



Subcontractor Onboarding Requirements

1. Subcontract Agreement: *Signed and initialed by both parties. (15 pages)*
2. H&H Exteriors Disclaimers: *Signed and initialed by Subcontractor.*
3. Copy of W-9 Tax Form
4. Copy of COI (With our company listed as Additional Insured with Primary Noncontributory & Waiver of Subrogation - SEE SAMPLE ATTACHED
Certificate Holder Info:
H&H Exteriors Inc. 2922 Plantation Drive Carpentersville, IL 60110)
5. Copy of Driver’s License or State Issued ID and a copy of current Auto/Driver’s Insurance
6. Copy of Professional License (Only required for Roofing Contractors in Illinois.)
7. Advise the number of employees you have working for you

INVOICES MUST BE SUBMITTED TO: hhexteriorsinc@gmail.com

Subject Line to include: Job# / Date of Build Completion

- Invoices must be submitted **within 24-48 hours** after completion of the job.
- Pictures of the build must be submitted **within 24-48 hours** to H&H Exteriors Inc. CRM or sent to the email listed above.

SUBCONTRACTOR CONTACT INFORMATION

1. Name: _____
2. Phone: _____
3. Email: _____
4. Mailing Address: _____

Business Point of Contact: Name: _____

Phone: _____

Email: _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



DIRECT DEPOSIT

Company Name: H&H Exteriors Inc. ☎ 708-650-3820 ✉ hhexteriorsinc@gmail.com

Direct Deposit Authorization Information

IMPORTANT! Please read and sign before completing and submitting.

I hereby voluntarily authorize [H&H Exteriors Inc.] (hereafter "Company"), either directly or through its payroll or payment service provider, to deposit any amounts owed to me by initiating credit entries to my account(s) at the financial institution(s) of my choice (hereafter "Bank") indicated on this form.

I authorize the Bank to accept and to credit any credit entries indicated by the Company, either directly or through its payroll or payment service provider, to my account. To the extent permitted by law, in the event that the Company or its payroll or payment service provider deposits funds erroneously into my account(s), I authorize the Company to debit my account for an amount not to exceed the original amount of the erroneous credit.

To the extent permitted by law, I understand that I have the right to refuse consent or revoke authorization of direct deposit at any time without fear of retaliation, and I have the right to receive any payment owed to me by other means. This authorization is to remain in full force and effect until the Company and the Bank have received written notice from me of its termination in such time and manner as to afford the Company and the Bank reasonable opportunity to act on it.

By signing below, I certify that I am either an Employee or an Independent Contractor/ Subcontractor of the Company.

Legal Name: _____
(Last Name, First Name, Middle Initial)

Signature: _____ Date: _____

Business Name: _____
(If Applicable)

Direct Deposit Authorization Information

Bank Name: _____

Routing#: _____ Account#: _____

Choose only one account type:

Checking Savings



H&H Exteriors Inc. Disclaimers

By initialing these statements, you are agreeing to abide by our disclaimers.

You will receive a copy of these on every work order.

Subcontractor's Initials: _____ Please review and respond to this email which will serve as notice that you agree to these terms and the price offered within. If you do not respond, you agree to the price presented by H&H Exteriors Inc.!

Subcontractor's Initials: _____ Must be on-site on the build date scheduled. If not, a 24-hour notice for a rescheduled date is required. H&H Exteriors Inc. may reschedule with a different crew at our discretion. Failure to show up on the scheduled date either early or late will result in a fine to be deducted from the crew.

Subcontractor's Initials: _____ All unforeseen labor/material costs must be presented to H&H Exteriors Inc. before those additional costs are incurred. If they are completed without being agreed to, H&H Exteriors Inc. is not obligated to pay for said work. If agreed to, the additional costs may be paid at a later date, at our discretion.

Subcontractor's Initials: _____ Photos of all work (before and after) are required, to be submitted to H&H Exteriors Inc. CRM, for full payment, within 2 days of completion. If proper photos are not included, by the time the Subcontractor submits their invoice, H&H Exteriors Inc. will deduct \$100. One-time \$75 trip fees and \$150 dump fees will only be paid when H&H Exteriors Inc. receives a copy of the receipts. If dump receipts are not turned in at the time of invoicing, H&H Exteriors Inc. will deduct the cost of \$150.00.

Subcontractor's Initials: _____ All photos and invoices must be sent to hhexteriorsinc@gmail.com or H&H Exteriors Inc. CRM, where applicable, or H&H Exteriors Inc. may reduce said invoice at their discretion.

Subcontractor's Initials: _____ H&H Exteriors Inc. requires all OSHA safety standards to be met at all times while on-site

Subcontractor's Initials: _____ If OSHA standards are not being met H&H Exteriors Inc. may enforce fines or remove said crew from the job site.

Subcontractor's Signature: _____ **Date:** _____

See the back for general OSHA training videos, OSHA Fall Protection Policies for Residential Construction, and Inspection Process- OSHA.



General page of all training videos

<https://www.osha.gov/video/#construction>

<https://www.osha.gov/vtools/construction/reroofing-fnl-eng-web>

<https://www.osha.gov/vtools/construction/skylight-fnl-eng-web>

OSHA Fall Protection Policies for Residential Construction

<https://www.youtube.com/watch?v=tRIKIPxKvag>

Inspection Process- OSHA

<https://www.youtube.com/watch?v=HA6bixDzeLY>



SUBCONTRACT AGREEMENT

H&H Exteriors Inc. (the “Contractor”), located at 264 W. Fullerton Ave. Addison, IL 60101, hereby enters into this Subcontract Agreement (the “Subcontract”) with _____ (the “Subcontractor”) located at _____, regarding the Subcontractor’s furnishing of all labor, materials, goods and/or other work.

<p><u>SCOPE OF WORK</u></p> <p>Subcontractor shall provide all necessary labor, tools and equipment to complete the following work on the Property in a good and workmanlike manner and in accordance with all applicable building codes and laws, the following Terms and Conditions and any Project Documents as hereinafter defined (the “Work”):</p> <ul style="list-style-type: none"> - all necessary labor, tools and equipment necessary to remove and replace the roof on the Property, including all vents, flashings, soft metals, other material or labor required to fulfill the job assigned; and - fully and completely clean the jobsite on the Property so that there is no construction debris of any kind left behind. <p>Acceptance of the Work is expressly conditioned up inspection of the Work by Contractor and Property Owner identified above (the “Owner”). Subcontractor shall immediately repair and/or replace, at Subcontractor’s own cost and expense, including the cost of any materials necessary for such repair and/or replacement, any or all portions of the Work that, upon inspection, are not approved by Contractor and Owner. Acceptance of the Work by Contractor and Owner is an express condition to Subcontractor’s entitlement to payment under this Subcontract.</p> <p>EXCLUSIONS (if any)</p> <p>All materials necessary for the performance of the Work shall be provided by the Contractor and shall not be the responsibility of Subcontractor.</p>		
<p><u>SUBCONTRACT AMOUNT</u></p> <p>In consideration of Subcontractor’s performance of the Work in accordance with the Terms and Conditions of this Subcontract and subject to acceptance of the Work by Contractor and Owner, which Subcontractor agrees is an express condition precedent to Subcontractor being entitled for to any payment for the Work, Contractor agrees to pay Subcontractor the sum agreed upon for each job assigned, upon Subcontractor’s completion of the Work and in exchange for fully executed complete and final waivers of lien from Subcontractor and any entities engaged by Subcontractor for the performance of the Work, including any repair and/or replacement thereof.</p>		
<p><u>SCHEDULE OF WORK</u></p> <p>Sub contractor must respond to scheduling email. If subcontractor does not respond they are subsequently agreeing to the price as presented by H&H Exteriors Inc. Subcontractor shall commence the performance of the Work on the date assigned and shall complete all of the Work required under this Subcontract in a timely manner (the “Schedule of Work”).</p>		
<p><u>INVOICES & PAYMENTS</u></p> <p>Subcontractor shall submit invoices to H&H Exteriors Inc. via hhexteriorsinc@gmail.com and shall also upload completed job photos to H&H Exteriors Inc. CRM, no later than 2 days after the job is finished. H&H Exteriors Inc. will not issue a check for payment if there is a previous check outstanding.</p> <p>Services must be completed 3 days after it is sent, if it's not completed or scheduled, we have the right to fix issue and dock you for any expenses.</p>		
<p style="text-align: center;">ACCEPTANCE OF SUBCONTRACT AGREEMENT</p> <p>Contractor and Subcontractor hereby enter into this Subcontract Agreement, subject to the Terms and Conditions of Subcontract Agreement appearing on the following pages hereof and any Project Documents (as defined in Section 1.2 of such Terms and Conditions of Subcontract Agreement), such materials, goods and/or other work described herein to be performed and/or furnished as specified in the contract entered into between Contractor and Owner (the “Prime Contract”).</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>CONTRACTOR: H&H Exteriors Inc.</p> <p>Authorized Party Signature: _____</p> <p>Authorized Party Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> </td> <td style="width: 50%; border: none;"> <p>SUBCONTRACTOR: _____</p> <p>Authorized Party Signature: _____</p> <p>Authorized Party Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> </td> </tr> </table>	<p>CONTRACTOR: H&H Exteriors Inc.</p> <p>Authorized Party Signature: _____</p> <p>Authorized Party Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SUBCONTRACTOR: _____</p> <p>Authorized Party Signature: _____</p> <p>Authorized Party Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>CONTRACTOR: H&H Exteriors Inc.</p> <p>Authorized Party Signature: _____</p> <p>Authorized Party Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SUBCONTRACTOR: _____</p> <p>Authorized Party Signature: _____</p> <p>Authorized Party Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	

TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENT



TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENT

1. PERFORMANCE OF THE WORK.

1.1 Subcontractor's Work. Subcontractor shall execute the Work, including all work and the furnishing of all supervision, labor, wages, materials, layout, hoisting, tools, equipment, supplies, shop drawings, samples, insurance and all items of expense and other things necessary for the construction and completion of the work described herein and work incidental thereto (the "Work"), in strict accordance and full compliance with the Terms and Conditions of this Subcontract Agreement and any Project Documents, as defined in Section 1.2 hereof (collectively the "Subcontract"). The Work is not limited by any titles on the drawings or headings in this Subcontract, it being the intention of Contractor and Subcontractor (collectively the "Parties") that all work customarily performed with the Work shall be performed by Subcontractor, including any and all items and services consistent with, contemplated by and reasonably inferable from this Subcontract, whether or not such items and services are specifically mentioned herein. Subcontractor agrees to take and be responsible for all field measurements, layout, elevations, and grades involved in the performance of this Subcontract. All of the Work shall be performed at the Property. Contractor makes no warranty either expressed or implied as to the sufficiency of information and/or documents furnished by Owner.

1.2 Project Documents. Subcontractor hereby certifies and agrees that it has examined all plans, drawings, specifications, work sites, and other documents prepared by Owner or its design professionals for the entire Work, of which the Work covered by this Subcontract is a part (the "Project Documents"), and that it and its sub-subcontractors agree to be bound to Contractor by the terms of this Subcontract and all of the Project Documents, which are incorporated into and made a part of this Subcontract. Subcontractor has reviewed the Project Documents in advance of the execution of this Subcontract, which shall be construed as supplementing one another, provided, however, if a provision of the Project Documents is inconsistent with a provision of this Subcontract, this Subcontract shall govern. Any error, ambiguity, inconsistency or omission therein, of which Subcontractor had, or should have had knowledge may not be a basis for an increase in the Subcontract Amount or time to perform the Work. If inconsistencies or omissions exist in the Subcontract, of which the Subcontractor did not have and should not have had knowledge before execution of this Subcontract, it shall be the duty of the Subcontractor to notify the Contractor, in writing thereof within seventy-two (72) hours of the discovery of such inconsistencies or omissions. Upon receipt of said notice, Contractor shall instruct Subcontractor as to the actions to be taken. All notifications, requests, invoices, photos and job-related documents must be submitted to hhexteriorsinc@gmail.com or Contractor's CRM, where applicable, and no other way submitted to the Contractor.

1.3 Project Site. Subcontractor must be on-site on the build date scheduled. If not a 24-hour notice for a rescheduled date is required. H&H Exteriors Inc. may reschedule with a different crew at their discretion. Failure to show up to a scheduled date either early or late will result in a fine to be deducted from the Subcontractor. Subcontractor warrants that it has visited and examined the Property on which the Work (the "Project") is to be performed and is fully familiar with the climatic and physical conditions under which the Work is to be performed, and that it shall make no claim for extra work on account of existing site conditions and hereby assumes full responsibility for the performance of the Work in a manner adequate to meet conditions encountered. Subcontractor shall be responsible for all materials delivered and work performed until completion and acceptance of the Work by Contractor and Owner, and upon completion, the Work shall be delivered and turned over to Contractor complete and undamaged.

1.4 Compliance with Laws. In performing the Work, Subcontractor shall comply with all laws and ordinances, give timely and proper notices, and secure and pay for all necessary permits, licenses, inspections, tests and bonds required for the Work performed under this Subcontract. Any general building permits shall be obtained and paid for by others. Subcontractor shall promptly notify Contractor in writing if any of the Project Documents violate the requirements of any applicable law, ordinance, rule or regulation. In addition, Subcontractor agrees to furnish such drawings and data pertaining to the Work as Contractor may specify or require from time to time. Contractor shall approve drawings and data furnished by Subcontractor.

1.5 Coordination of Work. Subcontractor shall perform the Work in strict compliance with the plans, specifications, and in accordance with the Schedule of Work for the total Subcontract Amount. Subcontractor shall perform the Work in a manner that

TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENT

Page 2 of 15 Contractor Initials: _____

Subcontractor Initials: _____



will enable Contractor to perform all of the work to be performed by Contractor and Subcontractor in accordance with the Schedule of Work. Subcontractor shall conform to the Schedule of Work and all revisions or changes reasonably made thereto by Contractor. Subcontractor shall prosecute the Work in a prompt and diligent manner in accordance with the Schedule of Work without delaying or hindering Contractor's work or the work of other contractors and subcontractors on the Project. In the event Subcontractor fails to maintain the Schedule of Work, it shall, without additional compensation, accelerate the Work until the Work is in accordance with the Schedule of Work. **If a subcontractor hires any additional help on a H&H Exteriors Inc. Job site to assist with the work, H&H Exteriors Inc. must be informed and lien waivers from all parties must be obtained before final payment is made for the completed contracted job. If the subcontractor does not provide the information for the additional help hired the subcontractor can be fined heavily and/or no longer receive work from H&H Exteriors Inc.**

1.6 Mutual Obligations. Subcontractor assumes toward Contractor all the obligations, risks and responsibilities that Contractor has assumed toward Owner under the contract between Contractor and Owner (the "Prime Contract"), and Subcontractor is bound to Contractor by those obligations in the same manner as Contractor is bound to Owner. In addition to Contractor's rights and remedies in this Subcontract, Contractor shall also have the benefit of all rights and remedies against Subcontractor which Owner, under the Prime Contract, have against Contractor. However, Subcontractor's rights against Contractor (as opposed to Subcontractor's obligations, risks, responsibilities and limitations) shall be limited solely to the rights and remedies provided to Subcontractor under this Subcontract without regard to any rights and remedies afforded by the Prime Contract. Contractor may require Subcontractor to enter into agreements with sub-subcontractors to perform portions of the Work of this Subcontract, by which Subcontractor and the sub-subcontractors are mutually bound, assuming toward each other all obligations and responsibilities which Contractor and Subcontractor assume toward each other and having the benefit of all rights and remedies and means of redress each against the other which Contractor and Subcontractor have by virtue of the provisions of this Subcontract. Subcontractor shall include the terms of this Subcontract in every sub-subcontract executed between Subcontractor and a sub-subcontractor so that these terms will be binding upon Subcontractor's sub-contractors.

1.7 Project Harmony. Subcontractor, and its sub-subcontractors and suppliers, shall not use any labor, materials or work methods which may, or shall, cause strikes, secondary boycotts, work stoppages or slowdowns, or labor disturbances of any kind or nature to the Project. Subcontractor, and its sub-subcontractors and suppliers, further agree to comply with all labor laws and work regulations applicable to the Work and to refrain from engaging in any conduct, or in employing any labor, which may or shall, result in Contractor being in violation of a provision or provisions of any labor agreement to which it is a party. Subcontractor warrants that it has posted bonds with any unions to which it is signatory and will notify Contractor of any delinquency in its contributions to the unions. Upon receipt of notice from Contractor that Subcontractor, or its sub-subcontractors and/or suppliers, are in violation of any of the above-specified prohibitions and requirements, Subcontractor shall immediately cease such violations and, if they are the violations of its sub-subcontractors and/or suppliers, it shall immediately cause its sub-subcontractors and suppliers to cease such violations. Subcontractor agrees to defend, indemnify and hold Contractor harmless from and against any and all claims, liabilities, losses and expenses (including, but not limited to, attorneys' fees and court costs), of every kind and description which are asserted against Contractor, or which Contractor may incur or sustain by reason of such violations. If any union seeks and receives any payment from Contractor or any sum (including, but not limited to, fringe benefits) to be paid on behalf of an employee or agent of Subcontractor, or on behalf of Subcontractor's sub-subcontractors or suppliers, in connection with the performance of any of the Work under this Subcontract, then Subcontractor shall pay any such sum to Contractor within ten (10) days from the date of a written notice from Contractor to Subcontractor for payment.

1.8 Independent Contractor. Subcontractor shall operate as an independent contractor and not as an employee or agent of Contractor. No personnel furnished by Subcontractor shall be deemed, under any circumstances, as agents, employees or servants of Contractor or Owner. Further, Subcontractor is not, and shall not, be deemed to be a third-party beneficiary of any of the Prime Contract or any other agreement relating to the Project. Upon Subcontractor's written request, Contractor shall furnish a copy of any part of the Prime Contract and Subcontractor agrees to reimburse Contractor for the cost of reproduction.

2. SCHEDULE OF THE WORK.

2.1 Time is of the Essence. Subcontractor will proceed with the Work in accordance with the Schedule of Work, as amended by Contractor from time to time. Contractor shall have the right to direct the sequence and pace of the Work, without monetary compensation to Subcontractor. Subcontractor shall supply sufficient labor, equipment and material to enable Contractor,

TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENT

Page 3 of 15 Contractor Initials:_____

Subcontractor Initials:_____



Owner and all other subcontractors to complete the construction in the time required by the Prime Contract. Subcontractor shall furnish to Contractor in such detail and as often as required, full reports of the progress of the Work irrespective of the location of such work. TIME OF SUBCONTRACTOR'S PERFORMANCE IS OF THE ESSENCE. All unforeseen labor and or material costs must be presented to H&H Exteriors Inc. prior to those costs being incurred. If they are completed without being agreed to, H&H Exteriors Inc. is not obligated to pay for said material and or labor. If agreed to, the additional costs may be paid at a later date at our discretion.

2.2 Submittals. Subcontractor shall be responsible for and will prepare for performance of the Work, including, without limitation thereto, the submission of shop drawings, samples, tests and field dimensions, the determination of labor requirements, and the ordering of materials as required to meet the Schedule of Work. Photos of all work, before and after, are required for full payment within 2 days of completion. If proper photos are not included, by the time Subcontractor submits their invoice, H&H Exteriors Inc. will deduct \$100. One-time \$75 trip fees and \$150 dump fees will only be paid when H&H Exteriors Inc. receives a copy of the receipts. If dump receipts are not turned in at the time of invoicing, H&H Exteriors Inc. will deduct the cost of \$150.00. All photos and invoices must be sent to hhexteriorsinc@gmail.com or Contractor's CRM, where applicable, or H&H Exteriors Inc. may reduce said invoice at their discretion.

2.3 Owner-Furnished Items. Subcontractor agrees to assist Owner and Contractor in the expediting and tracking of the Owner furnished items that Subcontractor is to install to ensure that their delivery coincides with the Schedule of Work.

3. ITEMS TO BE FURNISHED BY CONTRACTOR.

Contractor shall furnish the following items: each contractor responsible for furnishings per job order.

4. PAYMENT.

4.1 Compensation and Payment. Contractor shall pay Subcontractor the Subcontract Amount if all of the Work is performed by Subcontractor to the satisfaction of Contractor and Owner, provided Contractor has received payment from Owner for Subcontractor's performance of the Work. Subcontractor agrees to accept the Subcontract Amount as full compensation for the performance of all Work required under this Subcontract. The Subcontract Amount shall be a firm sum. Any increase in the cost of labor, equipment, materials or general conditions during the performance of the Work by Subcontractor shall be the sole responsibility of Subcontractor. Subcontractor waives any and all claims for additional compensation because of any new duties or taxes or any increase in existing duties or taxes. Subcontractor shall not receive compensation, in addition to the Subcontract Amount, for the performance of any extra or additional work, unless prior to the performance of such work, Subcontractor shall have obtained a written Subcontract Change Order (defined hereinafter in Section 6.1) acceptable to and signed by Contractor and Owner. Payments received by Subcontractor shall be held in trust by Subcontractor and shall be used solely for payment of all labor, materials, equipment, services and all other obligations incurred by Subcontractor in connection with Subcontractor's performance of the Work and shall not be used for any other purpose by Subcontractor until all obligations of Subcontractor in connection with Subcontractor's performance of the Work are satisfied in full. Payment of the Subcontract Amount shall constitute a waiver of all claims by Subcontractor relating to the Work. All of Subcontractor's obligations pursuant to this Subcontract shall be preserved notwithstanding payment of the Subcontract Amount or termination of this Subcontract. All invoices, compensation requests, photos, documentation and related items are to be emailed to hhexteriorsinc@gmail.com or Contractor's CRM, where applicable. Submitting said documents to any other email or in any other medium then specified will not be accepted.

4.2 Time of Payment. Payment of the Subcontract Amount shall be made to Subcontractor only upon inspection and acceptance of the Work by Contractor and Owner, provided Contractor has received payment from Owner for Subcontractor's performance of the Work and provided that Subcontractor shall have furnished Contractor and Owner with final lien waivers from Subcontractor, its suppliers and/or its sub-subcontractors, and a release of all claims against Contractor or Owner arising under or by virtue of this Subcontract, which Subcontractor agrees is an express condition precedent to Subcontractor being entitled for to any payment for the Work.

4.3 Payment Use Restriction. All payments made by Contractor to Subcontractor are made to, and accepted by Subcontractor as trustee for the benefit of Subcontractor's employees, material suppliers and sub-subcontractors. All payments received by Subcontractor shall first be used to satisfy or secure any indebtedness owed by Subcontractor to a person furnishing labor or materials for use in performing, or incorporation into the Work. Contractor shall have the right at all times to contact

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Subcontractor's sub-subcontractors and suppliers to ensure that the same are being paid by Subcontractor for labor or materials furnished for use in performing the Work. Subcontractor shall ensure that all of its employees' employee benefits, withholding taxes and other applicable taxes are timely paid.

4.4 Liens, Lien Waivers and Affidavits. When required by Contractor, and as a prerequisite for payment, Subcontractor shall provide, in a form satisfactory to Owner and Contractor, lien or claim waivers and affidavits from Subcontractor and its sub-subcontractors and suppliers for the completed Work. Subcontractor shall indemnify, defend and hold Contractor, Owner, the Project funds, and the Property harmless from and against any claim for lien, encumbrance and payment bond claim (the "Lien"), any suit to enforce, recover or foreclose upon a Lien, and from any costs, expenses, attorney's fees, consultant's fees and litigation costs incurred by Contractor in connection with any Lien, which arise in connection with the Work or are asserted by any of Subcontractor's sub-subcontractors, suppliers, employees, sureties, creditors, labor unions or laborers (collectively the "Subcontractor Lien Costs"). Contractor may withhold from the Subcontract Amount any Subcontractor Lien Costs incurred or anticipated to be incurred to defend and discharge any Lien and Subcontractor shall reimburse Contractor for any Subcontractor Lien Costs incurred to discharge or defend any Lien if not deducted from the Subcontract Amount. This Paragraph is solely for the benefit of Contractor and Subcontractor and is not intended to benefit any persons or entities not parties to this Subcontract, including Subcontractor's surety, creditors or sub-subcontractors or suppliers of any tier, and creates no rights in them. In the event Contractor receives a notice or claim of a Lien from a sub-subcontractor or a material supplier of Subcontractor, Contractor shall have the right to demand that Subcontractor bond over the Lien in an amount equal to one hundred fifty percent (150%) of the claim. Should Subcontractor refuse to pay the claim, Contractor shall have the right, but not the obligation, to pay an amount sufficient to discharge the Lien or obligation and charge the same against any amount owed to Subcontractor. Contractor shall further have the right to demand that Subcontractor furnish and pay for a lien release bond in an amount not less than one hundred fifty percent (150%) of the sum of any final lien waivers Subcontractor fails to provide or of the amount of any lien claims by sub-subcontractors or material suppliers.

4.5 Subcontractor Payment Failure. In the event Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Work are not being paid, Contractor may take any steps Contractor deems necessary to insure that such obligations are paid including, but not limited to, issuance of checks jointly to Subcontractor and the person to whom Subcontractor owes an obligation, and direct payment of labor, labor unions (and their pension funds) and Subcontractor's sub-subcontractors and suppliers, unless Subcontractor: (i) supplies evidence to the satisfaction of Contractor that such obligations have been satisfied; or (ii) Subcontractor provides a bond indemnifying Owner, Contractor, Contractor's surety, if any, and the Property and the Project funds from claims arising from such obligations.

4.6 Right of Set Off. Contractor may withhold amounts otherwise due under this Subcontract or any other agreement between the parties to cover Contractor's reasonable estimate of any costs or liability Contractor has incurred or may incur for which Subcontractor may be responsible under this Subcontract.

5. INSURANCE AND PERFORMANCE BOND.

5.1 Subcontractor's Liability Insurance. Subcontractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect Subcontractor from claims set forth below which may arise out of, or result from Subcontractor's operations under this Subcontract and for which Subcontractor may be legally liable, whether such operations be by Subcontractor or by a sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (1) claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (2) claims for damages because of bodily injury, occupational sickness or disease, or death of Subcontractor's employees; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than Subcontractor's employees; (4) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by Subcontractor, or (b) by another person; (5) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. The insurance required shall be written for not less than the limits of liability specified in this Subcontract or required by law, whichever coverage is greater. Coverage shall be maintained without interruption

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from date of commencement of the Work until date of the Final Payment and termination of any coverage required to be maintained after the Final Payment. Evidence of required insurance shall be furnished to Contractor prior to the commencement of the Work.

5.2 Additional Insureds. Contractor (and its parents, subsidiaries and related corporations), Owner, and others as provided in the Prime Contract, shall be named as Additional Insureds, with a Cross Liability/Severability of Interests condition on each of the policies obtained by Subcontractor pursuant to Section 5.1 hereof, except those for Workers' Compensation and Employer's Liability. Failure by Contractor to request Subcontractor to fulfill this requirement is not a waiver of this requirement. Subcontractor's insurance policies shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of each of the Additional Insureds. Any such insurance maintained by an Additional Insured shall be excess of that maintained by Subcontractor. Each liability policy of Subcontractor shall contain a "separation of insureds" provision stating that, except for limits of liability, the policies shall operate as though separate policies had been issued to each insured. Commercial General Liability Insurance shall include as minimum coverage: (i) Premises - Operations Liability; (ii) Products and Completed Operations Liability; (iii) Broad Form Property Damage Liability; (iv) Blanket Contractual covering indemnity obligations herein; (v) Personal Injury Liability, with Employment Exclusion deleted; (vi) Property Damage Liability Insurance providing "X, C and U" (explosion, collapse and underground hazard) coverage, as applicable; (vii) Products and Completed Operations; (viii) Cross-Liability Extension endorsement; and (ix) Incidental Professional Design Liability coverage.

_____ Performance & Payment Bond is required.

_____ Performance & Payment Bond is not required.

5.3 Cancellation, Renewal or Modification. Subcontractor shall maintain in effect all insurance coverage required under this Subcontract at Subcontractor's sole expense and with insurance companies acceptable to Contractor. Coverage shall be maintained without interruption until date of the Final Payment, except for Products and Completed Operations coverage which shall be maintained for three (3) years after the Final Payment. All insurance policies shall contain a provision that the coverage afforded thereunder shall not be canceled nor not renewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to Contractor, unless otherwise specifically required in the Prime Contract. Certificates of Insurance, or certified copies of policies acceptable to Contractor, shall be filed with Contractor prior to the commencement of the Work. Contractor's failure to request a Certificate of Insurance shall not be a waiver of Subcontractor's duty to procure insurance. In the event Subcontractor fails to obtain or maintain any insurance coverage required under this Subcontract, Contractor may purchase such coverage and charge the expense thereof to Subcontractor, or terminate this Subcontract.

5.4 Property Insurance. Contractor and Subcontractor waive all rights against each other and Owner, separate contractors and all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment. Loss or damage which is not covered by Builder's Risk or other property or equipment insurance and deductibles or self-insured retention amounts shall be borne by Subcontractor to the extent of Subcontractor's loss or damage in relation to the total loss or damage of the underlying occurrence.

5.5 Carrier Qualifications. All insurance policies purchased shall be maintained with insurance companies licensed to do business in the state where the Project is located and shall have a policyholder rating of "A" or better in the most current Best's Key Rating Guide.

6. CHANGES, CLAIMS AND DELAYS.

6.1 Changes. Contractor reserves the right to make any changes in the specifications and drawings by giving written Notice of Changes to Subcontractor in accordance with Section 13.4 hereof. If such changes cause an increase in the cost of performing the Work or the time for performance, and written notice thereof is given by Subcontractor to Contractor after receipt of such Notice of Changes, an adjustment in the Subcontract Amount and the Schedule of Work shall be agreed upon prior to commencement or continuation of the Work. When Contractor so orders in writing, Subcontractor shall, without nullifying this Subcontract, make any and all changes in the Work which are within the general scope of this Subcontract. Adjustments in the Subcontract Amount or the Schedule of Work, if any, resulting from such changes shall be set forth in a Subcontract Change Order to be jointly executed by the Parties. No such adjustment shall be made for any such changes performed by Subcontractor that have not been so ordered by Contractor in writing. An express condition precedent to payment to Subcontractor on account of

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changes made or directed by Owner shall be that Contractor shall have received such payment from Owner for changes in the Work. Each payment to Subcontractor on account of such Subcontract Change Orders shall be equal to Subcontractor's allocable share of Contractor's payment from Owner for the change, as determined by Contractor. In no event shall the profit percentage charged by Subcontractor on a Subcontract Change Order exceed the profit awarded to Contractor by Owner on such Subcontract Change Order.

6.2 Changed Work at Time and Material. Contractor may order changed work to be performed on a time and material basis by written notification to Subcontractor. Upon receipt of such notice, Subcontractor will perform the work and will accept in full payment thereof an amount equal to the direct cost of labor and materials actually used to perform such changed work, plus markup for overhead and profit as allowed in the Prime Contract (with a fifteen percent (15%) maximum if none is specified) to cover all costs including, but not limited to, indirect, consequential and impact costs. Subcontractor will keep written records of the labor, materials and equipment used to perform such changed work and will hand-deliver to Contractor daily records supporting the costs to be paid to Subcontractor for such work, for written verification by Contractor of work done. Subcontractor waives any right for compensation for work performed on a time and material basis on any day for which said records are not kept and submitted to Contractor for written verification.

6.3 Claims. A "Claim" is Subcontractor's demand or assertion seeking, as a matter of right, an increase in the Subcontract Amount, an extension in the time for performance of the Work, or relief with respect to the terms of this Subcontract. A Claim must be made by written notice to Contractor, in accordance with Section 13.4 hereof, at least one (1) week prior to the beginning of the Work or the date by which Contractor is obligated to give notice to Owner with respect to such Claim, or within one (1) week of Subcontractor's first knowledge of the event giving rise to such Claim, whichever shall first occur, or otherwise, such Claim shall be deemed waived. Pending final resolution of a Claim, and unless otherwise agreed in writing, Subcontractor shall proceed diligently with performance of the Work.

6.4 Delay. If the progress of the Work is substantially delayed, hindered or interfered with through no fault or responsibility of Subcontractor, then Contractor shall either (i) extend the time for the performance of the Work by a Subcontract Change Order, such extension being limited to that amount of time which will enable Contractor to meet its obligation to Owner to complete the Project in accordance with the Prime Contract, or (ii) have the right to order Subcontractor to accelerate the Work with additional manpower and the expediting of materials, with Contractor only being obligated to pay for the costs of expediting materials. Except for the costs of expediting materials at the order of Contractor pursuant to the previous sentence, Contractor shall not be liable to Subcontractor for any damages or additional compensation as a consequence of any delay, hindrance, interference or other similar event caused: by Contractor; by any act, negligence or default of Owner; or by reason of fire, casualty, act of God or any other reason beyond Contractor's control. It is expressly understood and agreed that Subcontractor's sole and exclusive remedy for any delay, hindrance, interference or other similar event shall be an extension of the time for performance of the Work. If Subcontractor determines there will be a delay in the progress of the Work, Subcontractor shall give written notice to Contractor specifying the anticipated delay and the reason for the delay. Delays caused by Contractor or Owner or circumstances beyond the reasonable control of Subcontractor, and not reasonably foreseeable by Subcontractor in time to be prevented shall be the basis for an extension of the time of completion, which shall be Subcontractor's sole remedy for a delay.

6.5 Liquidated Damages. If the Prime Contract provide for liquidated or other damages for delay beyond the date for completion of the Work as set forth in the Schedule of Work, and such damages are so assessed, then Contractor may assess the same against Subcontractor in proportion to Subcontractor's share of the responsibility for such delay. The amount of liquidated damages assessed shall not exceed the amount assessed against Contractor. Liquidated damages, as assessed against Contractor for Subcontractor's default, may be but one item of the actual damages incurred by Contractor, and which Contractor may assess against Subcontractor. The proportionate assessment of liquidated damages shall not limit Contractor's right to collect from Subcontractor the additional actual damages incurred by Contractor as a result of Subcontractor's delay or default.

7. CONTRACTOR'S OBLIGATIONS.

7.1 Site Resources. Subcontractor acknowledges that, in order for Contractor to coordinate and manage the Work and all other work on the Project, it will be necessary for Contractor to allocate site access and access to work areas, utilities, storage space and other characteristics of the Property and the Work (the "Site Resources") and certain trades may be given preference, at the discretion of Contractor, to certain Site Resources in order to maintain the optimum Project schedule as determined by

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Contractor. Accordingly, so long as Contractor acts in good faith in allocating the Site Resources then, notwithstanding any other provision of this Subcontract or the Prime Contract, Subcontractor waives any and all claims for damages, extensions of time or increases to the Subcontract Amount as the result of any delay, disruption, interference, obstruction, hindrance, suspension, acceleration, constructive acceleration, out-of-sequence work, change or other cause arising from Contractor's allocation of the Site Resources.

7.2 Authorized Representative. Contractor shall designate one or more persons who shall be Contractor's authorized representative(s) on-site and off-site. Such authorized representative(s) shall be the only person(s) Subcontractor shall look to for instructions, orders and/or directions, except in an emergency.

8. SUBCONTRACTOR'S OBLIGATIONS.

8.1 Temporary Services. Subcontractor shall furnish all temporary services and/or facilities necessary to perform the Work, except as otherwise provided in this Subcontract.

8.2 Coordination. Subcontractor will coordinate the Work with the work of Contractor, other subcontractors and Owner's separate contractors or employees, if any, so that no delay, obstruction, disruption or interference occurs in the completion of any part or all of the Project, Contractor's work or the work of other subcontractors of Contractor or separate contractors or employees of Owner on the Project. Subcontractor shall determine whether the work of other subcontractors, of Owner or of Owner's separate contractors or employees, surrounding, adjacent to or underlying the Work, is completed and without defect or variance from the requirements of this Subcontract, and give prompt notice to Contractor of any defect. Subcontractor shall be liable for the costs to replace, modify or correct, or for the correction, replacement or modification at Subcontractor's own cost, of any of the Work or any other work required as a result of Subcontractor's failure to give such prompt notice to Contractor.

8.3 Authorized Representative and Meetings. Subcontractor shall designate one or more persons acceptable to Contractor who shall be Subcontractor's authorized representative(s) both on-site and off-site. Such authorized representative(s) shall be the only person(s) to whom Contractor shall issue instructions, orders or directions, except in an emergency. The authorized representative(s) shall attend meetings which may be held at such places and on such intervals as Contractor designates, and shall be capable of committing Subcontractor to actions as agreed in these meetings. Additionally, Subcontractor shall employ a superintendent who, on behalf of Subcontractor, shall have complete control of all of the work performed by Subcontractor and all of Subcontractor's employees. Subcontractor shall advise Contractor in writing of the name, address and telephone number (both day and night) of Subcontractor's designated superintendent. Subcontractor shall engage a sufficient number of competent employees to perform the Work.

8.4 Safety Requirements. All of Subcontractor's employees engaged in performing the Work, as well as Subcontractor's representatives, suppliers, sub-subcontractors and visitors shall be subject to the rules and regulations set by Contractor and Owner for the safe, orderly and efficient conduct of all operations at the Property, but the specific manner in which such persons perform or are otherwise involved in the completion of the Work shall, unless provided otherwise in this Subcontract, be directed by Subcontractor. H&H Exteriors Inc. requires that all OSHA safety standards to be met at all times while on site. If OSHA standards are not being met, H&H Exteriors Inc. reserves the right to enforce fines or remove said crew from jobsite.

8.5 Clean-up. Subcontractor shall follow Contractor's clean-up directions, and, (i) at all times keep any buildings and all other areas of the Project site free from debris resulting from the Work, (ii) store material and equipment in an orderly manner, and (iii) broom clean each floor area prior to discontinuing work in that area. If Subcontractor fails to commence clean-up duties within twenty-four (24) hours after receipt from Contractor of written notice of noncompliance, Contractor may implement clean-up measures without further notice and deduct the cost thereof from any amounts due or to become due Subcontractor. During performance of the Work and upon the completion thereof or upon the termination of this Subcontract, Subcontractor shall remove all debris and waste material and keep and leave the work site in a condition satisfactory to Contractor. Contractor shall have the right to perform cleanup itself and charge Subcontractor the reasonable cost thereof, including an allocation of cost of cleanup not identifiable to any source.

8.6 Permits, Fees and Licenses. Subcontractor warrants that it possesses all licenses required to perform the Work. Subcontractor shall give adequate notices to authorities pertaining to the Work, and secure and pay for all permits, fees, licenses, assessments, inspections, tests and taxes specifically related to the Work. Subcontractor shall cooperate with Contractor in

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securing building and occupancy permits. Subcontractor shall immediately notify Contractor of any deficiency reported by inspection authorities, or any denial of applicable permits, licenses or certificates of testing, inspection and occupancy. Upon request of Contractor, Subcontractor shall present applicable documentation to Contractor.

8.7 Project Records. Subcontractor shall prepare and submit to Contractor shop drawings and other submittals as may be necessary to describe the details and construction of the Work. Approval of these submittals by Contractor will not relieve Subcontractor of its obligation to perform the Work in strict compliance with the plans and/or specifications, or the proper matching and fitting of the contiguous work. Subcontractor shall maintain, and upon the request of Contractor produce the manpower count and a brief description of the Work that was performed on the previous day.

9. SUBCONTRACTOR PROVISIONS.

9.1 Assignment. Subcontractor shall submit a list of proposed sub-subcontractors and material suppliers to Contractor. Subcontractor shall not assign this Subcontract or its proceeds, nor subcontract the whole or any part of the Work without prior approval of Contractor, which shall not be unreasonably withheld.

9.2 Layout Responsibility. Subcontractor shall lay out and be strictly responsible for the accuracy of the Work. Subcontractor shall exercise prudence so that actual final conditions and details shall result in proper alignment of finished surfaces.

9.3 Workmanship. All workmanship shall be of the best of its several kinds, and all materials used in the Work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new, except such materials as may be expressly provided in this Subcontract or in the Prime Contract to be otherwise.

9.4 Materials Furnished by Others. In the event the Work includes installation of materials or equipment furnished by others (including any materials provided by Contractor), it shall be the responsibility of Subcontractor to examine the items so provided and thereupon handle, store and install the items with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to the acts or omissions of Subcontractor shall be deducted from the Subcontract Amount or any other amounts due or to become due to Subcontractor.

9.5 Deliveries. Subcontractor is to schedule all deliveries of materials and equipment with Contractor's on-site superintendent a minimum of forty-eight (48) hours in advance, and be prepared to receive and unload said deliveries on site. If the foregoing notification requirements are not adhered to, Contractor reserves the right to refuse, warehouse or return to the carrier the shipment in question. In this case, all costs incurred by Contractor for handling, storage and protection of said materials and equipment shall be reimbursed by Subcontractor. In the event Contractor chooses to accept the delivery on Subcontractor's behalf, the signature of an employee of Contractor acknowledging the receipt of such material shall not constitute acceptance of the contents, until an actual inspection of the material has been conducted by Subcontractor. In addition, Contractor does not accept any responsibility or liability in regards to verifying quantities, type of materials and safety of said deliveries.

9.6 Substitutions. No substitutions shall be made in the Work unless permitted by this Subcontract, and only then upon Subcontractor first receiving written approvals for any substitutions from Contract and Owner. In the event a substitution results in additional cost to Contractor and/or other subcontractors, Subcontractor shall be responsible for such additional costs.

9.7 Provision for Inspection. Subcontractor shall be responsible for damage to the Project caused by the execution of the Work and shall repair or replace such damage at Subcontractor's expense. All Work furnished by Subcontractor shall be at all times open to inspection by Contractor and Owner. Subcontractor agrees to coordinate all inspection matters, including Owner's inspection, through Contractor. Subcontractor shall at all times furnish Contractor, Owner and their representatives adequate facilities for inspecting or testing materials at the site or any place where materials under this Subcontract may be in the course of preparation, process, manufacture or treatment. Subcontractor shall promptly replace or correct any of the Work which Contractor or Owner shall reject as failing to conform to the requirements of this Subcontract. If the specifications, Contractor's instructions, laws, ordinances or any public authority require any work to be especially tested or approved, Subcontractor shall give Contractor timely notice of its readiness for inspection and, if the inspection is by another authority than Contractor, timely notice of the date fixed for such inspection. Subcontractor shall promptly replace or correct any work which Contractor or Owner shall reject as failing to conform to the requirements of this Subcontract. If Subcontractor does not do so within ten (10) days, Contractor shall have the right to do so and Subcontractor shall be liable to Contractor for the cost thereof. If, in the opinion of Contractor, it is not

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expedient to correct or replace all or any part of rejected work or materials, then Contractor, at its option, may deduct from the payments due, or to become due to Subcontractor, such amounts as, in Contractor's reasonable judgment, represent the difference between the fair value of the rejected work and materials and the value thereof if they had complied with the requirements of this Subcontract.

9.8 Use of Contractor's Equipment. Subcontractor and its agents, employees, sub-subcontractors and suppliers shall not use Contractor's equipment without the express written permission of, and subject to the conditions and limitations imposed by Contractor's designated representative.

9.9 Privity. Until final completion of the Project, Subcontractor agrees not to perform any work directly for Owner, or any tenants thereof, or deal directly with Owner's representatives in connection with the Project, unless otherwise directed in writing by Contractor. All Work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

9.10 Protection of the Work. Subcontractor shall take necessary precautions to properly protect the Work and the work, property or materials of Owner, Contractor and other subcontractors from damage caused by Subcontractor's operations. If Subcontractor causes damage to the work or property of Owner, Contractor or other subcontractors, Subcontractor shall promptly remedy such damage to the satisfaction of Contractor, or Contractor may so remedy and deduct the cost thereof from any amounts due or to become due Subcontractor. Subcontractor shall have primary responsibility and liability for any damages or losses which may be incurred.

9.11 Warranty Provisions. Subcontractor warrants the Work against all deficiencies and defects in materials and/or workmanship, for the period of one (1) year from the date of acceptance of the Work by Contractor and Owner (the "Warranty Period"). Subcontractor agrees to satisfy such warranty obligations which appear within the Warranty Period without cost to Owner or Contractor. Subcontractor further agrees to execute any special guarantees or warranties required in the Prime Contract for the Work.

9.12 Safety. Subcontractor agrees to comply with the Occupational Safety and Health Act of 1970, as later amended, in the performance of the Work, and further agrees to abide by and comply with all regulations issued under this Act. In the event Subcontractor is cited for violations, Subcontractor shall be responsible for all penalties assessed against Subcontractor. In the event Contractor is cited or penalized due to Subcontractor's actions or failure to comply with the Occupational Safety and Health Act, Subcontractor shall hold Contractor harmless from any costs, expenses, suits, penalties or damages (including legal fees and costs) arising from any such citations or penalties, and such sums shall be deducted from amounts due or to become due Subcontractor under this Subcontract. Subcontractor shall not be held liable for violations of Contractor provided Subcontractor itself has no liability. Subcontractor shall take all reasonable precautions to protect all property and persons from damage or injury arising from the work performance by Subcontractor. Subcontractor shall, while upon or about Owner's premises, observe and comply with all fire, safety and other rules and regulations heretofore or hereafter prescribed by Owner or by Contractor, and shall be responsible for observance thereof by all employees, agents, licensees, permittees and sub-subcontractors of Subcontractor. In addition to safety requirements imposed by law, Subcontractor shall comply with all safety requirements imposed by Contractor or Owner and will conduct operations in a safe manner. Subcontractor shall be liable to Contractor for any additional costs, fines and penalties Contractor incurs as a result of Subcontractor's failure to operate safely. Contractor may conduct safety inspections from time to time. Such inspections shall not relieve Subcontractor from Subcontractor's obligations to adhere to safety requirements nor shall such inspections create any liability of Contractor. If Subcontractor or any of its sub-subcontractors or any employees thereof fail to comply with a request to work in a safe manner or correct an unsafe condition, Contractor may withhold payments and/or correct the safety deficiency at Subcontractor's expense, and/or require that unsafe employees be removed from the Project site.

9.13 Equal Opportunity. In connection with the performance of work under this Subcontract, Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin or disability protected by the Americans with Disabilities Act. Subcontractor agrees to hereafter post, in conspicuous places, available for inspection by Subcontractor's employees and applicants for employment, a notice which sets forth its obligations under this Section, along with any other Equal Employment notice which it is required to post by any federal or state statute, law or regulations. Subcontractor shall permit access to its books, records and accounts by representatives of Contractor or Owner for purpose of investigation to ascertain compliance with provisions of this Section. In the event of Subcontractor's non-compliance

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with the equal opportunity provisions of this Subcontract, this Subcontract may be terminated for default by Contractor. Subcontractor shall include the provisions of this Section in Subcontractor's subcontracts. The requirements of this Section shall be in addition to and not in lieu of any other Equal Opportunity provisions of this Subcontract or the Prime Contract.

10. RECOURSE BY CONTRACTOR.

10.1 Failure of Performance. If Subcontractor refuses or fails to supply enough properly skilled workers or proper materials, to maintain the Schedule of Work, or to make prompt payment to its workers, sub-subcontractors or suppliers, disregards the Laws or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Subcontract, and fails within seventy-two (72) hours after receipt of written notice (confirmed facsimile transmission shall constitute sufficient notice) to commence and continue satisfactory correction of such default with diligence and promptness, Contractor, without prejudice to any rights or remedies, shall have the right to any or all of the following remedies: (i) supply such number of workers and quantity of materials, equipment and other facilities as Contractor deems necessary for the completion of the Work, or any part thereof which Subcontractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit and attorney's fees; (ii) contract with one or more additional contractors to perform such part of the Work as Contractor shall determine will provide the most expeditious completion of the total Work, and charge the cost thereof to Subcontractor; and/or (iii) withhold payment of any moneys due Subcontractor pending corrective action, to the extent required by and to the satisfaction of Contractor and Architect/Engineer. In the event of an emergency affecting the safety of persons or property, Contractor may proceed as outlined above without notice.

10.2 Termination for Cause. If Subcontractor at any time: (i) refuses to provide sufficient skilled employees or proper materials; (ii) fails in any material respect to perform or complete any portion of the Work in a timely manner as required by this Subcontract; (iii) causes, by any action or omission, the stoppage, delay, disruption, obstruction, hindrance, interference or acceleration of the Work; (iv) fails to comply with any provision of this Subcontract; (v) fails to pay any sub-subcontractor, supplier or employee for any payment or tax due and owing; or (vi) makes a general assignment for the benefit of creditors or has a receiver appointed, Contractor may terminate for default this Subcontract, without voiding any other provisions of this Subcontract, at any time by giving written notice to Subcontractor, stating the effective time and date of termination. Thereafter, Contractor, in its sole discretion, is entitled to immediate possession of all materials and equipment at the project site, and may use such to complete the Work or employ others to complete the Work, and may obtain specific performance or other relief in equity requiring performance of Subcontractor's obligations hereunder, it being agreed and acknowledged by Subcontractor that such relief may be necessary to avoid irreparable harm to Contractor and/or Owner. In case of termination by default, Subcontractor shall not be entitled to receive any further payment until the Work shall be fully completed and accepted by Owner and payment, in full, is made by Owner to Contractor. All costs incurred by Contractor in completing the Work shall be deducted from any amounts due Subcontractor. In the event the costs associated with completion of the Work are in excess of the amounts previously due Subcontractor, Subcontractor agrees to pay the excess amount to Contractor upon demand. These costs include, but are not limited to, all related costs of completion of the Work, including reasonable overhead and profit, Contractor's extended superintendents' fees, attorneys' fees, accountants' fees, engineers' fees and architects' fees.

10.3 Termination for Convenience. Notwithstanding the foregoing termination provisions, Contractor shall have the right to terminate for convenience Subcontractor's performance of all or a part of the Work by providing Subcontractor with written notice of termination for convenience, which shall be effective upon receipt by Subcontractor. If there has been a termination of Contractor's Contract with Owner, Subcontractor shall be paid the amount due to Contractor from Owner for the Work as provided for in this Subcontract, only if and when payment therefore is received by Contractor. If Contractor's contract with Owner has not been terminated, Subcontractor shall be paid the reasonable value of the Work performed prior to termination if and when payment therefore is received by Contractor, but in no event shall Subcontractor be entitled to unabsorbed overhead, anticipatory profit, cost reimbursement or damages of any kind.

10.4 Bankruptcy - Termination Absent Cure. Upon the appointment of a receiver for Subcontractor or upon Subcontractor making an assignment for the benefit of creditors, Contractor may terminate this Subcontract after seventy-two (72) hours written notice to Subcontractor. If an order for relief is entered under the bankruptcy code with respect to Subcontractor, Contractor may terminate this Subcontract by giving Seventy-Two (72) hours written notice to Subcontractor, its trustee or its surety, if any, unless

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Subcontractor Initials:_____



Subcontractor, the surety or the trustee: (i) promptly cures all defaults; (ii) provides adequate assurances of future performance; (iii) compensates Contractor for actual pecuniary loss resulting from such defaults; and (iv) assumes the obligations of Subcontractor within the statutory time limits. Contractor need not consent to assumption or assignment of this Subcontract because of the liquidated damages and other liabilities to which Contractor may be exposed.

10.5 Bankruptcy - Interim Remedies. If Subcontractor is not performing in accordance with the Schedule of Work at the time of entering an order for relief, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor, its trustee or its surety to reject or to accept this Subcontract and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Schedule of Work. Contractor may offset against any sums due or to become due Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and attorney's fees. Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Subcontract Amount.

10.6 Wrongful Exercise of Termination. If Contractor wrongfully exercises Contractor's remedy options under this Article, that action shall be treated as a deductive change. If Contractor wrongfully exercises Contractor's termination options under this Article, that termination for default shall be considered a termination for Contractor's convenience and Subcontractor shall be entitled to the applicable compensation provided in Section 10.3 hereof. Subcontractor's remedies under this Section shall be exclusive.

10.7 Conditional Assignment. Subcontractor, by execution of this Subcontract, contingently assigns to Contractor all of Subcontractor's subcontracts and purchase orders relating to the Project. The assignment of each of Subcontractor's subcontracts and purchase orders shall take effect only upon Subcontractor's termination for default under this Article and Contractor's affirmative acceptance of the assignment of specific subcontracts or purchase orders by written notice to Subcontractor and Subcontractor's sub-subcontractor(s) or material supplier(s). Contractor shall have no liability to any of Subcontractor's sub-subcontractors or material suppliers unless and until Contractor affirmatively accepts the assignment as provided above, and then such liability shall relate to work performed and materials or supplies ordered only from the date of Contractor's acceptance of the assignment after Subcontractor's termination.

10.8 Contractor's Rights Survive Termination. Termination of this Subcontract by Contractor or abandonment by Subcontractor shall not relieve Subcontractor from Subcontractor's obligations in connection with the Work performed prior to termination or abandonment, nor will such termination or abandonment abrogate any obligations of Subcontractor under, or rights or remedies afforded to Contractor by this Subcontract or the Prime Contract including, without limitation, Subcontractor's indemnity obligations.

11. INDEMNIFICATION.

11.1 Indemnification. To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless Contractor, Owner, and any other entity as provided in the Prime Contract (collectively the "Indemnified Parties"), and agents and employees of any of them, from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, provided that such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and only to the extent caused or alleged to be caused in whole or in any part by the negligent acts or omissions of Subcontractor, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, regardless of whether or not such claims, damages, losses or expenses are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

11.2 No Limitation upon Liability. In any and all claims against Indemnified Parties by any employees of Subcontractor, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, the indemnification obligation under Section 11.1 shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

11.3 Additional Indemnification. Subcontractor shall indemnify, defend and hold harmless Indemnified Parties from and against any

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and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys', consultants' and experts' fees as a result of Subcontractor's actual or alleged failure to perform this Subcontract in accordance with the terms of this Subcontract and the Prime Contract. The foregoing obligations of Subcontractor shall include, but not be limited to, indemnifying, defending and holding harmless from claims made by third parties against any Indemnified Party. Subcontractor's liability includes, but is not limited to: (i) damages and other delay costs payable by Contractor; (ii) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from delays caused by Subcontractor, or omitted or defective Work; (iii) warranty, rework and repair costs; (iv) liability to third parties, including, but not limited to, other subcontractors of Contractor and Owner's contractors; (v) excess re-procurement costs; (vi) costs to obtain a substitute subcontractor or costs incurred to demand and ensure performance of Subcontractor's surety in the event of Subcontractor's default; (vii) consultant's and expert's fees; and (viii) attorney's fees and related costs. Subcontractor's actual or alleged failure to perform shall include the actual or alleged failure of Subcontractor's sub-subcontractors or suppliers to perform. The foregoing indemnity shall also be an obligation of Subcontractor's performance bond surety, provided, however, the existence or non-existence of a performance or payment bond shall in no way limit or condition Contractor's right of indemnity or remedies against Subcontractor, and shall not limit Subcontractor's responsibilities hereunder.

11.4 Indemnity for Equipment Utilized. In the event that Subcontractor or any of Subcontractor's agents, employees, suppliers or sub-subcontractors utilize any machinery, equipment, tools, ladders, scaffolding, hoists, lifts or similar items belonging to or under the control of any of Indemnified Parties, Subcontractor agrees to indemnify, defend and save harmless Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys', consultants' and experts' fees, arising out of such use, except to the extent such loss or damage shall be caused by the negligence of any of Indemnified Parties' employees operating any of the Indemnified Party-owned or Indemnified Party-leased equipment.

11.5 Work. Subcontractor hereby assumes the entire responsibility and liability for all work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of the Work by Owner as required herein. In the event of any loss, damage or destruction thereof from any cause, Subcontractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's sole cost.

11.6 Duty to Defend. Subcontractor shall: (i) at Subcontractor's own cost, expense and risk, defend all claims defined in this Article that may be brought or instituted by third persons, including, but not limited to, governmental, state or local agencies, or employees of Subcontractor against Contractor or Owner or their agents or employees, or any of them; (ii) pay and satisfy any judgment or decree that may be rendered against Contractor or Owner or their agents or employees, or any of them, arising out of any such claim; and (iii) reimburse Contractor or Owner or their agents or employees for any and all legal expenses incurred by any of them in connection herewith or in enforcing the indemnity granted in this Article.

11.7 Indemnification Independent from Insurance. Subcontractor's indemnification obligations are independent from, and not limited in any manner by, Subcontractor's insurance coverage required by Article 5 hereof.

12. DISPUTE RESOLUTION.

12.1 Law and Effect. This Subcontract shall be governed by the laws of the State of Illinois. Any action or proceeding under or in connection with this Subcontract shall be brought in the county in which the Project is located. In the event of any dispute involving this Subcontract or the Work performed or to be performed, or any claims of Subcontractor, Subcontractor shall continue to perform the Work without interruption, deficiency or delay in a diligent manner. Further, Subcontractor hereby waives its right to a trial by jury in any and all disputes or claims arising out of or in relation to this Subcontract. Subcontractor agrees to make these conditions a part of each contract for materials, supplies, labor or equipment entered into by Subcontractor in regard to the Work.

12.2 Owner-Related Disputes. In case of any dispute between Contractor and Subcontractor in any way relating to or arising from any act or omission of Owner, or involving the Prime Contract, Subcontractor agrees to be bound to Contractor, to the same extent that Contractor is bound to Owner, by the terms of the Prime Contract, and by any and all preliminary and final decisions, determinations or agreements made by or between Contractor or Owner, or so authorized in the Prime Contract by the court, mediator or arbitrator designated in the Prime Contract, whether or not Subcontractor is a party to such agreement or proceeding.

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Contractor shall not be liable to Subcontractor in excess of any sum actually received from Owner on behalf of Subcontractor. Contractor may, at Contractor's option, (i) present to Owner or any court, mediator or arbitrator, in Contractor's name, or (ii) authorize Subcontractor to present to Owner or any court, mediator or arbitrator in Contractor's name, all of Subcontractor's claims, and to answer the claims of Owner involving Subcontractor or the Work. If such dispute is prosecuted or defended by Contractor, Subcontractor, at Subcontractor's own expense, agrees to furnish all documents, statements, witnesses and other information required by Contractor, and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including, without limitation, attorneys', experts' and consultants' fees. If such dispute is prosecuted or defended by Subcontractor, Subcontractor shall furnish all documents, statements, witnesses and other information required by Subcontractor at its own expense, and shall pay all costs incurred by Subcontractor in connection with the dispute including, without limitation, attorneys', experts' and consultants' fees.

13. MISCELLANEOUS PROVISIONS.

13.1 Entire Agreement. This Subcontract is made up of and includes the Subcontract Agreement, these Terms and Conditions of Subcontract Agreement, any Project Documents and the Prime Contract. This Subcontract is the entire and integrated agreement between the Parties relating to the subject matter hereof, and supersedes all prior understandings, writings, proposals, negotiations, representations, communications or agreements, whether oral, written or implied, of either of the parties hereto. By executing and/or accepting this Subcontract, Subcontractor represents and warrants that it has reviewed and independently investigated, and has made itself fully familiar with all of the Subcontract's terms, and in becoming a party to and undertaking Subcontractor's obligations in this Subcontract, Subcontractor neither has, is nor will rely on any opinions, representations, inducements or understandings, whether oral, written or implied, of any kind, other than those provided in this Subcontract. No provision of this Subcontract shall be altered, amended or modified except by a duly executed written agreement between the Parties.

13.2 Severability and Waiver. The partial or complete invalidity of anyone or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. The failure of either Party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Subcontract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right in respect to further performance.

13.3 Titles. The titles given to the Articles and Sections of this Subcontract are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.4 Notices. Notices hereunder shall be in writing. Any notices hereunder shall be given by personal delivery or by mailing (in a postage paid, certified or registered wrapper) or by telegraphing the same to the appropriate party at the address listed below, and the date of such personal delivery, mailing or telegraphing shall be the date of the giving of such notice. The names and addresses below concerning notices to all parties hereto shall also be deemed to be the place where accounting statements and payments as may be required under this Subcontract may be sent:

To Subcontractor: _____ With a copy to: H&H Exteriors Inc.
246 W. Fullerton Ave
Addison, IL 60101

13.5 Environmental Matters. Subcontractor agrees to comply with pollution and environmental protection regulations for the use of water and other services. All waste materials and substances (i.e., solvents, cleaners, waste oils, etc.) shall be handled and/or disposed of in full compliance with all applicable federal, state and local statutes, regulations, ordinances and rules by Subcontractor.

13.6 Hazardous Substances. Should Subcontractor encounter any hazardous substances at the project site that are potentially harmful to persons or property, Subcontractor shall take all steps required by this Subcontract and by law to protect persons and property from injury or damage, including stopping the work in the affected area(s) and promptly advising Contractor in writing of the conditions so encountered. Should Subcontractor be required to stop work in any area of the project site as a result of hazardous substances being located at the project site, then Subcontractor shall not resume the work in the affected

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area(s) until: (i) the hazardous substances have been removed or made harmless, (ii) Contractor and Subcontractor agree in writing to commence work in all or a portion of the area(s), (iii) Owner orders the work to proceed in the affected area(s) and the parties so agree, or (iv) the matter is resolved through litigation. Subcontractor shall not be required to perform any work in areas containing asbestos, PCB's or any other hazardous substances without Subcontractor's consent. For the avoidance of doubt, Subcontractor shall assume all liability, financial or otherwise, in connection with any claims made for Subcontractor's failure to comply with pollution and environmental protection regulations for the use of water and other services in accordance with the Work, and shall protect, defend, indemnify and save harmless Contractor, Owner and Architect/Engineer from any and all damages or claims that may arise as a result of such failure by Subcontractor to comply accordingly.

13.7 Assignment. This Subcontract may not be transferred or assigned without the prior written consent of the Parties. If consent is given, then this Subcontract shall be binding on the transferees, assignees or successors in interest of the Parties.

IN WITNESS WHEREOF, the parties here to have executed this Subcontract on the date set forth below.

CONTRACTOR: H&H Exteriors Inc.	SUBCONTRACTOR: _____
Authorized Party Signature: _____	Authorized Party Signature: _____
Authorized Party Printed Name: _____	Authorized Party Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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