



Max Restoration, LLC  
o 480.826.6939  
f 602.391.2010

## **CALLING ALL SUBS!**

AND Those of You who WANT to Become a Subcontractor!

Max Restoration is growing RAPIDLY and we are actively looking for subcontractors AND those who want to become subcontractors. The Max team is known as a “high performing” general contractor and sub-contractor within its unique client base that provides exceptional treatment to its contractors, vendors, and all other team members. Max’s goal is not to be the biggest contractor, but rather to be the BEST.

Collectively, Max Restoration’s client base holds well over 250,000 single family residences in their portfolio and/or flip tens of thousands of homes each year. Max Restoration turns, repairs, or renovates these homes according to their clients’ requirements and the Max Standard. Providing quality service to our clients is the primary focus and it all begins with a great team.

Most projects are on unoccupied homes and range in value from \$2,000.00 to \$40,000.00. The scopes, schedules, and expectations are standard from home to home.

### **Subcontractor Expectations**

Unlike most of its competitors, Max Restoration, LLC, Max Roofing, and all their other divisions operate their business on a specific set of Core Values that ALL team members must adhere to and agree to uphold. The Max Core Values (“MCV”) are the driving force behind Max being regarded amongst the best in the industry. No one should know the difference between an employee, sub-contractor, or vendor on a Max project as everyone is in alignment with one another and operating on the same core principles.

Here are the Max Restoration Core Values:

1. Be the BEST
2. Be Transparent
3. Be Honest
4. Be ONE Team
5. Be Client Focused
6. Be Growth Oriented

Each subcontractor is expected to work in such a way that is in accordance with these Core Values. Failure to comply with the company’s Core Values, policies, or procedures will result in termination of our partnership. Should you, or anyone on your team have any questions about these requirements, contact your Vendor Management Representative.

7942 West Bell Road, #C5-480  
Glendale, Arizona 85308  
Az KB-1 ROC #315291  
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**The Max Restoration Standard (MRS) is identified below:**

1. Do not begin work unless you have a written work order clearly identifying the scope and price for the project. Failure to do so may result in non-payment of your hard work.
2. Perform all the work identified in the applicable work order. For any work added, or deleted, a written change order must be issued and executed with the Max office. If you do not feel comfortable completing any item within the work order, immediately communicate this to the Max office for reassignment.
3. Complete all projects on time and within the allotted schedule. Strive to beat the allotted time schedule with a quality product and excellent service.
4. Maintain the highest scores possible within the client-specific metric scoring program.
5. Utilize nationally negotiated vendors and discount programs to ensure the lowest cost possible.
6. Report on any line items whose unit cost is out of date.
7. Warranty your work in the event a problem arises from defective workmanship.
8. Subcontractors are expected to take both renovations and turns based on total workflow.
9. Clearly and professionally communicate with the client and the Max office.
  10. Work in a professional manner with all other vendors and professionals on the jobsite.

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**The Max Restoration Project “Cleaning Package” Expectation:**

1. Wipe down exterior doors and exterior trim.
2. Clean out all exterior light fixtures to be free of debris and/or spider webs.
3. Broom clean the exterior front entry, back patio and garage.
4. Vacuum, sweep and mop all floors.
5. Clean the exterior of all first level windows, window tracks and slider doors.
6. Clean all air vents.
7. Clean all interior windows (including base, window tracks, sill and trim).
8. Clean all interior sliding glass doors and tracks.
9. Clean all light fixtures and ceiling fans.
10. Clean all doors, door frames and door trim.
11. Clean all switch and outlet cover plates.
12. Clean inside, outside and beneath all appliances.
13. Clean all cabinets and drawers and ensure that they are free of debris and wipe them down including the top of the cabinets.
14. Clean all countertops, sinks and plumbing fixtures.
15. Clean all inside and outside of all toilets and use a pumice style stone, if necessary. Leave the toilet seat and lid down once complete.
16. Clean all showers, tubs, surrounds, shower heads and faucets to be free of all scum, grime, mildew, etc.
17. Clean all window coverings and blinds if it is decided to keep the coverings or blinds.
18. Clean and dust all baseboards.
19. Clean the top of all water heaters and the top of all furnaces, if safely accessible.
20. Check all ceilings and corners for spider webs and signs of insects. Safely clean and clear them if accessible.

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**The Max Restoration Project Completion Package Expectation:**

1. Remove all debris under 5 cubic yards for standard pricing. If anything is above 5 cubic yards, contact your renovation Project Manager for an approved change order. Included in this is standard removal charge is the following items:
  - a. Removal of trash in and around the entire property.
  - b. Removal of door flyers, bottles, cigarette butts, bottle caps, bags, newspapers, etc.
  - c. Removal of yard art including, but not limited to thermostats, potted plants (not on irrigation), benches, bird baths, etc.
  - d. Removal of any hoses, random pavers, bricks, blocks, etc.
2. Install missing door stops and strike plates.
3. Remove broken blinds and all metal blinds. Where blinds are not consistent or are not in working condition throughout any one room, remove all blinds from that one room.
4. Replace any missing, broken or inconsistent color switch plate or receptacle cover plates with the appropriate color.
5. Replace all burned out light bulbs.
6. Ensure all bulbs in a single fixture are matching. All bulbs in vanity fixtures must have vanity bulbs.
7. Replace all batteries in all smoke detectors and test all smoke detectors for functionality.
8. Cap all unused water lines and gas lines including refrigerators, water heaters, washing machines and any other water line not used.
9. Install new pleated HVAC air filters.
10. Remove and dispose of non-working or non-matching refrigerators, washers and dryers.
11. Empty trash cans and leave upside down in the back yard and behind the fence. If there is no fence, then leave it behind the home and out of site.

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**Who We Are Looking For... Does This Describe YOU, or Someone You Know?**

1. You are an overall general contracting crew that can renovate a home from start to finish while working with other subcontractors.
2. You install tile floors.
3. You run your own painting crew(s).
4. You fix, repair, or maintain swimming pools.
5. You are a handyman or handy woman.
6. You fix, repair, or maintain roofing systems.

**This is Our Offer:**

1. We will endeavor to provide consistent work on vacant properties.
2. Weekly payment schedule on completed and approved projects.
3. Small to large scale projects based on your skillset and preferred work location, if available.
4. Assistance with the day-to-day administrative assistance with your projects: Material orders, coordinating schedules, communication with clients and other subs, material delivery and trash haul off.
5. Industry leading bonus structure for recruiting other teams, individual performance, and the overall performance of the ENTIRE Max Team.

**Payment Process:**

Subcontractors are required to submit invoices with approved change orders upon completion of their projects. The sub must have the client's approval on completed work. For all work invoiced by Wednesday, it will be paid on the following Thursday. If the cut-off is missed, then payment will be made the following pay cycle. Payments are made on a weekly basis.

**Capacity Adjustment:**

All subs must update any changes in their capacity as their capacity changes. Project awards will be based on capacity, metric scores and input from Max's clients based on the subs previous performance.

**Onboarding Process and Timeline:**

To be onboarded as an approved subcontractor, you must provide proof of work and/or have a credentialed referral and provide proof of insurance and applicable business registrations or licenses. Once in contact with the Max office, you must provide the following:

1. Company name
2. First and Last Name
3. Email Address
4. Phone Number

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5. Services Provided
6. Areas Serviced
7. PREFERRED Areas to Service
8. Signed Subcontractor Agreement
9. Signed W9 form
10. All applicable insurances.

Once the Max office reviews and accepts all of the submitted information and checks the background and references of the potential sub-contractor then the sub-contractor is retained on a 180-day trial basis.

**Why such a long trial basis?** Most projects have budgets that dictate renovations lasting 30 – 60 days to complete. With that, if a sub-contractor is completing one project per 30 days, that means they have a 6-project trial period.

During this trial basis, you will be working under one of Max's longest tenured superintendents as they teach you the process for each client. This includes but is not limited to their specifications for each project, the cleaning process, close-out process, required photographs, change orders, portal management and communication methods and several other required processes and procedures for their homes.

Once you have completed the trail period, you will be issued a Max Restoration email address, log in for their management software and additional policies and procedures to follow for the Max client base and to run and manage your own projects.

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### Typical Project Workflow

Max Restoration has an incredibly unique client base that uses several different online portals, mobile applications and/or email systems to award various types of service, emergency, acquisition and turn work orders. In the interest of standardization and simplifying the various ways Max issues the work orders to their sub-contracting teams, refer to the typical project workflow identified below.

1. A work order is received from one of Max's clients via their client's award process.
2. The work order is reviewed and entered Max's cloud-based filing system and accounting system.
3. Once the filing system has been set up, Max issues the work order to one of their subcontractors via the cloud-based filing system.
4. The project manager is to coordinate the day one walk with the project manager of Max's client.
5. While on the day one walk with the client's PM, all items requiring a change order are to be submitted for change order approval.
6. Once the day one walk is complete, a trailer and/or dumpster will be ordered by the Max office and all material orders are to be sent out.
7. The work order process is started and completed according to the project scope.
8. A final walk is performed.
9. Is the work completed to the Max protocol and client expectations? If not, a punch list is created for the missing or insufficient items. Then repeat the renovation and final work process.
10. The client signs off on work completion and approves the work.
11. The sub-contractor must invoice for work completed. For all approved work invoiced by Thursday, payment will be made the following Thursday.
12. The following Thursday checks are cut.

#### Additional Notes:

1. All materials purchased must be purchased through established material purchasing programs.
2. Failure to complete a change order may result in non-payment of the work performed under that change order.
3. Failure to complete a punch list may result in non-payment or back charges.
4. Failure to complete a project may result in non-payment or back charges.
5. Failure to submit an invoice by the cutoff date will result in payment delay.

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### Vendor Requirements

To become an approved vendor for Max Restoration, we require the following items. If you have some of these items, or are working towards getting them let us know because we may be able to help you get them and to further grow YOUR business:

1. Licenses – Subcontractor shall ensure and demonstrate that they have all required business certifications and licenses to perform their services.
2. Insurance – All submitted Certificate of Insurance (COI) will need to have the Certificate Holder and Additional insured information filled out according to the attachment provided to you. Please get with your insurance agent and ensure all documents are sent to:  
[Recruit@Max-Restoration.com](mailto:Recruit@Max-Restoration.com).
  - a. General Liability – Minimum \$1 million per occurrence; \$2 million aggregate
  - b. Workers Compensation - Minimum \$1 million
  - c. Commercial Auto - Minimum \$1 million
  - d. Wording required on the certificates: “Max Restoration, LLC and Max Roofing is an additional insured.”
  - e. Certificate holder address: Max Restoration, LLC DBA Max Roofing  
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3. Pricing – The subcontractor clearly understands that the pricing used, unless otherwise specified in writing, is a nationally pre-negotiated rate with each of their clients.
  - a. The unit costs are set by the client and are not controlled by Max Restoration.
  - b. In almost all instances, Max Restoration operates on a 80/20 split with its subcontractors. Once all subcontractor and confidentiality agreements are executed and sub-contractor is to be onboarded, further explanation on this split will be explained.
4. Material Purchasing and Discount Programs – Nearly each of Max’s clients use nationally negotiated pricing programs, or discount programs for specific material suppliers. The subcontractor understands that all materials for these jobs must be purchased through these programs.
5. Payment Terms and Process – It is the subcontractor’s responsibility to ensure the project they are working on has final approval from the client. This includes proper submittal and approval of change orders and completion of all work order and re-work items. Failure to do so may result in a back charge, delay in payment or even non-payment of work performed.

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- a. In instances where deposits are paid by the client to Max, deposits will also be issued to the subcontractor.
- b. The sub-contractor must invoice for work completed.
- c. For all approved work invoiced by Thursday, payment will be made the following Thursday.
- d. Methods of Payment:
  - i. Check
  - ii. Direct Deposit (EFT)

Please fill out the "Vendor Questionnaire" on the next few pages and completely review and execute the Subcontractor Agreement.

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**Vendor Questionnaire**

- Are you incorporated?  Yes  No
- Do you have a W-9?  Yes  No
- Are you licensed, bonded and insured?  Yes  No
- Do you have a pricelist for the services you provide?  Yes  No
- Do you are you working alone, or with a crew?  Yes  No
- Are you available to work nights?  Yes  No
- Are you available to work weekends?  Yes  No
- Are you willing to travel up to 150 miles?  Yes  No
- Are you available to perform emergency services?  Yes  No
- Do you perform any of the following water mitigation, mold remediation, or asbestos abatement services?

- 1. Water extraction, portable  Yes  No
- 2. Water extraction, truck mount  Yes  No
- 3. Mitigation of water damaged construction materials  Yes  No
- 4. Structural drying  Yes  No
- 5. Mold remediation according to IICRC standards  Yes  No
- 6. Asbestos abatement according to EPA standards  Yes  No
- 7. Mold clearance testing  Yes  No
- 8. Asbestos clearance testing  Yes  No
- 9. Structure loss estimating in Xactimate  Yes  No
- 10. Full service structure dry out  Yes  No

Do you own any of the following items listed below?

- 1. A dump trailer  Yes  No
- 2. A flatbed trailer  Yes  No
- 3. A jackhammer  Yes  No
- 4. A pickup truck  Yes  No
- 5. What size?  ½ Ton  ¾ Ton  1 Ton  Bigger
- 6. A van  Yes  No
- 7. What size?  ½ Ton  ¾ Ton  1 Ton  Bigger

Please identify your level of comfort and/or your skill level on the following items:

- 1. Appliance install  1  2  3  4
- 2. Appliance repair  1  2  3  4
- 3. Cabinet install  1  2  3  4
- 4. Cabinet repair  1  2  3  4
- 5. Trim carpentry repair  1  2  3  4
- 6. Trim carpentry install  1  2  3  4
- 7. Final cleaning  1  2  3  4
- 8. Drywall repair  1  2  3  4
- 9. Drywall install  1  2  3  4

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10. Tape and texture install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
11. Tape and texture repair	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
12. Electrical install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
(Home runs, entire structure re-wire, installing outlets, etc.)								
13. Electrical repair	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
(Installation or replacement of ceiling fans, light fixtures, outlets, etc.)								
14. Carpet flooring install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
15. Carpet flooring repair	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
16. Tile flooring install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
17. Tile flooring repair	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
18. Wood flooring install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
19. Wood flooring repair	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
20. Stucco install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
21. Stucco repair	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
22. Garage door install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
23. Garage door repair	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
24. Irrigation install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
25. Irrigation repairs	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
26. HVAC install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
27. HVAC repairs	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
28. Landscaping install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
29. Landscaping repairs	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
30. Exterior paint install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
31. Exterior paint repairs	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
32. Interior paint install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
33. Interior paint repairs	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
34. Pest control	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
35. Plumbing install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
36. Plumbing repairs	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
37. Swimming pool install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
38. Swimming pool repairs	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
39. Swimming pool maintenance	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
40. Roofing installs	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
41. Roofing replacements	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
42. Window install	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
43. Window repairs	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
44. Window reglazing	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
45. Window screens	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
46. Water extraction, portable	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4
47. Water extraction, truck mount	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4

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**Max Restoration, LLC**  
Subcontractor Agreement

This subcontract agreement (“agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Max Restoration, LLC, (“Contractor”) and:

- \_\_\_\_\_, an individual. (“Subcontractor”).
- \_\_\_\_\_, an individual doing business as: \_\_\_\_\_ (“Subcontractor”).
- \_\_\_\_\_, an incorporated entity. (“Subcontractor”).

WHEREAS, Contractor desires to engage Subcontractor to render certain services in connection with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, herein after referred to as “the project.”

THEREFORE, for good and valuable consideration, including the promises contained herein, the receipt and sufficiency of which is mutually acknowledged, of the foregoing recitals, undertakings and agreements hereinafter set forth, the parties agree as follows:

**ARTICLE 1**  
**SCOPE OF WORK**

- 1.1 Subcontractor shall provide all labor, materials (if applicable), and services required by, and reasonably inferable from this agreement, all work order(s) issued by Contractor from time-to-time hereunder in the form attached hereto as Exhibit A and all other documents (collectively “Other Contract Documents”) as indicated in Article 14 below.
- 1.2 Each work order shall constitute a separate and individual undertaking and will include the scope of work, schedule of work, amount of compensation, or method for determining the amount of compensation, that Subcontractor will be paid for performing all work, and any special provisions or conditions specific to the work, which is a portion of the services required of Contractor by its client. Work shall not commence until a work order has been approved and signed by an authorized representative of Contractor. Any work performed outside the scope of work described in the applicable work order without a signed change order will be at Subcontractor’s risk.
- 1.3 All work authorized by work orders under this agreement shall be subject to its terms, except as otherwise modified in writing by mutual consent of Contractor and Subcontractor.
- 1.4 With respect to Subcontractor’s work, the Subcontractor agrees to be bound to Contractor by each and all of the terms and conditions of the Prime Contract and assume toward Contractor all duties and obligations that Contractor assumes toward Owner. This Subcontract and the terms and conditions of the Prime Contract are intended to supplement and complement each other and shall,

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where possible, be interpreted as such. In the event of any conflict between the terms of this Subcontract and the Prime Contract, the Prime Contract shall govern (or the provision imposing a greater duty on the Subcontractor shall govern).”

- 1.5 Subcontractor hereby agrees to provide the work for Contractor in a professional and timely manner. Subcontractor shall perform the work under the general direction of Contractor and in accordance with the contract documents. By signing each work order, Subcontractor acknowledges that it has satisfied itself as to the nature and extent of the work. Any representation made by Contractor but not expressly included in a work order shall be deemed only for the information of Subcontractor and shall not render Contractor responsible or liable therefore.
- 1.6 All terms and conditions of this agreement shall be incorporated into any lower-tier Subcontractor agreements, and they shall be bound by them. Nothing in this agreement shall be construed to create a third-party beneficiary or contractual relationship between persons or entities other than Contractor and Subcontractor.
- 1.7 This agreement shall commence as of the date first set forth above and shall expire on the last to occur of (i) the date on which work on the project concludes, (ii) completion of the work under all work orders has been finally completed, or (iii) until termination in accordance with the termination provisions in this agreement.

## **ARTICLE 2 SUBCONTRACTOR’S RESPONSIBILITIES**

- 2.1 Subcontractor shall furnish all of the labor, materials (if applicable), tools or equipment (if applicable), construction equipment (if applicable), and services, including, but not limited to, competent supervision, as are necessary for the proper performance of each work order in strict accordance with Other Contract Documents. Subcontractor shall provide a list of any lower-tier Subcontractors and suppliers for Contractor’s approval. Subcontractor and lower-tier Subcontractors shall not employ on the project any unfit person or anyone not skilled in the tasks assigned.
- 2.2 Subject to the overall project work schedule (discussed below), Subcontractor shall be solely responsible for determining the timing, means, manner, and methods of performing the work. Subcontractor is not authorized to communicate with the client about the work.
- 2.3 Should inconsistencies and/or omissions appear in the contract documents, it shall be the duty of the Subcontractor to notify Contractor in writing within three (3) business days. Contractor shall instruct Subcontractor in writing as to the measures to be taken with respect to such inconsistency and/or omission.
- 2.4 Subcontractor shall cooperate with Contractor and all others whose work may interfere with the performance of the agreement; specifically note and immediately advise Contractor of any such

- interference; and participate in the coordination of work schedules in areas of congestion.
- 2.5 Subject to Contractor's approval, which shall not be unreasonably withheld, Subcontractor shall designate an individual who is authorized to act on Subcontractor's behalf as representative.
  - 2.6 Contractor shall at all reasonable times have access to the work wherever it is in preparation or progress for the purpose of inspecting and Subcontractor shall furnish to Contractor full reports of the progress of the work.
  - 2.7 Subcontractor shall at all times keep the project site free from debris and unsafe conditions resulting from the work. Subcontractor shall implement safety measures, policies and standards conforming to those required or recommended by governmental authorities. Subcontractor is responsible for any unsafe practices and its liability therefore. Subcontractor shall indemnify Contractor for any fines, damages or expenses, including attorney's fees incurred by Contractor because of failure to comply with safety requirements.
  - 2.9 Subcontractor shall give timely notices to authorities pertaining to the work and shall be responsible for all fees, permits, licenses, assessments, inspections and taxes necessary to complete the work in accordance with the contract documents and all applicable federal, state and local laws and regulations. Contractor shall not provide any business registrations or licenses required to perform the services to be provided by Subcontractor pursuant to this Agreement.
  - 2.10 Subcontractor shall not assign any part of the work without prior written approval of Contractor, which approval shall not be unreasonably withheld.
  - 2.11 Subcontractor warrants that its work on this project shall be performed in accordance with the agreement and shall be free from defects and improper workmanship. Upon receipt of written notice from Contractor of defects, Subcontractor shall promptly correct such defects and shall bear all costs incurred. Neither the final acceptance of the work nor the payment therefore shall relieve Subcontractor of its responsibility for neglect or faulty workmanship.
  - 2.12 If any materials or equipment is furnished by others, it shall be the responsibility of Subcontractor to exercise proper care in inspecting, handling, storing and installing such items. Any loss or damage arising through the fault of Subcontractor shall be deducted from any amounts due Subcontractor under this agreement.
  - 2.13 Contractor reserves the right to require performance and payment bonds prior to start of work.
  - 2.14 If Contractor's representative provides written notice to Subcontractor that Subcontractor is failing, neglecting or refusing to perform the work or the work is unduly delayed, except for Force Majeure events, Subcontractor shall commence to cure the complaint within three (3) business days. Contractor reserves the right to terminate the agreement pursuant to Article 9 of this agreement.

- 2.15 Should Contractor incur costs as a result of Subcontractor's failure to fulfill its duties and obligations under this agreement, Contractor shall be entitled to offset such costs, including reasonable overhead, profit and reasonable attorney's fees against any sums due to Subcontractor under this agreement .

**ARTICLE 3  
CONTRACTOR'S RESPONSIBILITIES**

- 3.1 Contractor shall designate a person who shall be its authorized representative. The designated representative shall be the only person Subcontractor shall look to for instructions, orders and/or directions. Unless otherwise designed in writing, Contractor's authorized representative is Dan Grifford III
- 3.2 Contractor shall designate storage areas for Subcontractor's materials and equipment during the course of the work.
- 3.3 Contractor shall transmit to Subcontractor with reasonable promptness all submittals, transmittals, and written approvals relative to the work.

**ARTICLE 4  
SCHEDULE OF WORK**

- 4.1 Time is of the essence for both parties, and they mutually agree to see to the performance of their respective services and work and the work of their lower-tier Subcontractors so that the entire project may be completed in accordance with the schedule of work.
- 4.2 Both parties shall be bound by the schedule of work. Notwithstanding the schedule of work, which must be followed by all contractors in order to complete the overall project in a timely manner for the client, Contractor shall not set Subcontractor's specific time for performance of the services provided. Both parties acknowledge that changes may occur to the schedule of work and agree to comply with such changes. Any changes shall be submitted to Subcontractor in advance of the required performance.
- 4.3 If the progress of the work is substantially delayed without the fault or responsibility of the Subcontractor, upon written notice to Contractor, the time for Subcontractor to perform shall be extended by change order to the extent that a corresponding extension is obtained from client.
- 4.4 Where Subcontractor is prevented from completing any part of the work in accordance with the schedule due to delay beyond the control of both Contractor and Subcontractor (Force Majeure), an extension equal to the time lost due to such delay shall be Subcontractor's sole and exclusive remedy for such delay. Such delays include, but are not limited to, those caused by fires, floods, epidemics, abnormal weather conditions, acts of God, or acts of regulatory agencies.

- 4.5 If the project provides for liquidated damages for delay beyond the completion date set forth in the contract and such damages are assessed, Contractor shall have the right to assess a share of the damages against Subcontractor to the extent that Subcontractor is responsible for the delay.

## **ARTICLE 5 CONTRACT PRICE**

- 5.1 Contractor agrees to pay Subcontractor for the satisfactory performance of the work the amount specified under each work order, subject to additions or deductions as provided in Article 6. Subcontractor shall not be paid a salary or an hourly rate for services provided.

## **ARTICLE 6 CHANGES IN THE WORK**

- 6.1 Changes in the work may be accomplished after execution of this agreement without voiding this agreement or any applicable work order should circumstances arise which reasonably require such change. If it becomes necessary to change, delete from or add to the work that may cause a material increase or decrease in the time or cost required to perform the work, such changes shall be evidenced by a written change order.
- 6.2 If, in the performance of the duties required, Subcontractor finds latent, concealed, or subsurface physical conditions which differ materially from the conditions reasonably anticipated, then the scope of work with respect to price, schedule or other terms shall, if necessary, be equitably adjusted by a change order.
- 6.3 If a change order requires an adjustment in the contract price, the adjustment shall be established by one of the following methods: (i) mutual agreement on a lump sum with sufficient information to substantiate the amount; (ii) unit prices already established in the work order; or (iii) a mutually determined cost plus an acceptable allowance for overhead and profit.

## **ARTICLE 7 PAYMENT**

- 7.1.1 Progress payments shall be made during the scheduled work provided Subcontractor provides to Contractor an application for payment in writing at the Contractor's business address. The application shall include a description of the work performed and supported by substantiating documentation. **The parties specifically agree that provisions of section 32-1129.01 of the Arizona Revised Statutes (the Arizona Prompt Payment Law) shall govern the payments herein.**
- 7.1.2 In making progress payments to Subcontractor, ten percent (10%) of the estimated amount shall



be retained until final completion and acceptance of the work by Contractor and client.

- 7.3 Upon acceptance of all work by the client and contractor and receipt from Subcontractor of evidence of fulfillment of Subcontractor's obligations in accordance with this agreement. Subcontractor's final invoice shall include the following statement: "This invoice is for the final payment of work authorized by the work order dated \_\_\_\_\_." The application may include any of the following documentation, if applicable: consent of surety to final payment; receipts, releases and waivers of liens of suppliers or lower-tier Subcontractors; and, any written warranties that may apply.
- 7.4 Payment to Subcontractor does not constitute or imply acceptance of all or any portion of the work by Contractor or client. All payments to Subcontractor shall be paid in the name of the Subcontractor appearing in this Agreement.

**ARTICLE 8  
INDEMNITY, INSURANCE AND WAIVER OF  
SUBROGATION**

- 8.1 Subcontractor shall defend, indemnify and hold harmless Contractor, Contractor's other Subcontractors and client from and against all claims, damages, loss and expenses, including, but not limited to, attorney's fees, costs and expenses, arising out of or resulting from the performance of the work caused by a breach of this agreement or by negligence or omission of Subcontractor or any of its employees or agents.
- 8.2 Subcontractor shall, at its own expense, purchase and maintain insurance with insurance companies and limits no less than \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate reasonably satisfactory to Contractor, including worker's compensation and employer liability; commercial general liability; commercial automobile liability; and umbrella coverage, in amounts agreed to by Contractor depending upon the project. Certificates of insurance shall be provided to Contractor prior to Subcontractor performing any work. Contractor and client shall be named "additional insured's" on such policies.
- 8.3 Contractor may provide Subcontractor with a written waiver of the above insurance requirements.
- 8.4 Waiver of Subrogation. Contractor and Subcontractor waive all rights against each other, the Owner and the Architect/Engineer, and any of their respective consultants, subcontractors, and sub-subcontractors, agents and employees, for damages caused by perils to the extent covered by the proceeds of the insurance, except such rights as they may have to the Insurance proceeds. The Subcontractor shall require similar waivers from its subcontractors.

**ARTICLE 9  
TERMINATION OF AGREEMENT**

- 9.1 If Subcontractor fails to commence to cure any default hereunder within three (3) business days after Contractor provides written notice of such default and to satisfactorily continue correction of such default, then Contractor may, at its option, terminate this agreement. Contractor may also elect to furnish materials, equipment, and/or employ such workers and Subcontractors as it deems necessary to correct the work and assess such expenses, including attorney's fees, against Subcontractor.
- 9.2 If Subcontractor files a petition under the bankruptcy code, this agreement shall terminate if the trustee rejects this agreement or if there has been a default and the Subcontractor is unable to perform.
- 9.3 Should the client suspend all or any part of the project agreement that includes the work encompassed by this agreement, Contractor shall notify Subcontractor in writing and Subcontractor shall immediately suspend its work. Should the client terminate all or any of the project which includes work being performed by Subcontractor, Contractor shall notify Subcontractor and Subcontractor shall suspend its work and mitigate all of its costs, expenses and damages. Subcontractor's recovery against Contractor is limited to the amount Contractor recovers against client resulting from the suspension.
- 9.4 Contractor may order an interruption, suspension or termination of this agreement as determined to be appropriate for the convenience of Contractor. The contract price may be adjusted by change order for any increase in cost or time caused by an interruption. In the case of a termination, Contractor shall not be liable to Subcontractor for more than the actual cost of work performed.
- 9.5 Contractor shall not terminate this Agreement before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.

**ARTICLE 10  
DISPUTE RESOLUTION**

- 10.1 The parties shall undertake in good faith to settle or compromise all disputes, controversies or differences that may arise between them out of the performance of this agreement. If good faith negotiation fails, the dispute shall be submitted to binding arbitration consistent with rules applicable to the construction industry. Any question arising from this agreement shall be governed by the laws of the State of Arizona.

**ARTICLE 11  
INDEPENDENT CONTRACTOR**

- 11.1 Subcontractor shall not be deemed an employee or agent of Contractor for any purpose. As an independent Contractor, neither Subcontractor nor its employees shall be entitled to receive any employee benefits provided by Contractor to its employees, and Subcontractor shall be solely responsible for compliance with all laws and regulations pertaining to employment of its employees, agents and sub-Subcontractors including, without limitation, withholding and remitting payment of FICA and federal and state unemployment compensation taxes and any federal, state and/or local income taxes and filing all tax returns with respect to all such taxes.
- 11.2 Subcontractor and Contractor both fully understand and agree that Subcontractor works or may work for other individuals and other companies and does not exclusively work for Contractor. Contractor will not combine business operations with the person performing the services pursuant to this Agreement, but rather maintains these operations separately as described herein.
- 11.3 Contractor retains the right to coordinate, inspect and approve the work performed.

**ARTICLE 12  
NON-SOLICITATION OF CLIENTS**

- 12.1 Subcontractor acknowledges that Contractor's relationships with its clients are extremely valuable to it and that the protection of Contractor's relationships with its clients is essential. Accordingly, notwithstanding Article 11.2 above, and in consideration of Contractor's decision to retain Subcontractor and the various benefits and payments provided in conjunction with same, Subcontractor agrees that during the term of this Agreement and for a period of one (1) year after the termination of this Agreement (the Non-Solicitation Period), regardless of who initiates the termination and for whatever reason, Subcontractor shall not directly or indirectly, for itself, or on behalf of, or in conjunction with, any other person(s), company, partnership, or corporation, solicit business from any of Contractor's client(s) for whom Subcontractor performed work pursuant to this Agreement for the purpose of providing such client(s) services that are the same as those Contractor has provided or offered to provide to such client(s).

**MISCELLANEOUS PROVISIONS**

- 13.1 The validity, performance, and enforcement of this agreement shall be governed by the laws of the state of Arizona.
- 13.2 The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision.
- 13.3 The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any of its right hereunder, shall not be construed as a waiver or relinquishment of those terms, covenants,



Max Restoration, LLC  
o 480.826.6939  
f 602.391.2010

conditions or rights with respect to further performance.

13.4 Any notice to be given under this agreement shall be in writing and shall be deemed given and received five (5) calendar days after deposit in the United States mail, certified mail, with postage prepaid, return receipt requested, or upon actual delivery to the other party at the following address:

TO: Max Restoration, LLC  
Attn: Dan Gifford  
7942 West Bell Road #C5-480  
Glendale, Arizona 85308

TO: Subcontractor

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13.5 It is expressly agreed and understood that Subcontractor will not hire or directly or indirectly solicit personnel of Contractor for the purpose of inducing them to join Subcontractor’s employ during the term of this agreement and for one (1) year thereafter.

13.6 This agreement and the Other Contract Documents set forth herein constitute the entire and integrated agreement between Contractor and Subcontractor with respect to the subject matter hereof, and supersede all prior negotiations, agreements, restrictions, warranties, or representations, either written or verbal.

**ARTICLE 14  
OTHER CONTRACT DOCUMENTS**

14.1 The following exhibits, if checked, are attached and made a part of this agreement.

- |       |           |                           |
|-------|-----------|---------------------------|
| _____ | Exhibit A | Work Order                |
| _____ | Exhibit B | Change Order              |
| _____ | Exhibit C | Drawings & Specifications |

*SIGNATURE PAGE TO FOLLOW*

7942 West Bell Road, #C5-480  
Glendale, Arizona 85308  
Az KB-1 ROC #315291  
office@max-restoration.com



Max Restoration, LLC  
o 480.826.6939  
f 602.391.2010

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this agreement by duly authorized agents as of the day and year stated at the beginning of this agreement.

Contractor: Max Restoration, LLC

Subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature                      Date  
Dan Grifford III, Manager

\_\_\_\_\_  
Authorized Signature                      Date  
  
\_\_\_\_\_  
Print Name and Title

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Az KB-1 ROC #315291  
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