



SUBCONTRACTOR CONSTRUCTION AGREEMENT

**I. THE PARTIES:**

Simply Modern Homes, LLC

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Project Owner and General Contractor ("SMH")

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Subcontractor Name ("SUBCONTRACTOR")

PRIOR TO COMMENCING WORK FOR SMH ALL SUBCONTRACTORS AGREE TO THE FOLLOWING:

**II. INSURANCE AGREEMENT:**

Subcontractor shall furnish Project Owner & General Contractor with a Certificate of Insurance including coverage and minimum limits of the following:

- a) Worker's Compensation: Statutory, Including employer's liability for limits of \$500,000 each accident, \$500,000 policy limit for disease, \$500,000 each employee for disease.
- b) Commercial General Liability (including Bodily Injury and Property Damage, Completed Operations, Broad form Property damage, Contractual Liability for the obligations of Subcontractor to Indemnity contractor under the agreement, and per jobsite aggregate endorsement):

General Aggregate	\$2,000,000
Products/completed operations	\$2,000,000
Personal Injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 5,000

- c) Commercial Automobile:

Bodily Injury and Property Damage \$1,000,000

- d) Umbrella Liability:

Aggregate	\$1,000,000
Occurrence	\$1,000,000

- e) Subcontractor must list Simply Modern Homes, LLC as Additionally Insured General Liability, Auto Liability, Excess Liability/Commercial Umbrella and provide proof of such insurance prior to commencement of work.

The coverage afforded the additional insured on the General Liability policy shall be primary and noncontributory per form CG2010 10/01 and CG2037 10/01 or their equivalent. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

A Waiver of Subrogation shall apply in favor of the Project Owner, General Contractor and any other additional insured's on the General Liability and Workers Compensation policies.

**INSURANCE CERTIFICATE TO READ: Simply Modern Homes, LLC is hereby named as Additional Insured on a primary/non-contributory basis on the General Liability policy per forms CG2010 10/01 and CG2037 10/01 or their equivalent.**

The failure of Subcontractor to furnish the required certificate, or its renewal, shall not relieve the Subcontractor of its responsibilities to obtain the required Insurance.



### III. HOLD HARMLESS AGREEMENT

Subcontractor agrees to the following held harmless agreement (from AIA document A401, line 4.6.1)

“To the fullest extent permitted by law, the subcontractor shall indemnify and hold harmless the owner, Contractor, General Contractor, Architect, architects consultants, and agents and employees of any of them from and against, claims, damages, leases and expenses, including but not limited to attorney’s fees arising out of or resulting from performance of the subcontractor’s work under this subcontract, provided that any such claim damage, loss or expense is attribute to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself), but only to the extent caused by the negligent act of omissions of the subcontractor, the subcontractors sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the paragraph 4.6.”

### IV. NON-DISCLOSURE AGREEMENT

For good consideration, and in consideration of working with Simply Modern Homes, LLC (Company), the undersigned Subcontractor hereby agrees and acknowledges:

1. That during the course of my engagement there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:
  - A. Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
  - B. Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.
2. I agree that I shall not during, or at any time after the termination of my engagement with the Company, use for myself or others, or disclose or divulge to others including future employees or contractors, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.
3. I agree that I shall be bound by the Illinois Trade Secrets Act codified in the Illinois Compiled Statutes as 765 ILCS 1065/1 et. Seq. All information shared from Company to Contractor shall remain confidential.
4. That upon the termination of my engagement from the Company:
  - A. I shall return to the Company all documents and property of the Company, including by not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company’s business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
  - B. The company may notify any future or prospective employer or third party of the existence of the agreement, and shall be entitled to full injunctive relief for any breach.
  - C. This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

### V. NON-COMPETE AGREEMENT

For good consideration and as an inducement for Simply Modern Homes, LLC (Project Owner) and Subcontractor, the undersigned Subcontractor hereby agrees not to directly or indirectly compete with the business of the Project Owner and its successors and assigns during the period of engagement and for a period of 2 years following termination of engagement and notwithstanding the cause or reason for termination.

The term “not compete” as used herein shall mean that the Subcontractor shall not own, manage, operate, or consult in a business substantially similar to, or competitive with, the present business of the Project Owner.

The Subcontractor acknowledges that the Project Owner shall or may in reliance of this agreement provide Subcontractor access to trade secrets, customers and other confidential data and good will. Subcontractor agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

This non-compete agreement shall extend only for a radius of 30 miles from the present location of the Project Owners area of operations and shall be in full force and effect for 2 years, commencing with the date of engagement termination.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.



## **VI. PAYMENT AND LIEN WAIVERS**

### **REQUIREMENTS FOR PAYMENT**

#### **1. DOCUMENTS REQUIRED BY SMH EVERY PROJECT:**

- A. Final Invoice - Please note that a final invoice is not the original contract, but a statement detailing the subdivision, lot #, description of work performed and the total due
- B. Any and all warranty information on materials and workmanship on company letterhead

#### **2. DOCUMENTS REQUIRED FROM CHICAGO TITLE:**

- A. Notarized Waiver of Lien
- B. IRS Form W-9 – Request For Taxpayer ID Number

### **PAYMENT DETAILS**

#### **1. PAYMENT TERMS:**

Payment Terms are Net 30

#### **2. INVOICES:**

Please submit invoices as soon as possible after work has been satisfactorily completed, allowing time to approve final payment and prepare your check

#### **3. CHECK PICKUP:**

We will notify your billing contact that your payment is ready to be picked up at a convenient Chicago Title Company Location (Various Locations Apply)



**EFFECTIVE DATE AND SIGNATURES**

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

**DATE OF ACCEPTANCE**

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	Simply Modern Homes, LLC
<hr/> Subcontractor Company Name	<hr/> SMH Company Name
	Andrew Enoch
<hr/> Subcontractor Print Officer Name	<hr/> SMH Print Officer Name
<hr/> Subcontractor Officer Signature	<hr/> SMH Officer Signature
	President
<hr/> Subcontractor Officer Title	<hr/> SMH Officer Title

**FOR INFORMATION ONLY**

<hr/>		24243 Champion Drive			
<hr/> Subcontractor Address For Notices	<hr/> SMH Address For Notices				
	Plainfield, IL 60585				
<hr/> City	<hr/> State	<hr/> ZIP	<hr/> City	<hr/> State	<hr/> ZIP
			Andrew Enoch		
<hr/> Subcontractor Billing Contact Name	<hr/> SMH Billing Contact Name				
	630.618.8889				
<hr/> Subcontractor Billing Contact Voice   Text	<hr/> SMH Billing Contact Voice   Text				
	aenoch@buildsimplymodern.com				
<hr/> Subcontractor Billing Contact E-mail	<hr/> SMH Billing Contact E-mail				