

TRADE CONTRACTOR AGREEMENT

GUARANTEES: Subcontractor agrees to guarantee all material and workmanship for a period of not less than two (2) year or State Law's requirement after the date possession is transferred from General Contractor to Owner.

Subcontractor agrees to provide service on all houses in which he provided the original material and/or labor. Correction of defective material or faulty workmanship shall be at the Subcontractor's expense.

INSPECTION: It is the Subcontractor's responsibility to obtain any and all permits and inspection for his work.

- GENERAL:**
1. Material and workmanship to meet the codes and requirements of all appropriate governmental authorities.
 2. Subcontractor will be covered with the following insurance:
 - a. State Workers' Compensation
 - b. State and Federal Unemployment Insurance
 - c. Public Liability—\$100,000/\$300,000 limit. Certificate of Insurance must be presented to builder before payment is made on work performed.
 3. Subcontractor agrees to assume responsibility for compliance with all applicable federal and state laws with regard to health, safety and accident prevention, including the Federal Construction Safety Act and Occupational Safety and Health Act of 1970 and rules, regulations and standards promulgated thereunder relating to the work to be performed by Subcontractor under this subcontract and the employment of labor, equipment and materials herein.
 4. Subcontractor further agrees to indemnify and hold harmless the General Contractor and Owner from any liability, damages or penalties arising out of or in conjunction with, the violation of or noncompliance with any of the aforesaid laws, rules, regulations and standards relating to the performance of this subcontract by Subcontractor.
 5. If any portion of this subcontract is assigned or sublet by Subcontractor, then Subcontractor shall require of its subcontractor, or assignees, compliance with the aforesaid obligations as a condition of the subletting or assignment.
 6. All work to be done in a neat and workmanlike manner.
 - a. Subcontractor agrees to leave house clean and orderly upon completion of both rough and finish work. All debris will be removed from the house premises or as directed by General Contractor's representative.
 - b. Subcontractor will ensure that his trucks and equipment do not damage curbs and sidewalks and that Subcontractor's trucks and equipment cross onto lots only at points designated by Contract Supervisor. In the event of damage by such trucks and equipment, Subcontractor will pay for repairs.

No price increase can be effective in any event prior to ninety (90) days written notice by Subcontractor to General Contractor.

Invoices for work completed should be submitted to General Contractor within fifteen (15) days of the date work is completed. Invoices will not be accepted prior to the completion of the work for which it is submitted. Invoices received by the thirteenth (13th) of the month will be paid on the first of the following month.

Submitted by:

Company Name

Subcontractor's Social Security Number or Federal Identification Number

Company Representative

Date