

TERMS AND CONDITIONS

for Construction Team Members



Construction Requirements: The work of all Construction Team Members, their employees, and/or trades is expected to be performed in a good and workmanlike manner. Workmanlike quality is defined as workmanship which meets or exceeds those criteria indicated in the building codes, using materials and installation methods identified in the construction plans, Company's Scope of Work and defined by industry standards for each trade. The Construction Team Member is required to be familiar with the latest Scope of Work for its trade. A copy of the latest Scope of Work will be made available upon request. Copies of Scopes of Work and Inspection Reports may also be downloaded from the Company website.

Relationship With Homeowner: Company may, in the course of business, introduce the Construction Team Member to a Homeowner with whom Company has a relationship. The Construction Team Member recognizes and affirms that the relationship between Company and the Homeowner is important and valuable. The Construction Team Member agrees not to solicit or accept business directly from the Homeowner for a period of 90 days from the date of the introduction or the date of completion of any project initiated by Company with the Homeowner, whichever is later. This provision shall apply whether or not the Construction Team Member actually performs any work for Company on the Homeowner's project.

Inspection Reports: The Construction Team Member and a Company representative shall walk the job together and complete each section of the inspection report(s). The Construction Team Member must correct any deficiency found during the inspection and the job must be 100-percent complete before payment will be made. The Construction Team Member and a Company representative must sign-off on all sections of the inspection report(s) attesting that the job is correct and complete.

Punch-List: The site superintendent shall inspect the work of each Construction Team Member and will issue a punch-list of all items requiring correction as soon as the Construction Team Member has completed his or her work. The Construction Team Member is expected to immediately complete their punch-list so that he or she does not slow down overall construction of the home and/or the scheduling of the next trade contractor. Should the Construction Team Member not return to complete his or her punch-list within a reasonable time, the site superintendent may hire someone to complete the punch-list and the Construction Team Member will be charged for this work. The job will not be considered to be complete and no payment shall be made until all punch-list items are completed and approved by the site superintendent.

Invoicing Procedure: Invoices must be turned into the site superintendent no later than Wednesday at 4:00 p.m. Invoices will be approved and turned into the office on Friday. The Construction Team Member or their representative must sign his or her purchase order before payment will be issued. The purchase order may be used in place of an invoice to request payment.

Homeowner's Walk-Through List: Any items found on the homeowner's walk-through that require correction must be completed immediately upon notification. Time is of the essence for completing corrections on homeowner's walk-through. If any Construction Team Member does not return to correct his or her items listed on the walk-through list then someone else will be hired to make the corrections and the Construction Team Member will be back-charged and agrees to reimburse Company for costs associated with repairs.

Safety: The Construction Team Member acknowledges that it has its own Safety and Hazard-Communication program for its employees and/or trade contractors. Construction Team Member agrees to comply with OSHA and/or any other governmental agency's safety rules and regulations. Should any citations, fines, and/or penalties, etc., be incurred by

Company due to the negligence or oversight of the Construction Team Member, the Construction Team Member agrees to indemnify and reimburse Company for any and all penalties, fines, etc., incurred.

Insurance: Construction Team Member acknowledges that a requirement of working for Company is for the Construction Team Member to have current Worker's Compensation and General Liability Insurance at all times, naming Company as ADDITIONAL INSUREDS. The Construction Team Member agrees to indemnify Company and to be responsible for any claims, expenses, or litigation arising from any claim made against Company due to any injury of the Construction Team Member's employee or trade contractor for any worker's compensation claim. The Construction Team Member also agrees to indemnify Company and be responsible for any claims, expenses, or litigation arising from any claim made against Company due to the workmanship, equipment, or materials supplied by the Construction Team Member.

Purchase Order Number: No invoice shall be paid that does not include the purchase order number for the job. The preprinted Work Order issued by Company may be used as an invoice.

Cleanliness: The Construction Team Member is responsible for leaving the work area clean and free of debris. If it is necessary for Company to remove debris left by the Construction Team Member, the Construction Team Member will be assessed a clean-up fee of \$100.00. The site superintendent or other Company representative will designate an area for all building debris and trash. Such area may be a dumpster or a designated trash pile on the lot.

Trash, such as lunch or snack trash, is not to be thrown on the floor of the house, in the basement or anywhere on the jobsite. All such trash must be placed in the designated trash receptacle.

Port-a-johns are provided on all job developments. Any person found using sinks, tubs, commodes that are not hooked up, ductwork, closets, etc., as a toilet will be fined \$100.00 and will not be allowed back on any of Company's jobsites. It is the responsibility of the Construction Team Member to impress on its employees and trade contractors that this offensive habit of using any area as a toilet facility will not be tolerated.

No smoking is allowed in any house after exterior sheathing is installed.

Warranty: All work is to be guaranteed for one (1) year from date of sale and/or closing of the house. The Construction Team Member agrees to abide by the warranty coverage requirements and time period as they pertain to its trade.

Drug-Free Workplace: Company is a drug-free workplace. The use of any controlled substances (drugs) or alcohol on any Company's jobsite is not permitted. Should the Construction Team Member or its employees be found to be in possession of either drugs or alcohol on any jobsite, the Construction Team Member will be requested to leave the jobsite and will not be allowed to return to work until the problem is corrected to the satisfaction of Company.

Pricing/Change Orders: All work is quoted and priced per model. Payment will be made per the price listed on the purchase order. Any change order will be priced per change order. No additional work will be considered, allowed, or paid other than that priced on the purchase order. Should the Construction Team Member be requested to perform any additional work the Construction Team Member must request an additional purchase order from the site superintendent.

Damage and/or Wastefulness of Materials: Damage to materials and installed items such as carpet, vinyl, fixtures, etc., caused by negligence on the part of the Construction Team Member or its employees will result in back charges for the amount necessary to replace or repair the item. Wastefulness of materials by the Construction Team Member will result in the cost of that material being deducted from payment due the Construction Team Member.

I, _____, agent for _____,

have read and fully understand the above **Terms and Conditions**, and I hereby agree, for myself and for the Construction Team Member, to perform all work in accordance with the above.

Date: _____

Signed: Construction Team Member (or agent)