

PURCHASE ORDER AGREEMENT

Date:
To Supplier:

Project #:
Project Name:
Project Location:

Attention:

From Contractor:

Attention:

The following is a packet of information regarding your Purchase Order Agreement for the above referenced project. It is important that you review ALL of the information in this packet and call us if you have any questions.

Please note – alterations to the Purchase Order Agreement or any Exhibits attached as part of the Purchase Order Agreement will NOT be accepted at this time as these should have been negotiated prior to this time.

Prior to starting the project you must return the following to us:

- Two (2) original copies of the signed Purchase Order Agreement
 - Please make sure you initial **every** page of the Purchase Order Agreement, including **all** exhibits, next to “Supplier Initials”
- Certificate of Insurance (see Exhibit E for Sample)
- Exhibit G - Completed W-9 Form

When the Purchase Order Agreement is fully executed by both parties, we will return one (1) copy to you for your records.

IMPORTANT INFORMATION

Our payment terms, invoice submittal due date and retainage withholding and release procedures for this project are outlined in detail in item 19 of Exhibit A – Scope of Work and in Exhibit D – Payment Policy and Lien Waivers.

You will be required to use the attached Exhibit B – Schedule of Values as your invoice format, showing total contract, previous billings, current billing, total billed, percent complete and retainage withheld. If you need this in electronic (Excel) format, please contact us and it will be provided to you.

You are also required to submit the Supplier Lien Waiver form with each payment application. This form can be found in Exhibit D – Payment Policy and Lien Waivers.

NO PAYMENTS WILL BE RELEASED UNTIL ALL OF THE PROPER DOCUMENTS AND FORMS HAVE BEEN RECEIVED IN CONTRACTOR’S OFFICE AT THE ABOVE LOCATION.

If the Purchase Order Agreement is returned to our office without all of the appropriate signatures and initials, it will be returned to you. This delays the execution process and is easily avoided.

We look forward to doing business with you.

Subcontractor Initials: _____

Contractor Initials: _____

PURCHASE ORDER AGREEMENT

**EXHIBIT A
SCOPE OF MATERIALS and SERVICES**

The following Scope of Work is for the convenience of the Buyer (Contractor) and is not intended to revise or supersede the Drawings or Specifications. If anything is found to be contradictory between this Scope of Work, the Drawings, Specifications, manufacturer's recommendations or any applicable code, law, or regulation, then the Seller (Supplier) at no additional cost to the Buyer shall meet the more extensive or more burdensome requirement.

The Seller shall provide all permits, labor, materials, tools, equipment, vehicles, insurance and taxes necessary to properly complete all work associated with this scope of material and service as outlined below. All work shall be completed in strict accordance with this Scope of Work, manufacturer's recommendations, any applicable code, law or regulation and the drawings and specifications as listed in Exhibit C of this Purchase Order Agreement. Any discrepancies and/or conflicts between any of the above must be brought to the Buyer's attention for presentation to, and ruling by proper authorities.

Schedules are updated during the weekly onsite meeting. Any exceptions to scheduling changes must be noted during weekly meetings. Attendance to weekly meeting is mandatory for all subcontractors and suppliers working on site during their scope of work. Failure to attend weekly meeting will constitute acceptance and approval, by Seller, of schedule changes discussed during said meetings. On all workdays the Seller shall maintain a qualified full-time, English speaking, representative assigned to the project that is responsible for the schedule, deliveries, quality and on-site personnel of the Seller.

The Seller is responsible for furnishing and delivery of all materials including, but not limited to, the following:

Project

This Scope includes all work associated with

Materials

1. Seller will sell and deliver, and Buyer will purchase, the following materials, services and/or equipment (hereinafter "material"): Seller shall guarantee all quantities, pricing and deliveries required to complete the project, per Seller's take off, excluding material shortages due to theft, vandalism, misuse, fire or weather related damages and due to no fault of Seller.
2. All materials shall be provided wholly in accordance with the Contract Documents and in compliance with all of the laws and ordinances bearing on the construction of the job, and the Seller shall notify the Buyer, in writing, if anything contained in the Contract Documents is at variance therewith. The Seller is bound to the buyer by the terms of the Contract Documents and assumes toward the Buyer, with respect to the Seller's work, all of the obligations and responsibilities that the Buyer, by the Contract Documents, has assumed toward the Owner.
3. The Seller shall furnish all materials, transportation, labor, supervision, supplies, fuel and equipment and shall obtain and pay for all policies of insurance, guarantees and guarantee bonds (if required by Buyer), and shall give all notices and obtain all permits and inspections required by the Contract Documents or by law or municipal ordinances and pay all charges incident thereto, and shall do all things necessary to complete the Seller's work to the entire satisfaction of the Buyer, Owner, and Architect, and applicable building codes.
4. If materials supplied or installed are not fit for its intended use due to defect or negligence of said material, then the Seller shall be held liable for all costs associated therewith. Seller warrants materials supplied hereunder to be fit for purposes intended, merchantable, of the highest quality and workmanship, and free from defects.
5. It is understood that all material on this order must meet the requirements of the latest code of National Board of Fire Underwriters and any and all other agencies having jurisdiction.
6. All materials must be shipped with any freight or other handling charges pre-paid to point of delivery indicated on purchase order.
7. Seller shall provide on-site material management services as needed to insure timely deliveries and appropriate quantities.
8. Upon mutual agreement, Buyer and Seller may re-negotiate, cancel or extend this contract for all material not shipped by "Duration Price Guarantee Date" as outlined on page two (2) of this Agreement.

MBE/WBE Commitment

The MBE/WBE Commitment for this Subcontract, if any, shall not be less than: **\$0.00**. Subcontractor shall be prepared to substantiate the accuracy of this commitment.

Allowances

Allowances, if any, are as follows:

Allowance	Amount
	\$0.00
	\$0.00

Unit Prices

Unit Prices, if any, are as follows:

Description	Amount	Units
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	

Submittals

1. *Provide the Buyer with a minimum, one (1) year warranty on all materials and workmanship furnished under this Agreement. *Provide Buyer

Subcontractor Initials: _____

Contractor Initials: _____

- with 3 sets of service manuals for all equipment provided.
2. *Submit _____ copies of all shop drawings, details or cut sheets necessary to complete the work, for review and approval prior to fabrication and/or delivery to the field. *Submit _____ samples and cut-sheets for all manufactured materials and equipment to be used or installed on the project. Submittals shall explicitly disclose any particular portions of the submittal that deviate from the requirements of the Contract Documents.
3. Direct all correspondence, drawings, catalogue cuts and or descriptive literature, etc. to Buyer's office address shown at the top of this Agreement, referring to this specific project, purchase order number and codes shown.
4. If applicable, as-built drawings shall be updated and submitted to Buyer during construction, and finalized upon project completion.
5. If applicable, provide 1 copy of HazCom Material Safety Data Sheets (MSDS), to Buyer, for all hazardous materials utilized on site.

Performance

1. Seller shall at all times respect the work of other subcontractors and suppliers and shall take all necessary precautions to avoid damaging their work. If this Seller, or any representative of Seller, damages such work, repairs will be made at this Seller's expense.
2. Seller shall leave each building, and areas surrounding each building, clean and free of all excess materials, debris and containers of its trade. All trash shall be gathered immediately after each phase of work has been completed and disposed of in appropriate trash containers.
3. All equipment and materials furnished under this Agreement shall be in new and functional condition, as required for a complete and operational system.
4. *Coordinate with Buyer's jobsite Superintendent for location of onsite trailer and storage facilities. Seller shall be responsible for security and condition of Seller's stored materials and equipment.
5. It shall be the Seller's representative's responsibility to make as many jobsite visits as necessary to (1) verify delivery schedules to ensure no construction delays, (2) verify correct and adequate quantities of materials are received and (3) check for theft, misuse or damage to material already delivered to the site. Any such theft, misuse or damage shall be reported to the Buyer's jobsite Superintendent immediately. In the event that the Seller's representative is changed or replaced, written notification must be sent to the Buyer communicating such change and identifying the replacement representative, including any and all contact numbers.
6. Seller shall keep all motorized equipment and/or vehicles on paved areas. In an effort to avoid damage to work in place by other trades, no vehicles or equipment are allowed behind or alongside buildings in the dirt area without specific direction from the Buyer's jobsite Superintendent. Access to all buildings shall be from the front pavement only.
7. **Delivery:** Material will be delivered to the jobsite during normal working hours. Material will be spotted by Seller's truck as directed by Buyer's superintendent. Seller must notify Buyer's superintendent of delivery in writing or by telephone at least 24 hours before delivery. No materials will be received on site after **3:00 P.M. local time**. No material shall be shipped until Buyer's superintendent has released it for delivery. Upon request, Buyer shall provide Seller with names of individuals authorized to sign for deliveries. Purchase order number and name of project must appear on all invoices, freight bills, packing slips, delivery tickets and on contents of all barrels, boxes, crates, bundles, packages and tags, etc. applying to this order. Failure to comply with this requirement may result in payment being withheld until materials can be assorted, checked and properly identified. Seller shall furnish separate monthly statements for each project together with the original bill of lading or signed delivery receipt. An itemized packing slip or delivery ticket must accompany each delivery.
8. **Compliance with Contract Documents:** The Contract Documents consist of: the Contract between the Buyer and the Owner, the plans and specifications prepared for the job, including all modifications incorporated prior to the date of this agreement, the details necessary to complete the drawings, and this agreement. The Contract Documents are to be construed together so that all of the work called for or indicated anywhere therein, relating to the Seller's work is to be done by the Seller. In case of discrepancy within the Contract Documents, the provisions of this agreement shall take precedence. When the Contract Documents provide for the exercise of authority by an Architect, Engineer or Code Enforcement Officer, the Seller shall be subject to such authority by instructions issued through the Buyer.
9. **Compliance with Laws/Taxes:** Seller shall be familiar with all building and safety codes that apply to material and labor supplied under this Agreement. All material will comply with all Federal, State, and local building codes, safety codes, regulations and all applicable ordinances in effect for the performance of this Purchase Order. Seller shall pay all delivery fees and taxes, including Sales and Use Taxes, Occupational Taxes, Social Security Insurance Payments and Unemployment Compensation Taxes upon the material and labor furnished under this agreement, as required by the United States Government and the State in which this work is performed.
10. **Insurance:** Seller shall, in a manner satisfactory to Buyer, maintain at its own expense until the completion of the Work and final payment therefore the insurance limits listed in the attached Exhibit "E" naming Owner and Buyer and all other entities or persons listed on exhibit "E" as additional insured, INCLUDING PRODUCTS/COMPLETED OPERATIONS AND APPLY ON A PRIMARY AND NON-CONTRIBUTORY BASIS. The Seller shall obtain Workmen's Compensation, Comprehensive General and Automobile Liability Insurance and all other necessary insurance, as required by the Owner, Buyer, Contract Documents, or by the State in which this work is performed. If not otherwise specified at higher minimum amounts by: a. Workmen's Compensation: Statutory; b. Comprehensive General Liability, \$1,000,000 Per Occurrence and \$2,000,000 Aggregate; c. Automobile Liability: \$1,000,000 Per Accident; d. Umbrella Excess Liability: \$1,000,000. Seller shall require all of its Suppliers and Subcontractors to comply with the foregoing insurance requirements. Seller shall, within five (5) days after the execution of this Agreement or before beginning the Work, whichever is first, submit, in a form satisfactory to Buyer, certificates that all of the said required insurance coverage has been obtained and the Seller and Seller's representatives are covered thereby. Each policy and certificate shall provide that there shall be no cancellation of or change in the insurance coverage until after at least thirty (30) days prior written notice to Buyer.
11. **Samples and Mock-Ups:** If requested by Buyer, Seller will provide, at its own expense, samples and mock-ups to comply with the requirements of the Contract Documents.
12. **Operating Manuals:** Seller will supply proper operating and maintenance manuals, drawings, and any other documentation that is required by the Contract Documents as noted in item 2 of Submittals on page 3 of this document.
13. **Substitutions:** No substitution to product or design will be permitted without the prior written consent of Buyer. If Seller proposes any substitution for approval, Seller guarantees that the substitution is equal in quality, capacity, durability, ease of maintenance, and ease of installation to the material originally specified and the Seller assumes any and all performance liabilities associated with the substituted product.
14. **Inspection and Testing:** Buyer may inspect and test material at any time. Seller will facilitate Buyer's inspection and testing at the factory, in the warehouse, on the road, and in the field. Inspection and/or testing shall be at the Buyer's expense, however, such expense shall be reimbursed by Seller should the tested materials be found to be substandard.
15. **Changes:** Buyer, by written order, may delete material to be supplied under this Agreement, and the Agreement price will be equitably reduced. In the event of such material deletion, Buyer shall reimburse Seller for legitimate expenses associated with the deleted material and incurred by Seller in the good faith execution of this Agreement. Buyer may order an increase in material to be supplied at the unit prices stated in the Agreement. If no unit prices are stated, Seller will promptly, at the request of Buyer, quote prices, and Buyer will promptly accept or reject the quote. No extra work or changes under this agreement will be recognized or paid for, unless agreed to in writing by both parties prior to performance of extra work.

16. **Indemnity:** Seller agrees to indemnify and hold harmless the principals, officers, directors, employees and agents of the Buyer, Owner, Architect/Engineers from and against any and all claims, liens, demands, allegations, actions, causes of action, suits, duties, obligation, liabilities, losses, and expenses that any party had, has or may have against any of the indemnified parties or that may be incurred by any of the indemnified parties, to the extent caused by the negligence or fault of Seller, or Seller's representatives in performing its duties under this agreement
17. **Warranty:** Seller warrants that all materials and labor supplied under this agreement will be new, functional, first-class, merchantable, fit for the intended purpose, and undamaged, for a period of one year from date of acceptance by Owner, or such longer period as may otherwise be applicable by virtue of manufacturer's warranty, Contract with Owner, or by applicable law that the material shall be free of defect in workmanship, materials, construction, fair wear and tear excepted, and will confirm to the conditions of this agreement. Without limiting Buyer's remedies, Seller shall make good, at its own expense, any such defects or nonconforming work that may appear within the period covered by the guaranty. The obligation of Seller shall extend to all materials ordered, whether payment therefore is made by Seller or is made directly by Buyer to the Seller. In the event that any part of any materials is determined by Buyer or Owner to be improper or defective, either during the actual performance of the Buyer's work or during any applicable guaranty period, Seller shall, immediately upon being notified in writing by Buyer to do so, proceed to correct the same at its own cost and expense. Buyer may assign Seller warranties, and all manufacturers' warranties shall be assigned to Owner.
18. **Payment:** Seller shall submit to Buyer monthly progress payment applications based upon the attached Exhibit B – Schedule of Values showing the values of the various parts of the materials aggregating to this Agreement amount, in such detail and with such supporting documentation as Buyer or Owner may require, in order to permit Buyer, upon Buyer's receipt of such funds from Owner, to endeavor to make payment within thirty (30) days of the Submittal Date. Payment of the Agreement price, in accordance with the attached Exhibit B and Exhibit D, will be made progressively, less any retainage if applicable. No payment will be made until Seller has supplied unconditional and/ or conditional lien waivers or releases, properly executed by Seller and any of its subcontractors or suppliers on a form approved by Buyer (see attached Exhibit D – Payment Policy and Lien Waivers).
 In applying for payment, Seller shall submit invoices based upon the attached "Schedule of Values", Exhibit B. Any requests sent in late, or not sent directly to the address noted, will only delay processing payment. Failure by Seller to comply with payment terms may result in stopped shipments and /or agreement termination. No payment for materials stored offsite will be made, unless specifically outlined in the schedule of values and as outlined in the Contract between Owner & Buyer. The "Schedule of Values" shall not be revised unless agreed in writing by both parties. The Buyer has the right to refuse payment on any invoice unless and until presented by Seller with receipt or delivery ticket signed by an authorized employee of the Buyer. The Buyer's payment for any materials shall not constitute a waiver of any rights hereunder.
 Final payment, including retainage (if applicable), shall be due and payable within Sixty (60) days after all work covered by this Agreement is complete. Before final payment is made, the Seller shall submit to the Buyer all receipts, affidavits, waivers of lien, or any evidence requested by Buyer as necessary to satisfy the Owner that all costs and indebtedness incurred on account of the cost of the project have been paid to the extent that payment has been made by the Owner. Approved copies of O&M manuals and As-built drawings shall also be in hand.
19. **Termination:** In the event that Owner terminates the project, Buyer may terminate this Agreement by written notice to Seller. Buyer may also terminate this Agreement for its own convenience as to items that have not yet been shipped, at any time, by reasonable notice to Seller. Buyer shall reimburse Seller for expenses incurred by Seller in the execution of this Agreement as of the date of termination of this Agreement, unless due to seller's lack of performance. Conversely, in the event of termination is due to lack of performance by Seller, the Seller shall reimburse the Buyer for any costs incurred by Buyer to complete the requirements of this Agreement, over and above the unpaid balance at the time of termination.
20. **Schedule:** Time is recognized to be of the essence. Either party may recommend changes to the schedule to adjust to jobsite conditions according to the procedures outlined in paragraph 3, page one of this document.
 Should Seller fail to meet the agreed upon delivery date set forth on this Agreement, and/or delivery dates as adjusted at the weekly site meetings, the Buyer may, upon 48 hour written notification, purchase said items from another source and charge Seller any additional incurred costs. In addition, Seller can be assessed liquidated damages incurred by Buyer as a direct result of the Seller's failure to meet delivery conditions set forth as part of this Agreement, and as outlined in Contract between Owner & Buyer.
The Buyer must be notified immediately, in writing, of any requested changes in the delivery date. Material shipped in excess of the quantity specified on this Agreement will be the responsibility of the Seller.
21. **Delay:** If Seller does not deliver material timely in accordance with the requirements of this Agreement, Seller understands Buyer's work will be disrupted and delayed, and Seller will pay Buyer any damages sustained as a result. In the event of delay in delivery of material, Buyer may also incur liability to the Owner of the project or others, and in that event, Seller shall indemnify Buyer against such damages caused by such delays.
22. **Arbitration:** Any dispute arising out of or related to this Agreement or its performance or interpretation will be decided under the Construction Industry Rules of the American Arbitration Association, and judgment may be entered on the award. If a party, after due notice, fails to participate in hearings, the award will be made on the basis of evidence introduced by the party who does participate.
23. **Attorney's Fees:** In the event litigation or arbitration is necessary to enforce Seller's obligations arising out of this Agreement, or related to Seller or Buyer's performance, the court or arbitrator will award reasonable attorney's fees to the prevailing party.
24. **No Other Agreement:** This Agreement is the full and final Agreement of the parties, and no written or oral communication between the parties before the execution of this Agreement will modify or amend the Agreement. This Agreement may be modified only by written documents signed by both parties, except as otherwise provided herein.
25. **Assignment:** This agreement shall not be assigned by the Seller without first obtaining permission in writing from the Buyer. The Buyer and the Seller for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement.
26. **Equal Employment:** The Supplier hereby agrees to take affirmative action to comply with all current equal employment regulations, laws and executive orders of the Federal, State and Local Government bodies which have made it unlawful to discriminate with respect to equal employment opportunity because of race, color, religion, sex, disability impairment or ancestry.
27. **Advertising:** Subcontractor or Supplier will not use any project related photography, advertisements, or marketing material owned or produced by Contractor or Owner without express written permission of Contractor or Owner. Subcontractor or Supplier will not have any project related photographs or videos taken for the purpose of marketing or advertising its products or work without express written permission of Contractor or Owner. Further, any photography used for marketing or advertising purposes which has been approved to be used and/or taken by Contractor or Owner shall include the proper credit such as project name, Contractor name and/or Owner Name. The determination of proper credit shall be made by Contractor or Owner.
 Subcontractor or Supplier shall not place any advertising signage on project without written approval by Contractor. Subcontractor or Supplier shall submit, for approval, a copy of any advertising signage proposed, 10 days prior to installation for review and approval by Contractor.
28. **Specific Inclusions to this Agreement are:**
29. **Specific Exclusions to this Agreement are:**
- a. Labor (to install)

b.

**FOR DRAFT
INFORMATIONAL
PURPOSES ONLY**

PURCHASE ORDER AGREEMENT
EXHIBIT B
SCHEDULE OF VALUES

See Attached

DRAFT
FOR INFORMATIONAL
PURPOSES ONLY

PURCHASE ORDER AGREEMENT

**EXHIBIT C
CONTRACT DOCUMENT LIST**

See Attached

**FOR INFORMATIONAL
PURPOSES ONLY**

PURCHASE ORDER AGREEMENT

**EXHIBIT D
PAYMENT POLICY AND LIEN WAIVERS**

1. Prior to the award of this agreement, the Supplier shall be required to submit a Schedule of Values (SOV). Once approved, the Schedule of Values will become a part of this Purchase Order Agreement as Exhibit B – Schedule of Values. Prior to starting the project Supplier must submit the following to Contractor:
 - a. Two (2) original copies of the signed Purchase Order Agreement.
 - i. Please make sure **every** page of the Purchase Order Agreement, including **all** exhibits, have been initialed next to “Supplier Initials”.
 - b. Certificate of Insurance (see Exhibit E for Sample).
 - c. Exhibit G - Completed W-9 Form.
2. Supplier will use Exhibit B – Schedule of Values as the invoice format for submitting periodic and final payment applications. Billings will only be accepted for work completed prior to the Invoice Submittal Due Date.
3. All payment applications must be submitted to Contractor’s office on or before the Invoice Submittal Due Date as specified on page 2 of the Purchase Order Agreement.
4. All payment applications must be accompanied by the Exhibit D - Supplier Lien Waiver

**DRAFT
FOR INFORMATIONAL
PURPOSES ONLY**

**PURCHASE ORDER AGREEMENT
EXHIBIT E
INSURANCE REQUIREMENTS**

Insurance certificates must be received and approved by Contractor prior to commencement of work. General Liability, Automotive Liability, Worker's Compensation and Employee Liability Insurance must be carried by each Subcontractor. Insurance Certificates must be in our office prior to jobsite mobilization. Attached is a sample Certificate of Insurance identifying the necessary coverages and limits required in the performance of the work.

CERTIFICATE OF INSURANCE EXAMPLE					ISSUE DATE (MM/DD/YYYY) <u>1</u>				
PRODUCER: <i>Your Producer Name</i> <i>Your Producer Address</i> <u>2</u> <i>Your Producer City, State and Zip</i> <i>Your Producer Telephone Number</i>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
INSURED: <i>Your Company Name</i> <i>Your Company Address</i> <i>Your Company City, State and Zip</i> <u>3</u> <i>Your Company Telephone Number</i>			INSURER'S AFFORDING COVERAGE		NAIC #				
			INSURER A:	<i>Your General Liability Carrier</i>					
			INSURER B:	<i>Your Automobile Carrier</i>					
			INSURER C:	<i>Your Excess Liability Carrier</i> <u>4</u>					
			INSURER D:	<i>Your WC/Employers Liability Carrier</i>					
			INSURER E:						
COVERAGES									
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY AGREEMENT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	<u>6</u>		
<u>5</u> A	GENERAL LIABILITY		<i>YOUR POLICY #</i> <u>7</u>	XXXXXXXXXX	XXXXXXXXXX	EACH OCCURRENCE	\$1,000,000		
	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISE (Ea occur)	\$100,000		
		CLAIMS MADE				X	OCCUR	MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INIURY	\$1,000,000		
						GENERAL AGGREGATE	\$2,000,000		
						PRODUCTS - COMP/OP AGG	\$2,000,000		
		GEN'L AGGREGATE LIMITS APPLIES PER:							
	POLICY: PROJECT: X LOCATION:								
B	AUTOMOBILE LIABILITY		<i>YOUR POLICY #</i>	XXXXXXXXXX	XXXXXXXXXX	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	X	ANY AUTO				BODILY INJURY (Per person)			
		ALL OWNED AUTOS				BODILY INJURY (Per accident)			
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)			
		HIRED AUTOS							
		NON-OWNED AUTOS							
	GARAGE LIABILITY		<i>YOUR POLICY #</i>	XXXXXXXXXX	XXXXXXXXXX	AUTO ONLY - EA ACCIDENT			
		ANY AUTO				OTHER			
C	EXCESS/UMBRELLA LIABILITY		<i>YOUR POLICY #</i>	XXXXXXXXXX	XXXXXXXXXX	EACH OCCURRENCE	\$1,000,000*		
	X	PER OCCUR				CLAIMS MADE	AGGREGATE	\$1,000,000*	
		DEDUCTIBLE							
		RETENTION							
D	WORKMAN'S COMPENSATION & EMPLOYERS' LIABILITY		<i>YOUR POLICY #</i>	XXXXXXXXXX	XXXXXXXXXX	WC STATUTORY LIMITS			
						EL EACH ACCIDENT	\$100,000		
						EL DISEASE - EA EMPLOYEE	\$100,000		
						EL DISEASE - POLICY LIMIT	\$500,000		
ADDITIONAL INSURED: <u>10</u> Owner: _____ Contractor: _____									
Certificate Holder is included as additional insured. The insured also agrees to waive all Rights of Subrogation for Worker's Compensation. It is also agreed that Policies represented on this certificate are Primary and Non Contributory.									
CERTIFICATE HOLDER			CANCELLATION						
CRG Residential IHA, LLC <u>11</u> 805 City Center Drive, Suite 160 Carmel, IN 46032			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.						
			AUTHORIZED REPRESENTATIVE <u>12</u>						
* COVERAGE FOR ELECTRICAL, HVAC, PLUMBING, STEEL, ELEVATOR AND FRAMING = \$5,000,000									

PURCHASE ORDER AGREEMENT
EXHIBIT E
INSURANCE REQUIREMENTS

REQUIREMENTS

The sections below provide explanations and directions that correspond to the sections on the Certificate of Insurance to be provided by the Subcontractor/Supplier to the Contractor.

- 1 This is the date the Certificate of Insurance was typed.
- 2 This is the name and address of the agent or broker who placed the insurance coverage for the Subcontractor/Supplier.
- 3 This is the name and address of the Subcontractor/Supplier.
This name must be the same as Subcontractor/Supplier named in the Agreement.
- 4 This is the name(s) of the insurance companies providing the insurance to the Subcontractor/Supplier. Insurance shall be placed with insurers which have an A.M. Best rating of "A VIII" or better.
- 5 Letter designation will indicate which insurance company is providing insurance coverage from the list of insurance companies under "Insurer's Affording Coverage".
- 6 Type of Insurance identifies the specific insurance being provided.
Subcontractor/Supplier shall maintain limits of liability of at least:
 - a) **Commercial General Liability**
\$1,000,000 each occurrence bodily injury and property damage
\$1,000,000 personal and advertising injury
\$2,000,000 products and completed operations aggregate
\$2,000,000 general aggregate
 - b) **Automotive Liability**
\$1,000,000 combined single limit per accident, bodily injury and property damage
 - c) **Excess/Umbrella Liability**
 - 1) Electrical, HVAC, Plumbing, Steel, Elevator, Roofing and Framing Subcontractors
\$5,000,000 each occurrence
\$5,000,000 annual aggregate
 - 2) All other Subcontractors
\$1,000,000 each occurrence
\$1,000,000 annual aggregate
 - d) **Workers Compensation**
Coverage as required by law
 - e) **Employer's Liability**
\$100,000 bodily injury by accident
\$100,000 Disease – each employee
\$500,000 Disease – aggregate
- 7 This is the policy number of the insurance policy provided to Subcontractor/Supplier.
- 8 The policy effective date must be effective on or before the contract inception date.
- 9 **The policy expiration date must expire on or after the Final Completion date as defined in the Agreement. If the expiration date is before the Final Completion date, Subcontractor/Supplier must provide a renewal certificate to prevent access to any jobsite to be withdrawn and holds on Subcontractor/Supplier payments. No claims for delay or associated costs will be approved by Contractor in the even to any denial of access to any jobsite.**
- 10 Contractor's Special Request Items:
Additional Insureds Listed:
Owner:
Contractor:
- 11 The certificate holder is the Contractor, which requested the Certificate of Insurance from the Subcontractor/Supplier, not any individual person of Contractor.
- 12 The Certificate of Insurance must be signed to be valid. It can be signed by the agent, the broker or the insurance company.

Contractor will verify that the types of insurance and the limits of coverage being provided are consistent with the contract requirements. Approval of Subcontractor's/Supplier's Certificate of Insurance will be subject to this verification.

Original Certificate(s) of Insurance must be mailed to:

Attn: Accounting
805 City Center Drive, Suite 160
Carmel, IN 46032

Faxed Certificate(s) of Insurance must be faxed to:

Attn: Accounting
(317) 575-9399

PURCHASE ORDER AGREEMENT

**EXHIBIT F
SAFETY POLICY**

In our continued effort to provide a safe work site, free from recognized hazards, Contractor endorses a pro-active, onsite safety program. It is the intent of this program to prevent all accidents, injuries, and job related illnesses. As a service to the Contractor, a third party "Safety Consultant" has been obtained and is available to all Subcontractors and Suppliers upon their request. This consultant will perform routine inspections identifying recognized hazards that are in direct conflict with the Contractors intent to provide a safe work environment.

By executing your Subcontract or Purchase Agreement, you hereby agree to perform all work associated with the Contract Documents and in compliance with all provisions of OSHA, along with any state and local amendments. Failure to perform your contract in a safe manner is a breach of your contract, and may be subject to immediate termination. As to insure a safe and accident free work environment, the following policy has been enacted and enforceable:

- All recognized safety hazards must be corrected immediately.
- Any individual found performing an unsafe act will be verbally warned. A written notice will be forwarded to the Subcontractor's and/or Supplier's home office. At Contractor's discretion, unsafe hazards by any individual may constitute immediate removal of said individual from the jobsite.
- If this individual is found performing a repeated unsafe act, Subcontractor's/Supplier's superintendent and the employee will receive a second warning. A written second notice will be forwarded to the Subcontractor's and/or Supplier's home office. At Contractor's discretion, unsafe hazards by any individual may constitute immediate removal of said individual from the jobsite.
- If this same employee is found performing an unsafe act for a third time, the individual will be immediately removed from the jobsite. A written notice will be forwarded to the Subcontractor's and/or Suppliers home office along a mandatory "Backcharge" from monies due in the amount of \$1,000. This Subcontractor and/or Supplier may also be held responsible for any and all costs associated with the delay of the project caused by the replacement of unsafe employees.

For obvious reasons, safety violations directly involving life safety may be acted on in a much more severe manner.

Jobsite safety is everyone's responsibility. Together we can make this project safer for the entire team.

**DRAFT
FOR INFORMATIONAL
PURPOSES ONLY**

PURCHASE ORDER AGREEMENT

EXHIBIT G
W-9

See Attached

**DRAFT
FOR INFORMATIONAL
PURPOSES ONLY**

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 3.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,