

**WISCONSIN CUSTOM
OPERATORS, INC
SAFETY CERTIFICATION
PROGRAM**

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SECTION ONE: ABOUT THE WISCONSIN CUSTOM OPERATORS, INC (WCO)

The WCO is a 501(C)(5) organization comprised of individuals throughout the state of Wisconsin who derive their income in whole or part from providing custom farming services. These services include forage harvesting (alfalfa and corn silage), forage bagging, baling, tillage, planting, combining, trucking, manure handling, spraying, among other services.

SECTION TWO: THE SAFETY CERTIFICATION PROGRAM

The purpose of the WCO's safety certificate program is to train WCO members and their employees in occupational safety and health in order to reduce incident rates. Participants have the opportunity to earn a certificate upon completion. The certification program curricula is based upon various industry topic areas. Topics may include:

- Pre-field and road safety checks and maintenance
- Safety on the road
- Safety during field operations
- How to handle emergencies

SECTION THREE: FEES

The WCO is committed to maintaining minimal fees and being completely transparent about the costs of certification. All fees are to be payable to the Wisconsin Customer Operators. With your payment, please include a memo or invoice. All fees paid to the WCO are non-refundable. Only the President has the authority to adjust, waive or otherwise fees billed. Any requests for fee adjustments should be sent to the President.

SECTION FOUR: CERTIFICATION PROCESS

As described above, the WCO will offer the safety certification program sessions to custom operator organizations. The safety certification process includes:

- Completion of at least one live training session which will be held by the WCO approximately twice per year
- Attendance at one or more sessions on safety at the WCO winter conference
- Printable certification of completion- valid for 2 years

At least one representative from the custom operator's organization must attend any training sessions. Paper and/or electronic copies of training materials will be given the organization's representative at the training session in order to distribute such items to others within the custom operator's organization.

SECTION FIVE: POLICIES

WCO offers certification without discrimination. WCO does not discriminate against any person because of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

To the fullest extent permitted by law, each client, applicant, and certified operation (hereinafter referred to as "Indemnitor") agrees to indemnify, protect, defend with counsel approved in writing by the WCO, reimburse, and hold harmless WCO and its affiliates, parent or subsidiary companies, members, directors, officers, employees, partners, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter referred to as "Indemnitees"), from and against any and all liability, loss, damages, penalties, fines, costs, expenses, attorney's fees, claims, suits, or proceedings of every kind and description, whether for illness, injuries to or death of persons, for loss or damage to property, including the loss of use of the property, for economic or non-economic loss or damages, or for any other dispute, matter or remedy, arising from any act or omission, whether actively or passively negligent, by WCO, its officers, employees, agents, contractors, or representatives in connection with performance of certification and any other services. Indemnitees shall each be entitled to recover reasonable attorney's fees, costs and expenses incurred in enforcing Indemnitor's obligations under this paragraph.

EACH OF THE PARTIES AGREE THAT THIS IS A COMMERCIAL AGREEMENT BETWEEN SOPHISTICATED BUSINESS PERSONS, AND THAT EACH OF THE PARTIES HAS HAD THE OPPORTUNITY TO, AND HEREBY REPRESENTS AND WARRANTS THAT IT ACTUALLY HAS, CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THE SERVICES TO BE PROVIDED BY THE WCO HEREUNDER. BASED ON THIS UNDERSTANDING AND CONSIDERATION, CLIENT, APPLICANT OR CERTIFIED OPERATION AGREES TO HOLD THE WCO HARMLESS FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, COSTS OR ATTORNEY'S FEES ARISING OUT ANY CAUSE OR CAUSES, INCLUDING WITHOUT LIMITATION FROM WCO'S NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY.

The laws of the State of Wisconsin shall apply and the parties consent to the jurisdiction of the state courts of the State of Wisconsin.