

**Terms & Conditions**

1. The Subcontractor agrees to perform his work as directed by the contractor so that the entire project may be completed on or before the project completed date shown.
2. The Contractor agrees to pay the Subcontractor for the performance of his work the total amount shown, to be paid in pro-rata progress payments in accordance with the General Contract within 10 days after the date Contractor receives the related payment from the Owner. Subcontractor to provide appropriate lien waivers as a condition to payment.
3. The Contractor as the Subcontractor agree to be bound by a. The terms of the General Contract, General Conditions, Drawings and Specification, all of which documents are on file in the Contractor's office and are by this reference incorporated herein, and b. by the Terms of this Agreement.
4. Subcontractor shall have at all times competent supervision acceptable to the contractor present on the job site.
5. Subcontractor shall notify the Contractor when performing work on the job site, and further agrees not to suspend or interrupt operations prior to full completion and acceptance without the express permission of the Contractor.
6. Subcontractor agrees to coordinate all work with other trades as not to delay or hinder the progress of this contract.
7. Contractor reserves the right to make changes or alterations in the work at any time prior to final completion.
8. Subcontractor shall pay when due, bills for all charges in connection with the work. When requested by the Contractor, Subcontractor shall furnish lien waivers. Receipted bills and releases therefore showing payment in full.
9. If the Subcontractor should refuse or fail to supply sufficient skilled workmen or material or labor or otherwise fail to perform or disregard laws, ordinances, or instructions of the Contractor or otherwise be in default of any provision of this contract or the General Contract, then, the Contractor may, three days after mailing of written notice of such act or acts to the Subcontractor at the address shown hereinabove, terminate this contract and take possession of the job site and all materials and complete the work covered by this contract by any method Contractor may deem expedient, in such case, the Subcontractor shall not be entitled to any further payment until the work is completed, and the unpaid balance, if any, shall be applied against the cost of completion. If the cost of completion should exceed the amount of the unpaid balance, the Subcontractor shall, upon written notice thereof, forthwith pay the amount of such excel to the Contractor and all legal fees and costs incurred in the enforcement or collection of this enforcement of this provision.
10. The Subcontractor shall defend, indemnify and hold Contractor harmless from all claims, liens, liabilities, loss damages, costs and expenses including attorney's fees arising from or relating to a. labor performed and materials furnished on the job by, through or under Subcontractor, b. damage or injury to and person or property caused by or resulting from Subcontractor's performance of the work, and c. Subcontractor's default or breach of any terms, obligations, covenants or representations of or in this contract or in the General Contract as it relates to the work hereunder.
11. Subcontractor to furnish personal ID number or social security number on the completed W-9 and confirmation of exemption from backup withholdings.
12. The Subcontractor shall pay all taxes, viz; sales, use, transportation etc. and make and pay all contributions and taxes for Unemployment Insurance and Old Age Retirement Benefits, annuities or pensions for its works. Subcontractor shall maintain the following limits of coverage: Workmen's Compensation in accordance with law; general liability or not less than \$1,000,000 per occurrence per location, and Owned and Non-owned Automobile Liability of not less than \$1,000,000 per occurrence. All certificates of insurance must be in the Contractor's office prior to any work being performed at the project site. All policies shall be written with insurers acceptable to the Contractor and each insurance carrier shall at all times have a policyholder's rating of not less than 'A+', Class X" in the most current of the A.M. Best Company Rating Guide. All policies shall include the following additional insured's The Edge Construction Co. and the respective directors, members, officers, partners, agents and employees of all the foregoing and any successor or assignee thereof and any successor or assignee thereof of any member of such partners, members, managers, officers, agents, and employees and any successor or assignee thereof."
13. This is a personal performance contract and Subcontractor shall not assign nor sublet all, or any portion of, the work without Contractor's written consent.
14. No payment shall be due for any extra work without written consent of Contractor.
15. All invoices will be paid Net 30 within the pay period following receipt, providing that payment has been made with respect thereto by owner to The Edge Construction Co. The Edge Construction will only accept original invoices. Faxed invoices are not acceptable. All invoices must clearly note the project name, location and work performed. All change orders must be invoiced separately. Payments will not be forwarded to recipient until The Edge Construction has received a valid certificate of insurance, executed waivers and Federal ID.
16. Without exception, The Edge Construction superintendents are not authorized to issue/approve change orders. Do not commence any additional work without the prior written receipt of a change order executed by a The Edge Construction Project Manager. Change Orders will not be paid without an executed The Edge Construction Change Order issued prior to the commencement of extra work.
17. Subcontractor must send a list of the three major suppliers that he uses for materials or services.
18. The payment of progress payments to the Subcontractor shall not be construed as acceptance of the work, and the entire work is to be subject to inspection and approved by the owner and/or architect at the time when the General Contract is completed.

19. This contract when signed by all parties herein named shall be binding upon and inure to the benefits of the parties hereto, their heirs, successors and assigns.
20. Subcontractor shall comply with all applicable laws, acts, codes and regulations of any governing authority having jurisdiction over the project, including without limitation the Occupational Safety and Health act of 1970.
21. Final completion shall mean the date when all work under the General Contract is completed for the use intended and the written satisfaction of the Architect, Engineer, Jurisdictional Building Authorities and owner has been obtained by the Contractor.
22. Each Subcontractor will clean up and remove from the site debris caused by his work. If the Subcontractor fails to clean up after himself, Contractor will clean up and remove such debris and said costs shall be paid by the Subcontractor or deducted from sums due and owing the Subcontractor including all legal fees and costs.
23. The Subcontractor shall call for compliance and meet all jurisdiction inspections of their work as required and shall inform Contractor upon approval of these inspections.
24. The Subcontractor warrants that all work and materials shall be new and free from defects, and performed in a good and workmenlike manner, for a period of one year from date of final completion, or such longer period specified on the reverse side of this agreement or as called for in this project specifications.
25. In the event Subcontractor is a corporation, the undersigned, individually and personally, represents and warrants that the corporation is in good standing as required by law, that the corporation's address as shown is proper for the acceptance of notices and service, and that the corporation is ready, willing and able to fully perform all the terms of this agreement; If any of those representations are otherwise, the undersigned, individually and personally, hereby agrees to be responsible for all the terms of this agreement and the performance and/or breach thereof.
26. Subcontractor shall notify Contractor in writing of any claims within five (5) business days of when Subcontractor know or should have known of such claims and all claims for which such notice is not given shall be deemed waived.
27. Subcontractor shall strictly comply with deadlines applicable to the work and the time frames set forth in this contract. Time is of the essence.
28. In the event the Subcontractor defaults in any provision under this agreement Subcontractor shall be liable to Contractor for any and all legal fees, costs or other expenses incurred in the enforcement of this agreement.
29. This agreement shall be governed by the laws of the State of the Project Location, without regard to conflicts of laws rules.
30. The invalidity of any provisions of this agreement shall not affect the validity of any other provision herein.
31. This agreement embodies the entire agreement between the parties and there are no conditions or terms, oral or otherwise, other than contained herein. Any modifications shall be in writing. Subcontractor agrees that it has not relied on representations of Contractor except as expressly set forth herein.

Accepted:

Date:

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