



CBC1258647

**Subcontractor
Agreement
Version 2017 V 1.0**

Nadeau-Stout Custom Homes, LLC
Attn: Lorraine Stout
3250 S.E. 58th Avenue, Suite 1
Ocala, FL 34480
352/387-1597 Office
352/369-7329 Fax

For Office Use Only

Vendor Name: _____
Received By: _____
Date Received: _____
Type of Work / Supplies _____

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Welcome to Nadeau-Stout Custom Homes, LLC

Dear Subcontractor:

We are pleased to have you join the Nadeau-Stout Custom Homes, LLC list of authorized subcontractors. We are extremely fortunate to have an excellent group of subcontractors with whom we work, and we look forward to adding you to our file. If we can be of help at any time, please don't hesitate to contact us.

Although telephones are an excellent way of communicating, we prefer email if at all possible. It's always easier to have jobsite changes in writing when the need arises to refer back to an earlier change. **Please include job identification; i.e., Smith Job, in email subject line.**

Be sure to read and initial all parts of this vendor packet. If you have any questions, please don't hesitate to call or email

PRIMARY CONTACTS OF OUR CORPORATE TEAM

Andre Nadeau

Field Related Items
Scheduling
Job Site Supervision
Email: andre@nshomes.us
Cell: 352/817-4181

Rusty Stout

Office Administration
Estimating
Design
Contracts
Email: rusty@nshomes.us
Cell: 352/266-4727

Norma Sutton

Bookkeeping
Office: 352/387-1597
Fax: 352/369-7329
Email: norma@nshomes.us

Lorraine Stout

Permitting
Estimating Initiation
Office/Clerical
Office: 352/387-1597
Fax: 352/369-7329
Email: lorraine@nshomes.us

Vital Information Form

Business Name: _____

Email: _____

Street Address: _____

City, State, Zip: _____

Mailing Address: _____

City, State, Zip: _____

Phone # (s): _____ Fax #: _____ Mobile #: _____

Owner's Name: _____ Title: _____

Owner's Phone # (s) _____

Owner's Email (If different from above email): _____

If your business is not a corporation, please submit names, addresses, and social security numbers of owners (or Federal ID number of company).

Key Employees:

Name: _____ Phone: _____

Email: _____

Name: _____ Phone: _____

Email: _____

Emergency Contact:

Name: _____ Phone: _____

Accepted By:

Date: _____

Authorized Representative

Federal ID # or Social Security #

License #

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Subcontractor Agreement

1. Acceptance

Subcontractor's acceptance of this Subcontractor Agreement (Agreement) is expressly contingent upon Subcontractor's acceptance of the terms and conditions set forth herein. Any additional or different terms suggested by subcontractor are rejected unless expressly consented to in writing by Nadeau-Stout Custom Homes, LLC. ("Contractor") Upon acceptance by Subcontractor, this Agreement shall constitute a valid and binding contract which shall be governed, construed and subject to the laws of Florida.

2. Parties Relationship

Subcontractor is an independent contractor and shall provide all labor, materials, equipment, supplies, accessories, transportation, and services necessary for the completion of all work specified in issued purchase orders for work by Contractor in the construction of residential custom homes. This Agreement shall be interpreted so as to require Subcontractor to comply with each and every requirement contained or referred to in this agreement.

This Agreement shall be considered applicable over multiple projects in which Contractor and Subcontractor or supplier are engaged. Commencement of each project/task will be initiated with a Purchase Order issued by Contractor. No part of this Agreement shall be construed as guarantee of work until Purchase Order is issued by Contractor to Subcontractor or supplier.

Subcontractor agrees that he/she is not an employee of Contractor but rather an independent contractor and meets the requirements of Section 440.02 of the Florida Statutes as indicated below:

- a. That Subcontractor maintains a separate business with his/her own work facility, truck, equipment, tools and materials or similar accommodations
- b. That Subcontractor holds or has applied for a federal employer ID number, or is a sole proprietor and not required to obtain such a number;
- c. That Subcontractor performs or agrees to perform specific services for specific amounts of money and controls the means of performing these services or work;
- d. That Subcontractor incurs the principle expenses related to the services or work that is performed or agrees to perform;
- e. That Subcontractor is solely responsible for the satisfactory completion of work or services that are performed and agree to perform and could be held liable for a failure to complete the work or services;
- f. That Subcontractor receives compensation for work or services performed either for a commission or on a per-job competitive bid basis and not on any other basis;
- g. That Subcontractor may realize a profit or suffer loss in connection with performing work or services;
- h. That Subcontractor has continuing or recurring business liabilities or obligations, and
- i. The success or failure of Subcontractor's business depends on the relationship of his/her business receipts and expenditures.

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All work by the Subcontractor on any Contractor's project prior to closing shall be handled through Contractor. Therefore, Subcontractors shall not perform work directly for the homebuyer prior to closing unless agreed to by Contractor. The Subcontractor shall not subcontract any work without prior approval of Contractor. If the work is subcontracted, then the Subcontractor shall remain bound by all terms and conditions of this Agreement. The Subcontractors of the Subcontractor shall also be bound by all such terms and conditions of this Agreement.

3. Subcontractor Purchase Order/Payment Policy

First and foremost, Nadeau-Stout Custom Homes, LLC will do everything possible to insure timely payments to all our Subcontractors and material suppliers. We value our relationship with you and strive to earn your respect by conducting our business in a fair and equitable manner.

However, in order to help us expedite payments and avoid misunderstandings, we will need your cooperation. Please read the following guidelines and ask us to clarify any item that is not completely understood. Your continuing assistance is greatly appreciated. The Subcontractor payment policy is as follows:

- a. **Before beginning work on any job,** all Subcontractors must obtain a purchase order including the description and price of the work to be completed. No Subcontractor or material supplier is authorized to begin work or deliver materials without previously obtaining a purchase order.
- b. Any discrepancy between your price and the purchase order price **must be resolved before the work is started.**
- c. Contractor will email or fax purchase orders to Subcontractors. Purchase orders can also be picked up from the Contractor's office located at 3250 S.E. 58th Avenue, Suite 1, Ocala, Florida 34480 during normal business hours. **The Subcontractor is responsible for obtaining a purchase order before beginning work on any job.**
- d. Any changes on a job affecting a previously issued purchase order **must** have an updated purchase order issued identifying the new work description and the price of additional work. **In order to be paid for any additional work, a purchase order must be issued.**
- e. Purchase orders issued by Contractor are **deemed accepted** by vendor **upon receipt** of the purchase order. It is the vendor's responsibility to deny or refuse the purchase order within seven (7) days of issue.
- f. It is the responsibility of the Subcontractor to reference the appropriate purchase order number when submitting an invoice. Failure to reference the correct purchase order number could result in a delay of payment.
- g. Payments will only be made for the amount indicated on the purchase order. Unauthorized work will not be paid. Under no circumstances shall Subcontractor agree to do additional work or make changes to already agreed-upon work directly for the homeowner. Subcontractor will notify Contractor if approached by homeowner.
- h. Subcontractor will notify Contractor in writing if hiring any sub-subcontractor or if they are purchasing any materials from a supplier for a job.

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4. Back Charges

The Subcontractor agrees to pay back charges for any special services, equipment, cleanup, or any cutting, patching, and repairs made necessary by the omissions, mistakes, accidents, or negligence of the Subcontractor. Commensurate with the urgency, nature, and scope of the back charge, Contractor shall give the Subcontractor advance notice of the intended back charge, but such advance notice shall not be a prerequisite for making such back charge against the Subcontractor.

If there is a back charge to Contractor by one Subcontractor for damages due to poor workmanship and/or materials of another Subcontractor, any such back charges shall be paid by the Subcontractor causing the damage. Said back charge may include any consequential damages. Contractor will be responsible for payments to and back charges against Subcontractors involved and review back charges for fairness.

In the event Contractor needs to complete the work using another Subcontractor, all back charges plus any and all legal fees will be charges to the original Subcontractor. Upon completion of the work, all held payments will be released, less costs to complete the work the Subcontractor failed to perform.

Failed inspections will be back charged at the county or city rate per inspection if due to a mistake made by the Subcontractor. This amount may be deducted from an invoice submitted to Nadeau-Stout Custom Homes, LLC for payment or billed directly to the Subcontractor.

Contractor reserves the right to withhold compensation from other jobs being completed by Subcontractor if needed to satisfy previous outstanding invoices, including warranty-related items.

5. Payment Schedule

Contractor operates on a bi-weekly payment schedule. Contractor will pay all approved invoices on every other consecutive Friday. Invoices must be turned in by Wednesday of the previous week. For example, all invoices turned in by Wednesday that meet the payment requirements will be paid out 7 working days later (this excludes Saturday and Sunday).

Contractor will not grant payment greater than its purchase order under any circumstances. Please resolve any problems with the purchase order **BEFORE** doing any work and invoice submission. Contact our office immediately upon receiving the purchase order to resolve any problems.

Subcontractor agrees that if Subcontractor fails to satisfy the requirements of this agreement, including without limitation obtaining the insurance coverage required herein, all work performed shall be at Subcontractor’s own expense and risk, without right of recovery against Contractor. Such remedies shall be in addition to any other rights or remedies Contractor may have in law or equity.

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Please give us a list of employees who are authorized to pick up checks for your business.

Name Title

Name Title

6. Liens

Subcontractor shall release any and all liens and claims, statutory or otherwise, which now exist or hereafter arise, because of any and all labor, materials, and equipment furnished by or through Subcontractor in connection with this Agreement as required by law. Subcontractor shall furnish, if requested by Contractor, all other necessary lien waivers, affidavits, or other documents, in form satisfactory to Contractor, required to enforce and maintain this waiver and release and/or to keep property free from any and all liens or claims for liens arising out of labor, materials, or equipment furnished under this Agreement.

Lien Release Forms Process

- a. Conditional Waiver and Release of Lien forms for both partial and final payments will be issued to Subcontractors at the same time payments are made to Subcontractors.
- b. Lien release forms must be signed by an officer of the Subcontractor’s business in the presence of a Notary Public as payments are released. Contractor has notaries on staff.

7. Performance Standards

- a. **Warranty.** Subcontractor warrants his or her work against all deficiencies and defects in materials and/or workmanship. Unless otherwise specified, all materials and equipment furnished shall be new. Substitutions not properly approved or authorized and unauthorized deviations from plans, specifications, manufacturer’s installation instructions, or building codes shall be deemed to be defects in workmanship covered by this warranty, whether or not there shall be actual resulting damage. The Subcontractor agrees to repair or replace at his or her own expense and pay any damages resulting from any defect in materials or workmanship that appear within one (1) year from date of occupancy by the owner.
- b. **Cleanliness.** We require all Subcontractors to maintain a clean job site. Any scrap materials or other waste (including lunch/drink containers/wrappers) must be placed in dumpsters provided on the job sites and the work area broom swept. **A back charge of a minimum of \$50 will be deducted from the pay of any Subcontractor whose employees fail to clean up after themselves.**
- c. **Job Site Security.** It is the responsibility of Subcontractors to lock the house before leaving. This includes shutting and locking all windows and doors.
- d. **Job Site Behavior.** No excessive loud music, alcohol, drugs and/or foul language will be accepted on the job site. It goes without saying – be courteous.

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e. **Plans.**

1. All Subcontractors and tradespersons shall **NOT** use bidding plans for construction. If your plan is not stamped in red "Approved for Construction as of (date) by an Authorized Contractor Representative", you are not to use them for construction. Contact the Contractor's office to obtain a new set that has been approved. If errors in craftsmanship of your product are a result of working from a bid plan or unapproved plan, Contractor will not accept expenses associated with correcting the error. It is your responsibility to correct the error.
2. Subcontractors are not to remove County stamped plans from the permit box. Penalty for doing so is **\$100.00** fine. Plans in the box are for the city or county inspectors use only.

8. Taxes and Compliance with Laws

The Subcontractor understands and agrees that he or she is an independent contractor and that he or she shall be responsible for and shall pay any and all taxes, contributions, fees, and similar expenses imposed directly or indirectly for his or her work, labor, material, and services required by or relating to this contract. The Subcontractor shall, at his or her own expense, apply for and obtain all necessary permits and conform strictly to the laws, ordinances, and regulations applicable in the locality in which the work is performed.

Subcontractor agrees to:

- a. comply with all applicable federal, state, or local laws, ordinances, orders, regulations, and directives in any manner relating to goods and services supplied under this agreement, including by way of illustration and not limitation, Magnuson Moss, Civil Rights, Equal Employment Opportunities, Non-Discrimination in Employment, Wages and Hours, Overtime Pay, Anti-Kickback, Withholding Taxes, Davis-Bacon, Buy American Acts, howsoever said laws, orders, and directives may be labeled or designated from time to time,
- b. comply with all requirements regarding the maintenance, preservation, and inspection of records and reports pertaining thereto, and (c) require compliance with all the above by all suppliers and Subcontractors with whom Subcontractor may contract for anything relating to any portion of the Work.

9. Indemnity

Contractor shall not be liable for any loss or casualty incurred or caused by the Subcontractor's work. The Subcontractor agrees to indemnify and shall hold Contractor, and its agents and employees, harmless from any and all liability, claims, losses, cost of repairs and/or relocation, consequential and punitive damages, fines, penalties, taxes, assessments and expenses, including court costs and attorney's fees, that may arise out of the Subcontractor's performance of work under this contract. This shall include, but not be limited to, claims of any person, entity, or governmental authority for property damage, loss of use, loss of profits, bodily injury, illness, mental anguish, death, and claims that shall include any fines, assessments, or penalties for code violations, OSHA violations, environmental regulation violations, unemployment or workers' compensation insurance premium assessments,

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and/or the violation of any other local, state, or federal law or regulation that relates to the performance or performance failure of the Subcontractor or the Subcontractor's supplies, employees, and agents.

10. Insurance

It is the policy of Contractor to use only properly insured Subcontractors.

The Subcontractor shall procure and maintain the following insurance coverages with an insurance carrier rated A- or better by A.M. Best and authorized to do business in the State of Florida.

- a. Comprehensive Commercial General Liability including Contractors' Protective Liability and Contractual Liability insurance with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury.
- b. Comprehensive Automobile Liability insurance with minimum limits of \$5,000,000 combined single limit each accident, including bodily injury and property damage liability.
- c. Workers' Compensation insurance in the Subcontractor's business name including Occupational Disease as required by the State of Florida. Workers' Compensation coverage shall be \$1 million, \$1 million, and \$1 million.
- d. Employer's Liability insurance covering Subcontractor's employees directly or indirectly engaged in the performance of the agreement with minimum limits of \$500,000.
- e. At Contractor's request/option, Professional Liability insurance covering each consultant or independent contractor providing professional services to Subcontractor with minimum limits of \$1,000,000 each claim.
- f. At Contractor's request/option, Subcontractor shall furnish separate payment and performance bonds in amount and form with a corporate surety thereon satisfactory to Contractor and made payable to Contractor.

Subcontractor shall obtain, before commencement, and shall maintain until final acceptance of the work, such insurance as will protect the Subcontractor's and the Indemnified Parties for claims arising out of or resulting from Subcontractor's work or operations under this agreement, whether such operations are performed by Subcontractor or by a sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts may be liable. **THE SUBCONTRACTOR SHALL PROCURE AND MAINTAIN ALL SUCH INSURANCE ON A PRIMARY, NON-CONTRIBUTORY BASIS.** With respect to each of the insurance coverages specified hereunder, Contractor's insurance shall be excess to Subcontractor's insurance.

All of the coverages specified in this section entitled Insurance shall name Contractor and, upon request, any other Indemnified Parties as additional insured.

- a. Such coverage shall be evidenced by Additional Insured Endorsement Form B (ISO CG 20 10 10 93) or an equivalent form which extends additional insured coverage to Nadeau-Stout Custom Homes, LLC for liabilities arising out of Subcontractor's work.

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- b. The Subcontractor's general liability insurance shall include Products – Completed Operations coverage for the work performed hereunder with the same limits of liability as required for commercial general liability coverage.
- c. Not less than five (5) days prior to commencement of the work and until final acceptance of the work, Subcontractor shall provide Contractor with a certificate of insurance evidencing such coverage.
- d. The insurance coverage required shall be of sufficient scope and duration to ensure coverage of the Subcontractor and Contractor for liability related to any claims arising prior to expiration of the applicable statutes of limitation and/or repose related to Subcontractor's work.

The Subcontractor's failure to obtain any of the coverages specified herein shall not negate or abridge Subcontractor's obligation to procure insurance for its contractual liability to Contractor.

If insurance expires during performance of work, payment for Subcontractor's work will not be issued until Contractor receives a current copy of Subcontractor's insurance. It is the Subcontractor's responsibility to ensure that Contractor will receive updated insurance certificates in a timely manner.

Subcontractor shall provide Contractor thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that the insurer will provide Contractor thirty (30) days prior written notice of a change or cancellation in coverage.

Cancellation, termination, or unauthorized modification of insurance shall constitute grounds for Contractor to order the Subcontractor to stop work, and at the option of Contractor may also constitute grounds for cancellation of the Subcontractor's agreement.

Subcontractor has fully informed Contractor of the status of Subcontractor's workers' compensation insurance policy or exemption status and has fully disclosed the status of all officers and employees of Subcontractor's business, if any, and has fully provided for their exemption of coverage under Florida's Workers' Compensation Laws.

The contractual liability and general liability will warrant the work product of the Subcontractor, NOT withstanding the acceptance by and payment of the agreement by Contractor to the Subcontractor. In addition, if the Subcontractor's general liability policy refuses to pay and is not compelled to by a court having jurisdiction, then the Subcontractor will make whole Contractor for cost associated with correcting the work as agreed in the purchase order, plans, and specs.

11. Termination/Expiration

In the event the Subcontractor should at any time fail to perform the work with competence, promptness, or diligence, Nadeau-Stout Custom Homes, LLC shall have the right to terminate this agreement for cause after five (5) days' notice to the Subcontractor (unless within said five (5) day period the Subcontractor begins to remedy such failure). Upon termination, Nadeau-Stout Custom Homes, LLC shall have the right to take over and to remove or repair any defective work, to complete unfinished work, and to hire any additional Subcontractors for the purpose of these

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tasks. Said terminated Subcontractor shall be responsible for all costs of removal, repair, and/or completion and indemnify Contractor for any and all costs and expenses incurred in that regard. Contractor may retain any and all amounts due to the terminated Subcontractor and may apply such amounts to the cost of removal, repair, and/or completion. Any excess due over and above the above-described costs and expenses will be paid to the terminated Subcontractor after final completion of the defective or uncompleted work.

Further, Contractor reserves the right to terminate this agreement without cause at any time prior to its completion by notifying Subcontractor in writing of its intent to so terminate. Upon such termination, Contractor shall pay Subcontractor, in full satisfaction under this agreement, all labor and expense incurred by Subcontractor in fulfilling this agreement to the earlier of the date of receipt of such written notice, or three (3) days after Contractor mails such notice. The parties agree that such amount shall also be deemed to fully compensate Subcontractor for any damages resulting from Contractor's termination of this agreement, including without limitation anticipated profits on work not yet performed. However, Contractor shall have no obligation to pay for work that materially deviates from the terms of this agreement, in kind or quality.

12. Assignment

Subcontractor shall not assign or transfer this agreement, or any part of this agreement, or any amount due and payable or to become due and payable hereunder, without the written consent of Contractor, and any such assignment or transfer without such written consent shall be null and void. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, administrators, executors and legal representatives, provided that nothing contained in this paragraph shall be construed so as to authorize Subcontractor to make any assignment or transfer prohibited in this agreement.

13. Leased Employees

Contractor prefers that Subcontractors not use leased employees.

However, if the Subcontractor uses leased employees, the Subcontractor must obtain a copy of the leasing company's work comp certification, covering all leased employees. A copy needs to be forwarded to Contractor and a list of the names of all leased employees must be sent to Contractor monthly while working on one of Contractor's projects.

14. Minor Employees

It is against Contractor's policy to allow minor employees (those under the age of 18) of the Subcontractor to work on any Contractor jobsite.

15. OSHA-Approved Safety Program

Contractor requires Subcontractors to incorporate a safety program for all employees. It is also the Subcontractor's responsibility to assume full responsibility for medical costs and rehabilitation if an employee is injured on the job.

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In the course of its work, Contractor shall initiate, maintain, and supervise all safety precautions and programs against injury to persons and property. Contractor shall provide safe working conditions for its employees, other employees, and other persons and entities on the site.

In furtherance thereof, Contractor shall give all notices and comply with all applicable federal, state, and local laws bearing on the safety of persons or property or their protection from damage, injury, or loss on or about the premises where the work is being performed.

Establishment of a safety program by Contractor shall not relieve the Subcontractor from its safety responsibilities. The Subcontractor shall indemnify Contractor for any fines or penalties imposed upon Contractor to the extent caused by the Subcontractor's failure to comply with applicable safety requirements and for attorneys' fees and costs incurred in defending any citations for noncompliance by the Subcontractor.

The Subcontractor shall take reasonable precautions to protect the safety of, and to prevent damage, injury or loss to persons and property which might be affected by the Subcontractor's work. Subcontractor warrants that all labor, materials, and equipment shall be furnished in full compliance with the requirements of the Occupational Safety and Health Act of 1970, and any other applicable laws whatsoever including all standards and regulations thereunder, and Subcontractor agrees to and shall indemnify, defend, and hold harmless Contractor from and against all liability arising in connection with Subcontractor's violation of any laws, codes, standards, rules, or regulations whatsoever. **Subcontractor shall directly receive and be responsible for all citations, assessments, fines, or penalties that may be incurred by reason of such violation.**

Subcontractors can also log on to www.osha.gov/Publications/osha3252.pdf to download an OSHA Worker Safety Construction pocket guide.

16. Substance Abuse Policy

It is company policy that a Subcontractor and/or Subcontractor's employee found in possession of, using, selling, trading, or offering for sale illegal drugs or alcohol during working hours, will be subject to immediate discharge from a Contractor's worksite.

Substance abuse includes possession, use, purchase or sale of drugs or alcohol on company premises or company worksites (including parking lots). It also includes reporting to work under the influence of drugs or alcohol.

It is also each and every Subcontractor's and/or Subcontractor's employee's personal responsibility to report suspected substance abuse by other workers to their immediate supervisor. Client safety and welfare is of utmost concern along with the welfare of fellow workers.

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17. Severability of Illegal Provisions. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

18. Choice of Law

All claims or disputes under this contract shall be governed by the laws of the State of Florida.

19. Attorneys' Fees.

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party

20. Jury Waiver. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

21. Jurisdiction and Venue. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

22. Amendment. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

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Nadeau-Stout Custom Homes, LLC
3250 S.E. 58th Avenue, Suite 1
Ocala, Florida 34480
Office 352/387-1597 – Cell 352/369-7329

Subcontractor Packet Inception and Renewal Form

Company Name _____

I have read the Subcontractor Information Agreement and understand its contents.

This form shall be reviewed and returned on the anniversary of the Subcontractor's General Liability Insurance renewal. Please sign below that you have read all the terms and conditions contained in the Subcontractors Information Package and agree to accept them as stated therein.

Authorized Signature	Date	Version
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