



SUBCONTRACTOR AGREEMENT

This Agreement, as negotiated herein, is entered into by and between _____,
“Subcontractor” and Trademark Property Solutions, Inc., “Contractor.”

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and the Contractor hereby agree as follows:

STATEMENT OF WORK:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and conditions negotiated by the parties in the work order details, Contractor and Subcontractor hereby agree that the terms and conditions of this Subcontractor Agreement (the “Agreement”) shall apply whenever Subcontractor provides services to Contractor.

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 minimum levels of insurance:

A. Workers’ Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers’ compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor’s employees. Certificates of insurance must include a waiver of subrogation in favor of Contractor.

B. Commercial General Liability insurance covering 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 there from arising out of the services to be performed by the Subcontractor, in an amount not less than \$500,000 for any one occurrence, \$1,000,000 general aggregate (subject to a per project general aggregate provision), \$1,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall

be obtained and shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and Contractor shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement. Form CG 20 10 07 04 and CG 20 37 07 04 must be shown on the certificate of insurance or its equivalent.

C. Automobile Liability insurance covering 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 there from and for property belonging to other than the Subcontractor caused by highway licensed vehicles of or used by the Subcontractor in an amount not less than: (i) \$500,000 for any one person; (ii) \$500,000 for bodily injury for any one occurrence; and (iii) \$500,000 for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment and Contractor shall be named as an additional insured on such policy. The Subcontractor's insurance coverage shall be primary insurance as respects work on this project for Contractor, its directors, officers, and employees. Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor's insurance.

The Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are 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 will be assumed by the Subcontractor. Insurance shall be placed with insurers with a Best rating of not less than A-.

DUE DATES & PHOTOGRAPHIC DOCUMENTATION

Subcontractor shall employ persons of competence and skill to complete the project within the job due date. The work shall commence within no more than 3 business days of work order acceptance. If Subcontractor requires additional time to complete job for any reason, it is the sole responsibility of Subcontractor to notify Contractor immediately via phone or email detailing the reason for the delay and how much extra time is need to complete the job. With regard to any work order submitted to Subcontractor that requires expedited completion, Subcontractor is required to provide documentation and photographic evidence of the work performed within 24 hours from the time the work order was submitted to Subcontractor. Documentation and photographs of services performed by Subcontractor for Contractor that are returned to Contractor between 48-72 hours following the delivery of the work

order to Subcontractor shall be assessed a 10% penalty of the monies paid to Subcontractor under this Agreement for that particular work order(s). If documentation or photographic evidence provided by Subcontractor to Contractor on a particular work order(s) is returned to Contractor later than 72 hours of following delivery of Contractor work order to Subcontractor, Subcontractor will be subject up to a 20% penalty against the monies paid to Subcontractor under this Agreement for a particular work order(s), provided that Subcontractor is otherwise entitled to payment for that work order(s) under this Agreement.

In agreeing to complete the Work by the agreed Due Date, Subcontractor has taken into consideration and made allowance for ordinary delays, and hindrances incident to such Work, whether growing out of delays of common carriers, delays in securing material or workers, changes, omissions, alterations, or otherwise.

If the Subcontractor fails to complete the Work as agreed herein, Contractor may declare the Subcontractor in default by providing written notice to Subcontractor by email. If Subcontractor fails to remedy the situation within 24 hours of default notice being sent, Contractor shall have the right to select a substitute Subcontractor. If the expense of completing the Work exceeds the unpaid balance on 'Field Services', Subcontractor shall pay the difference to 'CONTRACTOR'.

AVAILABILITY

Subcontractor agrees to participate in a minimum of one vendor orientation meeting with Contractor and will also attend scheduled meetings with a notice of no less than 24 hours. Subcontractor also agrees to make its employees available for drug test and background checks if so requested by Contractor.

CLEANING UP

Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, Subcontractor shall remove waste materials, rubbish, the Subcontractors tools, construction equipment, machinery and surplus materials. If the Subcontractor fails to clean up as provided in the Agreement Documents, Contractor may do so and the cost thereof shall be charged to the Subcontractor.

PAYMENT TERMS

All payments made to Subcontractor will be tracked by work order number provided. Payments will be made to the Subcontractor only after all of the following conditions have been met:

1. Provide Contractor with the following documents: Proof of Workers Compensation Insurance, General Liability Insurance certificate naming Contractor Property Solutions, Inc. as an additional insured, W9, A non-disclosure agreement, Background Check Authorization form and Subcontractor Agreement.

2. All requested digital date stamped & properly labeled photos as outlined in the work order photo requirements are received in Property Pres Wizard Software.
3. Work order has been approved by your Quality Control inspector. This process is complete within 48 hours of job completion.

All payments shall be mailed by Contractor to the Subcontractor by company check.

It is the sole responsibility of Subcontractor to update Contractor of any address changes or advise of any other changes in contact information that would prevent Contractor from paying Subcontractor promptly.

\$5 will be subtracted, per work order for administration and software fees.

Payment Schedule: Payments for work meeting the above requirements will be processed on the 1st and the 15th of every month. Processing may take up to 10 business days, which does not include mailing time.

Final Payment: Because we pay in advance (before we are paid by our clients), your final payment for work completed will not be processed until we have received payment from our clients for each job that you have completed during that time period. Allow 90 days for final payment.

INTERFERANCE OF CONTRACTUAL RELATIONSHIPS

Subcontractor agrees that at any time during the length of this Agreement or at any time after the termination or expiration of this Agreement, Subcontractor will not attempt to hire an employee of Contractor or any other entity performing services, or otherwise encourage or attempt to encourage any employee of Contractor to leave employment of Contractor, Subcontractor further agrees that during the length of this Agreement or at any time following the termination or expiration of this Agreement, Subcontractor will not disrupt or attempt to disrupt the relationship, Contractual or otherwise, between Contractor and any customer, supplier, payor, or other Subcontractors for any reason.

Subcontractor further agrees not to communicate with any Contractor customers, payors, suppliers, or other Subcontractors regarding outstanding payments owed to other Subcontractors under this Agreement. The violation of this will cause vendors to be liable for liquidated damages of \$5000 (five thousand dollars and no/US Dollars) and to forfeit its right to payment under this Agreement on any and all work orders regarding which Subcontractor so communicated. If Contractor loses a Contract, customer, account, payor, supplier, or Subcontractor as a direct or indirect result of such communication by Subcontractor to one of Contractor's customers, payors, suppliers, or

Subcontractors, Subcontractor will also be liable for the amount of money that Contractor would have received from the lost customer/account for all services performed by Contractor on behalf of the customer for a 2 month period of time. The amount will be based on the previous 2 months sales from that customer not including the current month.

NON-DISCLOSURE and NON-COMPETITION

Expiration or termination of this Agreement, Subcontractor agrees to respect the confidentiality of Contractor processes, Contractors, and trade secrets, and not to disclose them to anyone.

Subcontractor agrees not to make use of research or company sponsored training done in the course of work for Contractor, while employed by a competitor of Contractor..

TERMINATION OF AGREEMENT

Contractor may terminate this Agreement at any time either verbally or in writing. If Contractor or Subcontractor terminates this Agreement, a new Agreement will be signed by both parties before provision of any further services to 'CONTRACTOR.' Termination of this Agreement will not affect Subcontractor right to payment provided that Subcontractor fully complies with the requirements, duties, & obligations of Subcontractor set forth herein. Subcontractor may not terminate the Agreement while engaged in the performance of work on a particular Contractor work order. If Subcontractor decides not to accept a request for services pursuant to a work order, Subcontractor must advise Contractor within 12 hours of receipt of work order otherwise Subcontractor will be responsible for all work related to work order sent to 'The Subcontractor.'

INDEMNIFICATION AND ARBITRATION

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively.

Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorney's fees, arising from or in any way connected with the work performed, materials furnished, or services provided to Contractor during the term of this Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

WARRANTY

Subcontractor warrants its work for a period of 1 year against all defects in materials or workmanship.

MISCELLANIOUS

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

This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

This Agreement is governed by the laws of the State of Michigan. Any amendment(s) must be given in writing.

SUBCONTRACTOR

CONTRACTOR

Signature: _____
Printed: _____
Company: _____
Title: _____
Date: _____

Signature: _____
Printed: _____
Company: _____
Title: _____
Date: _____