

**NPG CORPORATION / GOLDSTAR ASPHALT PRODUCTS**

Post Office Box 1515, Perris, CA 92572

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WWW.NPGCOMPANIES.COM

DATE OF SERVICE: \_\_\_\_\_  
 \_\_\_\_\_

**ENGAGEMENT AGREEMENT**  
**•SEAL COATING & CRACK FILLING•**

**\*\* FORM MUST BE COMPLETED IN FULL AND FAXED BACK FOR SCHEDULING \*\***

COMPANY NAME: \_\_\_\_\_, HEREAFTER CALLED "CUSTOMER"  
 BILLING ADDRESS: \_\_\_\_\_  
 PHONE #: \_\_\_\_\_ FAX: \_\_\_\_\_  
 PUBLIC WORKS/ CERT PAY: YES  NO  → INITIALS REQUIRED \_\_\_\_\_ JOB # / PO #: \_\_\_\_\_

**PLEASE PROVIDE JOB INFORMATION BELOW UPON ACCEPTANCE OF ENGAGEMENT AGREEMENT**

Job Foreman: \_\_\_\_\_ Cell #: \_\_\_\_\_  
 Job Address: \_\_\_\_\_ X-Street: \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_ Map Page: \_\_\_\_\_ Grid #: \_\_\_\_\_  
 Start Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ Notes: \_\_\_\_\_  
 Gallons Needed: \_\_\_\_\_ Square Footage: \_\_\_\_\_ Lineal Feet: \_\_\_\_\_

| TYPE            | ITEM | QTY. | DESCRIPTION                                       | UNIT  | UNIT PRICE | TOTAL          |
|-----------------|------|------|---|---|------------|----------------|
| MELTERS         | 1    |      | Craftco Melter 125                                | DAY \$300/ WEEK \$1,200/ MONTH \$3,600.00                           |            | TBD            |
|                 | 2    |      | Craftco Melter 125                                | DAY \$300/ WEEK \$1,200/ MONTH \$3,600.00                           |            | TBD            |
|                 | 3    |      | Craftco Meller 125                                | DAY \$300/ WEEK \$1,200/ MONTH \$3,600.00                           |            | TBD            |
|                 | 4    |      | EZ Pour 50 with pour pot                          | DAY   | 125.00     |                |
| SEAL MACHINES   | 5    |      | SCM300 Seal Machine (Buggy)                       | 300 GALLON  | DAY 300.00 |                |
|                 | 6    |      | SCM300 Seal Machine (Buggy)                       | 300 GALLON  | DAY 300.00 |                |
|                 | 7    |      | SCM300 Seal Machine (Buggy)                       | 300 GALLON  | DAY 300.00 |                |
|                 | 8    |      | SCM300 Seal Machine (Buggy)                       | 300 GALLON  | DAY 300.00 |                |
|                 | 9    |      | SCM300 Seal Machine (Buggy)                       | 300 GALLON  | DAY 300.00 |                |
| SEAL TANK       | 10   |      | ST-550 Seal Tank Trailer                          | DAY   | 100.00     |                |
|                 | 11   |      | ST-550 Seal Tank Trailer                          | DAY   | 100.00     |                |
|                 | 12   |      | ST-550 Seal Tank Trailer                          | DAY   | 100.00     |                |
|                 | 13   |      | ST-550 Seal Tank Trailer w/ spray unit            | DAY   | 200.00     |                |
| JOB TANKS       | 14   |      | Job Tanks ST6000 – Holds up to 6,000 gallons      | DAY   | 350.00     |                |
|                 | 15   |      | Job Tanks ST6000 – Holds up to 6,000 gallons      | DAY   | 350.00     |                |
|                 | 16   |      | Job Tanks ST6000 – Holds up to 6,000 gallons      | DAY   | 350.00     |                |
|                 | 17   |      | Job Tanks ST6000 – Holds up to 6,000 gallons      | DAY   | 350.00     |                |
|                 | 18   |      | Job Tanks ST6000 – Holds up to 6,000 gallons      | DAY   | 350.00     |                |
| SEAL TRUCKS     | 19   |      | ST-2000 Tanker - 2010 Model with 12' Spreader box | OPERATED- FIRST 4 HRS \$1,100 (MINIMUM), \$350.00 PER HR THEREAFTER |            |                |
|                 | 20   |      | ST-2000 Tanker - 2010 Model with 12' Spreader box | OPERATED- FIRST 4 HRS \$1,100 (MINIMUM), \$350.00 PER HR THEREAFTER |            |                |
|                 | 21   |      | ST-2000 Tanker – with pump                        | OPERATED- FIRST 4 HRS \$900 (MINIMUM), \$150.00 PER HR THEREAFTER   |            |                |
| CF ROUTER       | 22   |      | Crafco Pavement Cutter/ Router PLUS Bits          | DAY \$120/ WEEK \$475/ MONTH \$1,450.00                             |            | TBD            |
|                 | 23   |      | Crafco Pavement Cutter/ Router PLUS Bits          | DAY \$120/ WEEK \$475/ MONTH \$1,450.00                             |            | TBD            |
|                 | 24   |      | Crafco Pavement Cutter/ Router PLUS Bits          | DAY \$120/ WEEK \$475/ MONTH \$1,450.00                             |            | TBD            |
| GRACO           | 25   |      | Graco Line Lazer 3900- Single gun                 |   | 150.00     |                |
|                 | 26   |      | Graco Line Lazer 5900- Dual gun                   |   | 200.00     |                |
|                 | 27   |      |   |   |            |                |
| MATERIAL        | 28   |      | #310 GoldCoat Slurry Seal                         | GALLON  |            | CALL FOR PRICE |
|                 | 29   |      | #315 Coldpour Crack Fill                          | 5 GALLON  |            | CALL FOR PRICE |
|                 | 30   |      | Crafco Hot Crack fill                             | 38lb Boxes  | EA         | CALL FOR PRICE |
|                 | 31   |      | Crafco LoopSeal Hot Crack fill                    | 38lb Boxes  | EA         | CALL FOR PRICE |
| OPERATOR/ LABOR | 32   |      | Buggy Operator                                    |   | 68.00      |                |
|                 | 33   |      | Melter Operator                                   |   | 68.00      |                |
|                 | 34   |      | Laborer   |   | 63.00      |                |
|                 | 35   |      | Travel Time (Operator)                            |   | 45.00      |                |
|                 | 36   |      | Equipment Move In/Out                             | EA  | 300.00     |                |
|                 | *    | 37   |   | Crew Truck with Tools   | DAY        | 325.00         |

Under the Terms & Conditions of Engagement Agreement attached to this sheet, NPG Corp/ GoldStar Asphalt Products enters into in an agreement with Customer all equipment/ labor named and identified above (upon availability), for use at such location (as described above) and at such rate for approximately such time as is therein stated. NPG Corp/ GoldStar Asphalt Products shall furnish such equipment, F.O.B. NPG Corp/ GoldStar Asphalt Products and Customer, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

By Company Name "Customer": \_\_\_\_\_ Date: \_\_\_\_\_

"Customer" Authorized Signature: \_\_\_\_\_ Authorized Printed Name: \_\_\_\_\_

# TERMS & CONDITIONS

## FOR ENGAGEMENT CONFIRMATION & AGREEMENT

The conditions of this Engagement here below stated, together with the Agreement set forth on the reverse side of this sheet, constitute a contract between the parties therein named which contract is hereafter referred to as "Agreement or Engagement".

1) RENTAL PERIOD: The rental period shall cover all time consumed in transporting the equipment, including the date of legal delivery to a public carrier for transit to NPG Corp/ GoldStar Asphalt Products and upon return of the equipment, the date of legal delivery by such carrier to NPG Corp/ GoldStar Asphalt Products.

2) RENTAL CHARGES: All equipment shall be OPERATED & MAINTAINED by NPG Corp/ GoldStar Asphalt Products. All rates are subject to change without notice. There is a 4 Hour Minimum Charge on all Equipment and Labor Rates, Operator Paid Travel Time. Rates above are straight time rates, Overtime after 8, Double-Time after 12. Saturday work billed at Overtime Rates / Sunday work billed at Double-Time Rates. Half hour FIRE-UP charge to be billed at overtime rate for machine operator. All hourly rates are to be billed in increments of two (2) after the four (4) hour minimum – example 6, 8, 10, etc. Prevailing Wage Jobs 20% markup will apply to Operator / Laborer Rates. NPG Corp/ GoldStar Asphalt Products will not accept ANY back charges for any dollar amount over the rental purchase.

3) PAYMENT: All invoices to be paid upon completion. All past due accounts will be charge a FINANCE CHARGE OF 1 1/2% which is an ANNUAL PERCENTAGE RATE OF 18% applied to the previous balance after deducting current payment and credits. If NPG Corp/ GoldStar Asphalt Products engages a collector or attorney at law to collect the purchase price or any part thereof, Customer agrees to pay all fees and expenses, including court costs incurred by NPG Corp/ GoldStar Asphalt Products in collection of said debt. In addition, Customer agrees to pay a Stop Notice and/or Mechanic's lien filing fee of \$850.00 per project.

4) PRELIMINARY NOTICES/ RELEASES: Upon acceptance of Agreement, preliminary information MUST be provided in order to dispatch equipment and labor. Releases must be requested via fax.

5) FREIGHT: Any moves outside a 60 mile radius from our location will be billed a hourly rate of \$120.00 per hour portal-to-portal on in/out basis. Each date of Engagement will be charged a \$125.00 Fuel Surcharge for each piece of equipment ordered.

6) OPERATORS: Unless otherwise mutually agreed in writing, NPG Corp/ GoldStar Asphalt Products shall supply and pay all operators on the equipment during the equipment engagement period. All operators shall be competent. Should Customer furnish any operators or other workmen for the project, they shall be employees of Customer during the engagement period, and Customer shall pay them salary or wages and all other applicable costs. Customer shall provide and pay for all workmen's comp. insurance and pay all payroll taxes required by law and applying to such operators and laborers. Supervision of ALL work by Customer. Customer accepts all liability for any claims arising from worked performed as directed.

7) INDEMNITY: Customer shall indemnify NPG Corp/ GoldStar Asphalt Products, and hold NPG Corp/ GoldStar Asphalt Products harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of, connected with, or resulting from the equipment or NPG Corp/ GoldStar Asphalt Products, including without limitation, the manufacturer, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Customer shall further indemnify NPG Corp/ GoldStar Asphalt Products, and hold NPG Corp/ GoldStar Asphalt Products harmless from all loss and damage to the equipment during the agreement period. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customer's assumption of any and all liability for injury: disability and death of workmen and persons caused by the operation, use, control, handling, or transportation of the equipment during the engagement period.

8) INSURANCE: Customer shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof; and shall carry public liability and property damage insurance covering the equipment and its operation and handling for the amount of at least One Million Dollars (\$1,000,000.00) or other reasonable amount specified by NPG Corp/ GoldStar Asphalt Products. Customer shall pay the premiums and any deductible portions therefor and deliver proof of said required coverages via a Certificate of Insurance to NPG Corp/ GoldStar Asphalt Products. NPG Corp/ GoldStar Asphalt Products shall be named as the certificate holder as additional insured on the liability portion, and as a loss payee on the equipment coverage portion. Certificate of Insurance must provide at least a 10 day notice to the certificate holder of any pending policy cancellation.

9) ENTIRE AGREEMENT: This instrument constitutes the entire agreement between NPG Corp/ GoldStar Asphalt Products and "Customer"; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

By Company Name "Customer": \_\_\_\_\_

Authorized Printed Name: \_\_\_\_\_

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

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