



This Master Service Agreement (**“Agreement”**) is made and entered into as of **[Date]** _____, by and between **[Subcontractor Company Name]** _____, a **[State]** _____ corporation with its principal place of business located at **[Address] (“Subcontractor”)** _____, hereby known as “Subcontractor,” and **Sunchase Construction**, a **Florida** corporation with its principal place of business located at **119 W Garden St, Pensacola, FL 32502**, hereby known by Contractor.

WHEREAS, Contractor wishes to engage Subcontractor to perform certain services in connection with construction projects, and Subcontractor wishes to provide such services, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Scope of Services: All Scope of Services will be agreed to via a signed written Work Order provided by the Contractor to the Subcontractor. The performance of any Work Order issued under this Agreement will be governed by the terms and conditions of this Agreement, which shall be incorporated by reference therein. Additionally, this Agreement and any corresponding Work Order shall also incorporate the terms of any contract between Contractor and Owner (“Prime Contract”) for the work of the project to which the Work Order relates.

Work Orders: All Work Orders provided by the Contractor to the Subcontractor shall outline the specific scope of work to be performed, the project and/or address the work is to be performed, and the agreed upon price for which the work is to be performed. Any special payment terms agreed to will be stated in the Work Order and will take precedence over the payment terms listed on this Agreement. If no special payment terms are stated in the Work Order, the terms in this Agreement will apply.

Special Provisions: Before any Work Order can be issued and before any Subcontractor employee may enter a Contractor job site, Subcontractor must provide Contractor with the executed version of this Agreement, a signed W-9, and Proof of Insurance with required rates set forth in Exhibit A of this Agreement.

Term:

- A. This Agreement shall commence on the Effective Date and shall continue in effect for one year from Effective Date or until terminated by either party.
- B. **Confidentiality:** Each party agrees to maintain the confidentiality of all confidential information provided by the other party and to use such information only for purposes of performing its obligations under this Agreement.



- C. Intellectual Property: Unless otherwise agreed to in a Work Order, all intellectual property rights in any works created in the course of performing the Services shall belong to Contractor.
- D. Indemnification: Subcontractor shall indemnify and hold Contractor harmless from and against any claims, damages, losses, and expenses arising from Subcontractor's negligence or willful misconduct in performing the Services.
- E. Compliance with Laws: Subcontractor shall comply with all applicable laws, regulations, and ordinances in performing the Services under this Agreement.
- F. Dispute Resolution: In the event of any dispute arising out of or relating to this Agreement, the parties agree to the following procedures to resolve such dispute. First, upon notice of such dispute, agents of Contractor and Subcontractor who are fully vested with authority to resolve the dispute shall meet in person within 15 days after notice of such dispute to endeavor to resolve such dispute. Any resolution or partial resolution shall be put in writing. Second, any unresolved disputes shall be subject to mediation under the statutes and rules governing mediation in the State of Florida as if the mediation were a "court ordered" mediation. The parties shall endeavor to agree upon a mediator, but if they cannot agree, any sitting circuit judge may appoint a mediator upon request. The mediation shall be held within 30 days after the in-person meeting. Third, to the extent that the dispute remains unresolved, the parties agree to and consent that such disputes shall be settled by binding arbitration. If the parties cannot agree on a private arbitrator, then the arbitration shall be administered by the American Arbitration Association, under the Construction Industry Arbitration Rules. Judgment on the award rendered in the arbitration may be enforced in any court having jurisdiction thereof. Cost of arbitration will be paid by Client.

Miscellaneous:

- A. Choice of Law and Venue: This Agreement shall be governed by the laws of the State of Florida, and any and all disputes arising hereunder shall be brought in a court of competent jurisdiction and appropriate venue within the State of Florida.
- B. Attorney's Fees: Should Contractor employ an attorney to enforce any term or provision of this Contract, or to protect its interests arising out of or relating to this Contract, or to defend any claim or suit arising under or relating to this Contract, Subcontractor agrees to pay all reasonable attorney's fees and costs incurred by the Contractor whether such fees and costs are incurred in negotiation, mediation, arbitration, litigation, on appeal, or in proceedings to determine entitlement to and the amount of any award of attorney's fees or costs.
- C. Entire Agreement: This Agreement, together with any SOWs, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings, both written and oral.



Changes to Work:

- A. Change Orders: Subcontractor may be ordered in writing by Contractor, without invalidating this Agreement or subsequent Work Orders, to make additions, deletions, or other revisions to a scope of work provided in a Work Order ("Change Order"). These changes may include, without limitation, changes required by the owner of a project, or changes arising out of a modifications to of Contractor's Prime Contract with an owner, and may result in changes in price, scope and time. Subcontractor shall not make any changes to any Work Order unless authorized via written Change Order issued by Contractor.
- B. Requests for Change Orders: Subcontractor shall not commence any work outside the scope of work described in a Work Order unless it has first provided Contractor with a written Request for Change Order detailing the requested change and the request has been approved by contractor in writing. Contractor shall not be liable for any additional costs to Subcontractor for extra work or change order work absent a fully documented Change Order. Additionally, Subcontractor shall not be entitled to any claims for delay or impact for work performed without a fully documented Change Order or for matters not timely raised via a Request for Change Order.

Subcontract Price and Payment

- A. Total Sum: The price set forth in the Work Order, along with additions or subtractions in any Change Order, will be deemed to be full compensation for the work furnished by Subcontractor (the "Subcontract Sum").
- B. Payment Terms: Subcontractor is required to provide invoices to Contractor by 12:00 pm on Wednesdays. If invoices are received by this deadline, are accurate, work is complete and verified by the Contractor, payment will be sent out by the end of the day on Friday of the week the invoice was received.
- C. Final Payment: As a condition to final payment, Subcontractor will provide Contractor with conditional and final lien waivers, drawings, vendor warranties, product data, manuals, accountings, proof or payment of vendors and labor suppliers and samples related to any work performed by Subcontractor under this Agreement.

Termination:

- A. Termination by Contractor: Should the Subcontractor fail to perform in strict accordance with the Prime Contract, this Contract, where or as the Contractor may so direct, or should the Subcontractor become insolvent, unable to or fail to pay its obligations as they mature, or in other respect, fail, in the opinion of the Contractor, to properly prosecute and perform any part of its work, then the Subcontractor may be deemed by the Contractor to have materially breached this Contract. In case of a breach, as indicated herein or as might otherwise be determined by law, then the Contractor may, at its discretion, terminate this Contract, or any part thereof, by giving written notice thereof to the Subcontractor. In case of such termination, Subcontractor will turn over, and Contractor may use, any materials of Subcontractor which were to be incorporated in its work. The Subcontractor, on termination, will be deemed to have offered to the



- B. Contractor an assignment of all of its subcontracts and purchase orders relating to this Project. The Contractor may, at its discretion, do whatever is necessary to assure performance of any terminated work. The Contractor may withhold from Subcontractor any monies due or to become due under this or any other contract to offset the damages incurred or possibly incurred as a result of the breach. In case of a breach, the Subcontractor and its surety company shall be liable to the Contractor for any and all additional costs, expenses, attorney's fees, and other damages, both liquidated and unliquidated, which directly or indirectly result from the Subcontractor's breach or threatened breach.
- C. Termination by Owner: If the Owner of a project the Subcontractor has received a Work Order for has terminated a Prime Contract for any reason, the Work Order and any subsequent Change Order is also terminated. Subcontractor shall immediately submit an invoice for its progress on the project to the date of termination. This invoice is subject to normal payment terms. Contractor shall then pay Subcontractor the reasonable value of the terminated portion of Subcontractor's work.

Warranties:

- A. Any speculative houses built by Contractor will be sold with a 1-year warranty to the homebuyer. This warranty allows for simple fixes up to 1-year with Contractor and Subcontractors associated with those homes. By execution of this Agreement, Subcontractor agrees to be party to and bound by any 1-year warranty issued by Contractor.
- B. Subcontractor warrants its work to Contractor to the same extent that Contractor is required to warrant its work to any owner, architect or other party affiliated with any project where work is performed. Subcontractor shall promptly take down and correct any work not complying with this Agreement, any Work Order or and Prime Contract and is solely responsible for the expense of correction, as well as the cost of correcting any other portions of any project damaged by either the deficient work or the correction of the deficient work. Regardless of whether stated in Prime Contract, Subcontractor warrants that it will perform its Work in a good and workmanlike manner, in compliance with all applicable building codes and other legal requirements, and in compliance with all requirements of any manufacturers or providers of materials or equipment used in the work, and that all materials used will be new and of good quality unless otherwise agreed.
- C. Independently of the Subcontractor's warranty, Subcontractor shall correct all Work after substantial completion of any project that is identified as defective for the same period that Contractor has such obligation to any owner.

Site and Safety Requirements:

- A. Subcontractor shall attend all meetings required by Contractor.
- B. Subcontractor shall at all times comply with all workplace safety requirements imposed by law, OSHA regulations, and any additional requirements imposed by Contractor.



- C. Subcontractor shall at all times keep its work area in a safe, neat, and orderly condition and shall dispose of all trash and debris daily. All work areas shall be left broom clean each day. The failure to keep work areas clean may result in Contractor cleaning such areas and back charging Subcontractor for the cost of such cleaning.

Insurance, Bonds, and Indemnity

- A. Insurance: Immediately upon the execution of this Subcontractor Agreement, Subcontractor shall provide and maintain the insurance policies, amounts and coverage as provided on Exhibit A attached hereto. In addition, Subcontractor shall provide any other insurance and coverages as Contractor may reasonably require. If the agreement between Owner and Contractor specifies required coverages for Subcontractors, then those coverages shall be provided unless Contractor requires greater or more expansive coverage. Subcontractor shall provide copies of all insurance policies upon request. In all events, Subcontractor shall make Contractor and such other persons as Contractor may require additional insureds on Subcontractor's general liability insurance policies as to both ongoing operations and products/completed operations. Subcontractor shall maintain such persons as additional insureds for the longer of the time required in the Owner/Contractor Agreement or five (5) years. Subcontractor hereby expressly waives its right to subrogation against Contractor and the Owner.
- B. Indemnity: To the fullest extent permitted by law the Subcontractor shall indemnify and hold harmless the Contractor, Owner, Architect, Architect's consultants, and agents and employees of any of them from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Work itself or performance of the Work, including, without limitation, those resulting from any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property (including damage to the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is 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 that would otherwise exist. In claims against any person or entity indemnified under this section by an employee of Subcontractor, or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This indemnification obligation shall also apply to any claims arising out of any breaches of any express or implied duty under the Contract Documents, including, without limitation, deficiencies in the Work, safety violations, warranty claims, clean up expenses, corrective work claims, or any other claims of any kind, sort, or nature.



IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.

[Contractor Company Name]

[Subcontractor Company Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____