



Trade Contractor Agreement

Builder Company Name: Atlanta Building Company

Business Address (include city, state, zip): 556 John Jacobs Trail Grayson, GA 30017-7855

Trade Company Name (as it appears on check): _____		
Corporation: _____	Partnership: _____	Sole Proprietorship: _____
Name of Owner, Partner, President: _____		Title: _____
Business Address (include city, state, zip): _____		
Bus. Phone: _____	Home Phone: _____	Pager/Nextel Number: _____
SSN: _____		or Federal Tax ID: _____
INSURANCE CARRIERS:		
Worker's Comp: _____	Policy #: _____	Expiration Date: _____
General Liability: _____	Policy #: _____	Expiration Date: _____
Auto: _____	Policy #: _____	Expiration Date: _____

Atlanta Building Company (hereinafter "Builder") and _____ (hereinafter "Contractor") enter into this agreement (hereinafter "Agreement") on this _____ day of _____, 20____.

- Projects:** The Agreement applies to all projects (hereinafter "Project(s)") for which Contractor hereinafter provides Work to Builder, except for those that are already subject to another agreement between the parties. The term "Project(s)" includes the lot or land on which construction is occurring. The Agreement applies to both Projects being constructed on land owned by another and to Projects being constructed on land owned by Builder. The term "Buyer" refers both to persons buying Projects from Builder and to persons on whose land Builder is constructing Projects.
- Work:** For all Projects, Contractor agrees to provide all materials, labor, tools, equipment, supervision, supplies and other items necessary or required to perform the work that is described in general on the attached Scope of Work and Bid Sheet. The Scope of Work and Bid Sheet, together with any signed and written supplements or modifications thereto for particular Projects, are incorporated into the Agreement, and shall hereinafter be referred to collectively as the "Work."
- Construction Standards:** Contractor commits to the goal of performing the Work according to the highest standards of skill and workmanship and with "zero defects." Contractor agrees to perform all Work in full compliance with or exceeding the requirements of all of the following standards (hereinafter "Construction Standards"): (a) plans, drawings or specifications provided by Builder to Contractor for a particular Project; (b) applicable federal, state, county and municipal codes, regulations, rules and laws; (c) applicable manufacturer specifications, directions and suggested methods; (d) private restrictions and covenants; (e) subdivision or

Contractor initials _____

Builder initials _____



homeowner association rules or regulations; (f) any written warranty provided or to be provided by Builder to Buyer; (g) at least ordinary standards of care under the circumstances; (h) requirements of the Federal Housing Administration or Veterans Administration; and (i) standards set forth in the Scope of Work and Bid Sheet or any supplements or modifications thereto.

4. **General Responsibilities:** In addition to its other responsibilities under this Agreement, Contractor shall have the following responsibilities:
- a. Contractor shall procure and pay for all permits, licenses, and inspections required by any governmental authority for any part of the Work and shall furnish any bonds, security, or deposits required by such authority to permit performance of the Work.
 - b. Contractor shall comply with, and insure the compliance by its employees, subcontractors and agents with, all applicable federal, state and local laws, ordinances, statutes, rules, and regulations, including those relating to wages, hours, fair employment practices, nondiscrimination, immigration and naturalization, occupational safety or health and working conditions. The safety of Contractor's employees, subcontractors and agents, whether or not in common work areas, is the responsibility of Contractor.
 - c. Contractor shall visit each Project before starting the Work to understand conditions relating to such Project, including access restrictions to the Project.
 - d. Contractor shall coordinate the installation of the Work with other interfacing trades in a courteous and professional manner, so as not to interfere with them, delay them or damage their work.
 - e. Contractor shall conduct the Work so as to avoid causing damage to any part of a Project. Contractor shall be responsible for all such damage.
 - f. Contractor shall provide a qualified onsite supervisor whenever the Work is being performed.
 - g. Contractor shall keep Projects clean of dirt, debris, trash, and any waste materials arising from the performance of the Work. Contractor is responsible for placing all trash and any construction debris created as a result of the Work in the area designated by the Builder.
 - h. Contractor shall not remove or damage silt fencing or other erosion control devices.
 - i. Contractor shall keep all vehicles off Projects, including driveways, unless expressly permitted by Builder to drive onto a Project for a limited purpose.
 - j. Contractor shall not use or permit the use by any of its employees, subcontractors, suppliers or agents of alcoholic beverages or controlled substances on or in connection with the Project or the Work.
 - k. Contractor shall not cover any known defect in the Work or in work by someone else, but shall immediately notify Builder of such defect and obtain permission to continue the pertinent aspect of the Work.
 - l. Contractor shall not allow food or smoking inside of a Project.
 - m. Contractor shall not allow shoes to be worn inside of a Project with finished flooring installed.

Contractor initials _____

Builder initials _____



- n. Contractor shall not permit profanity, loud conversations or music, or other behavior likely to disturb others working on a Project or persons living in proximity to a Project.
 - o. Contractor understands that it is not authorized to make changes in the Work at the request of Buyer or other third party without obtaining written direction from the Builder per the Agreement. Any requests for changes should be referred to Builder.
 - p. Contractor understands that it is not authorized to discuss or adjust prices with Buyer. Any such request should be referred to Builder.
 - q. Contractor shall limit its interactions with Buyer or potential buyers and realtors so as to avoid confusion between Builder and these persons and shall refer questions from them to Builder. Contractor shall not offer them advice or opinions.
 - r. Contractor shall immediately inform Builder of any change of its address or telephone numbers set forth above.
 - s. Contractor is fully responsible, in contract and tort, for the performance of the Work that it subcontracts to anyone else.
5. **Timing of Work:** Contractor agrees to perform the Work in a timely manner and in accordance with the requirements of any construction schedule that Builder may from time to time develop and submit to Contractor. Within three (3) calendar days after being notified by Builder, Contractor shall commence actual construction of the Work and shall thereafter diligently continue the Work to completion. If, in the opinion of Builder, Contractor falls behind the construction schedule, Builder shall take steps as may be necessary to accelerate the Work.
6. **Contract Price:** The contract price and payment terms are set forth in the Bid Sheet and shall remain in effect until the parties agree in writing to a new contract price or the Agreement is terminated. The Bid Sheet is attached as part of the Agreement.
7. **Payment Procedures:**
- Applications:** Contractor shall submit signed applications for payment to Builder on a schedule adopted by Builder, which schedule shall allow applications at least every other week. The applications shall include an estimate by Contractor of the percentage of the Work completed. Contractor's submission of an application shall constitute a warranty and representation by Contractor to Builder and Buyer that Contractor has performed that portion of the Work covered by the application in full compliance with the Agreement, and has paid for all labor, materials, supplies, equipment, tools and other items used in performance of the Work, and it has obtained legally binding interim or final lien waivers from all such persons or entities. Builder may require proof of such payment and of such waivers prior to making payment to Contractor. The following individuals are expressly authorized by Contractor to sign applications for payment on behalf of Contractor: _____ . Builder is not required to accept applications signed by anyone else.

If this box is checked, the Contractor shall also be required to submit along with applications a properly executed and legally enforceable Interim Waiver and Release upon Payment form or Unconditional Waiver and Release upon Final Payment form, respectively, as permitted by Georgia law.

Contractor initials _____

Builder initials _____



- a. **Payments:** After reviewing an application, Builder shall pay Contractor the percentage of the Work that Builder determines has, in fact, been completed. Such payments shall be made within _____ days following timely submission of complete and accurate applications. Untimely or inaccurate applications will cause a delay in payment.
8. **Warranty:** Contractor warrants all Work against defects in labor and materials for a period of one year or, if longer, for a period coinciding with Builder's warranty to Buyer on any Project and to any subsequent owner of a Project if Builder's Warranty extends to subsequent owners. Within three (3) working days after being notified of such defect by Builder, Contractor shall remedy, at its own expense, any such defect, unless the defect requires emergency attention, in which case Contractor shall immediately address the defect, and Contractor shall pay any damages to Builder, Buyer or subsequent owner resulting from such defect. If Contractor fails to remedy any such defect, Builder may do so and Contractor shall be liable to Builder for all costs associated with performing such remedy. This warranty shall not limit Contractor's other obligations under the Agreement or law.
9. **Insurance:** Even if not required by law, Contractor shall maintain, on its own and at its own expense, the following insurance coverages: (a) workers compensation insurance; (b) general liability insurance; (c) property damage insurance; and (d) automotive public liability and automotive property damage insurance. The limits and terms of such coverages shall be as set forth on the Certificates of Insurance provided to Builder prior to the execution of the Agreement. Each Certificate of Insurance shall name Builder as certificate holder and shall state that the insurance will not be canceled without thirty (30) days written notice to Builder. The certificate for the general liability policy shall name Builder as an additional insured.
10. **Indemnification:** Contractor agrees to indemnify and hold harmless Builder, as well as its shareholders, directors, officers and employees, from any claims, damages, losses, expenses or fines, including attorney's fees and legal expenses, arising out of or resulting from either a breach of the Agreement or any negligent or intentional act or omission by Contractor or its employees, subcontractors, suppliers or agents other than for bodily injury to persons or damage to property caused by or resulting from the sole negligence of Builder or its agents or employees.
11. **Dispute Resolution:** Except as hereinafter provided, any dispute between Builder and Contractor arising out of or relating to the Agreement shall be resolved by mandatory, binding arbitration in the Atlanta metropolitan area in accordance with the rules of Construction Arbitration Associates, Ltd. in effect at the time of the initiation of the arbitration and the decision of such arbitrator shall be final and enforceable in any court having jurisdiction. However, if Builder is a party in either litigation or arbitration, before the same or a different arbitration entity, involving claims between Builder and any Buyer of a Project that arise out of or relate, in whole or in part, to the Work required by this Agreement or any obligation of Contractor under this Agreement, Contractor agrees that Builder may bring Contractor into such litigation or arbitration as a third or additional party in order to assert claims against Contractor relating to such Work or obligations, including claims for indemnity or contribution. The results of any such arbitration shall be binding and enforceable in a court of competent jurisdiction. This paragraph shall apply to disputes covered by it even if the Agreement is terminated or rescinded.
12. **Independent Contractor Status:** Contractor is an independent contractor of Builder and is not an employee of Builder. Contractor will withhold from its payrolls as required by law or government regulation and shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, worker's compensation, and retirement benefits that may be required by federal or state governments.
13. **Breaches:** Contractor shall be liable to Builder for all damages arising out of or relating to breaches by Contractor under the Agreement. Builder is entitled to deduct such damages from payments otherwise due to Contractor under the Agreement and to pursue Contractor for any additional damages.

Contractor initials _____

Builder initials _____



14. **Termination:** If Contractor breaches the Agreement and fails to cure such breach within three (3) business days following written notice from Builder, Builder may terminate the Agreement completely or may, without terminating the Agreement, terminate Contractor from the Work on particular Projects on which such breach occurred. If Builder terminates the Agreement or terminates Contractor as permitted herein, it shall be entitled, without waiving any other claim against Contractor, to retain so much of any funds that may otherwise be due to Contractor as are necessary to remedy such breach or to complete such work through other means. Either party is free to terminate the Agreement as to future Projects with written notice prior to the commencement of Work on such Projects.

15. **Miscellaneous:**

The agreement does not give exclusive rights to Contractor to work with Builder. Builder may create agreements with other parties in the same trade without affecting the Agreement.

- a. The Agreement shall be governed by and interpreted in accordance with Georgia law.
- b. The Agreement is the entire agreement between the parties and can only be modified or amended in writing.
- c. No representation, promise or inducement not included in the Agreement is relied upon or shall be binding upon either party.
- d. Time is of the essence of the Agreement.
- e. Notices required in the Agreement shall be in writing to the other party at the address of such party set forth above and shall be given in person by overnight delivery service prepaid, by facsimile, or by certified mail, return receipt requested. Such notice shall be deemed given when received at such address.
- f. Each provision of the Agreement is severable from every other provision. If any provision is determined to be unenforceable, the rest of the Agreement shall remain valid and enforceable.
- g. All plans, drawings and specifications provided by Builder to Contractor shall remain the property of Builder.
- h. The term "including," shall mean, including but not limited to the specific item or matter mentioned.

Contractor initials _____

Builder initials _____



16. **Certification:** Contractor certifies that it: (a) has read the Agreement and understands it; (b) has the skills and qualifications necessary to perform the Work in accordance with the Agreement, and to otherwise comply with the Agreement; (c) has all licenses, registrations and similar governmental authorizations necessary to perform the Work and to comply with the Agreement; (d) is familiar with all of the Construction Standards and applicable laws, rules, regulations, codes, documents and other matters mentioned in the Agreement; and (e) has the authority to sign the Agreement. The individual signing on behalf of Contractor represents and certifies that he is authorized to sign this Agreement on behalf of Contractor.

BUILDER COMPANY NAME:

CONTRACTOR COMPANY NAME:
[Full Legal Name]

Atlanta Building Company

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: ____/____/____

Date: ____/____/____

Contractor initials _____

Builder initials _____