



SUBCONTRACTOR AGREEMENT

This Agreement entered into by _____, herein referred to as "Subcontractor" whose certified delivery address is _____ in _____, Arizona, _____ and PLATINUM COMPANIES, INC., of P.O. Box 25157, Scottsdale, AZ 85255.

In consideration of goods, services and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subcontractor and PLATINUM COMPANIES, INC covenant and agree that all work, herein referred to as the "Work", performed by the Subcontractor at the request of PLATINUM COMPANIES, INC shall be governed by and performed in strict compliance with the following terms and conditions:

1. Platinum Companies, Inc shall issue from time to time instruction, in writing, ("Purchase Order"), covering Work to be performed at each specific site ("Job Location"). Subcontractor shall have no authority to commence Work at any Job Location until it has received the Purchase Order for that specific Job Location. If the Work at the Job Location is not started within a reasonable time from the date specified In the Purchase Order, the Purchase Order concerned shall become null and void and Subcontractor must obtain a replacement Purchase Order before commencing the Work. All Purchase Orders under this Agreement are non- transferable, non-assignable, and Subcontractor shall not subcontract all or part of the Work contemplated by this Agreement without the prior consent of Platinum Companies, Inc.
2. All labor and materials furnished by Subcontractor shall be in accordance with the plans and specifications furnished by Platinum, and Subcontractor shall keep a copy of such plans on each Job Location while the Work is in progress. Subcontractor stipulates to being thoroughly familiar with the plans and specifications as such plans and specifications affect the work and materials contracted for prior to beginning Work. Subcontractor shall supervise and direct the Work to the best of its ability and give it all the attention necessary for proper supervision and direction.
3. Subcontractor shall furnish all equipment, machinery, tools, and labor, and shall furnish and deliver all materials required to be furnished and delivered under the Purchase Order to complete the required Work.
4. Platinum Companies, Inc shall pay to Subcontractor for the Work set forth in the Purchase Order per the "payment Schedule and Procedures" attached hereto as Exhibit B.
5. No claim for payment for extra labor or materials (more than the amount contained in the Purchase Order) of any kind shall be made by the Subcontractor or shall be payable by

Platinum Companies, Inc. unless the same be performed or furnished pursuant to an agreement executed by both Platinum Companies, Inc. and the Subcontractor.

6. No payments shall be due under this Agreement until the following conditions are met: (i) Platinum Companies, Inc certifies specifically that all Work performed under a particular Purchase Order has been completed satisfactorily, (ii) Subcontractor delivers a full and complete release of all liens for materials and labor furnished in connection with the Work that is the subject of the particular Purchase Order, and (iii) Subcontractor furnishes current insurance certificates for Workers' Compensation, General Liability, Auto, and Umbrella Liability coverage (see attached Exhibit A). At least two weeks prior to the expiration, cancellation or termination of any policy required by this agreement, Subcontractor must give to Contractor new and replacement certificates of insurance and additional insured endorsements.
7. Subcontractor shall comply fully with all rules, regulations and restrictive covenants governing the subdivision in which the Work is performed, including, but not limited to, rules, regulations and restrictions pertaining to (i) established hours and/or days that Work may be performed, (ii) governing storage of materials on the Job Location, and (iii) regulating trash pick-up and waste collection at the Job Location. Any fines levied by municipality or association for non-compliance to applicable standards shall be paid by Subcontractor or deducted from payment by Platinum Companies, Inc.
8. Subcontractor shall continually perform in a professional manner the Work prescribed under this Agreement and any Purchase Order, and at a pace consistent with Platinum Companies, Inc. completion schedule. In the event Subcontractor shall not substantially so perform in a continuous manner and if Subcontractor shall fail to do so for three (3) days after written notice from Platinum Companies, Inc, then Platinum Companies, Inc. shall have the right to terminate the service of the Subcontractor and replace the Subcontractor on the Job Location.
9. Subcontractor shall clean the Job Location dally. Upon completion of each stage covered by a Purchase Order, Subcontractor must remove all of Subcontractor's materials, and if materials are furnished by Platinum Companies, Inc., Subcontractor shall move all usable materials designated by Platinum Companies, Inc. to a location designated by Platinum Companies, Inc. All clean-up refuse shall be placed in receptacles or locations provided or designated by Platinum Companies, Inc. In the event the Subcontractor does not perform this clean-up operation to Platinum Companies, Inc. satisfaction, Platinum Companies, Inc. may, after seventy-two (72) hours written notice to the Subcontractor, perform the clean-up operations and charge the Subcontractor with the costs thereof, plus ten (10%) percent and deduct the same from the payments due the Subcontractor.
10. Subcontractor, in performance of the Work covered hereby, is an independent contractor and shall have the sole discretion in the control and performance of the Work, save and except that the Work must be performed in accordance with the plans and specifications as provided by Platinum Companies, Inc. This Agreement is a lump sum contract. Subcontractor shall be solely responsible for withholding taxes, social security taxes, and state unemployment taxes of Subcontractor's employees.
11. Subcontractor shall provide a Certificate of Insurance prior to starting work. Platinum Companies, Inc. shall be added as Additional Insured on each subcontractor GL Policy, verified by a Certificate of Insurance and receipt of the Additional Insured form. Limits on the Subcontractor's General Liability for premise/operation and products/completed operations as well as proof of Workers' Compensation Insurance liability limits and specific requirements are

as specified under Exhibit "A" attached hereto and will always have a current certificate of insurance on file with Platinum. The Subcontractor shall bear the cost of the insurance.

12. Subcontractor agrees to defend, indemnify, and hold Platinum Companies, Inc. harmless and, if requested by Platinum Companies, Inc., the Owner, their consultants, agents and employees of any of them, from and against any and all claims, suits, losses and liability, including attorneys' fees and litigation expenses, for or on account of injury to or death of persons, including Subcontractor's employees, Subcontractor's subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, but only to the extent caused, in whole or in part, by any negligent act or omission of Subcontractor, its employees or agents, whether, but not to the extent, caused in part by a party indemnified hereunder.

Subcontractor's indemnification and defense obligations hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force and shall continue until it is finally passed on judicially that all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

13. Subcontractor warrants all labor performed and materials furnished shall be free of defect for a period of two (2) years from the date Platinum Companies, Inc. conveys title to Purchaser. If the Subcontractor fails to make timely repairs, Platinum may elect to have the repair work performed by its employees or another contractor and the Subcontractor will reimburse Platinum Companies, Inc. for all costs and expenses incurred for such repairs. To that end, when an inadequate or defective substrate, surface, or underlying basis for your work and workmanship is present prior to installation of material or work to be performed, Platinum Companies should be notified in writing that a specific condition exists that is unacceptable for your work to continue
14. Subcontractor shall furnish all warranties and/or guaranties by manufacturers on appliances and equipment.
15. Subcontractor acknowledges that Platinum Companies, Inc. reserves the right to employ other contractors to perform its work at each Job Location and that this Agreement does not provide the Subcontractor an exclusive right to perform similar work for Platinum Companies, Inc.
16. Subcontractor acknowledges and represents that he has made or will make an on-site inspection of the premises and the work area to be familiar with all conditions which may affect the safety and health of its employees as well as those of its subcontractors. Subcontractor and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance with all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by Platinum Companies, Inc. Contractor reserves the right, but not the obligation, to inspect the safety work performance of Subcontractors to ascertain their compliance with these applicable safety provisions. Notwithstanding the foregoing, Subcontractor, as an independent contractor, is solely responsible for controlling the manner and means by which it performs the work pursuant to this agreement. Unless otherwise agreed to by the parties in writing, Subcontractor shall provide all safety equipment, materials, tools, and personal protection equipment necessary to perform the Work in a safe, healthful, and workmanlike manner. Subcontractor shall immediately report to Platinum Companies, Inc. all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work or which cause any injury to a third party or which causes damage to the property of the Owner, Platinum Companies, Inc. or a third party. Subcontractor shall promptly furnish to Platinum Companies, Inc. copies of any worker's compensation report of injury or illness forms filed by

any of its employees or those of its subcontractors, and when requested, assist Platinum Companies, Inc. in any investigation it may conduct of any such accident, injury, or illness.

17. Platinum Companies, Inc. and Subcontractor hereby agree that any controversy or claim or matters in question arising out of or relating to (i) this Agreement or any Purchase Orders, (ii) any breach thereof, (iii) the transactions reflected in this Agreement, (iv) the performance of the Work which is the subject of this Agreement, or (v) any representations or warranties, express or implied, relating to the Work, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction.

18. Platinum Companies, Inc. or Subcontractor shall pay all reasonable attorneys' fees and costs incurred by the prevailing party: in enforcing the terms and provisions of this Agreement or any Purchase Orders, or in defending any proceeding to which Platinum Companies, Inc. or Subcontractor is made a party because of the acts or omissions of the other party.

19. AJJ notices, if any, required to be furnished hereunder shall be by personal delivery or, if mailed, by certified mail, return receipt requested, to the addresses of the parties specified herein, and shall be deemed served and effective when deposited into the United States mail postage paid.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement on this _____ day of

_____, _____.

PLATINUM COMPANIES, INC.

By: Stephanie Fox

Its: President

(Subcontractor)

By: _____

Its: _____

Subcontractor Insurance Questionnaire

Subcontractor General and Excess Liability Insurance Coverage Supplemental Checklist and Certification.

Subcontractor Name _____

Date Certificate Issued _____

Please have your insurance representative mark this form as a supplement to the Acord certificated as to coverage for the exposure listed.

General Liability Insurance

Insurance carrier is an admitted carrier? Yes No

Coverage does include:	Yes	No
1. A Per Project Aggregate	<input type="checkbox"/>	<input type="checkbox"/>
2. The General Contractor and its Owner/Client as Additional Insured (CG 20 10 07/04)	<input type="checkbox"/>	<input type="checkbox"/>
3. The General Contractor and its Owner/Client as Additional Insured for Completed Operations (CG 20 37)	<input type="checkbox"/>	<input type="checkbox"/>
4. Primary and Non-Contributory wording	<input type="checkbox"/>	<input type="checkbox"/>
5. A Subrogation Waiver	<input type="checkbox"/>	<input type="checkbox"/>
6. Defense Costs outside of policy limits	<input type="checkbox"/>	<input type="checkbox"/>
7. Mold	<input type="checkbox"/>	<input type="checkbox"/>
8. EIFS	<input type="checkbox"/>	<input type="checkbox"/>
9. Subsidence	<input type="checkbox"/>	<input type="checkbox"/>
10. Punitive Damages	<input type="checkbox"/>	<input type="checkbox"/>
11. Water Intrusion	<input type="checkbox"/>	<input type="checkbox"/>
12. Blanket Contractual Liability	<input type="checkbox"/>	<input type="checkbox"/>
13. Multi-Residential Exclusion:		
Single Family / Tract Homes	<input type="checkbox"/>	<input type="checkbox"/>
Apartments	<input type="checkbox"/>	<input type="checkbox"/>
Condos	<input type="checkbox"/>	<input type="checkbox"/>
Townhouses	<input type="checkbox"/>	<input type="checkbox"/>
Dormitories	<input type="checkbox"/>	<input type="checkbox"/>
Assisted Living	<input type="checkbox"/>	<input type="checkbox"/>
Nursing Homes	<input type="checkbox"/>	<input type="checkbox"/>
Hotels	<input type="checkbox"/>	<input type="checkbox"/>
14. Prior Work Exclusion	<input type="checkbox"/>	<input type="checkbox"/>
15. Construction Defect Exclusion	<input type="checkbox"/>	<input type="checkbox"/>
16. Montrose/ Know and Continuous Loss Exclusion	<input type="checkbox"/>	<input type="checkbox"/>
17. Action Over Exclusion	<input type="checkbox"/>	<input type="checkbox"/>

Umbrella (Excess) Liability Insurance

Coverage Does Include:	Yes	No
Your policy is "Following Form" to the insured General Liability Policy (meaning no additional exclusions that aren't on the CGL policy).	<input type="checkbox"/>	<input type="checkbox"/>

Insurance Company _____ Phone Number _____

Insurance Company Agent Signature _____ Date _____

Subcontractor Company Officer _____ Phone Number _____

EXHIBIT "A"

INSURANCE REQUIREMENTS

MINIMUM SCOPE AND LIMITES OF INSURANCE

Subcontractor shall provide coverage with limits of liability not less than those stated below.
Insurance carrier must maintain an A.M. Best rating of "A-" or better.

Commercial General Liability-Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products Completed Operations Aggregate | \$2,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |
| • Blanket Contractual Liability-written or oral | \$1,000,000 |

The policy shall be endorsed to include the following additional insured language:

"Platinum Companies, Inc. shall be named as an additional Insured with respect to General Liability (form(s) must be a blanket endorsement(s) equivalent of CG2010 0704 AND CG2037 0704) arising out of the activities performed by, or on behalf of the subcontractor. All rights of subrogation against Platinum Companies, Inc. its directors, officers, employees, and agents is waived where permitted by law for the General Liability and Workers Compensation. Coverage shall be primary and non-contributory. No exclusionary language or limitations relating to new residential or commercial construction."

The Policy/Certificate shall provide a **waiver of subrogation** in favor of Platinum Companies, Inc. for losses arising from work performed by the subcontractor.

Automobile Liability

Bodily Injury and Property Damage for any owned, hired and/or non-owned vehicles used in the performance of this contract.

- | | |
|-------------------------|-------------|
| • Combined Single Limit | \$1,000,000 |
|-------------------------|-------------|

Policy shall contain a waiver of subrogation in favor of **Platinum Companies, Inc.** for losses arising from work performed by the subcontractor AND **Platinum Companies, Inc.** named as additional insured.

Umbrella Liability

Bodily Injury and Property Damage and personal and advertising injury with, the same terms and conditions as the policies previously mentioned.

- | | |
|-------------------------|-------------|
| • Combined Single Limit | \$1,000,000 |
|-------------------------|-------------|

Workers' Compensation and Employers' Liability

- | | |
|-------------------------|-------------|
| • Workers Compensation | Statutory |
| • Employers Liability | \$1,000,000 |
| • Each Accident | \$1,000,000 |
| • Disease-each employee | \$1,000,000 |
| • Disease-Policy Limit | \$1,000,000 |

Policy shall contain a waiver of subrogation in favor of **Platinum Companies, Inc.** for losses arising from work performed by the subcontractor.

Please have your insurance representative mark the attached SUBCONTRACTOR INSURANCE QUESTIONNAIRE as a supplement to the Acord certificated as to coverage for the exposure listed

All certificates of Insurance must be updated annually on renewal of policy.

EXHIBIT "B"

PAYMENT SCHEDULE AND PROCEDURES

Platinum Companies, Inc. payment schedule and procedures are as follows:

- **Subcontractor must submit invoices for payment to Platinum Companies by fax, US mail, hand delivery, or email. Invoices submitted by email MUST be sent to the Controller ijdeanda@platinumcompanies.com).**
- ALL invoices MUST reference a purchase order number to be processed for payment
*Any invoice received without a purchase order cannot be processed.
Platinum Companies does not authorize any work performed without a purchase order.*
- **Invoices will be accepted only after work is completed.**
- **All invoices must be accepted and approved prior to issuing payment**
"Accepted and approved" includes having all current insurance certificates (with limits per subcontractor agreement) and signed contracts, and other required documentation in our office prior to any release of payment.

Payments are made on the 10th and 25th of the month

The payment of vendor invoices is determined by the date the invoice has been received. Invoices received by the 10th of a month are paid on the 10th of the following month. Invoices received after the 10th of a month but by the 25th, are paid on the 25th of the following month. Invoices received after the 25th of a month will be paid the 10th of the second month following.

Example – Invoices Received for Payment

Month 1	Month 2	Month 3
1 st through 10 th	Paid on 10 th of month	
11 th through 25 th	Paid on 25 th of month	
26 th through End		Paid on 10 th of month

- **Proposed work more than approved purchase must be submitted as a revised purchase order or change order, and must be approved prior to work being done and submitted to Platinum Companies for payment**
- **When checks are ready to be released, an email will be sent from the accounting office with a lien waiver attached.**
Checks will be mailed/released upon receipt of the signed lien waiver.