



CONSTRUCTION LLC

To: All Subcontractors

From: RLH Construction, LLC

RE: Subcontractor Packet

It is mandatory that **ALL** paperwork be completed properly and approved by RLH prior to commencement of any work.

This is **NOT** a job specific contract. Upon completion and approval of this Subcontractor Packet and once you are awarded an RLH project; we will then issue a job specific contract.

If you have any questions, please contact one of the Project Coordinators listed below at **(407) 384-1908**.

**Construction Management**

**Project Managers**

Alex Patton  
Barry Deemer  
Brandon Conaway  
Chris Hildebrand  
Cris Smith  
Jim Tufford  
Justin Lednar  
Kraig Clabough  
Landy Bolli  
Manny Torres  
Pierce Miller

**Project Coordinators**

Addie Del Castillo  
Allison Ortiz  
Barbara Miller  
Leah Holbert  
Melissa Weber  
Melody King  
Tathiana Villanueva  
Tori Torres

**Warranty Coordinator**

Manny Torres

5700 Dot Com Ct  
Suite 1070  
Oviedo, FL 32765

P: (407) 384-1908  
F: (407) 384-1909

[www.RLH-LLC.com](http://www.RLH-LLC.com)

CGC#1521696

## SUBCONTRACTOR PACKET ACKNOWLEDGEMENT FORM

Company Name: \_\_\_\_\_

Principal/Owner: \_\_\_\_\_

✓ Boxes

☐ **Business Information Form** - Contains information pertaining to you and your company☐ **Insurance Requirements** – Details your company's insurance responsibilities**Certificate guaranteeing General Liability coverage****Coverage must be at least:**

- \$1,000,000 each occurrence
- \$2,000,000 for general aggregate/products completed

**All certificates must reflect:**

- RLH Construction, LLC as certificate holder
- Waiver of subrogation in favor of RLH Construction, LLC
- RLH Construction, LLC as additionally insured with additional insured endorsement forms covering ongoing and completed operations as well as primary/non-contributory

**Certificate guaranteeing Automobile Coverage****Coverage must be at least:**

- \$1,000,000 Combined single limit (each accident)
- Coverage must include all Owned, Non-Owned, and Hired Vehicles

**Certificate guaranteeing Workman's Compensation coverage****Coverage must be at least:**

- \$500,000 per accident
- \$500,000 for each disease
- \$500,000 total policy limit

**All certificates must reflect:**

- RLH Construction, LLC as certificate holder and include a waiver of subrogation in favor of RLH Construction, LLC as well as the endorsement form

☐ **Signed Subcontract** - This standard document outlines our company's expectations, legal rights, and your rights as a subcontractor of our company and standard construction/business policies applicable for all RLH's projects. Furthermore, this functions as your employment agreement with RLH for all projects, but will be further clarified with job specific proposals/subcontracts for each job.☐ **W-9 Form** - This standard federal tax form is required by the government for you to be paid by RLH Construction, LLC.☐ **Copy of Business License** - This form allows us to verify that you are an official entity with the State or Local government.☐ **Acknowledgement of Responsibility** - By signing below, the subcontractor understands that it is their responsibility to have their insurance company provide RLH with original and current insurance certificates and that NOT doing so will result in non-payment.☐ **Change Orders** - All work performed outside the scope of the original contract must be approved by the Project Manager and be a part of a fully executed change order in advance of performing the work. Work approved by anyone other than the project manager and not included on a fully executed change order will not be accepted for payment.☐ **Re-Work** - Subcontractors performing work for RLH Construction are expected to perform work as identified on the permitted and approved construction drawings. Work performed that deviates from the approved work without written approval by the Project Manager will be subject to non-payment and subsequent rework if required. RLH **will not** be responsible for the cost of demolition of non-approved work and any necessary rework. Any associated demolition and rework costs will be borne by the Subcontractor.

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Company Name: \_\_\_\_\_

Principal/Owner: \_\_\_\_\_

The subcontractor specified has read and agreed to all of the above documents and requirements and has submitted the paperwork necessary to be current with our company. Furthermore, they have been given the opportunity to ask questions and per their signature below, have read and understand the Subcontractor Packet as submitted.

I have read, understand and agree to comply with the Subcontractor Packet as hereby submitted and have had the opportunity to seek answers to any questions prior to signing. Furthermore, I understand that it is my responsibility to make sure that my insurance agency provides RLH with current/updated original policy forms both at the start of my tenure with RLH and throughout the job if I change or amend coverage.

**RLH CONSTRUCTION, LLC**

\_\_\_\_\_  
**PRINT SUBCONTRACTOR COMPANY NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This packet was submitted:

☐ in person   ☐ via mail   ☐ via email

# BUSINESS INFORMATION FORM – PART 1

## SUBCONTRACTOR/VENDOR INFORMATION

COMPANY NAME:

PHYSICAL ADDRESS:  
(NO P.O. BOXES)

CITY: STATE: ZIP:

MAILING ADDRESS:  
(IF DIFFERENT THAN PHYSICAL)

CITY: STATE: ZIP:

PRIMARY OFFICE  
TELEPHONE #:

PRIMARY OFFICE  
FAX NUMBER:

## ACCOUNTS RECEIVABLE CONTACT INFORMATION

NAME: EMAIL ADDRESS:

TELEPHONE #: FAX NO.:

## INSURANCE CONTACT INFORMATION

NAME: EMAIL ADDRESS:

TELEPHONE #: FAX NO.:

## PRINCIPALS OF FIRM AUTHORIZED TO SIGN LIEN RELEASES AND OTHER DOCUMENTS FOR CONSTRUCTION

(authorized to receive checks, execute waivers of lien release and responsible for nonpayment of bills related to work performed on any jobsite)

NAME: TITLE:

EMAIL: CELL PHONE:

NAME: TITLE:

EMAIL: CELL PHONE:

NAME: TITLE:

EMAIL: CELL PHONE:

**BUSINESS INFORMATION FORM – PART 2****COMPANY'S CLASSIFICATION &  
LICENSING CERTIFICATION****IS YOUR COMPANY?**☐ MBE   ☐ WBE   ☐ DBE   MBE/WBE/DBE Certified by: \_\_\_\_\_**Please attach copies of all certifications**

If not certified, is your company a qualified WMBE Business? \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_ Name: \_\_\_\_\_

Years in business: \_\_\_\_\_ How many people does your firm presently employ? \_\_\_\_\_

Federal ID #: \_\_\_\_\_ Is your W-9 Attached? \_\_\_\_\_

**INDICATE THE SIZE AND TYPE OF PROJECT YOU  
ARE MOST COMPETITIVE IN PERFORMING**

- |  |  |  |                                     |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> Under \$100,000       | <input type="checkbox"/> \$200,000 - \$500,000   | <input type="checkbox"/> \$1,000,000 - \$3,000,000 |                                     |
| <input type="checkbox"/> \$100,000 - \$200,000 | <input type="checkbox"/> \$500,000 - \$1,000,000 | <input type="checkbox"/> Over \$3,000,000          |                                     |
| <input type="checkbox"/> New Construction      | <input type="checkbox"/> Renovation/Build-out    | <input type="checkbox"/> Residential               | <input type="checkbox"/> Commercial |

**REGION OF WORK PREFERENCE**

- ☐
- Central Florida
- ☐
- North Florida
- ☐
- South Florida
- ☐
- Out of State

**LIST THE TRADES YOU NORMALLY PERFORM WITH YOUR OWN FORCES**


**BONDING COMPANY**Is your company bondable? ☐ Yes   ☐ No   Bonding capacity per job? \_\_\_\_\_**TRADE REFERENCES**

List three (3) Major Suppliers and three (3) Contractors you do business with:


## RLH CONSTRUCTION, LLC MASTER SUBCONTRACTOR AGREEMENT

This Agreement, made as of the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between RLH CONSTRUCTION, LLC, a Florida limited liability company (hereinafter "RLH"), and \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter called the Subcontractor).

**Subcontractor and RLH agree as follows:**

### Section 1. Governing Contracts

RLH and Subcontractor agree to enter into this "RLH Construction Master Subcontractor Agreement" (the "Master Agreement"), which Master Agreement shall contain the terms, conditions, and specifications governing all construction projects that are or that may in the future be commenced by and between RLH and Subcontractor. In addition to the Master Agreement, for each project, RLH and Subcontractor agree to enter into a Subcontractor Agreement and Notice to Proceed with Construction (the "Subcontractor Agreement"). The Subcontractor Agreement will contain all terms regarding the description of work and the scope of work, (the "Work"), and the parties' agreed price for the described work. RLH and Subcontractor specifically agree that the Master Agreement is a duly negotiated instrument that acts in concert with the Subcontractor Agreement such that the Master Agreement and Subcontractor Agreement when viewed together compose the parties' entire contract. This Master Agreement is the controlling agreement between the parties and the execution of this agreement voids and supersedes all prior agreements between the parties, whether oral or written.

### Section 2. Contract Documents

(a) The Contract Documents herein above mentioned, as well as the Plans, Specifications, General Conditions, Special Conditions, and any Addenda, available for examination by Subcontractor at all reasonable times at the office of RLH. These documents, including this Agreement, are hereinafter sometimes referred to as the Contract Documents.

(b) Subcontractor represents and agrees that it has carefully examined and understands the Contract Documents, has investigated the nature, locality and site of the Work (sometimes referred to as the "Project") and the conditions and difficulties under which said Work is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters, and not in reliance upon any opinions or representations of RLH, Owner, or any of their respective officers, agents, servants, or employees.

(c) With respect to the Work to be performed and furnished by Subcontractor, Subcontractor agrees to be bound to RLH by each and all of the terms and provisions of the Contract Documents, and to assume toward RLH all of the duties, obligations and responsibilities that RLH by those Contract Documents assumes toward Owner and

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MSA-106, 10/2017

Sub Initial \_\_\_\_\_ RLH Initial \_\_\_\_\_

others, and Subcontractor agrees further that RLH shall have the same rights and remedies against Subcontractor as Owner under the terms and provisions of the Contract Documents has against RLH with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full.

(d) This Master Agreement, the Subcontractor Agreement, and the provisions of the Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of This Master Agreement irreconcilably conflicts with a provision of the Subcontractor Agreement or the Contract Documents, the provision imposing the greater duty or obligation upon Subcontractor shall govern. RLH reserves the right to amend the terms of this Master Agreement at any time by written notice of amendment, and Subcontractor shall be bound by any such amendment unless Subcontractor provides RLH with written notice, within ten (10) days of receiving the amendment, of its objection to the amendment. Otherwise, any and all amendments shall only be in writing as executed between both parties.

(e) The Work by Subcontractor shall be performed in a good and workmanlike manner and in strict compliance with the Contract Documents (as described above) and applicable codes and ordinances.

### **Section 3. Time of Completion**

(a) Subcontractor shall commence the Work when notified to do so by RLH and shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with those project schedules as may be issued from time to time during the performance of the Work, and any other scheduling requirements listed in this Agreement, including Exhibits, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project.

(b) Subcontractor shall: (i) participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Work; (ii) provide information for the scheduling of the times and sequence of operations required for its Work to meet RLH's overall scheduling requirements; (iii) shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other work on the Project; and (iv) shall execute the Work in accordance with the requirements of the project schedule including any revisions thereto.

(c) Should the progress of the Work or the Project be disrupted, hindered, obstructed or interfered with, by any fault or neglect or act or failure to act of Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers ("an Event"), so as to cause any additional cost, expense, liability or damage to RLH or to Owner, including legal fees and disbursements incurred by RLH (whether incurred in defending claims arising from such an Event or in seeking reimbursement and indemnity from Subcontractor and its surety hereunder or otherwise), Subcontractor and its surety shall and do hereby agree to compensate RLH and/or Owner for, and indemnify them against, all such costs, expenses, damages and liability incurred or to be incurred. This indemnity is a distinctly negotiated contract term, separate and apart from any terms and specifications listed in the Subcontractor Agreement or Contract Documents. The parties further agree that One Hundred Dollars (US\$100.00) of the parties agreed contract price is

specifically intended to be consideration for Subcontractor's agreement to indemnify RLH. To that end, it is hereby agreed and negotiated that the first One Hundred Dollars (US \$100.00) RLH pays to Subcontractor pursuant to any Subcontractor Agreement into which the parties' enter will be the above-described consideration for the Subcontractor's indemnity in favor of RLH for each contract.

(d) RLH, if it deems necessary, may direct Subcontractor to work overtime and, if so directed, Subcontractor shall work said overtime. Provided that Subcontractor is not in default under any of the terms or provisions of this Agreement or of any of the Contract Documents, RLH will pay Subcontractor for such actual additional wages paid, if any, at rates that RLH has approved, plus taxes imposed by law on such wages.

(e) If the progress of the Work or the Project is delayed by any fault or neglect or act or failure to act of Subcontractor or any of its officers, agents, servants, employees, subcontractors, or suppliers, then Subcontractor shall, in addition to all of the other obligations imposed by this Agreement upon Subcontractor, and at its own cost and expense, work such overtime as may be necessary to make up all time lost in the completion of the Work and of the Project due to such delay. Should Subcontractor fail to make up the time lost by reason of such delay, RLH shall have the right to cause other Subcontractors to work overtime and to take whatever other action it deems necessary to avoid delay in completion of the Work and of the Project. Subcontractor agrees to bear the cost and expense of such overtime and/or such other action as RLH requires.

#### **Section 4. Price**

(a) The sum to be paid by RLH, out of funds received by RLH for work on the Project to Subcontractor for the satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of Subcontractor under this Agreement and the Contract Documents shall be specifically set forth in the Subcontractor Agreement, subject to additions and deductions, via executed change orders, as herein provided.

(b) In addition to the indemnity as described in detail above and below, the price includes all Federal, State, County, Municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for and in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against Owner, RLH, or Subcontractor. Where the law requires any such taxes to be stated and charged separately, the total price of all items included in the Work plus the amount of such taxes shall not exceed the Price.

#### **Section 5. Monthly Application for Payment**

(a) As per the Notice to Proceed with Construction Subcontractor shall submit to RLH, in the form and quantities required by RLH, a written requisition for payment showing the proportionate value of the work completed as specified in your contract, including any executed change orders, from which shall be deducted a retainage of ten percent (10%); all previous payments; and, all charges for services, materials, equipment and other items furnished by RLH to or chargeable to Subcontractor. The Subcontractor shall not bill in advance for the value of any Work not reasonably expected to be in place on or before the appropriate bill by date per the Notice to Proceed. Subcontractor agrees that RLH shall have the right to withhold any monthly



draw for which Subcontractor has attempted to improperly bill for Work in advance, and that such draw as properly adjusted will not become due until the following month thereafter. The balance of the amount of such requisition, as approved by RLH, General Contractor, Architect and Owner, and for which payment has been received by RLH, shall be due and paid to Subcontractor within seven (7) days of receipt of said funds, or in accordance with the Contract Documents, and upon receipt of all insurance, bonds, waivers and documents as set forth in this agreement.

(b) The obligation of RLH to make a payment under this Agreement, whether a progress or final payment, or for extras or change orders or delays to the Work, is not due and owing to Subcontractor unless and until RLH received payment from Owner or General Contractor. Subcontractor hereby acknowledges the pay when paid provision and assumes the risk of non-payment by Owner or General Contractor to RLH. If RLH has provided payment or performance bonds or a combination payment and performance bond, the obligation of RLH and its surety under any of those bonds to make any payment (whether a progress payment or final payment) to a claimant on that bond is similarly subject to the express condition precedent of payment therefor by Owner or General Contractor. In any event, no payment shall be due to Subcontractor from RLH unless and until RLH receives payment from Owner.

(c) Subcontractor shall submit before its first requisition for payment a detailed schedule of values showing the breakdown of the Price into its various parts for use only as a basis of checking Subcontractor's monthly requisitions.

(d) RLH reserves the right to advance the date of any payment (including the final payment) under this Agreement if, in RLH's sole judgment, it becomes desirable to do so.

(e) If a joint check be requested by either Subcontractor or a supplier of Subcontractor, Subcontractor shall be charged \$50.00 per check and said charge shall be deducted from the Contract amount. In addition, if a joint check between parties becomes necessary to protect Owner's interest, this charge shall also apply. This option shall not release any party from the standard contract requirements regarding furnishing a Release of Lien upon payment.

(f) Subcontractor agrees that, if and when requested to do so by RLH, it shall furnish such information and evidence, including but not limited to affidavits, releases, and/or waivers, as RLH may require, with respect to the obligations incurred by Subcontractor for or in connection with the Work, including all payments made by Subcontractor thereon, and the amounts remaining unpaid, to whom and the reasons therefor.

(g) Despite the requirements set forth above, RLH will forward absolutely no payments to Subcontractor unless and until Subcontractor has furnished to RLH all proof of insurance in the amounts set forth in Section 12, and in the forms RLH requires, as set forth in the Master Agreement, the Subcontractor Agreement, or the Contract Documents. Subcontractor specifically acknowledges that RLH's actual receipt of the required insurance paperwork and proof of valid insurance is a condition precedent to the receipt of any payment. If Subcontractor fails to provide RLH with the required insurance documentation, then Subcontractor also agrees to waive any claims against RLH in any forum based on RLH's refusal to pay Subcontractor.

## **Section 6. Final Payment**

(a) Final payment to Subcontractor shall be made only with funds RLH receives from Owner, Construction Lender or Owner's Agent as final payment for Work under the General Contract. Final payment by RLH is not due and owing to Subcontractor unless and until RLH received final payment from Owner or General Contractor. Subcontractor hereby acknowledges the pay when paid provision and assumes the risk of non-payment by Owner or General Contractor to RLH.

(b) In addition, final payment by RLH to Subcontractor shall not become due and payable until the following other express conditions precedent have been met: (i) completion and acceptance of the Work by RLH, Architect and Owner, including all closeout documents, warranties, and guarantees in their approved forms; (ii) evidence from Subcontractor satisfactory to RLH that there are no claims, obligations, notices of nonpayment or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; and (iii) execution and delivery by Subcontractor, in a form satisfactory to RLH and/or Owner a Conditional Full Waiver and Release Upon Final Payment and an Unconditional Full Waiver and Release that shall be held in escrow by RLH until the funds to Subcontractor for the final payment clear its bank account.

(c) Should there prove to be any such claim, obligation or lien after final payment is made, Subcontractor shall refund to RLH and/or Owner all monies that RLH and/or Owner shall pay in satisfying, discharging or defending against any such claim, obligation or lien, or any action brought, or judgment recovered thereon, and all costs and expenses, including legal fees and costs incurred in connection therewith.

## **Section 7. Payments Withheld**

(a) If any claim or lien is made or filed against RLH, Owner, the Project, the Premises or the Project Funds by any person claiming that Subcontractor, or any subcontractor or other person under Subcontractor, has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred in connection with the Work, or if at any time there shall be evidence of such nonpayment, or of any claim of lien for which, if established, RLH or Owner might become liable, and which is chargeable to Subcontractor, or if Subcontractor or any subcontractor or other person under Subcontractor causes damage to the Work or to any other work on the Project, or if Subcontractor fails to perform or is otherwise in default under any of the terms or provisions of this Agreement, RLH shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (a) satisfy, discharge and/or defend against any such claim of lien or any action which may be brought or judgment which may be recovered thereon, (b) make good any such nonpayment, damages, failure of default, and (c) compensate RLH and Owner and indemnify and hold them harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith. RLH shall have the right to apply and charge against Subcontractor so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, Subcontractor shall be liable for the difference and pay the same to RLH.

(b) Independent of any other right hereunder, RLH may deduct from any payments due or to become due Subcontractor an amount equal to any claims asserted against Subcontractor in

connection with Subcontractor's Work on this Project or on any other Project, including but not limited to lien claims, bond claims, unpaid bills, defective work, incomplete work, and damage to the Work of RLH.

### **Section 8. Payment not Conclusive of Performance**

No payment (final or otherwise) made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work or of this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials, nor shall it release Subcontractor from any of its obligations under this Agreement, nor shall entrance and use by Owner constitute acceptance of the Work or any part thereof.

### **Section 9. Change Orders/Additions and Omissions**

RLH reserves the right, from time to time, whether the Work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the Work as it may deem necessary, upon written Change Order to Subcontractor. The value of the work to be changed, added or omitted shall be stated in said written order and shall be added to or deducted from the Price. All Change Orders must be fully executed before submission for payment.

By accepting to perform work for RLH Construction, Subcontractor acknowledges that any and all work performed and submitted for payment must be a part of the original contract scope. **ALL WORK PERFORMED OUTSIDE THE SCOPE OF THE ORIGINAL CONTRACT MUST BE APPROVED BY THE PROJECT MANAGER AND BE A PART OF A FULLY EXECUTED CHANGE ORDER IN ADVANCE OF PERFORMING THE WORK. WORK APPROVED BY ANYONE OTHER THAN THE PROJECT MANAGER AND NOT INCLUDED ON A FULLY EXECUTED CHANGE ORDER WILL NOT BE ACCEPTED FOR PAYMENT. BY DEFINITION, THE PROJECT MANAGER IS NOT THE PROJECT SUPERINTENDENT OR PROJECT OWNER, NEITHER OF WHOM HAVE THE AUTHORITY TO APPROVE WORK OUTSIDE THE SUBCONTRACTOR'S SCOPE OF WORK.**

Please initial signifying your acknowledgement and acceptance of this agreement.

Sub Initial \_\_\_\_\_ RLH Initial \_\_\_\_\_

Subcontractors performing work for RLH Construction are expected to perform work as identified on the permitted and approved construction drawings. Work performed that deviates from the approved work without written approval by the Project Manager will be subject to non-payment and subsequent rework if required. RLH **will not** be responsible for the cost of demolition of non-approved work and any necessary rework. Any associated demolition and rework costs will be borne by the Subcontractor.

Please initial signifying your acknowledgement and acceptance of this agreement.

Sub Initial \_\_\_\_\_ RLH Initial \_\_\_\_\_

### **Section 10. Inspection/Defective Work/Failure to Perform**

(a) Should Subcontractor at any time (i) refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity, (ii) fail in any respect to prosecute the

Work with promptness and diligence, (iii) cause (by any act or omission) the stoppage of work, (iv) impede, obstruct, hinder, delay or interfere with or damage the work of RLH or of any other contractor or Subcontractor on the Project, (v) fail in the performance of any of the terms and provisions of this Agreement or of the other Contract Documents, (vi) cause the Architect to determine that the Work or any portion thereof is not being performed in accordance with the Contract Documents, or (vii) file a petition in bankruptcy or reorganization, become insolvent or be adjudicated as bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency; then in any of such events, each of which shall constitute a default hereunder on Subcontractor's part, RLH shall have the right, in addition to any other rights and remedies provided by this Agreement and the Contract Documents or by law, after two (2) days written notice to Subcontractor mailed or delivered to the last known address of the latter, to perform and furnish through itself or through others any such labor or materials for the Work and to deduct the cost thereof from any monies due or to become due to Subcontractor under this Agreement, and/or to terminate the employment of Subcontractor for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which Subcontractor hereby transfers, assigns and sets over to RLH for such purpose and to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment and other items required therefor.

(b) In case of such termination of the employment of Subcontractor, Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of RLH, Architect and Owner and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by RLH in completing the Work, such excess shall be paid by RLH to Subcontractor. If such cost and expense shall exceed such unpaid balance, then Subcontractor or its surety shall pay the difference to RLH. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of RLH, Architect and Owner, and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses (including legal fees and disbursements incurred in connection with procurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from Subcontractor and/or its surety), and disbursements sustained, incurred, or suffered by reason of or resulting from Subcontractor's default.

(c) It is recognized that if Subcontractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), such event could impair or frustrate Subcontractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, RLH shall be entitled to request of Subcontractor, or its trustee or other successor, adequate assurance of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle RLH, in addition to any other rights and remedies provided by this Agreement, or by law, to terminate this Agreement. Pending receipt of adequate assurances of performance and actual performance in accordance herewith, RLH shall be entitled to perform and furnish through itself or through others any such labor, materials, or equipment for the Work as may be necessary to maintain progress of the Work and to deduct the cost thereof from any monies due or to become due to Subcontractor under this Agreement. In the event of such bankruptcy proceedings, this Agreement shall terminate if Subcontractor

rejects this Agreement or if there has been a default and Subcontractor is unable to give adequate assurance that it will perform as provided in this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

(d) Indemnity. To the fullest extent permitted by law, Subcontractor agrees to indemnify and hold harmless RLH and Owner and any of their respective employees, officers or directors for any liability for damages to persons or property caused in whole or in part by any act, omission, default, negligence, contractual breaches, or intentionally injurious acts by Subcontractor or any of Subcontractor's contractors, sub-subcontractors, materialmen, agents of any tier or employees (collectively referred to "Subcontractor's Conduct") arising from this Master Agreement, the Subcontractor Agreement or Contract Documents. As used herein, the term damages shall mean any and all losses sustained by RLH and Owner, including but without limitation, any liens, judgments, claims, costs, attorney's fees, interest, incidental and consequential damages, lost profits, additional home office or project overhead, and/or professional fees resulting from Subcontractor's Conduct. In addition to indemnity for Subcontractor's Conduct, Subcontractor specifically agrees to indemnify RLH for any damages created by the existence of mold or mildew resulting from Subcontractor's Conduct, whether or not Subcontractor was aware of the existence of the mold or mildew and whether or not Subcontractor could have taken subsequent action to mitigate the amount of the mold or mildew. This indemnity is a distinctly negotiated contract term, separate and apart from any terms and specifications listed in the Subcontractor Agreement or Contract Documents. The parties further agree that One Hundred Dollars (US\$100.00) of the parties agreed contract price is specifically intended to be consideration for Subcontractor's agreement to indemnify RLH. To that end, it is hereby agreed and negotiated that the first One Hundred Dollars (US \$100.00) RLH pays to Subcontractor pursuant to any Subcontractor Agreement into which the parties' enter will be the above-described consideration for the Subcontractor's indemnity in favor of RLH for each project or unique piece of work. Notwithstanding the foregoing, the monetary limitation on the extent of this indemnification provided to RLH and the Owner shall be in the amount of twice the subcontract amount or \$1 million per occurrence, whichever is greater. The obligations to indemnify under this agreement shall apply to all damages cause in whole or in part by any act or omission, of the Subcontractor or any of Subcontractor's contractors, sub-subcontractors, materialmen, and agents of any tier or employees. However, this indemnification shall not include claims of, or damages caused in whole by any act or omission by the Owner or RLH, or for any damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Contractor, Owner or their officers, directors, agents or employees, or for statutory violations or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Subcontractor or any of Subcontractor's contractors, sub-subcontractors, materialmen, agents of any tier or employees.

(e) Subcontractor waives its right to subrogation of any claim that actually arose, or that might arise in the performance of any Subcontract Agreement or pursuant to any Contract Documents. Subcontractor recognizes that it is required to obtain certain contracts for insurance pursuant to this Master Agreement and the Contract Documents, and hereby acknowledges that Subcontractor waives its right to subrogation against RLH whether or not its contracts for insurance allow subrogation.

(f) Subcontractor hereby agrees to defend and save harmless RLH from and against all claims, damages, losses or expenses (including costs and attorney's fees) made by any person

claimed to be caused in whole or in part by any Subcontractor Conduct arising from this Master Subcontractor Agreement, the Subcontract Agreement or the Contract Documents. It is expressly agreed and understood that Subcontractor's duty to defend is separate and distinct from Subcontractor's indemnity obligation to RLH. Subcontractor's duty to defend shall arise immediately upon written notice of the indemnified claim being provided to the Subcontractor by RLH, and includes, without limitation, the obligation to defend RLH and Owner with respect to any alternative dispute resolution proceedings authorized under this Master Agreement, the Subcontract Agreement or the Contract Documents, as well as matters related to investigation and resolution of indemnified claims.

## **Section 11. Loss or Damage to Work**

(a) RLH shall not be responsible for any loss or damage to the Work to be performed and furnished under this Agreement, however caused, until after final acceptance thereof by RLH, Architect and Owner, nor shall RLH be responsible for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by Subcontractor or anyone employed by it in the performance of the Work, however caused.

(b) RLH shall not be responsible for any materials delivered to the project and signed for and accepted as proper by Subcontractor. It is Subcontractor's sole responsibility to check all deliveries of materials to the project for its work to insure the correct materials have been supplied. Should any materials accepted by Subcontractor subsequently be deemed incorrect, Subcontractor shall, at its own expense, return the incorrect materials and immediately reorder the proper materials for delivery.

## **Section 12. Insurance**

(a) Despite the requirements set forth above, RLH will forward absolutely no payments to Subcontractor unless and until Subcontractor has furnished to RLH all insurance paperwork in the forms RLH requires, as set forth in the Master Agreement, the Subcontractor Agreement, or the Contract Documents. Subcontractor specifically acknowledges that RLH's actual receipt of the required insurance paperwork and proof of valid insurance is a condition precedent to the receipt of any payment. If Subcontractor fails to provide RLH with the required insurance documentation, then Subcontractor also agrees to waive any claims against RLH in any forum based on RLH's refusal to pay Subcontractor,

(b) Unless a given project requires greater levels of insurance coverage than specified below, Subcontractor shall purchase and maintain insurance, during the progress of a project and for two years following the final completion of that project, with the following minimum limits of coverage. All insurance companies must be acceptable to RLH:

Worker's Compensation:	Statutory for State of job location with a Broad Form All Other States Endorsement
Employer's Liability:	\$500,000/500,000/500,000
Automobile Liability:	\$1,000,000 Combined Single Limit (each accident). Coverage must include: All Owned, Non-Owned, and Hired Vehicles

Commercial General Liability:	<p>Occurrence Based Policy. Explosion, Collapse, and Underground coverage cannot be deleted</p> <p>Must have Severability of Interest Clause</p> <p>\$1,000,000 Per Occurrence</p> <p>\$1,000,000 Personal &amp; Advertising Injury</p> <p>\$2,000,000 General Aggregate (per project endorsement)</p> <p>\$2,000,000 Products-Completed Operations Aggregate</p>
Umbrella/Excess Liability:	May be dictated by project
Maritime Insurance:	Statutory (when applicable)
Waivers of Subrogation:	<p>In favor of:</p> <ul style="list-style-type: none"> <li>• RLH Construction, LLC</li> <li>• Owner</li> <li>• Architect/Engineer</li> </ul> <p>Applicable to:</p> <ul style="list-style-type: none"> <li>• Commercial General Liability</li> <li>• Worker's Compensation</li> <li>• Commercial Automobile Liability</li> <li>• All Commercial Property or Inland Marine Policies insuring the Work and/or the Subcontractor's property and equipment associated with performing the Subcontractor's Work.</li> </ul>
Additional Insured Requirements:	<p>In favor of:</p> <ul style="list-style-type: none"> <li>• RLH Construction, LLC</li> <li>• Owner</li> <li>• Architect/Engineer</li> </ul> <p>Primary and Non-Contributory Additional Insured</p> <p>General Liability</p> <p>Umbrella/Excess Liability (Must be specifically endorsed onto the policy)</p> <p>Additional Insured</p> <p>Commercial Automobile Liability</p>

(c) Before any Work is commenced on the project, Subcontractor shall provide RLH with a Certificate of Insurance indicating that the Subcontractor has satisfied all of the insurance coverage and limit requirements. Such certificate shall provide for a minimum of thirty (30) days prior written notice to RLH before cancellation, termination, or non-renewal of such insurance (unless the Contract Documents contain a longer advance notice requirement). In the event a deficiency in the Subcontractor's insurance coverage is discovered after the Subcontractor has commenced its work, RLH may withhold payments until Subcontractor complies with the required insurance coverage. In the event Subcontractor's insurance coverage is terminated for any reason during the course of the Project, RLH shall have the right to immediately terminate Subcontractor from the Project, or alternatively RLH may withhold payments otherwise due to Subcontractor until Subcontractor complies with the required

insurance coverage. The failure of RLH to reject the Subcontractor's Certificate of Insurance shall not be deemed to constitute an acceptance by RLH of a deficient insurance certificate. In addition to the Certificate of Insurance, which shall show RLH as a Certificate Holder, Subcontractor shall provide to RLH, prior to commencing any Work, a copy of the endorsement to Subcontractor's insurance policy, showing RLH, the Owner and Architect/Engineer as named additional insureds.

(d) Each of the Subcontractor's contractors, sub-subcontractors and suppliers who perform services on the project shall be required to provide equivalent insurance coverage, including the additional Insured and Waiver of Subrogation requirements, before such suppliers or subcontractors come onto the jobsite. Subcontractor shall provide to RLH, prior to any of Subcontractor's contractors, sub-subcontractors or suppliers commencing any work, a copy of the endorsement to their policy, showing RLH, the Owner and Architect/Engineer as named additional insureds.

### **Section 13. Delay Damages and Indemnity**

(a) RLH shall be entitled to retain and recover from the Subcontractor, as liquidated damages and not as a penalty, \$1,000.00 per day commencing on the first calendar day following expiration of the date Subcontractor was to have completed its Work and continuing until the date that the Subcontractor achieves substantial completion of its scope of Work. The liquidated damages are hereby agreed to be a reasonable estimate of the damages RLH will incur as a result of delayed completion of Subcontractor's Work.

(b) The Indemnity provisions set forth in Sections 3, 4, 13, and elsewhere in this Master Agreement shall not be interpreted or construed in a manner that results in one provision canceling, limiting, or abrogating the indemnities and protections afforded to RLH and Owner in the others; and the duties of the Subcontractor to indemnify, defend, and hold harmless RLH and Owner in each of these provisions shall be interpreted and construed cumulatively.

### **Section 14. Clean Up, Storage and Safety**

(a) Subcontractor shall, at its own cost and expense, (a) keep the Premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work by collecting and depositing said materials and rubbish in locations or containers as RLH designates from which it shall be removed by RLH from the Premises without charge, (b) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (c) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (d) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials.

(b) Subcontractor shall return each fence, barrier and obstruction that is temporarily relocated or displaced by Subcontractor to its original position and condition immediately to ensure adequate and continuous protection of construction personnel as well as the general public at all times; and shall ensure that the Work area is left in a safe condition at the end of each day by turning on life safety equipment and erecting safety barriers and notices. No temporary structures, including construction trailers or other temporary office facilities, or storage or lay down areas shall be placed or maintained at or in the vicinity of the Project until



the appearance and location of such structures and areas have received the prior written approval of RLH. Subcontractor shall take all reasonable safety precautions in the performance of the Work, including without limitation complying with all OSHA (or its equivalent) safety laws, orders, codes, rules, ordinances and regulations. Subcontractor shall immediately notify Owner of any injury to any employee or agent of Contractor or to any employee or agent of any Subcontractor or Supplier occurring at the Project. If the Work site is picketed and Owner and RLH establish a reserved gate for Subcontractor's purpose, Subcontractor shall continue performance of the Work without interruption or delay. Subcontractor shall also be solely responsible for all traffic control necessary to perform the Work in a manner acceptable to RLH and in compliance with all Laws. All Work performed under this Contract shall comply with all Laws governing applicable noise, dust and pollution control requirements.

(c) Should Subcontractor fail to perform any of the foregoing to the satisfaction of Owner, Architect or RLH, and upon receipt of a formal 24 hour clean up or safety notice from RLH, RLH shall have the right to perform and complete such work itself or through others and charge the cost thereof, via a deductive change order, to Subcontractor.

### **Section 15. Construction Liens or Claims**

(a) Subcontractor acknowledges that its rights to remedies shall be governed by the laws of the State in which the Project is located. Subcontractor agrees that its rights to pursue a lien shall be limited to that portion of its subcontract price which is unpaid and due at the time of filing a lien claim and specifically agrees and covenants that it will not file liens, or make any claims against any applicable bonds, for any sums not within the contract price or written modifications thereto and shall not file liens, or make any claims against any applicable bonds, for such sums as it may contend are due as damages by reason of delays or other such claims unless such sums are agreed due to Subcontractor by written contract modification. Subcontractor agrees that its lien rights, whatever they may be are reduced by each payment made to Subcontractor by RLH or any other party on behalf of RLH.

(b) Subcontractor acknowledges that a claim of lien or notice of nonpayment filed by it may be disruptive of Project finances and could have an adverse impact on RLH relationships with Owner and with other Subcontractors. Therefore, Subcontractor further agrees that if it files a lien claim or makes any claim against any applicable bonds which is not permitted by law, or which contains claims which are not permissible hereunder or pursuant to law, or which is negligently or purposefully overstated, RLH shall be entitled to receive from Subcontractor all its damages arising therefrom, and shall further be held harmless and indemnified by Subcontractor from all claims of Owner and other Subcontractors arising therefrom. The foregoing shall be in addition to all rights and remedies provided by law.

(c) If any Subcontractor, laborer, material man or supplier of Subcontractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a claim, whether a construction lien, notice of nonpayment or an attested account or otherwise, against the Project or Premises or any part thereof or any interests therein or any improvements thereon or against any monies due or to become due from the Owner to RLH or from RLH to Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project,

Subcontractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so RLH shall have the right, in addition to all other rights and remedies provided under this Agreement and the Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means RLH chooses, at the entire cost and expense of Subcontractor (such cost and expense to include legal fees and disbursements). Unless due to nonpayment for undisputed funds due from RLH to Subcontractor. Subcontractor agrees to indemnify, protect and save harmless RLH and Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which RLH and/or Owner may sustain or incur in connection therewith.

## **Section 16. Dispute Resolution**

(a) The parties recognize that problems and disputes between them may occur and that it is preferable for them to reach an amicable resolution of such disputes without the need to resort to formal dispute resolution procedures. However, in the event that such disputes are not resolved voluntarily as RLH and Subcontractor may agree, then such disputes shall first be mediated, unless otherwise dictated under the terms of the General Contract between Owner and RLH.

(b) Mediation shall be initiated by either party giving the other party written notice of its demand for mediation, which written notice shall include a description of any issues in dispute. Subcontractor agrees that it shall waive its right to pursue any claim for which it fails to make a written demand for mediation within thirty (30) days of the date Subcontractor first became aware of the issue in dispute.

(c) Mediation shall be held in Orange County, Florida, and the parties, individually or through their respective legal counsel, shall mutually agree upon a certified mediator. The parties' specifically agree that their good faith attendance at mediation is a condition precedent to the filing of any action in a court of law, or other legal or administrative action. In the event any unresolved dispute cannot be amicably settle and the parties' good faith mediation efforts fail within a reasonable period of time, then Subcontractor expressly agrees that proper venue for any legal action shall be limited to either the county wherein the property in dispute is located, or in Orange County, Florida.

(d) Unless otherwise agreed in writing, Subcontractor shall remain obligated to continue to prosecute its work and maintain the progress schedule during any dispute resolution proceedings, regardless of whether it has received payment for the work in dispute. Provided Subcontractor continues to perform, RLH shall continue to make payments in accordance with this Agreement for all work which is not the subject of the dispute resolution proceeding.

(e) BOTH PARTIES MUTUALLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND AGREE THAT ANY LEGAL PROCEEDINGS TRIED BEFORE THE COURT WILL BE BY NON-JURY.

## **Section 17. Termination for Convenience**

RLH shall have the right at any time by written notice to Subcontractor, to terminate this Agreement without cause and require Subcontractor to cease work hereunder, in which case, provided Subcontractor is not then in default, RLH shall indemnify Subcontractor against any

damage directly resulting from such termination. In the event of such termination for convenience, Subcontractor shall be entitled to payment pursuant to the terms of the subcontract for all Work performed as of the date of termination, together with reasonable costs of demobilization and such other reasonable costs as may be encountered by Subcontractor and directly attributable to such termination. However, Subcontractor shall only be entitled to profit on that portion of the work actually performed and approved for payment to the date of termination together with retainage held upon payments made prior thereto. Subcontractor waives any claim for loss of anticipated profits in the event RLH exercises this clause.

## **Section 18. Guarantee**

(a) Subcontractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and Contract Documents.

(b) Subcontractor shall remove, replace and/or repair at its own expense and at the convenience of Owner any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the Project as a whole by Architect and Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or Contract Documents.

(c) Without limiting the generality of the foregoing, Subcontractor warrants to Owner, Architect and RLH, and each of them, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents and applicable code requirements. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

## **Section 19. Bonds**

(a) Subcontractor shall furnish RLH, at its request, a performance bond in the amount of the Subcontract amount and a separate payment bond in the amount of the Subcontract amount, the form and contents of which and the Surety thereon to be satisfactory to RLH. Such bonds shall be furnished to RLH within ten (10) calendar days after Subcontractor has executed this Agreement or within such other time period agreed to by RLH in writing. In the event Subcontractor fails to furnish such bonds to RLH within the time period as herein above provided, such failure shall constitute a DEFAULT under this Agreement in which event RLH shall have all of the rights and remedies provided under this Agreement with respect to default on the part of Subcontractor including, without limitation, the right to terminate this Agreement.

(b) Without limiting the responsibilities of Subcontractor and its Surety under the terms of this Agreement, Subcontractor and its Surety hereby agree to promptly pay all lawful claims of Subcontractors, material men, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used or consumed in connection with the prosecution of the Work provided for in said subcontract and any and all modifications thereof, and shall indemnify and save harmless RLH of and from all liability, loss, damage and expense, including interest,

costs and attorney fees which RLH and/or its Surety may sustain by reason of Subcontractor's or Surety's failure to do so.

## **Section 20. Severability**

In the event that any provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

## **Section 21. Entire Agreement/Florida Law to Govern**

This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by RLH except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by RLH except in writing signed by its duly authorized officer or agent. Florida law shall govern all provisions of this agreement without regard to conflicts of law. The Article headings/descriptions in this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

## **Section 22. Notice to Owner – Prior Notice to RLH**

RLH and Subcontractor recognize that the law provides Subcontractor the right to serve a Notice to Owner/ Notice to Contractor to protect its rights on certain projects as set forth in the Subcontractor Agreement or the Contract Documents. Irrespective of those rights, Subcontractor agrees that before sending a Notice to Owner to the property owner of the property on which the contract will be performed, Subcontractor agrees to provide RLH with seven (7) days advance notice of Subcontractor's intent to file the Notice to Owner.

## **Section 23. Assignment of Subcontract**

In the event of assignment of this Subcontract by RLH to another contractor, Subcontractor agrees to be bound by and continue to perform under the terms and conditions of this Subcontract. Subcontractor specifically acknowledges that its rights, duties and obligations under this Subcontract shall transfer to any assignee of this Subcontract. RLH shall provide Subcontractor with timely written notice of any such assignment. Subcontractor may not assign this Subcontract to any other subcontractor without first obtaining the express written consent of the assignment and the express approval of said assignee from RLH.

## **Section 24. Personal Guarantee**

In addition to the agreements and assurances Subcontractor sets forth in the Master Agreement, the Subcontractor Agreement, and the Contract Documents, Subcontractor's individual representative, as specifically named below, agrees to personally guarantee to RLH any payments, amounts, or liquidated damages that might become due to RLH by operation of the Master Agreement, Subcontractor Agreement, or the Contract Documents. This personal guarantee inures to RLH's benefit, whether the amounts owed result from Subcontractor's negligence, breach, delay, or by other operation of the parties' contracts.

## Section 25. Miscellaneous

(a) Unless otherwise provided in the project specific subcontract, Subcontractor shall obtain and pay for all necessary permits and licenses and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority applicable to the performance of the Work and be responsible for and correct any violations thereof.

(b) Subcontractor hereby expressly warrants that it shall examine the work installed by others that affects Subcontractor's work and that if any defects exist, shall immediately notify RLH in writing and the Subcontractor shall not proceed until such defects are corrected or Subcontractor is given written authorization to proceed signed by an officer of RLH. In the event Subcontractor fails to give notice as required herein, Subcontractor shall be deemed to have waived any claim with respect to such defects.

(c) No waiver by RLH of any breach by Subcontractor of a provision of this Master Agreement, the Subcontractor Agreement or Contract Documents shall be deemed a waiver of any other provision hereof or of any subsequent breach by Subcontractor of such provision.

(d) The Subcontractor shall at its own expense and cost, protect its employees and other persons from risk of death, injury or bodily harm arising out of or in any way connected with the Subcontractor's Work. In addition, the Subcontractor shall comply with all safety policies and procedures of RLH and the Owner.

(e) Subcontractor agrees that all Subcontractor's contractors or sub-subcontractors shall be subject to approval in writing by RLH. The Subcontractor shall require each of its contractors or sub-subcontractors to assume toward the Subcontractor all the obligations and responsibilities which the Subcontractor, by the Master Agreement, Subcontractor Agreement and Contract Documents assumes towards RLH. The Subcontractor shall require its contractors or sub-subcontractors to indemnify RLH and the Owner and their agents and employees according to the indemnity provision herein. If requested by RLH, the Subcontractor shall submit to RLH for approval a list of the Sub-subcontractors and suppliers with whom the Subcontractor intends to engage with respect to Subcontractor's Work.

The said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands as of the day and year first above written.

**RLH CONSTRUCTION, LLC**

\_\_\_\_\_  
PRINT SUBCONTRACTOR COMPANY NAME

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_