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# FACILITY SERVICE SUBCONTRACTOR AND PREFERRED PARTNER AGREEMENT

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Maintco Corp. – Rev 2



FEBRUARY 3, 2021

MAINTCO CORP

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**Contents**

Article I. INTRODUCTION ..... 4

Article II. DEFINITIONS ..... 4

**Section 2.01 Subcontract Documents** ..... 4

**Section 2.02 Subcontractor terms**..... 4

Article III. SUBCONTRACT WORK ..... 5

**Section 3.01 Scope of Work**..... 5

Article IV. SUBCONTRACTOR ..... 5

**Section 4.01 Execution and Progress of the Work** ..... 5

**Section 4.02 Duties**..... 5

**Section 4.03 Performance of Work**..... 5

**Section 4.04 Work Involved** ..... 6

**Section 4.05 Job Progress Schedule** ..... 6

**Section 4.06 General Rules and Procedures**..... 6

**Section 4.07 Laws, Permits, and Notices** ..... 6

**Section 4.08 Compliance and Licenses**..... 6

**Section 4.09 Compliance and Licenses for Preferred Partner**..... 6

**Section 4.10 Taxes and Worker’s Compensation** ..... 6

**Section 4.11 Taxes and Worker’s Compensation for Preferred Partners** ..... 6

**Section 4.12 No Entitlement** ..... 7

**Section 4.13 Certified Payroll Reports**..... 7

Article V..... 7

**Section 5.01 Subcontractor Performance** ..... 7

Article VI. SPECIAL CONDITIONS ..... 7

**Section 6.01 None**..... 7

Article VII. COMMUNICATION AND NOTICE ..... 7

**Section 7.01 Basic Communication** ..... 7

**Section 7.02 Reporting**..... 7

**Section 7.03 Notices**..... 8

Initials \_\_\_\_\_



**Section 7.04 Notices II**..... 8

Article VIII. ARTICLE VII SAFETY PRECAUTIONS, MEETINGS AND PROCEDURES..... 8

**Section 8.01 Safety** ..... 8

**Section 8.02 Foreman Safety** ..... 8

**Section 8.03 Safety Meetings**..... 8

**Section 8.04 Hazardous Materials** ..... 8

**Section 8.05 Material Safety Data Sheets (MSDS)** ..... 8

**Section 8.06 Site Cleanliness** ..... 8

**Section 8.07 Failure to meet Site Cleanliness Standards** ..... 8

Article IX. WARRANTY ARTICLE VIII..... 9

**Section 9.01 Warranty** ..... 9

**Section 9.02 Material Warranty**..... 9

**Section 9.03 Other Warranty**..... 9

Article X. ARTICLE IX IDEMNIFICATION..... 9

**Section 10.01 General Indemnity**..... 9

**Section 10.02 OSHA Violations** ..... 9

Article XI. ARTICLE X INSURANCE AND BONDS..... 10

**Section 11.01 Certificates of Insurance** ..... 10

**Section 11.02 Certificates of Insurance for Preferred Partner**..... 10

**Section 11.03 Notice of Cancellation** ..... 10

**Section 11.04 Bonds**..... 10

Article XII. ARTICLE XI..... 10

**Section 12.01 Invoices** ..... 10

**Section 12.02 Payment Structure** ..... 10

**Section 12.03 Documents Required**..... 11

Article XIII. ARTICLE XII CHANGES IN THE WORK ..... 11

**Section 13.01 Authorization**..... 11

**Section 13.02 Changes in Work**..... 11

**Section 13.03 Denial of Changes**..... 11

Initials \_\_\_\_\_



Article XIV. TERMINATION AND REMEDIES FOR THE BREACH OF THE SUBCONTRACT..... 11

**Section 14.01 Breached by the Subcontractor**..... 11

**Section 14.02 Contractor Remedies**..... 12

**Section 14.03 Breach by Contractor** ..... 12

**Section 14.04 Liquidated Damages**..... 12

Article XV. ARTICLE XIV DISPUTES WITH THE OWNER..... 12

**Section 15.01 Claims** ..... 12

Article XVI. ARTICLE XV GOVERNING LAW AND RULES OF CONSTRUCTION.. 13

**Section 16.01 Governing Law** ..... 13

**Section 16.02 Paragraph Headings**..... 13

**Section 16.03 Survival of Provisions** ..... 13

**Section 16.04 Binding Effect**..... 13

**Section 16.05 Amendment** ..... 14

**Section 16.06 No Agency Created**..... 14

**Section 16.07 Assignment** ..... 14

**Section 16.08 Conflicting Agreements** ..... 14

**Section 16.09 No Waiver** ..... 14

**Section 16.10 Entire Agreement**..... 14

**Section 16.11 Arbitration, Attorney’s Fees**..... 14

**Section 16.12 Gender Pronouns**..... 15

**Section 16.13 Authorized Agent**..... 15

**Section 16.14 Additional Documents**..... 15

**Section 16.15 Agreement Conditions** ..... 15

**Section 16.16 Time** ..... 15

**Section 16.17 Facsimile Signatures** ..... 15

**Section 16.18 Counterparts** ..... 15

Article XVII. EXHIBIT A - TO SUBCONTRACT AGREEMENT ..... 17

Article XVIII. EXHIBIT B..... 17

Initials \_\_\_\_\_



## **Article I. INTRODUCTION**

### **NON-LICENSED PARTNER AGREEMENT**

On this date: \_\_\_\_\_ Maintco Corp., 20 W. Burbank, Blvd, Burbank, CA 91502 henceforth "Contractor" and henceforth "Subcontractor, Service Provider, or Service Partner", HEREBY ENTER into the following Agreement: \_\_\_\_\_

WITNESSETH:

WHEREAS Contractor has entered into, or will hereafter enter into, a maintenance, general, or service contract, henceforth "The Prime Contract" with: Various Companies (Owner Provider, or General Contractor) henceforth "Owner", to perform in accordance with various contract documents and/or to furnish labor, materials, supplies, and/or goods required for any and all construction projects or service requests to be determined henceforth "The Project", as outlined by requests for proposal and/or official work orders provided by Contractor. Each individual service request or request for proposal upon Contractor approval and notice to proceed will be assumed under this agreement and included as a Subcontract document SEE EXHIBIT B. Contractors notice to Subcontractor to proceed on any individual service request or approved project will be issued via Contractor system work order. Said work order to be provided to Subcontractor via phone, fax, email or other electronic means.

NOW THEREFORE Contractor and Sub Contractor agree as follows:

## **Article II. DEFINITIONS**

### **Section 2.01 Subcontract Documents**

The Subcontract Documents consist of (1) this Subcontract; (2) Other Prime Contract Documents, whether issued before or after the execution of this Subcontract; (3) the Job Progress Schedules, including modifications thereof; (4) General Rules and Procedures and modifications thereof; and (5) Addenda modifications, and the attachments to this Subcontract. These documents form the Subcontract Documents and are as fully a part of this Subcontract as if attached to this Subcontract or repeated herein.

### **Section 2.02 Subcontractor terms**

The term Subcontractor as used herein includes the Subcontractor, other subcontractors employed by the Subcontractor, their employees, agents, and representatives. The Subcontractor understands that references are occasionally made in specifications books, drawings, or other documents which refer to the Subcontractor as a contractor. The uses of any such terms are to be interpreted so as to include the Subcontractor.

### **Section 2.03 Preferred Partner**

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The term Preferred Partner as used herein includes and subcontractors that does not carry a trade license, other subcontractors employed by the Preferred Partner, their employees, agents, and representatives. The Preferred Partner understands that references are occasionally made in specification books, drawings, or other documents which refer to the Preferred Partner as a contractor or subcontractor. The uses of any such terms are to be interpreted so as to include the Preferred Partner if the subcontractor does not carry an applicable trade license.

### **Article III. SUBCONTRACT WORK**

#### **Section 3.01 Scope of Work**

Subcontractor shall be employed as an independent contractor and shall provide and furnish all labor, materials, tools, supplies, equipment, services, facilities, supervision, and administration necessary for the proper and complete performance and acceptance of the following portions of the work, hereinafter "the Subcontract Work", for The Project: SEE EXHIBIT A. The Contractor reserves no control over the Subcontractor as to how the services involved on this Subcontract should be performed, except otherwise stated herein. The Subcontractor's obligation is to accomplish the results contemplated by the Subcontract Documents. The Subcontractor acknowledges that it is a business customarily engaged in an independent trade, occupation, profession, or business related to the services contemplated by this Subcontract.

### **Article IV. SUBCONTRACTOR**

#### **Section 4.01 Execution and Progress of the Work**

Execution and

#### **Section 4.02 Duties**

The Subcontractor agrees to furnish and pay for all materials, labor, tools, equipment, freight, taxes and everything necessary for the complete execution of the Work, which shall be performed by the Subcontractor in accordance with the conditions of the Subcontract Documents and with the drawings and specification prepared by the Architect if required, receipt of which is hereby acknowledged by the Subcontractor.

#### **Section 4.03 Performance of Work**

The Subcontractor agrees to commence the Work when directed by the Contractor and to diligently and continuously prosecute the Work so that the Contractor shall not be delayed by any act or omission of the Subcontractor in completion of the Prime Contract within the time specified within the Subcontract Documents. The Subcontractor shall cooperate with the Contractor in scheduling and performing the Subcontractor's work to avoid conflict, delay in, or interference with the work of the Contractor, other subcontractors or the Owner's own forces.

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#### **Section 4.04 Work Involved**

All work will be performed in a workmanlike fashion according to the Subcontract Documents.

#### **Section 4.05 Job Progress Schedule**

The Subcontractor agrees to comply with the Job Progress Schedule provided by the Contractor, which shall set forth the schedule for completion of the Work and portions thereof, including all deadlines. The Job Progress Schedule may be modified from time to time by the Contractor.

#### **Section 4.06 General Rules and Procedures**

The Contractor in its discretion may establish General Rules and Procedures for the Subcontractor which applies to performance to the Work. The Subcontractor agrees to comply with all such General Rules and Procedures.

#### **Section 4.07 Laws, Permits, and Notices**

#### **Section 4.08 Compliance and Licenses**

The Subcontractor shall give notices and comply with the laws, ordinances, rules, regulations, and orders of any authority bearing on performance of the Work. The Subcontractor shall secure and pay for permits and governmental fees, licenses, and inspections, necessary for proper execution and completion of the Work.

#### **Section 4.09 Compliance and Licenses for Preferred Partners**

The Preferred Partner shall give notices and comply with the laws, ordinances, rules, regulations, and orders of any authority bearing on performance of the work. The Preferred Partner shall not be able to pull permits and governmental fees, licenses, and inspections, necessary for proper execution and completion of the work and will thus rely on Contractor for such permitting. The Preferred Partner agrees to pay for any additional costs incurred by Contractor in this process.

#### **Section 4.10 Taxes and Worker's Compensation**

Without limitation, the Subcontractor shall comply with all federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of this Subcontract. In respect to any and all employees, consultants and independent contractors hired by the Subcontractor, the Subcontractor is responsible for the payment and withholding of all state, federal and local employment taxes, including social security benefits, FICA, or any similar tax, where necessary and appropriate, and that all such employees, consultants, and independent contractors shall be the responsibility of Subcontractor and shall not be deemed to be employees, consultants or independent contractors of Contractor.

#### **Section 4.11 Taxes and Worker's Compensation for Preferred Partners**

The Preferred Partner shall comply with all federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of this Subcontract. In respect to any and all employees, consultants and independent contractors hired by the Preferred Partner, the

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Preferred Partner is responsible for the payment and withholding of all state, federal and local employment taxes, including social security benefits, FICA, or any similar tax, where necessary and appropriate, and that all such employees, consultants, and independent contractors shall be the responsibility of Preferred Partner. Any costs that Contractor bears due to the Preferred Partner status shall be directly deducted from the Preferred Partner's invoice prior to project payment. An example of an incurred cost would be increased workman's compensation that Maintco must pay due to the Preferred Partner failing to provide an certificate of insurance or certificate of insurance waiver form.

#### **Section 4.12 No Entitlement**

Subcontractor will not be entitled to any claim for damages or increase in the subcontract price on account of hindrance or delay from any cause whatsoever; provided, however, if Subcontractor is hindered or delayed by any act of God, or solely by any act or omission on the part of Contractor, Subcontractor will be entitled only to an extension of time to complete the work, as Subcontractor's sole remedy.

#### **Section 4.13 Certified Payroll Reports**

If this is a prevailing wage job, Subcontractor may be required to submit copies of your certified payroll reports to the Contractor.

### **Article V.**

#### **Section 5.01 Subcontractor Performance**

In consideration of Subcontractor's performance of this Subcontract, and at the times and subject to the terms and conditions set forth herein and in Exhibit A, Contractor shall pay to Subcontractor the agreed upon sum based on the subcontract documents governing price per project or service request., hereinafter "Subcontract Sum". Said subcontract price is dependent upon the conditions set forth in Exhibit A being met. Should said Special Conditions not be met, the Subcontract Sum shall be modified accordingly.

### **Article VI. SPECIAL CONDITIONS**

#### **Section 6.01 None**

### **Article VII. COMMUNICATION AND NOTICE**

#### **Section 7.01 Basic Communication**

All communications between Subcontractor and General Contractor, Owner or Architect shall be via Contractor.

#### **Section 7.02 Reporting**

Subcontractor shall furnish Contractor with periodic progress report as required by Contractor, including status of material, equipment, manpower and submittals.

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### **Section 7.03 Notices**

Subcontractor shall be deemed to have received notice of a fact, request, order, or demand when its personnel is notified, either verbally or in writing, faxed, electronic means or three (3) days after written notice is sent by registered or certified mail addressed to the Subcontractor's last known place of business, whichever is sooner.

### **Section 7.04 Notices II**

Contractor shall be deemed to have received notice of a fact, request, in writing, faxed, electronic means or three (3) days after written notice is sent by registered or certified mail addressed to the following address: MAINTCO CORP. 20 W. Burbank Blvd., Burbank, CA 91502. All notifications must be in writing.

## **Article VIII. ARTICLE VII SAFETY PRECAUTIONS, MEETINGS AND PROCEDURES**

### **Section 8.01 Safety**

Safety and Injuries. The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, including compliance with safety measures initiated by the Contractor. The Subcontractor shall report to the Contractor within twenty four (24) hours any injury to an employee or agent of the Subcontractor which occurred as a result of the Work.

### **Section 8.02 Foreman Safety**

Foreman. Subcontractor shall have a competent foreman on the job during the performance of the work and shall carry out all such work in a manner safe for both himself and other tradesman.

### **Section 8.03 Safety Meetings**

Weekly Safety Meetings and Project meetings may be required by the Contractor regarding the Project. The Contractor will provide notice of any such meetings to the Subcontractor.

### **Section 8.04 Hazardous Materials**

The Subcontractor shall be required to notify the Contractor in writing of any hazardous materials utilized with respect to the Work by the Subcontractor, prior to any such use, or any hazardous materials encountered on the Project.

### **Section 8.05 Material Safety Data Sheets (MSDS)**

The Subcontractor must provide to the Project Superintendent all relevant Material Safety Data Sheets prior to any such materials being brought onto the Project site.

### **Section 8.06 Site Cleanliness**

The Subcontractor understands that a clean site is important for safety purposes. The Subcontractor is required daily to keep the Project site clean and remove the Subcontractor's debris.

### **Section 8.07 Failure to meet Site Cleanliness Standards**

If the Subcontractor fails to keep the site clean, the Contractor is authorized to employ others for such purposes at the rate of \$90.00 per man-hour, which the Subcontractor agrees to pay.

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## **Article IX. WARRANTY ARTICLE VIII**

### **Section 9.01 Warranty**

The Subcontractor warrants to the Owner, Architect, and Contractor that the Work, including materials and equipment furnished under this Subcontract, will comply with the requirements of the Subcontract Documents. The Subcontractor warrants the Work shall be free of defects in materials and workmanship for a period of one (1) year from the date of substantial completion of the Project, unless a longer period is stated in the Prime Contract, in which case the Subcontractor shall warrant the work for a longer period of time.

### **Section 9.02 Material Warranty**

Subcontractor warrants to Contractor and Owner that all materials incorporated by him into the Project will be new unless otherwise specified and further warrants all such materials and workmanship for the given warranty period.

### **Section 9.03 Other Warranty**

This warranty shall be in addition to and not in limitation of any other warranty remedy required by law or by the Subcontract.

## **Article X. ARTICLE IX IDEMNIFICATION**

### **Section 10.01 General Indemnity**

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor and Architect and all of their agents and employees from and against all claims, damages, losses of any kind, including economic losses, cost, and expenses, including without limitation attorney's fees, arising out of, or resulting from, the performance of the Subcontractor under this Subcontract, provided that such claim, damage, loss, or expense arises in whole or in part by or through the fault, negligent acts, or omissions of the Subcontractor, the Subcontractor's subcontractor or anyone directly or indirectly employed by them, or anyone for whose acts that may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

### **Section 10.02 OSHA Violations**

To the fullest extent permitted by law, the Subcontractor shall further indemnify and hold harmless the Owner, Contractor, Architect, and all of their agents and employees from and against all claims, damages, losses, and expenses, including without limitation, fees or fines and attorney's fee's arising out of, or resulting from, any OSHA violations on the part of the Subcontractor, the Subcontractor's subcontractor, and anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. The Contractor assumes no responsibility for any of the claims, damages, losses, or expenses as set forth herein.

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## **Article XI. ARTICLE X INSURANCE AND BONDS**

### **Section 11.01 Certificates of Insurance**

The Subcontractor shall purchase and maintain insurance coverage acceptable to the Owner, Architect, and Contractor as evidence by certificates of insurance. Such insurance shall include, but shall not necessarily be limited to coverages for worker's compensation, general liability, comprehensive liability, public liability, property damage and automobile insurance. All such certificates of insurance require a waiver of subrogation and shall name the Owner (when required) and Contractor as additional insured and shall be filed with the Contractor before commencement of work.

### **Section 11.02 Certificates of Insurance for Preferred Partner**

The Preferred Partner shall not be able to access a COI and thus will fall under Contractor's COI. Any additional costs incurred by Contractor will be passed on directly to the Preferred Partner and deducted from each project invoice.

### **Section 11.03 Notice of Cancellation**

The Subcontractor shall provide certificates of insurance which contain a provision that coverages under the applicable insurance policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Contractor.

### **Section 11.04 Bonds**

The Subcontractor also agrees to provide such bonds as may be requested by the Contractor.

## **Article XII. ARTICLE XI**

### **Section 12.01 Invoices**

The Subcontractor shall forward all invoices to Maintco Corp., 20 W. Burbank Blvd., Burbank, CA 91502 or shall deliver them electronically to [invoices@maintco.com](mailto:invoices@maintco.com).

### **Section 12.02 Payment Structure**

*100% of the Subcontractor's agreed upon price shall be due within Thirty (30) days following the submission of the approved invoice, photos, and clear description of work to the Contractor or per the Subcontractor-Contractor approved quoted terms. Contractor reserves the right to not release payment to the subcontractor until Contractor has confirmation of project cost acceptance per their client Missing information shall allow the Contractor to extend the payment an extra Thirty (30) days past the initial thirty (30) day period for scope confirmation. The Subcontractors invoice is to be submitted upon notification to the Contractor of completion of the stated work. The Subcontractor invoice must be submitted with the Contractor provided work order which must be signed by the owner, the owner's representative, a Contractor, or on site manager and include photo documentation showing the work site before and after the completed work. Work Orders that have been stamped and signed by the client must be received at Contractors office within five (5) business days of completion or forfeit the payment. Payment by the Owner to the Contractor is a condition precedent to the payment of the*

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Subcontractor. However, every effort will be made to pay the Subcontractor within Seventy Five (75) days following submission of the approved invoice to the Contractor.

**Section 12.03 Documents Required**

No payments to the Subcontractor will be processed unless the Contractor has received executed copies of this Subcontract, current certificates of insurance as required herein and current copies of required licenses from the Subcontractor. For Preferred Partners, payments will be approved without COIs and current license copies under the conditions that Maintco will deduct these costs from the Preferred Partner's final invoice.

**Article XIII. ARTICLE XII CHANGES IN THE WORK**

**Section 13.01 Authorization**

The Subcontractor shall not incorporate any extra labor or materials into the Work and the Project without first receiving approval from the Contractor in the form of additional Change Order Form. Materials and labor provided without the properly executed Change Order Form will not be reimbursable to the Subcontractor. The Subcontractor must provide documentation, which is acceptable to the Contractor, to substantiate any requests by the Subcontractor for extra labor or materials.

**Section 13.02 Changes in Work**

The Subcontractor may be ordered by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of the Subcontract Documents, consisting of additions, deletions or other revisions. Materials and labor, which are provided after such additions, deletions or revisions, which are not in conformity therewith, shall not be reimbursable to the Subcontractor. The Subcontractor is limited to a maximum of no more than 10% of the cost of any such additions, deletions or other revisions requested by the Contractor in accordance with these sections, as compensation for providing such additions, deletions or other revisions. In the event a specific percentage has not been set forth within this section, the maximum amount of such additional compensation shall be limited to the amount specified in the Prime Contract.

**Section 13.03 Denial of Changes**

Notwithstanding any other provision in this Subcontract, if the additional work which has been authorized in accordance with this Article is later determined by the Owner not entitle the Contractor to extra compensation for the additional work, then the Contractor shall not be liable to the Subcontractor for the extra compensation for the additional work.

**Article XIV. TERMINATION AND REMEDIES FOR THE BREACH OF THE SUBCONTRACT.**

**Section 14.01 Breached by the Subcontractor**

The Subcontractor shall be in breach of this Subcontract, which shall also be considered a default, if the Subcontractor is adjudged a bankrupt, or makes a general assignment for the benefit of the Subcontractor's creditors, or if a receiver is appointed

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on account of the Subcontractor's insolvency, or if the Subcontractor refuses or fails to supply enough properly skilled workmen or proper materials, or if the Subcontractor fails to make prompt payment to its subcontractors, or for materials or labor, or the Subcontract fails to comply with the terms of the Subcontract Documents.

#### **Section 14.02 Contractor Remedies**

If the Subcontractor has breached the Subcontract, or neglects to carry out the **Work and fails within 24 hours after receipt of written** notice of default from the Contractor to commence and continue correction of such breach, the Contractor may without prejudice to any right or remedy of the Subcontractor, terminate this Subcontract and take possession of the Project site and all materials, equipment, tools, construction equipment and machinery thereon owned by the Subcontractor, and may finish the Work by whatever method the Contractor deems expedient. If the Contractor must finish the Work, the Subcontractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Subcontract Sum exceeds the cost of finishing the Work, such excess shall be paid to the Subcontractor. If the cost of finishing the Work exceeds the unpaid balance the Subcontractor shall pay the balance to the Contractor.

#### **Section 14.03 Breach by Contractor**

The Contractor shall be in breach of this Subcontract, which shall also be considered a default, if the Contractor fails to make the payments due hereunder and **pursuant to EXHIBIT A within sixty (120) days of the due date of such payment, which shall be** determined by the date the Owner pays the Contractor for the Work, or any portion thereof. In the event of such breach by the Contractor, the Subcontractor shall be entitled to cease its performance of the Work until such payment has been made by the Contractor as provided by the payment terms herein.

#### **Section 14.04 Liquidated Damages**

In addition to all other remedies which may be available to the Contractor, the Subcontractor agrees to pay any damages, including liquidated damages, losses, and expenses, including without limitation, attorney fee's which may be assessed against the Contractor as a result of the Prime Contract for delays or other problems associated with the Work, if such delays or other problems resulted in whole or in part by or through the fault, negligent acts, or omissions of the Subcontractor, the Subcontractor's subcontractor, or anyone directly or indirectly employed by them, or anyone for whose acts may be liable.

### **Article XV. ARTICLE XIV DISPUTES WITH THE OWNER**

#### **Section 15.01 Claims**

The Subcontractor irrevocably designates the Contractor as the Subcontractor's sole and exclusive agent with respect to any and all claims which the Subcontractor may have against the Owner as a result of the Project. In conjunction therewith, the Contractor may retain legal counsel, compromise claims, pursue litigation or arbitration, release claims or take any other action which the Contractor deems advisable, in its sole discretion without liability to the Subcontractor. If there are multiple claimants with

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claims against the Owner, the Contractor shall allocate upon pro-rata basis, the respective interests of all the claimants including the Subcontractor and the Subcontractor agrees to be bound by any such allocation. If the Contractor receives any payments as a result of such claims, the Subcontractor shall receive its pro-rata share of the payment received after deductions of the Subcontractor's pro-rata share of legal expenses, costs, and other expenses incurred by the Contractor in pursuit of the claim. As the Contractor incurs such expenses, the Subcontractor shall be liable for its pro-rata share and shall reimburse the Contractor therefore upon request by the Contractor. The Subcontractor agrees to diligently cooperate in the prosecution of any such claims. Further, the Subcontractor agrees not to seek recovery from the Contractor for the Subcontractor's claim, except to the extent that such claims are recovered from the Owner, and to fully release the Contractor for any action taken by the Contractor and its agents in pursuit of the Subcontractor's claims. If the Subcontractor fails to comply with the terms of this section 14.1, the Subcontractor waives any right to payment to of its claims and the Contractor may retain amounts otherwise payable to the Subcontractor. The Contractor is under no obligation to pursue any such claims and the Contractor may, in its sole discretion, waive its rights under this section 14.1, in which case the Subcontractor shall be free to pursue any claims it may have against the Owner.

## **Article XVI.       ARTICLE XV GOVERNING LAW AND RULES OF CONSTRUCTION**

### **Section 16.01       Governing Law**

The validity, interpretation, and performance of this Subcontract shall be governed by the laws of the jurisdiction where The Project is located.

### **Section 16.02       Paragraph Headings**

Headings contained herein are for convenient reference only. They are not a part of this Agreement and are not to affect in any way the substance or interpretation of this Agreement.

### **Section 16.03       Survival of Provisions**

In case any one or more of the provisions or any portion of any provision set forth in this Agreement should be found to be invalid, illegal, or unenforceable in any respect, such provision(s) or portion(s) thereof shall be modified or deleted in such manner as to afford the parties the fullest protection commensurate with making this Agreement, as modified, legal, and enforceable under applicable laws. The validity, legality, and enforceability of any such provisions shall not in any way be affected or impaired thereby and such remaining provisions shall be construed as severable and independent thereof.

### **Section 16.04       Binding Effect**

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, subject to the restriction on assignment contained herein.

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**Section 16.05 Amendment**

This Subcontract shall only be amended or modified by written document executed by authorized representatives of Contractor and Subcontractor.

**Section 16.06 No Agency Created**

No agency, employment, partnership or joint venture is intended to be created by this Agreement. Each party hereto shall refrain from making any representation tending to create an apparent agency, employment, partnership or joint venture relationship between the parties.

**Section 16.07 Assignment**

This Agreement shall not be assigned, pledged or transferred in any way by either party hereto except that the parties shall have the right to assign their rights hereunder to any affiliate or any successor in interest whether by merger, consolidation, purchase of assets or otherwise. Any attempted assignment, pledge, transfer or other disposition of this Agreement or any rights interests or benefits herein, contrary to the foregoing provisions shall be null and void.

**Section 16.08 Conflicting Agreements**

Contractor and Subcontractor represent and warrant to each other that the entry into this Agreement and the obligations and duties undertaken hereunder will not conflict with, constitute a breach of, or otherwise violate the terms of any agreement or court order to which either party is a party and that each party is not required to obtain the consent of any person, firm, corporation, or other entity in order to enter into this Agreement.

**Section 16.09 No Waiver**

No terms or conditions of this Agreement shall be deemed to have been waived, nor shall any party hereto be stopped from enforcing any provisions of the Agreement, except by written instrument of the party charged with such waiver or estoppel. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived, and shall not constitute a waiver of such term or condition for the future or as to any act other than specifically waived.

**Section 16.10 Entire Agreement**

This Agreement contains the entire agreement of the parties hereto in regard to the subject matter hereof and may not be changed orally but only by written document signed by the party against whom enforcement of the waiver, change, modification, extension, or discharge is sought.

**Section 16.11 Arbitration, Attorney's Fees**

Any dispute or conflict arising out of or related to this Agreement shall be submitted to binding arbitration and the arbitration shall be conducted in accordance with the then current rules of the American Arbitration Association in Los Angeles, California governing commercial disputes. The parties shall be bound by the results of such arbitration. Further, the prevailing party in such arbitration or in any other legal proceeding arising out of or resulting from this Agreement shall be entitled to recover its costs and fees, including reasonable attorney's fees, from the other party.

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**Section 16.12 Gender Pronouns**

The use of the masculine shall refer to the feminine or neuter in circumstances in which the context otherwise requires and the singular shall refer to the plural in circumstances in which the context otherwise requires.

**Section 16.13 Authorized Agent**

The persons executing this Agreement on behalf of Contractor and Subcontractor hereby represent and warrant to each other that they are the duly authorized representatives of their respective entities and that each has taken all necessary corporate or partnership action to ratify and approve the execution of this Agreement in accordance with its terms.

**Section 16.14 Additional Documents**

Each of the parties to this Agreement agrees to provide such additional duly executed (in recordable form, where appropriate) agreements, documents and instruments as may be reasonably requested by the other party in order to carry out the purposes and intent of this Agreement.

**Section 16.15 Agreement Conditions**

This Agreement contains the entire agreement between the parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.

**Section 16.16 Time**

Time is of the essence for this Subcontract.

**Section 16.17 Facsimile Signatures**

Facsimile signatures shall be deemed to be the same as original signatures.

**Section 16.18 Counterparts**

This subcontract may be executed in several counterparts, each of which may be deemed an original, but all of which taken together shall be deemed one instrument.

Initials \_\_\_\_\_





THIS MAINTCO PARTNER IS ACKNOWLEDGED AND EXECUTED AS OF THE DATE SET FORTH ABOVE:

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

\_\_\_\_\_  
CA License Number (N/A if preferred partner)

\_\_\_\_\_  
Owner/President/CEO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

MAINTCO CORP.

\_\_\_\_\_  
Owner/President/CEO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

20 West Burbank Blvd  
Burbank, CA 91502

CA License #696478

Initials \_\_\_\_\_



## Article XVII. EXHIBIT A - TO SUBCONTRACT AGREEMENT

Contractor:

Address: As provided on Work Order from Maintco dispatch team.

Description of Work: As provided on Work Order from Maintco dispatch team.

Trip, Labor, and Parts Charges

Contractor will not cover trip charges unless pre-approved by the Contractor's client. The rate will be based off of the approved agreement. The hourly rate to be invoiced shall be no more than \$45.00 forty five dollars per man hour. Part markup will not exceed 15% and is subject to review and challenge by Contractor using current market value rates and can be modified by Maintco if outside generally accepted rates.

## Article XVIII. EXHIBIT B

TO SUBCONTRACT AGREEMENT Service Call Procedure

Upon dispatch by Fax, XORA, Electronic Message and/or Email, Service Provider must reply confirming receive of Work Order and Estimated Time of Arrival (ETA).

Check-in / Check-out: Service Providers technician must complete client's electronic check-in / check-out procedure via Interactive Voice Response ("IVR") system which the Service Providers technician uses the clients site phone as well as any other Contractor proprietary system.

It is required that the service call is documented with lots of pictures (before the Service Providers technician starts the job, during the work, and after the work is complete) while on site, as it is all billable time. Failure to provide will result in forfeiture of payment.

The client gives us a price Not To Exceed (NTE) for each job also, which is important, so when you get to a job you would check in, survey the request and make sure the request can be accomplished in the allotted NTE usually two (2) hours Labor & \$50.00 in Parts, then proceed with the job. If the request would take more than the NTE you need to call Maintco office and we would have to request an increase to complete the request properly. We use a 30 minute rule which means after the serviceperson arrives

Initials \_\_\_\_\_



on site and surveys the requested service, they call the dispatcher within 30 minutes and tell the dispatcher if the request can be completed in the time or price allowed and will complete it, or request NTE increase. All projects performed under NTE are subject to challenge even if billed below the NTE rate. If Maintco's customer does not approve Maintco's submitted NTE, Maintco reserves the right to challenge and reduce Subcontractor's billed value.

If fixed price has been set and approved and additional time will be needed to complete the job due to unpredictable changes in scope of work you are to contact Maintco office immediately for additional approval.

Work Orders: Service Providers technician must obtain a signature and store stamp on the Work Order, which includes the date, client location number, number of hours on site, and description of services performed. Failure to provide a properly completed and signed work order may result in non-payment for work performed.

P-1 CRITICAL: Request for Service requires an onsite response time within 4 business hours, or within agreed upon ETA with Maintco and location. Critical status is the most urgent response required. Response rates vary per customer.

P-2 EMERGENCY: Rapid response required. Usually within 8 business hours. Response rates vary per customer.

P-3 Request for Service requires usually an onsite response time within 2 business days, or within agreed upon ETA with Maintco and location. Response rates vary per customer.

P-5 Standard project request requiring response within 5 business days. Response rates vary per customer.

Initials \_\_\_\_\_