



## TRADE CONTRACTOR MASTER AGREEMENT

This document is a binding contract that will serve as a Master Agreement for and between SHELTER ASSOCIATES, referred to hereafter as "SHELTER", and the undersigned, doing business as

\_\_\_\_\_ at the location

\_\_\_\_\_, and referred to hereafter as "Trade Contractor". By signing, Trade Contractor and SHELTER agree to the terms set forth herein. This agreement shall cover all work and all job locations beginning on or after January 1, 2016. The parties agree to the following:

### 1. LICENSING

For work to be completed in Idaho, Trade Contractor must be registered with the State of Idaho as a contracting business and provide SHELTER with a copy of their current Idaho Contractor's License. For work to be completed in Washington, Trade Contractor must be registered with the State of Washington as a contracting business and provide SHELTER with a copy of their valid business license as well as a copy of their current Washington Contractor's License from the WA Department of Labor & Industries. **Trade Contractor must submit copies of these licenses to SHELTER before commencing work on any SHELTER job site.**

### 2. INSURANCE

The Trade Contractor, via their insurance agent, shall submit a completed "Insurance Requirement Statement". This Statement clarifies general liability needs for contracting and ensures the Trade Contractor, SHELTER, and homeowner are appropriately covered in the case of an incident and shall verify that the Trade Contractor maintains insurance policies as described below with acceptable limits as follows:

|                                    |   |
|------------------------------------|---|
| Commercial General Liability       | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate   |
| Worker's Comp/Employer's Liability | \$ 100,000 Each Accident<br>\$ 100,000 Disease – Each Employee<br>\$ 500,000 Disease – Policy Limit |

The Trade Contractor shall name SHELTER as an Additional Insured on above policies by endorsement and those designated by SHELTER, including its agents, affiliates and subsidiaries. The Trade Contractor, to meet this obligation, must provide SHELTER with a Certificate of Insurance with all the provisions of this contract and copies of carrier-issued endorsements.

The Commercial General Liability policy shall be placed with an acceptable carrier with an A.M. Best rating of at least "A".

In addition, the Commercial General Liability policy shall contain the following endorsements and provisions:

1. Per Project Aggregate equaling General Liability Aggregate

  
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Trade Contractor's Initials

2. Additional Insured status to include completed operations 2 year exposure (either through form CG2010 11/85 or combination of CG2010 or CG2026 and endorsement CG2037.)
3. Waiver of Subrogation – CG2404 for Commercial General Liability.
4. Additional Insured coverage applies as primary insurance with respect to any other insurance afforded to contractor.

Such Certificates of Insurance acceptable to SHELTER shall be provided to SHELTER prior to commencing any work under this Agreement. These coverages shall be maintained without interruption from the date of commencement to the date of final payment or termination of Trade Contractor's work.

### **3. WAIVERS OF SUBROGATION**

SHELTER and Trade Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the prime contract or any other property insurance which is applicable to this agreement, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Trade Contractor shall require of its subcontractor's sub-subcontractors agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policy shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have the duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, or whether or not the person or entity had an insurable interest in the property damaged.

### **4. RELEASE OF LIABILITY FOR WORKERS COMPENSATION**

Trade Contractor agrees to hold harmless and indemnify the Contractor from any and all liability for withholding state or federal income tax, federal or state industrial accident contribution, and any employer's tax liability now or subsequently imposed on Trade Contractor.

### **5. PERFORMANCE GUIDELINES**

SHELTER considers our Trade Contractors to be experts at producing a high-quality job. But everyone on our construction team—staff, trade contractors, and suppliers—must recognize the importance of providing quality in both the product, service, and safety areas while on our jobsites and in the homes of our purchasers.

Since we work as a team, poor quality or service, from any of us, reflects unfavorably on all of us. An exceptional level of product quality and highly effective service performed in a safe manner can help us all to increase our businesses and grow.

SHELTER'S definition of quality construction also requires that every job be completed correctly the first time. When this does not occur it costs both of us additional money, imposes on the purchaser, and hurts our reputations as quality builders. That is why, in situations where construction was not completed in a quality manner, prompt corrective action is required to remedy specific deficiencies.

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As such, all work of Trade Contractor will be performed in a good and workmanlike manner in accordance with the plans and specifications and must comply with all Federal and State laws, codes and regulations and all municipal ordinances and regulations effective where the work is to be performed under this contract. In addition, Trade Contractor agrees to meet SHELTER'S Project Manager for an inspection before performing any work.

**6. INSPECTION REPORTS**

The Trade Contractor and the Project Manager shall walk the job together and complete each section of the inspection report(s). The Trade Contractor must correct any deficiency found during the inspection and the job must be 100-percent complete before payment will be made. The Trade Contractor and the Project Manager must sign-off on all sections of the inspection report(s) attesting that the job is 100-percent complete and is correct per the job requirements found in the Scope of Work.

**7. PERMITS**

Trade Contractor shall obtain, furnish and provide, at its own expense, all permits, license, certificates, fees and inspections required in connection with said work except the building permit and certificate of occupancy which shall be at SHELTER'S expense. Trade Contractor represents that if a license is required by any governmental regulation that Trade Contractor has the license and that said license is in full force and effect and acknowledges that SHELTER is relying upon said representation in executing this agreement.

**8. CLEAN-UP**

Trade Contractor agrees to clean up all debris, trash and refuse generated by its own trade at the end of each day and deposit into the trash bin provided by SHELTER or, if none is available, to haul from job site. In addition, Trade Contractor shall clean all walls, floors and other finished surfaces soiled as a result of its trade. Trade Contractor further agrees to deposit into trash bin or haul away all boxes, crates or containers that may have been used to bring materials or fixtures to the job site. Trade Contractor agrees to leave the job broom clean for the next trade. In the event Trade Contractor fails to comply with the above, SHELTER may back charge Trade Contractor for the cost of debris removal and clean up. Trade Contractor should report to SHELTER'S Project Manager if the job has not been cleaned with acceptable practices by the prior trade. Trade Contractor has reviewed the copy of Notice to Trade Contractors regarding cleanup, included with this agreement.

**9. CARE OF MATERIALS**

Trade Contractor agrees to be diligent in the proper care of materials supplied by SHELTER, protecting the work of adjacent trades, and is responsible for maintaining daily storage of job site materials. There is normally minimal storage space available on the job site for tools or materials. Do not bring more than necessary to the job site. All usable materials will be stored by Trade Contractor in an orderly way that protects them from wind, moisture and provides general site safety. All non-usable materials are to be culled and properly disposed of in trash bins provided or hauled away. SHELTER may at its discretion hold Trade Contractor accountable for value of materials damaged by negligent care.

**10. HEALTH AND SAFETY**

Trade Contractor agrees to exercise all precautions necessary to prevent accidents to any of its workers, and all others. If Trade Contractor or any of its employees suffer a work related injury, it must be reported immediately

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to the Project Manager. If applicable, Trade Contractor shall supply at its own expense all protective eyewear, ear protection, head protection, fall protection, etc. to its workers. Trade Contractor is required to have a copy of their written safety program, first aid kit, fire extinguisher and water with cups on site at all times. Trade Contractor is also responsible for having an employee certified in first aid and CPR on site at all times. Trade Contractor will at its own expense comply with all specific health and safety requirements of the Federal Occupational Safety and Health Act and any other applicable authority.

The Trade Contractor agrees that he and all his subcontractors and employees shall comply with all OSHA/WISHA regulations and that Trade Contractor shall defend at its own expense and be responsible for penalties of any nature assessed by such agencies for non-compliance by any of its employees or agents. Trade Contractor also agrees to indemnify SHELTER for any fines issued or paid by SHELTER due to work performed by the Trade Contractor.

Trade Contractor will provide Material Safety Data Sheets (MSDS's) for any hazardous material, as defined by OSHA, that they bring to the job site. Any hazardous materials, containers, or waste shall not be left on the job by Trade Contractor and shall be removed from the job site and disposed of properly at Trade Contractor's own expense. Trade Contractor agrees that its employees have undergone proper safety training and have been properly trained and educated with regard to any hazardous materials used in conjunction with the trade as required by state or federal law or as mutually agreed to by both parties. If Trade Contractor's work area or work habits become a hazard to any of its employees or others, Trade Contractor will be directed to clean up the affected area immediately and/or correct its method of working. If Trade Contractor observes or believes someone is creating a safety hazard, Trade Contractor is required to report it to the Project Manager immediately.

## 11. WARRANTY

Trade Contractor shall warrant against any defects in workmanship and/or materials that were supplied by Trade Contractor for a period of two years from the date the project was first occupied by the owner. Copies of warranties and operation manuals for all consumer products and mechanical equipment supplied by Trade Contractor shall be identified by job number and mailed or delivered to the Project Manager. SHELTER is not responsible for such materials left at the job site.

The Trade Contractor shall have two (2) working days in which to correct any Warranty problem. If the problem is not corrected within two (2) working days then SHELTER shall correct the problem and will backcharge the Trade Contractor all standard equipment hourly rates, SHELTER'S Senior Project Manager hourly rate and any cost of materials.

## 12. MEDIATION

If a dispute arises out of or relates to this contract, or the breach thereof, and cannot be settled through direct discussions, the parties shall endeavor to settle the dispute in an amiable manner through mediation prior to the filing of a claim. Specifically, the parties covenant not to sue prior to the completion of a good faith attempt at mediation as set forth herein.

The mediator shall be selected pursuant to the mutual agreement of the parties and the cost of the mediator shall be borne equally by them. The mediation shall be conducted in Coeur d'Alene, Idaho. In the event that the parties

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cannot agree on the identity of a mediator, the mediation shall be conducted by the AAA pursuant to its Construction Industry Mediation Rules. Nothing herein shall restrict the right of Trade Contractor to place liens on the property for unpaid bills.

### 13. HOLD HARMLESS

Trade Contractor assumes responsibility for and agrees at the discretion of SHELTER to defend, indemnify and hold SHELTER harmless from any and all claims, demands, damages, expenses, losses, fines, penalties or liabilities, including loss of use, arising from, resulting in any manner directly or indirectly from or connected with or in the course of the performance of the trade contract work or the trade contract obligations, including without limitation claims of other trade contractors and suppliers contracting with Trade Contractor. Trade Contractor's obligation to defend, indemnify and hold SHELTER harmless shall include, but will not be limited to SHELTER'S personnel-related costs, reasonable attorneys' and experts' fees, court costs, and all other claim-related expenses, to the fullest extent permitted by law, even though such claims may prove to be false, groundless or fraudulent, subject to the limitations below:

- a) Trade Contractor's duty to indemnify shall not apply to liability for damaged arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of SHELTER, their agents or employees.
- b) If under the laws determined to be applicable to this paragraph, indemnification of concurrent negligence is valid only to the extent of the negligence of Trade Contractor, its agents or employees, then Trade Contractor's duty to indemnify for liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of SHELTER, their agents or employees, and Trade Contractor shall apply only to the extent of negligence of Trade Contractor or Trade Contractor's agents or employees; except when negligence is not a requirement of liability.

### 14. ASSIGNMENT OR SUBLETTING OF CONTRACT

Trade contracts may not be assigned or sublet by Trade Contractor to any other person or company without the specific written consent of SHELTER ASSOCIATES, INC. If assigned or sublet with approval, the second Trade Contractor will be bound by written agreement with Trade Contractor to comply with the conditions of this contract. Trade Contractor will remain responsible for enforcing such compliance and for damages resulting from non-compliance.

### 15. CONTRACT SUM AND EXTRAS

Contract sums for individual job locations will be negotiated between SHELTER ASSOCIATES, INC. and Trade Contractor on a per job basis, and documented by a "Trade Contract." Trade Contractor should request a signed copy of the job proposal and Trade Contract before commencing work.

For contract sums based on allowances, SHELTER ASSOCIATES, INC. will be responsible for paying only the amount of the allowances. The Trade Contractor or supplier is solely responsible for collecting all monies over the amount of the allowance.

**IMPORTANT: All change order extras must be submitted on separate invoices and must be accompanied by an attached Extra Work Order signed by SHELTER'S Project Manager.**

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## 16. NIBCA, IBCA, NAHB

SHELTER appreciates the value of membership in the North Idaho Building Contractors' Association, Idaho Building Contractors' Association and National Association of Home Builders, and the accompanying benefits that membership provides. We like to do business with members and encourage our trade contractors to join. If you already belong, thank you for supporting the industry that provides us both with our living. If not a member, an application is included for your consideration.

## 17. CUSTOMER SERVICE PLEDGE

Recognizing the value of customer satisfaction to future business for both parties, Trade Contractor pledges to support SHELTER'S customer service goals and confirms its intention to provide exceptional customer service, including:

- Calling ahead to make appointments with owners for performance of work orders, even if the work is exterior.
- Being on time for appointments - if delays occur, calling to let the owner know and rescheduling if needed.
- Abuse of not meeting set appointment times shall result in a backcharge to the Trade for the Project Manager's time.
- Parking in the street rather than on the owner's driveway.
- Identify yourselves and our company to the owner upon arrival.
- Removing your shoes when performing interior work.
- Smoking only outside of the home. All cigarette butts must be disposed of in a proper receptacle.
- Having all materials and tools necessary to perform the work needed.
- If a follow-up visit is necessary to complete the work, scheduling it immediately.
- Cleaning up any dust, debris, or scraps left by the work performed.
- Excusing ourselves rather than becoming involved in a disagreement with the owner, and reporting such circumstances to the builder.
- Not commenting on other work in the home, gossiping about the builder, other trades, or other owners
- If a serious defect is noticed, report it to the builder.
- Leaving a note, a service ticket, or door hanger each time we perform work in a home.
- Returning paperwork to the builder as soon as possible to confirm completion of items.
- Calling the builder's attention to recurring items and suggesting alternative methods/materials to eliminate them.

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- Completing warranty work orders within ten business days unless other arrangements are made with the owner and SHELTER is notified of the schedule.

## 18. SHELTER'S SUMMARY OF ACCOUNTS PAYABLE POLICY

### a) INVOICES

- Invoices for the work performed during any given month are due no later than the first working day of the following month in order to be included in that month's draw request and to be paid by the 10<sup>th</sup> of the month.
- Only work completed for that month may be invoiced – **NOT** work what will be completed by the 10<sup>th</sup> of the following month.
- All invoices received after the 1<sup>st</sup> workday will **NOT** be paid until the following month.
- Invoices must note the following:
  1. Trade/Supplier's Unique Invoice Number
  2. Trade/Supplier's Idaho Contractors' Registration Number
  3. SHELTER Job # (for example: 16-09 or 17-01)
  4. SHELTER Project Name (usually last name of client)
  5. Worksite Address
  6. Description of work performed
- If Trade Contractor is working on more than one SHELTER project at a time, each project shall be billed on separate invoices for the month.
- More than one cost code may be included per invoice as long as it is broken down.
- Labor may be included in the sub-total
- Tax may be included in sub-total unless the invoice is for a Washington job. SHELTER is a WA Reseller, therefore, tax is not to be billed on invoices for WA jobs.
- Any unclear or questionable invoices may be returned to contractor/supplier. If invoices are not returned by the 1<sup>st</sup> workday of the month, the above policy will be in effect.
- **NO** invoices or proposals will be accepted on the jobsite - they must be received by the office administrator via mail to the address indicated below, or email to [admin@shelterassociates.com](mailto:admin@shelterassociates.com). Faxes may be sent to 1-208-664-3105 (must include area code). If sending an invoice by fax, please indicate whether an original will be sent. It is the trade/supplier's responsibility to follow up with a call to ensure the fax was received by SHELTER.

### b) PAYMENT

- Checks will be cut and mailed on the 10<sup>th</sup> of each month.
- Payment may be held or delayed if SHELTER is still awaiting any of the following information from Trade Contractor:
  1. Insurance Requirement Statement (submitted by Trade Contractor's insurance agent)
  2. Certificate of Insurance showing both General Liability and Worker's Comp
  3. Signed and dated W-9
  4. A readable copy of Idaho Contractor License

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- 5. A readable copy of WA Business License and WA L&I Contractor’s License if work is to be completed in the state of Washington.
- 6. A signed Trade Contractor Master Agreement
- 7. Past-due punchlist items are not yet completed
- 8. If licensed, a copy of your Public Works License

**19. COMMUNICATIONS**

All calls or emails from SHELTER’S staff are expected be returned within 24 hours. If SHELTER does not hear back from the indicated primary contact, the “backup” contact will be reached.

Please ensure SHELTER has two points of contact for you. Be sure to thoroughly complete and submit a CONTACT FORM.

We have read this agreement carefully including the pages attached hereto before signing and hereby acknowledge receipt of a copy hereof.

**SHELTER ASSOCIATES**

By: Matt Fisher, President

Trade Contractor/Supplier

Signature

Print Name

Title

Date

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## **NOTICE TO TRADE CONTRACTORS**

### **KEEP THE PROJECT CLEAN**

THE CONDITION OF THE JOB SITE IS A REFLECTION OF THE QUALITY OF ALL OUR WORKFORCE. PLEASE HELP US TO KEEP THE PROJECT CLEAN BY OBSERVING THE FOLLOWING:

**BROOM SWEEP DAILY**

**PUT TRASH IN DUMPSTERS, OTHER TRASH RECEPTACLES, OR HAUL AWAY**

**DO NOT MIX WOOD DEBRIS & TRASH WHEN IN "WOOD ONLY" RECEPTACLE**

**DO NOT CHANGE THE THERMOSTAT SETTING**

**WHEN HEAT IS ON, KEEP WINDOWS AND DOORS CLOSED!**

**ABSOLUTELY NO SHOES ON FINISHED FLOORING! BOOTIES OK**

**NO SMOKING ALLOWED INSIDE AFTER COMPLETION OF ROUGH TRADES**

**NO CIGARETTE BUTTS ARE TO BE DEPOSITED ON THE GROUND!**

**ALL FOOD AND DRINK DEBRIS IS TO BE DEPOSITED INTO GARBAGE CAN**

**STORE ALL EXCESS MATERIAL IN DESIGNATED AREA**

IF YOU FIND THIS PROJECT UNCLEAN UPON STARTING WORK, PLEASE REPORT IT TO THE PROJECT MANAGER AS SOON AS POSSIBLE. IF YOU ARE WORKING IN AN AREA WITH OTHER TRADE CONTRACTORS, PLEASE WORK TOGETHER TO FOLLOW THESE GUIDELINES.

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