



# TRADE CONTRACTOR AGREEMENT

## PART I. CONTRACTOR INFORMATION FORM:

Contractor Name: _____
Corporation: _____ LLC: _____ Partnership: _____ Sole Proprietorship: _____
SSN: _____ or Federal Tax ID: _____
State License Number (if applicable): _____
Business Address: _____
Name of Owner/Partner: _____ Title: _____
Phone Number: _____ Email Address: _____
Accounts Receivable Contact: _____ Phone: _____
Type of Work or Materials Provided: _____

**Note:** This is not a job specific contract. The terms of this Trade Contract Agreement are general and will apply to all work that you perform for Eastwood Construction. You will be issued a job specific Purchase Order for each project awarded to you by Eastwood Construction.

**PART II. MASTER AGREEMENT:**

Eastwood Construction, LLC, a Florida limited liability company (hereinafter “Builder”) and \_\_\_\_\_ (hereinafter “Contractor”) enter into this Trade Contractor Agreement (hereinafter “Agreement”) and hereby agree as follows:

1. **Projects:** This Agreement applies to all projects (hereinafter “Project(s)”) for which Contractor provides Work to Builder. The term “Project(s)” includes the real property on which the Work occurs.
2. **Purchase Orders:** Contractor is not authorized to start any Work until Builder issues a Purchaser Order. The Purchase Order shall specify the scope of work and the agreed price for the Work to be performed on the Project(s). For certain trades, Builder may opt to sign Contractor’s bid and return the signed copy to Contractor, in which case the signed bid shall constitute the Purchase Order. The Purchase Order(s) issued to Contractor and the Construction Standards, together with this Agreement, constitutes the entire agreement between Builder and Contractor. This Agreement supersedes any conflicting terms contained within the Purchase Order.
3. **Work:** Contractor agrees to provide all materials, labor, tools, equipment, supervision, supplies and other items necessary or required to perform the Work in accordance with the Purchase Order. Contractor shall visit each Project before starting the Work to understand conditions relating to such Project, including access restrictions to the Project.
4. **Timing of Work:** Contractor agrees to perform the Work in a timely manner and in accordance with the requirements of any construction schedule that Builder may from time to time develop and submit to Contractor. Within three (3) calendar days after being notified by Builder, Contractor shall commence actual construction of the Work and shall thereafter diligently continue the Work to completion. If, in the opinion of Builder, Contractor falls behind the construction schedule, Builder shall take actions to accelerate the Work.
5. **Price:** The Purchase Order shall specify the sum to be paid by Builder to Contractor, out of funds received by Builder, for satisfactory performance and completion of the Work and all other obligations under this Agreement.
6. **Construction Standards:** Contractor agrees to perform all Work according to the highest standards of skill and workmanship, without defects, and in full compliance with or exceeding the requirements of all of the following standards (hereinafter “Construction Standards”): (a) plans, drawings or specifications provided by Builder to Contractor; (b) applicable federal, state, county and municipal codes, regulations, rules and laws; (c) applicable manufacturer specifications, directions and suggested methods; (d) any written warranty provided or to be provided by Builder to any other party in connection with the Work; (e) at least ordinary standards of care under the circumstances; and (f) standards set forth in the Purchase Order or any supplements or modifications thereto.

7. **General Responsibilities:** In addition to its other responsibilities under this Agreement, Contractor shall have the following responsibilities:
- a. **Comply with Laws:** Contractor shall comply with, and ensure the compliance by its employees, subcontractors and agents with, all applicable federal, state and local laws, ordinances, statutes, rules, and regulations, including those relating to wages, hours, fair employment practices, nondiscrimination, immigration and naturalization, occupational safety or health and working conditions, and be responsible for and correct any violations thereof.
  - b. **Safety:** Contractor is solely responsible for compliance with OSHA regulations. Contractor shall at its own expense and cost, protect its employees and all other persons from risk of death, injury or bodily harm arising out of or in any way connected with its Work, including installation of all necessary and temporary work for the protection and the safety of all persons, including the public. Contractor shall carry on the Work in a manner best calculated to avoid injury to the public and all persons, whether or not in common work areas or on the premises of the Project. Contractor shall not use or permit the use by any of its employees, subcontractors, suppliers or agents, of alcoholic beverages or controlled substances on or in connection with the Project or the Work.
  - c. **Coordinate with Other Trades:** Contractor shall coordinate the installation of the Work with other trades in a courteous and professional manner, so as not to interfere with, delay or damage their work. Contractor shall examine the work installed by others that affects Contractor's Work and, if any defects exist, Contractor shall immediately notify Builder in writing shall not proceed until such defects are corrected.
  - d. **Licensure:** Unless otherwise provided in the Purchaser Order, Subcontractor shall obtain and pay for all necessary permits and licenses applicable to the performance of the Work.
  - e. **Protection of Work:** Contractor shall be responsible for the protection of its Work until completed and accepted by the Builder in writing. Contractor shall be responsible for protection of all areas affected by its Work, including equipment, appliances, fixtures, installations and work of other trades. Builder shall not be responsible for any loss or damage to the Work, or personal property used in performance of the Work, however caused, until the Work is completed and accepted by Builder and all such personal property is removed from the premises of the Project.
  - f. **Clean Up:** Contractor shall keep the Project and surrounding areas clean of dirt, debris, trash, and any waste materials arising from the performance of the Work. Contractor is responsible for placing all trash and any construction debris created as a result of the Work in the area designated by the Builder. Contractor shall be responsible for DAILY clean up and proper disposal of personal garbage (food scrap,

containers, wrappers, drink cups, cans, and bottles) and unused construction materials and construction material scraps. Upon completion of its Work in each area of the Project, Contractor shall perform cleaning as required to leave the area "broom clean", and remove all its personal property (tools, equipment, scaffolds, shanties) and surplus materials. Should Contractor fail to perform any of the foregoing to the satisfaction of Builder, Builder shall have the right to perform and complete such work itself or through others and charge the cost to Contractor by deductive Change Order.

8. **Payment Procedures:** Payments will be made only if Contractor has satisfied the following conditions:
- a. **Trade Contractor Agreement:** Contractor must agree to the terms of and sign this Agreement.
  - b. **Certificates of Insurance:** Contractor's insurance carrier shall provide Builder with current certificates for workers compensation insurance and general liability insurance, consistent with the insurance requirements of this Agreement.
  - c. **Purchase Order:** A Purchase Order must be issued from Builder to Contractor.
  - d. **Variance Purchase Order:** A Variance Purchase Order must be issued for any changes to the original Purchase Order. The Contractor must submit a bid any additional work or change prior to a Variance Purchase Order being issued. No additional work or changes shall commence without a Variance Purchase Order issued by Builder.
  - e. **Lien Release:** If requested by Builder, Contractor shall execute partial or final Lien Releases or Waivers, and a Bills Paid Affidavit, in a form acceptable to Builder.
  - f. **Invoice:** Contractor shall submit a written invoice for payment to the Builder indicating the Work or portion of the Work completed for which payment is requested. Contractor must submit an invoice by 5:00pm on Thursdays in order to receive payment by Thursday of the following week.
  - g. **Quality-Control Walkthrough:** For each portions of the Work for which each payment is requested, Contractor agrees to attend a quality-control walk-through with the Builder to ensure that all such Work is complete and without defects.

If Builder determines that the Work for which payment is requested is not complete or acceptable, Builder may pay Contractor an amount to be determined based on the percentage of the Work that Builder determines to be complete and acceptable. Unless Contractor's invoice specifies a later date, Builder will make payments to Contractor on the Thursday of each week following the timely submission of an invoice and satisfaction of the conditions above. No payment made to Contractor shall be construed as acceptance by Builder of the

Work or evidence of Contractor's performance of the Work, nor shall it release Contractor from its obligations under this Agreement.

9. **Warranty:** Contractor warrants all Work against defects in labor and materials, that all materials and equipment furnished will be of first class quality and new, and that the Work shall strictly conform to the Construction Standards and applicable code requirements. Work not conforming to such requirements, including substitutions not specifically authorized, shall be considered defective. Contractor shall remove, replace and/or repair at its own expense and at the convenience of Owner or Builder any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date a Certificate of Occupancy is issued for the Project, or, if later, from the date the Project is sold. Within three (3) working days after being notified of such defect by Builder, Contractor shall remedy, at its own expense, any such defect, unless the defect requires emergency attention, in which case Contractor shall immediately address the defect, and Contractor shall pay any damages to Builder, Buyer or subsequent owner resulting from such defect. If Contractor fails to remedy any such defect, Builder may do so and Contractor shall be liable to Builder for all costs associated with performing such remedy. All warranties contained in this Agreement and in the Construction Standards shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.
10. **Insurance:** Even if not required by law, Contractor shall maintain, on its own and at its own expense, worker's compensation insurance and general liability insurance with limits and terms of such coverages acceptable to Builder and listed on the Certificates of Insurance provided to Builder prior to the commencement of Work. Each Certificate of Insurance shall name Builder as certificate holder and shall state that the insurance will not be canceled without thirty (30) days written notice to Builder. The certificate for the general liability policy shall name Builder and any other entity specified by Builder as an additional insured. Each of the Contractor's subcontractors, sub-subcontractors and suppliers who perform services on the Project shall be required to provide equivalent insurance coverage and Certificates of Insurance.
11. **Indemnification:** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless Builder and Owner for any liability for damages to persons or property caused in whole or in part by any act, omission, default, negligence, contractual breaches, or intentionally injurious acts by Contractor or any of Contractor's subcontractors, sub-subcontractors, materialmen, agents of any tier or employees arising from this Agreement, the Purchase Order or Construction Standards. This indemnity is a distinctly negotiated contract term, separate and apart from any other terms, and the parties further agree that One Hundred Dollars (\$100.00) of the price agreed in each Purchase Order is specifically intended to be consideration for Contractor's agreement to indemnify Builder and Owner for each Project or scope of Work. The monetary limitation on the extent of this indemnification provided to Builder and the Owner shall be in the amount of twice the Purchase Order amount or \$1 million per occurrence, whichever is greater. The obligations to indemnify under this agreement shall apply to all damages caused in whole or in part by any act or omission, of: (1)

Owner; (2) Builder; (3) Contractor; (4) any of Contractor's subcontractors, sub-subcontractors, materialmen, and agents of any tier or employees. This indemnification shall not include damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Builder or Owner, or for statutory violations or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of Contractor's subcontractors, sub-subcontractors, materialmen, agents of any tier or employees. Contractor waives its right to subrogation of any claim that actually arose, or that might arise in the performance of any Work. Contractor hereby agrees to defend and save harmless Builder from and against all claims, damages, losses or expenses (including costs and attorney's fees) made by any person claimed to be caused in whole or in part by any act, omission, default, negligence, contractual breach, or intentionally injurious act by Contractor or any of Contractor's subcontractors, sub-subcontractors, materialmen, agents of any tier or employees arising from this Agreement. It is expressly agreed and understood that Contractor's duty to defend is separate and distinct from Contractor's indemnity obligation to Builder.

12. **Dispute Resolution:** Except as otherwise provided herein, any dispute between Builder and Contractor arising out of or relating to the Agreement which cannot be resolved voluntarily must be mediated. Mediation shall be initiated by either party giving the other party written notice of its demand for mediation, which written notice shall include a description of any issues in dispute. Contractor agrees that it shall waive its right to pursue any claim for which it fails to make a written demand for mediation within thirty (30) days of the date Contractor first became aware of the issue in dispute. Mediation shall be held in Alachua County, Florida, and the parties, individually or through their respective legal counsel, shall mutually agree upon a certified mediator. The parties specifically agree that their good faith attendance at mediation is a condition precedent to the filing of any action in a court of law, or other legal or administrative action. Contractor expressly agrees to waive its right to trial by jury in any action at law, and agrees that proper venue for any legal action shall be in Alachua County, Florida. Builder reserves the right to demand trial by jury.
13. **Independent Contractor Status:** Contractor is an independent contractor of Builder and is not an employee of Builder. Contractor will withhold from its payrolls as required by law or government regulation and shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, worker's compensation, and retirement benefits that may be required by federal or state governments.
14. **Subcontractors:** Contractor agrees that it shall only engage subcontractors or sub-subcontractors to perform the Work with specific written authorization from Builder. Contractor shall require each of its subcontractors or sub-subcontractors to assume toward the Contractor all the obligations and responsibilities which Contractor owes to Builder, including indemnification of Builder and the Owner in accordance with the indemnification provision hereunder. If requested by Builder, Contractor shall provide a list of all subcontractors and sub-subcontractors and suppliers with whom the Contractor intends to engage with respect to its Work.

15. **Breach:** Contractor shall be liable to Builder for all damages arising out of or relating to breach by Contractor under the Agreement. Builder is entitled to deduct such damages from payments otherwise due to Contractor under the Agreement and to pursue Contractor for any additional damages.
16. **Termination:** If Contractor breaches this Agreement, Builder may terminate the Agreement completely or may, without terminating the Agreement, terminate Contractor from the Work on particular Projects on which such breach occurred. If Builder terminates the Agreement or terminates Contractor as permitted herein, it shall be entitled, without waiving any other claim against Contractor, to retain so much of any funds that may otherwise be due to Contractor as are necessary to remedy such breach or to complete such work through other means. Either party is free to terminate the Agreement as to future Projects with written notice prior to the commencement of Work on such Projects.
17. **Miscellaneous:**
- a. The Agreement shall be governed by and interpreted in accordance with Florida law.
  - b. The Agreement is the entire agreement between the parties and can only be modified or amended in writing.
  - c. Notices shall be in writing and shall be given in person, by email or by certified mail, return receipt requested. Notices to Contractor shall be delivered to the addresses specified on Page 1 of the Agreement. Notices to Builder shall be delivered to 300 E. University Ave., Suite 110, Gainesville, FL 32601 or construction@eastwood-homes.com.
  - d. Contractor shall immediately inform Builder of any change of its address or telephone numbers set forth above.
  - e. Each provision of the Agreement is severable from every other provision. If any provision is determined to be unenforceable, the rest of the Agreement shall remain valid and enforceable.
  - f. Contractor agrees that before sending a Notice to Owner to the property owner of the Project, Contractor agrees to provide Builder with seven (7) days advance notice of Contractor's intent to file the Notice to Owner.
  - g. Contractor may not assign this Agreement without the express written consent of Builder.
18. **Certification:** Contractor certifies that it: (a) has read the Agreement and understands it; (b) has the skills and qualifications necessary to perform the Work in accordance with the Agreement, and to otherwise comply with the Agreement; (c) has all licenses, registrations and similar governmental authorizations necessary to perform the Work and to comply with the Agreement; and (d) is familiar with all of the Construction Standards and applicable laws, rules, regulations, codes, documents and other matters mentioned in the Agreement.

ACCEPTED AND AGREED BY:

Eastwood Construction, LLC

(Company Name)

(Date)

(Signature)

Anthony Mullersman

(Print Name)

Managing Member

(Title)

(Company Name)

(Date)

(Signature)

(Print Name)

(Title)



## Invoice Instructions

- Invoice shall include project name or address, date, description, and invoice number.
- Limit one project per invoice (do not include multiple projects on the same invoice).
- Email invoices to [accounting@eastwood-homes.com](mailto:accounting@eastwood-homes.com)
- If you have questions concerning a submitted invoice, call 352-281-5441.
- Your invoice will not be processed if work has not been completed.
- If your work requires county or city inspections, these inspections must be approved prior to your invoice being processed.
- For work that has been fully completed, your company must submit an invoice by 5:00pm on Thursdays in order to receive payment by the following Thursday.
- Please note if your company will accept credit cards for payment and which cards it will accept. If your company has a credit card processing form, please submit a copy with your signed Trade Agreement.