

**THREE RIVERS MANUFACTURERS' ASSOCIATION
1615 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60435**

EMPLOYER TRAINING AGREEMENT

Employer Information

Name:
Address:
City:
State/Zip:
Phone:
Email:

Employer Primary Contact

Name:
Address:
City:
State/Zip:
Position:
Phone:
Email:

This Agreement is entered into on _____, 201__, at Joliet, Will County, Illinois between _____ (Name of Employer) (for convenience sometimes referred to as "Employer") and Three Rivers Manufacturers' Association, an Illinois not for profit corporation ("TRMA")

The Employer provides construction related services to industries and businesses in the Greater Will County, Illinois area. As a condition to providing services to certain of those industries and businesses, the Employer must demonstrate its employees ("Employees") who will work on those projects have successfully completed suitable safety training for the intended work.

TRMA provides various safety training courses ranging from computer based courses to hands-on training which could involve strenuous physical exertion and activity, including climbing ladders and scaffolding, walking on or along elevated structures, tying off safety equipment and lifting which could present significant medical risks, injury or death.

The Employer has requested TRMA to periodically provide certain safety training to its various Employees.

Therefore, in consideration of TRMA providing training to the Employer's various Employees and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Employer and TRMA agree as follows:

1. Incorporation of recitals: The preceding provisions and recitals to this Agreement, including the Employer's representations are integral to and specifically incorporated in this Agreement.
2. TRMA's obligations to Employer:
 - a. **Training:** TRMA will provide suitable safety training to the Employees from available TRMA courses and advise both the Employee and Employer whether the training was successfully completed.

- b. **Reservation of rights:** TRMA reserves the right: (i.) to elect what safety training courses it offers, to discontinue any training course, and, for any legal reason, elect to not provide its services to any or selected Employers or Employees; and (ii.) to remove Employer's Employees from any training course, or from TRMA facilities and property if, in TRMA's sole discretion, the Employee's presence is detrimental to the Employee or the services TRMA is providing.
3. Employer's obligations to TRMA:
- a. **Policies and Procedures:** Employer will comply with all TRMA policies, rules, fee structures and procedures as from time to time adopted.
 - b. **Employment/Worker Compensation:** The Employer represents the Employees it enrolls or sends for TRMA training are solely employed by the Employer and are not TRMA employees and that the Employer requires the Employees to enroll and participate and successfully complete the TRMA safety training course. Employer has and will maintain broad form employer's liability insurance, worker's compensation and occupation disease insurance on each of its Employees trained by TRMA to the maximum extent required under State and Federal law. The Employer liability, worker's compensation and occupational disease insurance will contain an endorsement waiving its rights to recover from the TRMA Group (as defined below). The Employer represents to TRMA it will secure whatever additional endorsements that are necessary so that its worker's compensation insurance insures the Employees TRMA training, and that if any member of the TRMA Group is named in any worker's compensation type or related claims, the Employer's insurance will defend and insure the TRMA Group for any claims to the same extent as the Employer. At TRMA's request, the Employer shall present written proof of this coverage.
 - c. **Ability to perform:** The Employer represents that each Employee it sends or enrolls in a TRMA safety training course has no known or perceived medical, physical or other impairments, limitations or restrictions which would prudently preclude the Employee from participating in the course and that the Employee is fit for duty to actively participate in the TRMA course.
 - d. **Insurance:** The Employer shall secure and maintain broad form and comprehensive commercial general insurance, including completed operations and auto insurance, each with minimum limits of \$2,000,000 per occurrence and \$2,000,000 general aggregate and broad form comprehensive excess liability coverage with per occurrence/general aggregate limits of not less than \$5,000,000. All policies of insurance shall be written on an occurrence basis and will contain an endorsement waiving any right of recovery against the TRMA Group. Each insurance policy will name the TRMA Group as additional insureds with respect to liability arising out of the training of the Employees or other services to Employer hereunder and provide the TRMA Group primary coverage under the Employer's policies of insurance. All insurance companies must be licensed by the State of Illinois rated not less than –A by A.M. Best and be reasonably acceptable to TRMA. At TRMA's request, the Employer will present written proof of this coverage.
 - e. **Release, Indemnification, Hold Harmless:** In addition to and not in lieu of its obligation to provide insurance and to the fullest extent allowed under law, the Employer agrees to release, indemnify and hold Three Rivers Manufacturers' Association, an Illinois not for profit corporation, its subsidiaries, joint ventures and their directors, officers, employees, agents, representatives, successors and assigns (collectively "TRMA Group") harmless, and will pay all its costs, expenses and fees,

including attorney expert witness and consultant fees, arising from any damages, liabilities, claims, demands, suits, proceedings, actions, settlements, judgments, and awards relating to property damage, bodily or personal injury or death which has any legal or factual relationship or connection to the use or occupancy by Employees of a TRMA or TRMA related facility, or the use by Employer or Employees of TRMA equipment or devices or TRMA training, safety training or instructional courses, even if such harm/damage is caused by the negligence of the indemnified parties. However, if a Court of competent jurisdiction finds and determines this TRMA safety training course or its other activity or conduct falls within the provisions of the Construction Contract for Negligence Act, 740 ILCS 35/1 (the so-called "anti-indemnity" statute), then the Employer is not obligated to indemnify or hold the indemnified parties harmless from liability to the extent caused by their own negligence.

- 4. **Severability/Entire Agreement:** This Agreement is severable. If any provision in this Agreement is deemed to be unenforceable by a court of competent jurisdiction for any reason under law, such a determination will not affect the enforceability of all remaining provisions. This is the entire agreement of the parties.

Dated on the date and place subscribed above.

Name of Employer

By: _____
Signature

Its: _____
(Name of Office held with Employer)

Witness

Printed Name, Address and Phone Number

Three Rivers Manufacturers' Association,
an Illinois not for profit corporation

By: _____
Its duly authorized agent