



CONTRACTOR INFORMATION

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Primary Contact: _____ Position: _____

Phone: _____ Email: _____

Secondary Contact: _____ Position: _____

Phone: _____ Email: _____

How many years has your company been in business? _____ years

Does your business comply with all federal, state, and local laws, including laws regarding employees, and specifically including payroll withholding, FICA, FUTA, unemployment compensation, workers' compensation, occupational safety and wage-hour laws?

YES NO

Does your business own its own vehicles/ladders/equipment? YES NO

What trade(s) do you specialize in?



CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into between RJ Turner Remodeling, LLC and _____ ("Contractor").

It is understood that R J Turner Remodeling solicits and procures residential, commercial and industrial restoration and construction projects, and thereafter contracts out such projects to responsible contractors for completion. Contractor represents that it is in the associated trade, and desires to contract with RJ Turner Remodeling to perform construction projects procured by RJ Turner Remodeling, on the terms set forth in this agreement.

This agreement and the documents and items referenced within is the entire agreement between the parties, and supersedes all prior understandings or agreements, and may only be modified by a writing signed by both parties. The illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the remainder of the Agreement. In the event any provision of this Agreement shall be deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, the court is authorized to rewrite said provision to the maximum extent enforceable and the remainder of this Agreement shall continue in full force and effect. Otherwise, the provision shall be severed from the Agreement without affecting the remainder of the Agreement.

Each contractor is responsible to ensure that this agreement is distributed to and followed by all related members of the contractor's organization that are impacted by these requirements.

SECTION 1: TERMS AND CONDITIONS	2
SECTION 2: PURCHASE ORDER	4
SECTION 3: JOB STANDARDS	5
SECTION 4: INSURANCE AND WAIVER OF SUBROGATION	7
SECTION 5: PAYMENT REQUEST AND PAYMENT STANDARDS	8
SECTION 6: CONTRACTOR ACKNOWLEDGMENT	9

SECTION 1: TERMS AND CONDITIONS

1. Labor Law Compliance. Contractor agrees to comply with all federal, state, and local laws in performing work under this contract, including but not limited to all laws regarding Contractor and its employees, including payroll withholding, FICA, FUTA, unemployment compensation, workers' compensation and wage-hour laws.
2. Assignment. Contractor shall not assign or transfer any purchase order, or any interest therein, without the prior written consent of RJ Turner Remodeling, and any attempted assignment made without such consent shall be null and void. Each P.O. is enforceable by RJ Turner Remodeling directly against Contractor.
3. Logos and Trademarks. Contractor agrees that it shall not use any trademark, logo, trade name, or other proprietary mark (collectively, the "proprietary marks") owned, controlled or licensed by RJ Turner Remodeling. Contractor agrees that all proprietary marks of RJ Turner Remodeling's belong to RJ Turner Remodeling and that Contractor shall make no claim of right to use or of ownership nor will Contractor attempt to register any such proprietary mark.
4. Confidentiality and Nondisclosure. Contractor acknowledges that it may be provided access to and use of RJ Turner Remodeling's proprietary, confidential and trade secret information, and that the written, verbally presented, visually viewed, printed, graphic, or electronically recorded materials are RJ Turner Remodeling's confidential and proprietary information and the property of RJ Turner Remodeling ("Proprietary Information"). Proprietary Information also includes, but is not limited to, customer and potential customer lists, marketing strategies, information concerning RJ Turner Remodeling employees, agents or divisions, pricing information, and any confidential information or know-how of RJ Turner Remodeling's, whether or not it is in written or permanent form. Contractor shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information. The covenants of confidentiality set forth herein shall apply to all Proprietary Information disclosed to Contractor, provided, however that the restrictions contained in this section shall not apply to any information that is: (i) generally known, or becomes generally known, to the public through no wrongful or negligent act of Contractor; (ii) has been independently developed by Contractor without use, directly or indirectly, of RJ Turner Remodeling's Proprietary Information; (iii) is rightfully received by Contractor from a third party without restriction and without breach of this Agreement or any other agreement; or (iv) is required to be disclosed by operation of law, provided, however, Contractor must first give written notice of such required disclosure to RJ Turner Remodeling, make a reasonable effort to obtain a protective order requiring that the Proprietary Information so disclosed be used only for the purposes for which disclosure is required, take reasonable steps to allow RJ Turner Remodeling to seek to protect the confidentiality of the Proprietary Information required to be disclosed, and disclose only that part of the Proprietary Information, which in the opinion of its legal counsel, it is required to disclose. The Proprietary Information does not purport to be all-inclusive or to contain all the information that a Contractor or a business entity may desire or require. RJ Turner Remodeling does not make any

representation or warranty, express or implied, as to the accuracy or completeness of the Proprietary Information, and no liability of any kind whatsoever is assumed by RJ Turner Remodeling with respect thereto. Contractor shall retain no copies in any form of any Proprietary Information and will return all Proprietary Information upon request of RJ Turner Remodeling or its representative. Contractor further agrees that RJ Turner Remodeling is not granting any license, right, title or interest in and/or to any materials or disclosures that RJ Turner Remodeling may provide to Contractor.

5. Independent Contractor Status. Under no circumstances shall Contractor be deemed RJ Turner Remodeling's employer, partner, agent, or principal and Contractor hereby specifically acknowledges and agrees that RJ Turner Remodeling is not Contractor's employer, partner, agent, or principal for any purpose whatsoever and that Contractor is not authorized to act as an agent or employee of RJ Turner Remodeling. Contractor shall not be and Contractor hereby acknowledges that Contractor is not entitled to any benefits accorded to RJ Turner Remodeling's employees. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including without limitation any and all federal income taxes, territorial taxes, estimated taxes, or taxes imposed upon revenue or income by any governmental entity having taxing authority with respect to Contractor. Contractor may represent, perform services for, or be employed by any additional persons, or companies provided such other services will not interfere with Contractor's full performance under any P.O. Any employees, associates or third parties hired by Contractor for the performance of the Services shall be bound by the terms of this Agreement, and Contractor shall be responsible for such third party's performance.
6. Liability. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless RJ Turner Remodeling, the owner and the architect and their agents and employees from and against all claims, damages, losses and expenses including but not limited to the attorney's fees, arising out of or resulting from the performance of the work provided that any such claims, damaged, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right of obligation of indemnity which would otherwise exist to any party or person described in this paragraph.
7. Governing Law and Notice. Any claim, dispute or other matter in question relating to this Agreement shall be governed by the laws of the State of North Carolina. Any and all notices to RJ Turner Remodeling under this Agreement must be in writing, and if any such notice involves a dispute of any nature then Contractor shall deliver a copy of any such notice to Turner Remodeling. No claim, action, or demand may be brought by Contractor more than one year after the cause of action has accrued.
8. Severability, Headings and Waiver. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall not affect the validity or enforceability of any remaining provisions of this Agreement and the court shall, so far as possible, construe the invalid portion to implement the original intent hereof. The paragraph headings in this Agreement are for convenience only and

shall not control or affect the meaning or construction of any provision of this Agreement. If Turner Remodeling waives a breach of any of the provisions of this Agreement, that waiver shall neither operate nor be construed as a waiver of any subsequent breach of any provision hereof.

SECTION 2: PURCHASE ORDER

1. Purchase Order Terms and Conditions. RJ Turner Remodeling shall have the absolute right to terminate Contractor's work under any purchase order if Contractor fails to perform such work timely and in a good, workman-like manner to the customer's satisfaction, or otherwise fails to comply with the terms of this Agreement or the purchase order. In such event, RJ Turner Remodeling shall have the right to complete such work, either itself or through another contractor, at Contractor's expense, and recover any damages from Contractor. RJ Turner Remodeling may apply any amounts owed to Contractor in satisfaction of this obligation. Termination of Contractor's work under any purchase order under this paragraph shall be cause for termination of all other work under this Agreement, and termination of this Agreement prior to expiration of its term. Contractor shall have the right to terminate this Agreement prior to expiration of its term in the event of any breach of the Agreement by RJ Turner Remodeling.
2. Purchase Order Acceptance. Should RJ Turner Remodeling desire Contractor to perform a project under this Agreement, RJ Turner Remodeling will issue a purchase order to Contractor for the work to be performed. Contractor will not commence work without a purchase order. The price for each project performed under this Agreement shall be as specified in the purchase order, or as otherwise negotiated between the parties prior to commencement of the work. The amount specified shall be a fixed dollar amount and shall not in any way be dependent upon the amount of time expended in performing the work. All purchase orders will be subject to the terms of this Agreement, and this Agreement is a part of all such purchase orders. Contractor shall be bound by each and every term and condition set forth in this Agreement, without regard to any terms and conditions in Contractor's quote, order acknowledgment, or other documents (whenever issued) which may be different than or in addition to those stated in this Agreement. Contractor may accept or decline any purchase order offered by RJ Turner Remodeling, at Contractor's sole discretion. A purchase order is accepted by signing of the purchase order. All purchase orders must be signed to be valid. Contractor has the right to inspect the project and all job site conditions prior to acceptance of the purchase order. Contractor may exercise such right by making a request to RJ Turner Remodeling to inspect the premises prior to acceptance of the purchase order. Acceptance of the purchase order shall be a waiver of such right to inspect.
3. Customer Requirements. It is understood that all projects under this Agreement will be subject to Customer Requirements as agreed to by RJ Turner Remodeling. Such Customer Requirements may include requirements with respect to the scope of the work and type of work to be accomplished; the date that work is to commence; the dates and times during which the work may be performed; the date that the work must be completed; materials (such as type and color of

shingles or siding) and equipment (such as ladders, scaffolding or power equipment) that shall be used on the project; and such other requirements as may be agreed upon between the customer and RJ Turner Remodeling. By accepting any project, Contractor is agreeing to perform the project in strict accordance with the purchase order and all Customer Requirements, and in a good, workman-like manner and to the customer's satisfaction. Additionally, Contractor shall be bound by any warranty provided for in the purchase order or under applicable law.

SECTION 3: JOB STANDARDS

1. Job Timeline. Except as otherwise provided in this Agreement, Contractor shall have exclusive control over the means, methods, and time of performance of the work. All work is to be completed within the hours of 8AM and 6PM unless Contractor is given prior permission from Turner Remodeling. **Upon acceptance of job, Contractor is responsible for supplying RJ Turner Remodeling with a timeline of when services will be performed.** Any and all changes to this timeline should be clearly communicated to Turner Remodeling in written format as soon as they come about.
2. Communication Standards. Communication between RJ Turner Remodeling and Subcontractors should be clear and concise. Contractor is to respond to RJ Turner Remodeling within an acceptable time period. Failure to respond within a timely manner may result in lost job opportunity or termination of Agreement.
3. Contractor Safety. RJ Turner Remodeling has an interest in the safety of all workers employed by Contractor and subcontractors on projects under this Agreement. Therefore, Turner Remodeling has developed safety rules and regulations to be followed on its projects. Contractor agrees to follow such safety rules and regulations, which may be from time to time amended by Turner Remodeling, on all projects performed under this Agreement. Contractor otherwise shall be responsible for complying with all safety laws, rules, and regulations, and providing a safe place to work for workers employed by Contractor on projects under this Agreement. Contractor expressly assumes all risk of conditions existing or arising on the project.
4. Customer Safety. RJ Turner Remodeling has an interest in the safety and welfare of its customers and of the general public. Therefore, RJ Turner Remodeling reserves the right to require that Contractor perform background checks on any workers employed by Contractor and subcontractors on a project under this Agreement and provide copies of such background checks to RJ Turner Remodeling as a condition to such workers coming on the project. If the results of any background check are not satisfactory to RJ Turner Remodeling, RJ Turner Remodeling may bar such worker from the project. RJ Turner Remodeling further reserves the right to require that Contractor require any workers employed by Contractor and subcontractors on a project under this Agreement to pass drug and/or alcohol testing as a condition to such workers coming on the project.

5. Alcohol and Substance Abuse Policy. RJ Turner Remodeling values its contractors and recognizes their need for a safe and healthy work environment. Contractors abusing drugs and/or alcohol are less productive and are often a critical risk to the safety, security and productivity of our Company. The establishment of a Drug-Free Workplace Policy is consistent with our desired culture and is in the best interest of our company. "Illegal Drug" means: any drug (1) that is not legally obtainable, or (2) that is legally obtainable but has not been legally obtained, or (3) that is a controlled substance. The term includes prescribed drugs not legally obtained, prescribed drugs not being used for prescribed purposes, or prescribed drugs exceeding the recommended prescribed dosage. Contractor understands if they are engaged in any of the activities listed below it is a direct violation of this agreement and Turner Remodeling has the right to terminate the agreement.
 - a. Bringing illegal drugs onto RJ Turner Remodeling's premises or property or a RJ Turner Remodeling customer's premises;
 - b. Having possession of, being under the influence of, or having in one's system illegal drugs;
 - c. Using, consuming, transporting, distributing or attempting to distribute, manufacturing or dispensing illegal drug;
 - d. Operating machinery on RJ Turner Remodeling's property or a RJ Turner Remodeling customer's property under the influence of alcohol at any time while representing RJ Turner Remodeling.
 - e. The use of alcohol on the job or use of alcohol prior to the start of the work day.

6. Smoking Policy. No use of tobacco products including, but not limited to, cigarettes, "spit tobacco", or e-cigarettes will be allowed within the customer's facility. Any and all tobacco use shall be permitted only in designated smoking areas, or at least 25 feet outside the building entrance, operable windows, and ventilation systems of enclosed areas to prevent tobacco smoke from entering those areas. All tobacco related materials used should be properly extinguished and removed from site daily.

7. Site Cleanliness. It is understood that the name, goodwill and image of RJ Turner Remodeling are of the utmost importance to RJ Turner Remodeling. Therefore, Contractor will keep projects reasonably free of debris and leave projects in a "broom swept" condition before leaving the job site daily. Failure to keep the job site clean will result in a \$50.00 fee per occasion and will be removed from the purchase order total before payment.

8. Dress Code. Contractor will further assure that all workers on each project will appear for work clean and well-groomed and will conduct themselves professionally and courteously so as to project a positive image to customers and to the general public. Contractor and all employees of contractor must wear appropriate shirts, pants, and shoes at all Turner Remodeling job sites. Clothing with inappropriate language or symbols are not permitted on Turner Remodeling job sites. Wearing

inappropriate clothing or removing clothing while at Turner Remodeling job sites may result in termination of agreement.

SECTION 4: INSURANCE AND WAIVER OF SUBROGATION

1. Required Minimum Insurance Coverage's. Effective as of the date Contractor is to commence performing Services, Contractor shall provide and maintain in full force and effect the following minimum insurance coverages.
 - a. Statutory Worker's Compensation according to the laws of the states having jurisdiction showing Employers' Liability Insurance in the minimum amount of \$500,000/\$500,00/\$500,000.
 - b. Business Auto Liability Insurance including all owned, hired, and non-owned automobiles used by or on behalf of Contractor, including bodily injury and property damage coverage in the minimum amount of \$1,000,000 combined single limit and insured and underinsured motorist coverage, in the minimum amount of \$1,000,000 combined single limit.
 - c. Commercial General Liability Insurance for claims by third parties for bodily injury, property damage, personal injury and advertising injury including at minimum limits a \$2,000,000 General Aggregate; \$2,000,000 Products Completed Operations Aggregate; \$1,000,000 Per Occurrence limit and \$1,000,000 Personal and Advertising Injury Limit. Such insurance shall provide coverage for products-completed operations, contractually assumed liabilities, explosion, collapse and underground coverage and include General Aggregate per Project verbiage. Coverage shall be maintained by Contractor for two years after completion of Services.
 - d. Coverage shall be placed with or carried by insures with an A.M. Best Rating of A- or better.
 - e. Each policy shall provide, either by its terms or by endorsement, that the insurer shall furnish Company at least 30 days notice in writing before the insurance coverage will be cancelled, non-renewed or materially changed.
 - f. Company shall be named as an additional insured or insured the General Liability policy, either by the terms of the policy or by endorsement per ISO CG2010 (11/85) or its equivalent, including completed operations for two years after completion of Services. Contractor's Liability insurance shall be primary and non-contributory to Company's insurance or self-insurance program.
 - g. Any liability deductible remains the responsibility of the subcontractor.

- h. Waiver of Subrogation. Contractor waives any rights of subrogation it may have or obtain, either at law or in equity, related to or resulting from Company's acts or omissions, and hereby agrees to obtain the same waiver from each of Contractor's insurers.
- i. Proof of Insurance. Contractor shall furnish proof of compliance with the terms of this paragraph on a standard ACORD 25 Certificate, in advance of beginning the Services, by providing certificates of insurance certifying for each coverage listed above: (1) name of insurer; (2) type of coverage; (3) limits of coverage; (4) the notice of cancellation stated in paragraph1 (d) above; and (5) any endorsements or special provisions related specifically to the Service rendered by Contractor to Company. Commencement of Services shall not operate as a waiver of the requirements of this Paragraph.

SECTION 5: INVOICE AND PAYMENT STANDARDS

1. Payment Terms and Conditions. To prevent any delays in payment, compliance with the following guidelines is required. Invoices submitted not in accordance with these guidelines are subject to be returned. RJ Turner Remodeling will issue a PO through the CoConstruct program and all payment requests should be based on such PO.
2. Payment Request Standards.
 - a. All POs must be electronically accepted and signed.
 - i. You can reply directly to the PO email received with any comments or questions.
 - b. All invoices are to be sent to Invoice@Turner-Remodeling.com
 - i. Invoices are only to be submitted once the scope of work described in the PO is 100% completed, the progress work is completed per written draw schedule, or for deposits needed to begin work. Invoices received before the work is completed will need to be resubmitted for review once all work has been verified by the assigned project manager as completed.
 - ii. Invoices received will be paid within 15 days of the date received.
3. Change Orders. No work is to be performed without a signed change order by the customer and RJ Turner Remodeling. No change order work is to be performed without a signed PO by the contractor. Only approved change orders can be invoiced for payment. Invoices pertaining to change orders not approved by both the customer and RJ Turner Remodeling's Project Manager will not be paid.
4. Payment Standards.
 - a. A completed W-9 and current Certificate of Insurance must be received **prior** to payment.
 - b. Deposit payments indicates work is to begin or materials are to be ordered on the day the deposit payment is received.

- c. Payments will be released when the scope of work is 100% completed.
- d. Payment requests will be paid no sooner than one week following the date it was received.
- e. Payment requests may be paid by check or direct deposit.
- f. If direct deposit is preferred, please contact our office for the direct deposit form.
- g. Direct Deposit Forms must be submitted a minimum of two weeks prior to receiving payment.

SECTION 6: CONTRACTOR ACKNOWLEDGMENT

Acceptance of this Agreement. Upon signature to this Agreement you will be deemed to have agreed to, and accepted all of the terms of this Agreement which shall be binding as legal obligation. This Agreement may be modified by RJ Turner Remodeling at any time. Such modifications will be emailed to Contractor and shall be binding upon Contractor from the date of such email. It is the Contractor's responsibility to monitor emails for updates to this Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto. Contractor acknowledges and agrees that Turner Remodeling is specifically relying on the agreements, representations, warranties and waivers contained herein and that such agreements, representations, warranties and waivers constitute a material inducement to R J Turner Remodeling to enter into the business transactions contemplated herein.

I, _____, state that I have read this agreement in its entirety, understand the terms in this agreement, and agree to comply with all of the conditions herein.

Contractor Signature: _____ Date: _____