



TRADE PARTNERS AGREEMENT

THIS TRADE PARTNERS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__ by and between B.A.C.H. Land Development, LLC ("Contractor") whose business address is set forth below and _____. ("Subcontractor") whose business address is set forth below for work to be performed (in each case, a "Project").

1. Subcontract Price. Unless otherwise defined by a bid and/or contract attached hereto, the Subcontractor shall be paid based upon labor and materials provided and properly invoiced to Contractor for each Project or portion completed thereof. Invoices will separate the cost of materials from the cost of labor. For each Project subject to a separate written contract or agreement, Subcontractor shall be paid (the "Contract Price") for the Work performed by Subcontractor for each Project, which sum is the complete price, including, but not limited to, all, labor, rental of equipment, tools, permits, licenses, insurance, taxes, bonds, transportation, meals, lodging, overtime, profit, overhead, electric and water meters and supply lines. No other or additional amount shall be paid without a written change order signed by Contractor and Subcontractor. Change orders, signed by both parties, may also reduce the Contract Price. For the Contract Price and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and the Contractor hereby agree as follows:
2. Scope of Work. The Subcontractor shall furnish, at its own expense, all tools, machinery, equipment, labor, management, and Project supervision for each Project for the proper and timely completion of the agreed upon work ("the Work") unless otherwise agreed to in writing by Contractor. Contractor and Subcontractor hereby agree that additional terms and conditions for a particular Project may be incorporated herein as an Exhibit and/ or Addendum to this Agreement, signed by both parties.
3. Workmanship. Subcontractor shall perform the Work in a thorough, efficient, professional and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment, and materials.
4. Safety. Subcontractor shall comply with applicable state and federal safety standards including, but not limited to, those promulgated by the US Occupational Safety and Health Administration.
5. Warranty. Subcontractor warrants its Work for a period of one year(s) against all defects in materials, design, or workmanship.
6. Time of Commencement; Completion. Subcontractor shall, unless otherwise advised in writing by Contractor, commence its Work on each Project as agreed ("Commencement Date"), and complete the Work, including final inspection by agents of governing authorities, within the agreed upon period ("Completion Date").

7. Independent Contractor. Subcontractor is an independent contractor and not an employee of Contractor.

8. Insurance. The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following insurance:

- A. *Workers' Compensation Insurance* is required to cover the legal liability of the Sub-Contractor and its Subcontractors under the applicable workers' compensation or occupational disease laws for claims for personal injuries and death resulting therefrom to the Sub-Contractor and its Subcontractor's employees.
 - Required Limits: \$500,000 Each Accident / \$500,000 Each Employee or statutory limits.
 - Required Endorsements:
 - Waiver of subrogation as permitted by the laws of the jurisdiction where the Project is located.
- B. *General Liability Insurance* is required to cover the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting therefrom arising out of the acts, errors, omissions, work, product, ongoing, and complete operations to be performed by the Subcontractor.
 - Required Limits: Not less than
 - \$1,000,000 Per Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal/Advertising Injury
 - General Liability Insurance must name Owner and Contractor as additional insured as to the operations, both ongoing and completed, of the Subcontractor under the Contract and the Severability of Insureds
 - Required Endorsements: CG 2010 (11/85 ed.) or its equivalents (CG 20 10 10 01, CG 20 37 10 01)
 - General Liability Insurance must be Primary and Non-Contributory, as respects to work on the Project, evidenced by endorsements to the policy.
 - General Liability Insurance must include a Waiver of Subrogation.
- C. *Automobile Liability Insurance* is required to cover the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries and death resulting therefrom and for property belonging to other than the Subcontractor caused by vehicles licensed for public road use used by the Subcontractor. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment.
 - Required Limits: Not less than \$1,000,000 combined single limit.
- D. *Miscellaneous Insurance Provisions:*
 - Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor's insurance.
 - All certificates of insurance must be provided by Subcontractor to Contractor before the Subcontractor begins work.
 - The Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements prescribed by this Section.

- The Subcontractor hereby waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act.
- Subcontractor shall require its insurer to notify Contractor thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies.
- To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses shall be assumed by the Subcontractor.
- Subcontractor insurance shall remain in full force and effect for the duration of the job or project.
- Insurance shall be placed with insurers with an A.M. Best rating of not less than A-.
- PROPERTY INSURANCE: Subcontractor shall be solely responsible to provide insurance coverage for tools, equipment or personal belongings that are owned or leased by the subcontractor or its employees at the Subcontractor's own expense. The Subcontractor accepts and shall bear the risk of loss for such property, material, or equipment which is stored on-site and off-site.
- RIGGERS LIABILITY: If Subcontractor's (or its contractors or suppliers, regardless of tier) work will involve the moving, lifting, lowering, rigging or hoisting of property or equipment, Contractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment.
- MULTI-FAMILY PROJECTS: Subcontractor's policy must not include exclusionary language for multi-family construction (CG 77 44 and CG 77 45)

9. Termination of Agreement. Contractor may terminate this Agreement and dismiss Subcontractor from the job site at any time, in Contractor's sole discretion, without cause, by providing Subcontractor with written notice of such termination. Such termination shall be effective as of the time and date stated in such written notice.

10. Indemnification for Subcontractor's Actions. To the extent permitted by law, Subcontractor shall indemnify, protect, release, defend and hold the Contractor and its shareholders, directors, officers, employees, and agents harmless against all losses, fines, penalties, or claims and costs incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any and all of them may incur as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), which arise out of or related to: (i) the performance of the Subcontractor Agreement; (ii) the negligent acts or omissions of Subcontractor, Subcontractor's employees, agents and contractors of any tier; (iii) Subcontractor's breach of this Agreement; or (iv) or Subcontractor's failure to comply with applicable laws, ordinances, and regulations. Subcontractor agrees that Subcontractor insurance, as lined in Section 8 above, shall support the obligations and liabilities set forth in this Agreement.

11. Venue. The exclusive venue relating to this Agreement shall be in the State where each Project is located. Any claim and/or cause of action between the Parties shall only be initiated and maintained in this exclusive venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

12. Attorneys' Fees. In the event of any dispute between Contractor and Subcontractor, the prevailing party in any litigation related thereto shall be entitled to recover its attorneys' fees and costs, whether incurred before trial, at trial and upon all appellate levels and in any administrative or bankruptcy

proceedings.

13. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Tampa, Florida, before one arbitrator. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

- Allocation of Fees and Costs: The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

14. Severability. Should any part or parts of this Agreement be invalid, it is mutually agreed that such parts or part of this Agreement shall not invalidate the remaining part or parts thereof.

15. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

16. Entire Agreement. This Agreement has been fully negotiated between the parties at arm's length and neither party has been coerced to execute it. This Agreement constitutes the entire agreement between the parties relating to the provision of the Work and supersedes any and all prior agreements, whether written or oral, that may exist between the parties. This Agreement may be amended only by a written instrument signed by each party.

SUBCONTRACTOR

By: _____

Title: _____

Date: _____

Address: _____

CONTRACTOR

B.A.C.H. Land Development, LLC

By: _____

Date: _____

Address: 3418 W Arch St.

Tampa, FL 33607