



CONTRACTOR AGREEMENT

PROPERTY MANAGER:

THE FULTON GROUP, LLC

PROPERTY MANAGER ADDRESS:

1055 East Fulton St. NE, Grand Rapids, MI 49503

CONTRACTOR:

CONTRACTOR ADDRESS:

THIS AGREEMENT is made and entered into by and between The Fulton Group, LLC, “Property Manager”, having its place of business at 1055 East Fulton St. NE, Grand Rapids, Michigan 49503, and _____, “Contractor”. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Property Manager and Contractor hereby agree as follows:

Section 1: Statement of Work: From time to time, Contractor may provide services to the Property Manager. In addition to the terms and conditions negotiated by the parties for the particular projects, Property Manager and Contractor hereby agree that the terms and conditions of this Contractor Agreement (the “Agreement”) shall apply whenever Contractor provides services to the Property Manager. This Agreement also consists of any bids, plans and specifications, change orders and other documents that are attached to or referenced by this document.

Section 2: Quality and Scope of Work: Contractor agrees to provide the labor, supervision and materials required in undertaking, performing, and completing the services as agreed to the parties. Contractor agrees that the documentation and information provided by the Property Manager is sufficient for its intended purposes and that the Work can be executed in accordance with this Agreement. In the event that there are no bids, plans, specifications, or other documents attached to this Agreement describing the Work, Contractor agrees to perform the Work in accordance with the direction of the Property Manager. Contractor further warrants that all materials shall be new and of specified quality and grade.

Section 3: Warranty: Contractor warrants that the Work will be performed in substantial conformity with its bid, the plans and specifications, and agreed to change orders, if any, in a professional and workmanlike manner free of defects. Contractor warrants its Work for a period of twelve (12) months against all defects in materials or workmanship at no cost to Property Manager.

Section 4: Period of Performance: The Work to be performed under this Agreement shall commence within a reasonable period of time after the date Property Manager gives Contractor notice to proceed with the Work. Contractor shall proceed diligently to complete the Work in the manner within the time period(s) established by the Property Manager. Unless terminated earlier, this Agreement shall continue in full force and effect until completion and will be automatically renewed for ongoing services, if any, for a subsequent twelve (12) month period

Section 5: Method of Payment: Property Manager shall pay Contractor for the portion of the work satisfactorily completed by Contractor within thirty (30) days of invoicing for such Work, less any retention amount Property Manager is required by the Owner to withhold from payment until the substantial completion of the Project. Contractor shall furnish appropriate lien waivers and, if requested, sworn statements, at the time of payment which comply with the Michigan Construction Lien Act, being Public Act 497 of 1980, as amended. The Contractor understands that payment may come directly from an entity that holds title to the property that the Contractor services

and agrees that regardless of where the payment is issued from, the issuer of the payment is not a party to this agreement and therefore not liable to any terms or conditions of this Agreement.

Section 6: Change Orders: Either party may request changes in the Work by giving the other party a written change order request describing the requested change. Contractor shall promptly thereafter provide Property Manager with an estimate of any adjustment as a result of the change order, and shall not be obligated to proceed with the changed Work until receiving from Property Manager written acceptance. Property Manager will make payment for extra or changed Work with the next payment due to Contractor unless Property Manager and Contractor have agreed in writing to a different payment schedule for the extra or changed Work.

Section 7: Default: Should Contractor refuse or neglect to supply sufficient and properly skilled workmen, or materials or equipment of the proper quality and quantity, or fail to satisfy contractual deficiencies or to commence and continue satisfactory correction of the default with diligence or promptness within three (3) working days from receipt of Property Manager's written notice, then Property Manager, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct deficiencies and charge the cost thereof to Contractor, who shall be liable for such payment, including reasonable overhead, profit and attorneys' fees. In the event of an emergency affecting safety of persons or property, Property Manager may proceed as above without notice, but Property Manager shall give Contractor notice promptly after the fact as a precondition of cost recovery.

Section 8: Claims Relating to Contractor: Contractor shall give Property Manager written notice of its intent to pursue a claim against the Property Manager for breach of any terms of this Agreement within seven (7) days of Contractor's knowledge of giving rise to the event for which claims is made. No suit may be commenced by the Contractor for breach of this Agreement after the expiration of ninety (90) days from the date of such notification. Within this ninety-day period, the Contractor, at the request of the Property Manager, must meet with the Property Manager to attempt to resolve the dispute or waive the claim, providing a bar to any subsequent lawsuit. Contractor waives any statute of limitations to the contrary.

Section 9: Independent Contractor Status: Property Manager retains Contractor only for the purposes and to the extent set forth in this Agreement. Contractor's status shall be that of an Independent Contractor and neither Contractor nor Contractor's employees shall be considered as having employee status or being entitled to participate in any plans, arrangements or distributions of the Property Manager pertaining to or in connection with any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Property Manager.

Section 10: State and Federal Taxes: Property Manager will not withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, or make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments. Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. On demand, Contractor shall provide Property Manager with proof that such payments have been made.

Section 11: Workers' Compensation: Property Manager shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Property Manager with a certificate of workers' compensation insurance before the employees begin work.

Section 12: Unemployment Compensation: Property Manager shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If a Contractor and/or its employee files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by Property Manager under this Agreement.

Section 13: Contractor's Responsibilities: The Contractor is responsible for ensuring that all reasonable precautions are exercised at all times for the protection of all persons and property.

Section 14: Indemnification:

- A. Contractor shall indemnify said parties for any funds disbursed by the Property Manager to the Contractor which are wrongfully appropriated and utilized by the Contractor or which are paid to the Contractor based upon false or misleading information.
- B. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Property Manager, its boards, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages, and claims and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty) resulting from or in any way related to the acts or omissions of the Contractor or its officers, directors, employees, agents or client pursuant this contract, including any liability resulting from intentional or reckless acts of the Contractor or employees or agents of Contractor.

- C. Contractor understands that the Property Manager has property management agreements with several entities under which it manages properties that the Contractor may service. The Contractor, in addition to the indemnification above in this paragraph of the Property Manager, hereby further agrees to indemnify, defend, and hold harmless any entities that have a contractual relationship with the Property Manager and that entities boards, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages, and claims and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty) resulting from or in any way related to the acts or omissions of the Contractor or its officers, directors, employees, agents or client pursuant this contract, including any liability resulting from intentional or reckless acts of the Contractor or employees or agents of Contractor.

Section 15: Insurance:

A. Insurance Requirements

The Contractor, and any of its employees, shall not commence work under this contract until it/they has/have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and authorized in the State of Michigan and acceptable to the Property Manager or any successor organization. All deductibles and/or self-insured retentions are the responsibility of the Contractor.

B. Cancellation Notice

All policies, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to The Fulton Group, LLC.

C. Proof of Insurance Coverage

The Contractor shall provide, at the time that the Agreements are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

The Contractor agrees to add a Waiver of Subrogation endorsement to Contractor's insurance policy.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the Property Manager at least ten (10) days prior to the expiration date.

Section 16: Performance:

- A. The parties agree that performance, as agreed to by the parties is essential to the life of this contract as well as timely performance.
- B. The Property Manager's failure to exercise a right or remedy under this Contract, or its making of a payment after an alleged breach of this Agreement by the Property Manager will not operate as a waiver of any of the Property Manager's rights or remedies under this Agreement.

Section 17: Supervision: Contractor shall provide adequate supervision for its workers and employ a competent superintendent, foreman, or principal at the job site, with authority to act for Contractor.

Section 18: Safety: Contractor shall take all reasonable safety precautions with respect to its work. Contractor agrees to complete the Work in full compliance with all applicable local, state and federal laws, codes and regulations, and shall be responsible for scheduling inspections necessary to perform the Work in a timely manner.

Section 19: Communicable Diseases, COVID-19 & Health Safety Guidelines: All contractors must adhere to the guidelines promulgated by the CDC, OSHA and their health-care provider when becoming ill or injured. Please refer to <https://www.cdc.gov/niosh/> and <https://www.osha.gov> for more details.

Section 20: Cleanup: Contractor will continuously clean the job site, and Contractor's work areas will be maintained in an orderly and broom-clean condition at all times. Contractor will locate its materials and equipment so as to avoid interference with other trades. If Contractor fails to perform as required by this paragraph or remove its tools and debris at the completion of the Work, Property Manager may do so at Contractor's expense.

Section 21: Early Termination: The performance of Work under this Agreement may be terminated in whole or in part, for any reason, by either party when the party provides thirty (30) days written notice to the other party. Any such termination shall be instituted by delivery to the other party a written notice specifying the extent to which performance of the Work under the Agreement is terminated and the date on which termination becomes effective. If this Agreement is canceled or terminated as provided herein, the Property Manager shall pay the Contractor on the basis of actual goods received and services satisfactorily performed as calculated by the Property Manager.

Section 22: EEO Policy: The Contractor, as required by law, shall not discriminate against its employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly relating to employment, because of race, color, religion, national origin, marital status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Agreement.

Section 23: Oral Agreements/Modifications: This Agreement, including the attached Exhibit(s), constitute the entire and complete agreement between the Property Manager and the Contractor, and each warrants that there are no additional understandings or agreements, oral or otherwise, between the parties. This Agreement supersedes any prior discussions, negotiations, agreements, and understandings. This Agreement may only be modified or amended by mutual agreement of the parties in writing.

Section 24: Subcontracts: The Contractor is prohibited from assigning or subcontracting any of the work described in the Statement of Work or the Specifications Sheet without the prior written consent of the Property Manager.

Section 25: Applicable Law: This Agreement will be governed by the laws of the State of Michigan.

Section 26: Choice of Forum: The parties submit to the jurisdiction and venue of the Circuit Court for the County of Kent, State of Michigan or, if original jurisdiction can be established, the United States District Court for the Western District of Michigan with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

Section 27: Bankruptcy: A material breach shall have occurred if Contractor dissolves its business, has entered against it an order for relief in an involuntary bankruptcy proceeding, or commences a voluntary bankruptcy proceeding, makes an assignment for the benefit of creditors, becomes insolvent, or fails to pay its obligations as they become due.

Section 28: Severability: Should any provision of this Agreement be in conflict with any law, ruling, or regulation, then such provisions shall continue in effect only to the extent it remains valid. If any provision becomes inoperative, the remaining provisions of this agreement shall remain in full force and effect.

Section 29: Signatories: The signatories warrant that all statements contained within this Agreement, including any attachments, are complete and accurate. In addition, the signatories warrant that they are empowered to enter into this Agreement.

PROPERTY MANAGER:

The Fulton Group, LLC

Signature: _____

By: _____

Date: _____

CONTRACTOR:

Signature: _____

By: _____

Date: _____