

VENDOR/SUPPLIER AGREEMENT

Agreement made as of the _____ day of _____, 20____ **Between**, Renehan Building Group, Inc. with an office at 318 E. King Street, Malvern, Pa., 19355, the Contractor, hereinafter referred to as "RBG INC" or the "Contractor" and _____ with an office at _____
(Company Name) (Company Address)

the Vendor/Supplier, hereinafter referred to as the "Vendor/Supplier". This agreement is hereinafter referred to as the "Vendor/Supplier Agreement".

This Vendor/Supplier Agreement is entered in for the provision of Work Segment by the Vendor/Supplier (as defined below) for a portion of RBG's construction of a house and/or other structure(s) (herein referred to as the "Project") pursuant to the project on a lot of land identified as _____ herein referred to as the "Lot."
(Project Address)

TERMS AND CONDITIONS OF AGREEMENT

RBG and Vendor/Supplier agree as follows:

ARTICLE 1: The Contract Documents

The Contract Documents consist of this Vendor/Supplier Agreement, the portion of the Plans and Specifications for the Building which relate to the Work Segment described below, and all Modifications issued after execution of this Vendor/Supplier Agreement. A Modification is (1) a written amendment to the Vendor/Supplier Agreement signed by both parties, (2) a Change Order to RBG's Building Contract with the Customer, and/or (3) a written interpretation of the Plans and Specifications issued by RBG. It is the sole responsibility of the Vendor/Supplier to ensure they have the most updated set of plans prior to commencing work.

ARTICLE 2: The Scope of the Work Segment

Vendor/Supplier shall furnish Labor and Materials for the following portion of the Plans and Specifications for the Project: _____ and in accordance with
(Brief description of the type of work/service your company provides. Ex. Rough & Final Electric, Excavation, Plumbing, etc)
the standards of the industry (hereinafter referred to as the "Work Segment").

ARTICLE 3: Intentionally Deleted

ARTICLE 4: The Contract Sum

The Vendor/Supplier shall be paid the sum of \$ _____ for the performance of all of the Work Segment.
(Total Amount of Contract)

No deviation from the Plans and Specifications will be permitted or paid for unless a Modification in the form of a change order is first agreed upon and signed by RBG and the Vendor/Supplier. RBG is to be notified of all changes in the requirements for the performance of the Work Segment before commencement of additional work, and will prepare a Change Order to describe the new scope of the Work Segment and agreed upon price. This is the only means by which a Vendor/Supplier will be compensated for labor or materials beyond the original description of the Work Segment set forth above.

ARTICLE 5: Payment Process

Draw schedules outlined on your estimates/work orders are very helpful. This way we can predict the flow of cash required for that particular job. We ask that you submit a payment request or bill for the amount due upon completion of the relevant piece of work. Typically, draw amounts should be tied to progress on the job. Invoices should be turned in to us promptly allowing sufficient time for review and processing. Upon review of your bill and the acceptance of your work a check will be issued. Depending on when you submit your invoice to us our goal will be to issue payment in 30 to 45 days. Please note, on certain jobs Vendor/Supplier payments may be based on our job payment schedule.

ARTICLE 6: Final Payment.

Final payment shall be due when the Work Segment is fully completed and performed in accordance with the Contract Documents and such completion and performance is satisfactory to RBG. Before RBG will issue the final payment to the Vendor/Supplier, the Vendor/Supplier, if requested by RBG, shall submit evidence satisfactory to RBG that all payrolls, bills for materials and equipment, and known indebtedness connected with the Vendor/Supplier's performance of the Work Segment have been satisfied. Additionally, at the time of final payment, Vendor/Supplier must sign a waiver of liens for the project. This can be done via fax and the check mailed or checks may be picked up at RBG's office location listed above, if requested.

ARTICLE 7: Insurance

Vendor/Supplier is required to provide a Certificate of Insurance prior to starting work. RBG shall be added as an Additional Insured on each Vendor/Supplier General Liability policy, verified by a Certificate of Insurance and receipt of the Additional Insured form. Limits on the Vendor/Supplier's General Liability for Premises/Operations and Products/Completed Operations shall be equal to or greater than \$1,000,000.00 per claim \$2,000,000.00 General Aggregate Liability. (These limits are subject to change.)

ARTICLE 8: GENERAL CONDITION

1. Vendor/Supplier is required to cooperate fully with the contractor and other Vendor/Suppliers on the job and during the scheduling process to maximize efficiencies.
2. The Vendor/Supplier shall comply with Federal, State and local tax laws, social security acts, unemployment compensation acts and workmen's compensation acts insofar as applicable to the performance of this Vendor/Supplier.
3. This Agreement is not offered as an exclusive contract for any phase of construction on this or any other RBG project.
4. All materials are subject to the satisfaction and acceptance of the Contractor, Architect, and home buyer if applicable.
5. Vendor/Supplier shall notify the Contractor a minimum of 24 hours after receiving any damaged material or material shortage
6. No one is allowed on the job site that is not an employee of the Vendor/Supplier.
7. Vendor/Supplier is responsible for any damages caused by Vendor/Supplier or his work force and by Vendor/Supplier's suppliers or materials.
8. Vendor/Supplier must protect all public and private improvements including, but not limited to, telephone, utilities, sewer, gas, curb, drive, sidewalk, phone lines, and Vendor/Supplier will be responsible for any and all damages.
9. The Vendor/Supplier agrees to pay all of his bills when due for materials and labor used on the Contractor's jobs. Vendor/Supplier agrees to keep such jobs free and clear of mechanics' claims or liens due to his nonpayment of any his suppliers or vendors used on the said project. The Contractor may, at his option, make any checks payable jointly to the Vendor/Supplier and any one or more of his suppliers or workers.
10. Vendor/Supplier or supplier shall furnish to Contractor copies of all specifications, installation instructions, and warranty information for materials included. No substitutions shall be allowed without written prior approval, and Vendor/Supplier shall remove and replace non-compliant items at their expense, including payment to Contractor for schedule delays in the amount of \$100 per day.
11. Vendor/Supplier is to return to Contractor all blueprints or detailed drawings given to them for work or bid purposes upon request. All plans are proprietary in nature and are not to be shared with any person outside RBG.
12. Worker safety is paramount at RBG.

- a. **Safety:** Vendor/Supplier shall be responsible for compliance with the Federal Occupational Safety and Health Administration (OSHA) and all other federal, state, municipal, and local occupational hazard and safety acts, rules and regulations. Any fines, assessments and the like that Contractor and/or Owner are required to pay as a result of any act, omission or negligence by the Vendor/Supplier or any party working for or on behalf of the Vendor/Supplier or by any party delivering on behalf of the Vendor/Supplier, shall be the responsibility of the Vendor/Supplier.
 - b. **Special Hazard Protection:** Vendor/Suppliers whose activity on project (ie. Deliveries) poses hazard of fire, flood, electrocution, freeze, or other extraordinary conditions shall provide additional protection and care appropriate including, but not limited to, fire extinguishers, water sensors, shock protection, etc.
13. The use of drugs or alcohol is strictly prohibited on or near any job site. The Vendor/Supplier understands that violation of this policy will result in immediate termination of this Agreement and may result in forfeiture of any monies earned on the job where the violation occurs. THIS IS A ZERO TOLERANCE POLICY. Workers suspected of being under the influence of drugs or alcohol, or suffering effects of past influence will be removed from the jobsite immediately, and the Vendor/Supplier put on notice. Second offense is grounds for automatic termination of all present and future Agreements with the Contractor.
 14. OSHA can assess huge fines – any fines resulting from Vendor/Supplier’s negligence must be promptly paid for by the Vendor/Supplier.
 15. Theft by Vendor/Supplier or any employee of Vendor/Supplier will be grounds for immediate dismissal and will be punishable by law. THIS IS A ZERO TOLERANCE POLICY.
 16. Vendor/Suppliers and their employees are expected to be professionals. Their dress should be appropriate when entering project area. Their dress should be modest and non-offensive. No inflammatory political, social, or cultural slogans or images will be tolerated. They should make every effort to maintain good relationships with neighbors, owners, and other Vendor/Suppliers.
 17. Tobacco Use: No smoking is permitted in homes. Smoking is allowed in designated areas only. All smoking materials to be extinguished in approved containers only. Chewing tobacco may be used so long as “spitting” is contained in appropriate containers and containers are removed.
 18. Neighbors: Vendor/Suppliers and their representatives should make every effort to maintain good relationships with neighbors. Should a dispute occur, the Vendor/Supplier shall offer no resistance or response, but will rather notify the Construction Manager of the situation.
 19. The Vendor/Supplier shall indemnify and hold harmless RBG and all of his agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance of the Vendor/Supplier’s Work Segment under this Vendor/Supplier, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work Segment itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Vendor/Supplier or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether it is caused in part by a party indemnified hereunder.
 20. Vendor/Supplier’s indemnification and defense obligations hereunder shall extend to Claims occurring after this Vendor/Supplier Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.
 21. In any and all claims against RBG or any of his agents or employees by any employee of the Vendor/Supplier, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Paragraph 19 shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Vendor/Supplier under workmen’s compensation acts, disability benefit acts or other employee benefit acts.

22. The obligations of the Vendor/Supplier under the Paragraph 32 shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
23. The Vendor/Supplier agrees to pay any and all Federal, State, and Local taxes which are, or may be, assessed upon any materials which he may furnish under this Vendor/Supplier Agreement.

ARTICLE 9. RBG Inc's Responsibilities

1. RBG shall be bound to the Vendor/Supplier by the terms of this Vendor/Supplier Agreement.
2. RBG shall promptly notify the Vendor/Supplier of all modifications to the project which affect this Vendor/Supplier Agreement and which were issued or entered into subsequent to the execution of this Vendor/Supplier Agreement.
3. RBG shall permit the Vendor/Supplier to obtain directly from the Architect, if any, evidence of percentages of completion certified on his account of the Work Segment.
4. Unless otherwise provided in the Contract Documents, if the Architect fails to issue a Certificate for Payment or RBG does not receive payment for any cause which is not the fault of the Vendor/Supplier, RBG shall pay the Vendor/Supplier, on demand, a progress payment computed as provided in Article 5 or the final payment as provided in Article 6.
5. RBG agrees that if it fails to make payments to the Vendor/Supplier as herein provided for any cause not the fault of the Vendor/Supplier, within seven days from the time payment should be made as provided in Article 5 and Article 6, the Vendor/Supplier may, upon seven days additional written notice to RBG, stop his Work Segment without prejudice to any other remedy he may have, unless, within that seven days, RBG shall makes such payments as are due.
6. RBG agrees that no claim for payment for services rendered or materials and equipment furnished by RBG to the Vendor/Supplier shall be valid without prior notice to the Vendor/Supplier and unless written notice thereof is given by RBG in advance.
7. RBG shall permit the Vendor/Supplier to be present and to submit evidence in any arbitration proceeding involving the Vendor/Supplier's rights.
8. RBG shall permit the Vendor/Supplier to exercise whatever rights RBG may have under the Building Contract in the choice of arbitrators in any dispute in which the sole cause of the dispute is the Work Segment materials, equipment, rights or responsibilities of the Vendor/Supplier.

ARTICLE 10. Arbitration

All claims, disputes and other matters in question arising out of or relating to this Vendor/Supplier, or the breach thereof, shall be decided by arbitration in Chester County in the same manner and under the same procedure as provided in the Contract Documents with respect to disputes between the Owner and RBG except that a decision by the Architect shall not be a condition precedent to Arbitration.

ARTICLE 11. Miscellaneous Provisions

1. The parties, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
2. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

