

TRADE CONTRACTOR AGREEMENT

Business Name: _____

Daniel Builders Inc. Mission Statement:

Build relationships of trust by continuously delivering a world class renovation experience, characterized by unwavering integrity and unmatched value.

As a **Trade Contractor** for Daniel Builders LLC your role is vital in accomplishing this mission.

AGREEMENTS

1. Perform work in a timely manner Completing work when agreed upon is imperative. A **Trade Contractor** must arrive at the work site each day at their scheduled time – not early or late. Failure to arrive when scheduled (early or late) is only acceptable in the case of a true emergency. Communicate and reschedule a work delay immediately with Daniel Builders LLC.
2. Communication Unanswered phone calls from Daniel Builders LLC (including calls going to voice mail or answering machine) MUST be returned within four (4) business hours. Unexpected issues which hinder job performance MUST be immediately communicated to Daniel Builders LLC.
3. Perform all work according to codes All work performed a **Trade Contractor** must meet local codes. The **Trade Contractor** is expected to know and practice all local trade codes.
4. Warranty of workmanship Daniel Builders LLC provides a lifetime warranty on all workmanship to clients. Daniel Builders LLC expects their **Trade Contractor** to provide a minimum of a three (3) year warranty on their workmanship.
5. Up-to-date business & trade license. A **Trade Contractor** must maintain an appropriate business license within the job site's municipality. The **Trade Contractor** is also required to maintain appropriate and current trade licenses.
6. Workplace housekeeping Worksites must be clean, organized and safe at the end of each workday. This means removing all debris from the site or putting it in the appropriate place (i.e., dumpster, trash bags, specified area, etc.). In addition, all materials and/or tools remaining onsite must be left each evening in an organized fashion. Clean shoes or covers are to be worn in all finished areas. Minimize any and all inconveniences to our clients.
7. Music Loud or inappropriate music (as deemed by Daniel Builders LLC or their client) is not permitted.
8. Insurance. See Addendum A: Insurance Requirements for **Trade Contractors**.
9. Smoking. Only cigarette smoking is permitted on Daniel Builders LLC worksites. All cigarette butts must be disposed of properly (i.e., NOT left on the ground). Absolutely NO smoking is permitted in a client occupied home. No smoking is permitted in vicinity of any onsite worker requesting a smoke free environment. Lastly, no smoking is permitted when a Daniel Builders LLC client requests a complete smoke free environment.

TRADE CONTRACTOR AGREEMENT (continued)

10. Drugs and alcohol. The use of illegal drugs or any alcoholic drink will not be tolerated on a Daniel Builders LLC worksite. This policy is strictly enforced and would cause immediate termination of contract or agreement.
11. Safety. The **Trade Contractor** is responsible for ensuring the safety of their employees and others in their work vicinity. This means using proper safety equipment and always following accepted safety procedures. Daniel Builders LLC reserves the right to enforce any appropriate safety procedure/policy in regard to any person or group working for Daniel Builders, Inc. on one of their worksites.
12. Dress. **Trade Contractor** employees must present themselves in a professional manner. Dress and general appearance should be modest and non-offensive. Determining appropriate dress and appearance is ultimately left to the discretion of Daniel Builders LLC.
13. General behavior & language. Inappropriate behavior and language will not be tolerated in the presence of our clients. Bringing any type of gun (concealed or otherwise) into any client's (potential or active) home is strictly forbidden. Complaints received from our clients regarding behavior or language is cause for immediate termination of contract or agreement. Saturday or Sunday work must be approved by the Daniel Builders LLC Project Manager. Usage of our clients' appliances, equipment, tools, etc. is strictly prohibited.
14. Interaction with Daniel Builders LLC client. Daniel Builders LLC clients must be always treated with utmost respect and professionalism. Disrespect towards a Daniel Builders LLC client is cause for immediate termination of relationship with **Trade Contractor**. Additionally, a **Trade Contractor** must recognize and respect the exclusive relationship Daniel Builders LLC has with its clients. Should a Daniel Builders LLC client approach the **Trade Contractor** for additional work or a change in work, the **Trade Contractor** must direct the client to contact Daniel Builders LLC. A **Trade Contractor** must view Daniel Builders LLC as *their* client and agree to do no direct work for a client of Daniel Builders LLC for at least one year after completion of a current project. Also, the **Trade Contractor** should never discuss work related problems or issues with a Daniel Builders LLC client before first discussing with Daniel Builders LLC.
15. Quotes & Payments. **Trade Contractor** quotes must be in writing. Verbal quotes are not accepted. All quotes must be honored through the completion of the project. Payments are issued only after a written invoice is submitted by the **Trade Contractor** and approved by Daniel Builders LLC. Invoices are paid net 15 days, unless otherwise agreed upon.
16. W-9's. **Trade Contractors** are required to submit a valid W-9 every January or if status of business changes.

I have read and will abide with above agreement and attached Addendum.

Name: _____

Title: _____

Signature

Date



Addendum A: Insurance Requirements for Trade Contractors

The Trade Contractor, at their own expense, shall obtain and maintain in full force and effect, without interruption during the term of this Agreement, the following minimum levels of insurance:

1. Workers' Compensation. Workers' Compensation insurance covering the legal liability of Daniel Builders LLC and its **Trade Contractors** under the applicable Workers' Compensation or Occupational Disease laws. The **Trade Contractor** shall also obtain a minimum of \$500,000 of Employers' Liability insurance.
2. Commercial General Liability. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Trade Contractor who may be engaged in the work, for claims for personal injuries (including death) and property damage resulting therefrom arising out of the services to be performed by the **Trade Contractor**, in an amount not less than \$500,000 for any one occurrence, \$1,000,000 general aggregate (subject to a per project general aggregate provision), \$1,000,000 Products/Completed Operations aggregate limit.
 - a. Commercial General Liability insurance shall be obtained and shall include coverage for ongoing and products/completed operations.
 - b. Daniel Builders LLC as well as its directors, officers and employees shall be named as additional insureds on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement.
3. Automobile Liability. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the **Trade Contractor** who may be engaged in the services and caused by vehicles licensed for public road use used by the **Trade Contractor** in an amount not less than \$300,000 combined single limit. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment.
4. The "additional insured" insurance coverage provided by the **Trade Contractor** for the Daniel Builders LLC shall be primary and non-contributory, as respects work on this project for Daniel Builders LLC, its directors, officers, and employees.
5. Any insurance or self-insurance maintained by Daniel Builders LLC shall be excess of the **Trade Contractor's** insurance.
6. All certificates of insurance must be provided by **Trade Contractor** to Daniel Builders LLC prior to **Trade Contractor** work begins.
7. The **Trade Contractor**, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements prescribed by Addendum A
8. The **Trade Contractor** hereby waives and relinquishes any right of subrogation against Daniel Builders LLC and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act.
9. **Trade Contractor** shall require its insurer to notify Daniel Builders LLC thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies.
10. To the extent that the **Trade Contractor** utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses shall be assumed by the **Trade Contractor**.
11. Insurance shall be placed with insurers with an A.M. Best rating of not less than A-.