.
9. The Contractor agrees to defend, indemnify and hold harmless Worthington Enterprises its subsidiaries, its officers, employees, servants, and agents from and against any and all liability, loss and expense, including but not limited to, bodily injury, sickness or disease, death, injury to or destruction of property (including any environmental or other adverse impact on the use thereof), arising in whole or in part, by reason of, or in any way resulting from the work performed under the contract, provided that the liability, loss or expense is caused or alleged to be caused, in whole or in part by any negligent act or omission of the Contractor, any sub-contractor or anyone directly or indirectly employed by either of them or anyone for whose acts any of them may be liable . Compliance by the Contractor with the insurance provisions shall not relieve the Contractor from liability under this provision.
10. Contractors should not use any sub-contractors unless approved in advance in writing by Worthington. The Contractor shall require all such sub-contractors to provide insurance in accordance with Worthington’s Contractor Insurance Requirements document. Any deficiency in the coverage or policy limits of said sub-contractor’s insurance shall be the sole responsibility of the Contractor.
11. The Contractor is an independent contractor. The Contractor, not Worthington, controls the means of performance of the work under this contract.
12. The Contractor agrees to not use Confidential Information for any purpose other than as necessary to complete work performed under the contract, and to not disclose Confidential Information to any third party except as authorized in writing by Worthington. “Confidential Information” shall mean all information concerning Worthington’s business which it treats as confidential or would ordinarily not make publicly available, including, without limitation, information concerning new product ideas, customers, personnel, financial condition, plans, existing products, formulas, processes, equipment, technologies, suppliers, costs, operations, and proprietary information. This would include any such Confidential Information which becomes known to Contractor through written documentation, discussions, or tours of manufacturing plants or other facilities.

I acknowledge that I have read, understand and agree to the above requirements, and have the authority to sign on behalf of the Contractor.

Company Name: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Please submit this signed document via ISNetworld or return to your Worthington Enterprises representative.