

Trade Partner Policies, Procedures & Safety Issues



As a trade partner for Castle Building & Remodeling, we think you represent one of the most professional remodeling companies in the area. In an effort to clarify our relationship, we have set forth the following policies and rules of professional etiquette. This will help us maintain the positive image with our clients that we have worked so hard to cultivate and to maintain a safe working environment.

We look to you, our trade partners, as members of our team and hope that you will help us “debug” our jobs whenever you see a better way of doing things. If you anticipate a problem or a concern not addressed in our sketches/plans, or find what appears to be a code violation or a technical problem, let us know so we can remedy the situation with our customer.

All of your personnel on our jobs should be supportive of Castle Building & Remodeling in all of the things you do and say. Your company and your employees are part of our marketing team. Both of our businesses stand to gain or lose by the behavior of each of our employees. We will do the same for you and your company.

General Policies

1. License and Insurance: All trade partners must have the proper licensure, insurance (workers’ compensation and general liability with \$1million each occurrence/\$2million aggregate coverage) and a federal tax ID#. You should contact your insurance company and have Castle B&R added to your policy as an “Additional Insured.” Castle Building & Remodeling will make final determination if your company’s exemption from workers’ compensation will allow you to perform subcontracted services for us.

2. Castle Building & Remodeling is your client:

- a. All discussions regarding job specifications, costs, or departures from the original job scope must be made with Castle Building & Remodeling and not Castle’s clients.
- b. Any additional work or service performed by you, the trade partner, without prior approval of Castle Building & Remodeling (preferably written, but verbal where time is an issue), cannot be added to the invoice of Castle Building & Remodeling.
- c. As a trade partner of Castle Building & Remodeling, Inc. you may not place a jobsite notice in the yard. This only leads to confusion with the homeowner and neighbors and has caused problems for Castle in the past.
- d. Non-Compete Clause: For a period of 1 year after Castle’s final day on the

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job, you may not negotiate with our client to do any additional work without first securing permission from Castle Building & Remodeling, Inc.

3. Proposals and Process

Prior to inviting you to look at a project, or sending you a copy of the plans, we have tried to create a scope of work. Please review the scope of work to get a sense of what we are trying to accomplish.

ACCESS TO PERFORM YOUR WORK

With the scope of work in mind, are there any ceilings, walls, or floor areas that you need to access in order to accomplish your job? If so, please inform us, so we can add this additional work required by others, to the scope of work. Please highlight the area(s) and size(s) of the opening you need on the Master Plan during the site visit.

YOU ARE THE PROFESSIONAL

We are looking to you as the professional in your field of work. We ask that you look for work that may need to be done to meet all local, county, and state building codes. If you think there is a possibility that something may be required by an inspector, please note that item of work and any other items of work that you might discover during the site visit.

Please add any additional item(s) of work that you have discovered as a separate line item with a separate price.

SCHEDULE OF WORK

Castle guarantees to the client a substantial completion date. Castle will pay the Client \$40 per day after the agreed substantial completion date until the project is done. You must review the schedule on Builder Trend, and notify the project manager if you do not have enough time scheduled to complete your work. If you are behind schedule and you are the reason the project finishes late, you will be charged the \$40 each day after the agreed completion date. It is imperative that you order all special items as soon as you are awarded the job so delays do not occur.

WHEN ARE BIDS DUE

We will expect your bid (1) week from the date of the site visit or (1) week from the date you received the plan and scope of work or sooner. If we do not receive your bid by the due date we may have other Trade Partners bid and select them for this project.

INITIAL BID FORMAT

Your initial bid for the project can be by email, or fax {e-mail via Builder Trend is preferred}. Please direct your bid to the project designer.

AFTER THE SALE

Once the sale has been made, the Project Designer will review your bid and cross off any items or options not chosen and write in the new expected price and sign your bid and fax it back to you authorizing you to perform the work. The "Authorized Bid" will now become your Purchase Order. Your invoice for payment should match this Purchase Order amount. We will not pay for any time and/or materials over the cost of your bid without prior written approval from the Project Manager or Project Designer. We also expect that you provide us with credits for materials and/or labor that you bid, but did not provide or perform.

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CHANGE ORDERS

Castle guarantees to the Client there will be no Change Orders (except customer requested).

The Trade Partner will incur the cost of additional work required to complete the construction contract between Castle and the Client. If something needs to be brought to code, abated, replaced, repaired, etc..., you are responsible to find out what it is and include it in your bid. If you are not sure if something needs to be brought to code, abated, replaced, repaired, etc...please include it in your bid as an option. If it does not need to be completed you will not be paid for the work and Castle will refund the client. Castle will not ask the Client to fund additional work to complete the Construction Contract. By guaranteeing no unforeseen change orders Castle will have a sales and marketing advantage over its competitors.

If there are any customer requested changes during the project you will receive a copy of the Change Order. These will also become Purchase Orders that you can invoice against.

4. Job Schedule and Communication @ BuilderTrend.net

Change is a way of life in the remodeling business. Client's change their minds, inclement weather affects us, unanticipated repairs bog us down and scheduling conflicts are just a few of the challenges we face everyday. In spite of these hurdles, we try to schedule our work as tightly as possible to expedite our projects. To integrate our schedules, communication is very important. Remember, we are a team! Therefore, we have the following guidelines:

Schedules:

- a. If *our* schedule changes affect your timeframe, we will alert you via email at BuilderTrend.net at the soonest opportunity to let you know.
- b. If your schedule changes and you cannot perform your work at the scheduled time, it is essential that you call/email us as soon as possible to let us know.
- c. If you arrive at the job site in your scheduled time slot and are unable to perform your work due to incomplete preparatory work or other reasons, please call our Project Manager immediately. We can often resolve the issue in a timely manner and work to avoid such issues on future projects. Do not leave the job without speaking directly to the Project Manager! (Voice mail does not count).
- d. Our finish date is guaranteed. If you cause the project to finish late, you will pay \$40 each day until the project is finished.

Communication:

- a. More than likely your first communication with Castle on a particular project will be either in a pre-proposal walk through with the Salesperson requesting a proposal from you or communication with the Project Manager as it relates to original scheduling and/or finalizing your trade partner proposal and issuing of an acceptance of proposal. Your normal day-to-day communication on a particular project should be with the Project Manager of that project. If for any reason you should need to contact the office or the Project Manager or Designer, feel free to do so. However, it is important to remember that the Project Manager is the day-to-day contact on the project once the job has started.
- b. Often, you will be the only person on the job during your scheduled time. At those times, we ask that you call/email the Project Manager at the end of the day to let him know your progress.
- c. E-Mail @ Buildertrend.net is the preferred method of communication that is job specific.

5. Materials: Acceptance and unloading of deliveries of your materials, their storage and protection, insurance and all other risk of loss of your materials or equipment is your responsibility.

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Any items you remove from the job to be held for safekeeping are your responsibility to store and protect (i.e. thermostats, light fixtures, plumbing fixtures, etc). When ever possible it is preferred that green building products are specified and used.

6. Inspections: All trade partners will arrange and be present for any inspections required for their work. Please call in your inspections ahead of time in anticipation of your finish time so there will be minimal down time. Please inform Castle when your inspections will take place and the outcome.

7. Payment: Castle does not pay “upon signing” draws. If applicable, please tie your draws to rough-in and final, including any required inspections (i.e. “upon plumbing rough-in and inspection approval”). A final inspection by officials, if required, must be performed or customer approval given before the final draw is approved. An invoice must be submitted with the customer name and address referenced, and will be paid promptly in Castle’s normal accounts payable schedule. All invoices are to be directed to lisa@castlebri.com or to fax number 612-605-0163. Castle Building & Remodeling, Inc. normally pays invoices within 30 business days or by the terms, as stated, on your invoice. You may fax, email, mail, or hand deliver your invoice. We must also have received your Certificate of Insurance and federal tax ID number before payment can be made.

8. Referrals: Over the course of our work together, we will refer appropriate work to you directly and we hope you will do the same for us as well. If any of our customers request work from you directly, please let Castle know before you engage in any negotiations. If the job requires only one trade and doesn’t require design and planning services, we will likely turn it over to you.

9. Operating Instructions, Manuals, Warranty Certificates: All equipment manuals and/or operating instructions, equipment or material warranties, or other written information on the equipment, fixtures, material, appliances, devices, etc. shall be retained and given to the Project Manager or directly to the homeowner to be placed in their Purple three ring binder.

10. Warranty: All subcontracted work, labor and material, is to be fully guaranteed by you in accordance with Minnesota Statute, Chapter 327A. Warranties given by the manufacturer, which are past the state requirement, are applicable and will be given to the client for their use.

2008 Minnesota Statutes

Chapter 327A. Housing; Statutory Warranties

Section Headnote

327A.01 Definitions

327A.02 Statutory Warranties

327A.03 Exclusions

327A.04 Waiver and Modification Limited

327A.05 Remedies

327A.06 Other Warranties

327A.07 Variations.

327A.08 Limitations

327A.01 DEFINITIONS.

Subdivision 1. **Scope.** As used in sections 327A.01 to 327A.07, the terms in this section shall have the meanings assigned to them.

Subd. 2. **Building standards.** "Building standards" means the materials and installation standards of the State Building Code, adopted by the commissioner of labor and industry pursuant to sections 326B.101 to 326B.194, in effect at the time of the construction or remodeling.

Subd. 3. **Dwelling.** "Dwelling" means a new building, not previously occupied, constructed for the purpose of habitation; but does not include appurtenant recreational facilities, detached garages, driveways, walkways, patios, boundary walls,

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retaining walls not necessary for the structural stability of the dwelling, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.

Subd. 4. **Initial vendee.** "Initial vendee" means a person who first contracts to purchase a dwelling from a vendor for the purpose of habitation and not for resale in the ordinary course of trade.

Subd. 5. **Major construction defect.** "Major construction defect" means actual damage to the load-bearing portion of the dwelling or the home improvement, including damage due to subsidence, expansion or lateral movement of the soil, which affects the load-bearing function and which vitally affects or is imminently likely to vitally affect use of the dwelling or the home improvement for residential purposes. "Major construction defect" does not include damage due to movement of the soil caused by flood, earthquake or other natural disaster.

Subd. 6. **Vendee.** "Vendee" means any purchaser of a dwelling and includes the initial vendee and any subsequent purchasers.

Subd. 7. **Vendor.** "Vendor" means any person, firm or corporation which constructs dwellings for the purpose of sale, including the construction of dwellings on land owned by vendees.

Subd. 8. **Warranty date.** "Warranty date" means the date from and after which the statutory warranties provided in section 327A.02 shall be effective, and is the earliest of:

(a) the date of the initial vendee's first occupancy of the dwelling; or

(b) the date on which the initial vendee takes legal or equitable title in the dwelling.

In the case of a home improvement, the warranty date is the date on which the home improvement work was completed.

Subd. 9. **Home improvement.** "Home improvement" means the repairing, remodeling, altering, converting or modernizing of, or adding to a residential building. For the purpose of this definition, residential building does not include appurtenant recreational facilities, detached garages, driveways, walkways, patios, boundary walls, retaining walls not necessary for the structural stability of the building, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.

Subd. 10. **Home improvement contractor.** "Home improvement contractor" means a person who is engaged in the business of home improvement either full time or part time, and who holds out to the public as having knowledge or skill peculiar to the business of home improvement.

Subd. 11. **Owner.** "Owner" means any person who owns a residential building on which home improvement work is performed, and includes any subsequent owner of the residential building.

History: 1977 c 65 s 1; 1981 c 119 s 1-5; 1986 c 444; 2001 c 207 s 8; 1Sp2003 c 8 art 1 s 12; 2007 c 140 art 4 s 61; art 12 s12; art 13 s 4

327A.02 STATUTORY WARRANTIES.

Subdivision 1. **Warranties by vendors.** In every sale of a completed dwelling, and in every contract for the sale of a dwelling to be completed, the vendor shall warrant to the vendee that:

(a) during the one-year period from and after the warranty date the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards;

(b) during the two-year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems due to noncompliance with building standards; and

(c) during the ten-year period from and after the warranty date, the dwelling shall be free from major construction defects due to noncompliance with building standards.

Subd. 2. **Warranties to survive passage of title.** The statutory warranties provided in this section shall survive the passing of legal or equitable title in the dwelling to the vendee.

Subd. 2a. **Remedies unaffected by corporate dissolution.** The statutory warranties provided in this section are not affected by the dissolution of a vendor or home improvement contractor that is a corporation or limited liability company.

Subd. 3. **Home improvement warranties.** (a) In a sale or in a contract for the sale of home improvement work involving major structural changes or additions to a residential building, the home improvement contractor shall warrant to the owner that: (1) during the one-year period from and after the warranty date the home improvement shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards; and

(2) during the ten-year period from and after the warranty date the home improvement shall be free from major construction defects due to noncompliance with building standards.

(b) In a sale or in a contract for the sale of home improvement work involving the installation of plumbing, electrical, heating or cooling systems, the home improvement contractor shall warrant to the owner that, during the two-year period from and after the warranty date, the home improvement shall be free from defects caused by the faulty installation of the system or systems due to noncompliance with building standards.

(c) In a sale or in a contract for the sale of any home improvement work not covered by paragraph (a) or (b), the home improvement contractor shall warrant to the owner that, during the one-year period from and after the warranty date, the home improvement shall be free from defects caused by faulty workmanship or defective materials due to noncompliance with building standards.

Subd. 4. **Response from vendor to notice of claim.** (a) Following notice under section 327A.03, the vendee must allow an

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inspection and opportunity to offer to repair the known loss or damage. Upon request of the vendee, a court may order the vendor to conduct the inspection. The inspection must be performed and any offer to repair must be made in writing to the vendee within 30 days of the vendor's receipt of the written notice required under section 327A.03, clause (a), alleging loss or damage. The applicable statute of limitations is tolled from the date the written notice provided by the vendee is postmarked, or if not sent through the mail, received by the vendor until the earliest of the following:

- (1) the date the vendee rejects the vendor's offer to repair;
- (2) the date the vendor rejects the vendee's claim in writing;
- (3) failure by the vendor to make an offer to repair within the 30-day period described in this subdivision; or
- (4) 180 days.

For purposes of this subdivision, "vendor" includes a home improvement contractor.

(b) Upon completion of repairs as described in an offer to repair, the vendor must provide the vendee with a list of the repairs made and a notice that the vendee may have a right to pursue a warranty claim under this chapter. Provision of this statement is not an admission of liability. Compliance with this subdivision does not affect any rights of the vendee under this chapter.

History: 1977 c 65 s 2; 1981 c 119 s 6; 2001 c 207 s 9,10; 2006 c 202 s 5,6

327A.03 EXCLUSIONS.

The liability of the vendor or the home improvement contractor under sections 327A.01 to 327A.07 is limited to the specific items set forth in sections 327A.01 to 327A.07 and does not extend to the following:

- (a) loss or damage not reported by the vendee or the owner to the vendor or the home improvement contractor in writing within six months after the vendee or the owner discovers or should have discovered the loss or damage;
- (b) loss or damage caused by defects in design, installation, or materials which the vendee or the owner supplied, installed, or directed to be installed;
- (c) secondary loss or damage such as personal injury or property damage;
- (d) loss or damage from normal wear and tear;
- (e) loss or damage from normal shrinkage caused by drying of the dwelling or the home improvement within tolerances of building standards;
- (f) loss or damage from dampness and condensation due to insufficient ventilation after occupancy;
- (g) loss or damage from negligence, improper maintenance or alteration of the dwelling or the home improvement by parties other than the vendor or the home improvement contractor;
- (h) loss or damage from changes in grading of the ground around the dwelling or the home improvement by parties other than the vendor or the home improvement contractor;
- (i) landscaping or insect loss or damage;
- (j) loss or damage from failure to maintain the dwelling or the home improvement in good repair;
- (k) loss or damage which the vendee or the owner, whenever feasible, has not taken timely action to minimize;
- (l) loss or damage which occurs after the dwelling or the home improvement is no longer used primarily as a residence;
- (m) accidental loss or damage usually described as acts of God, including, but not limited to: fire, explosion, smoke, water escape, windstorm, hail or lightning, falling trees, aircraft and vehicles, flood, and earthquake, except when the loss or damage is caused by failure to comply with building standards;
- (n) loss or damage from soil movement which is compensated by legislation or covered by insurance;
- (o) loss or damage due to soil conditions where construction is done upon lands owned by the vendee or the owner and obtained by the vendee or owner from a source independent of the vendor or the home improvement contractor;
- (p) in the case of home improvement work, loss or damage due to defects in the existing structure and systems not caused by the home improvement.

History: 1977 c 65 s 3; 1981 c 119 s 7; 1986 c 444

327A.04 WAIVER AND MODIFICATION LIMITED.

Subdivision 1. **Waiver.** Except as provided in subdivisions 2 and 3, the provisions of sections 327A.01 to 327A.07 cannot be waived or modified by contract or otherwise. Any agreement which purports to waive or modify the provisions of sections 327A.01 to 327A.07, except as provided in subdivisions 2 and 3 of this section, shall be void.

Subd. 2. **Modification.** At any time after a contract for the sale of a dwelling is entered into by and between a vendor and a vendee or a contract for home improvement work is entered into by and between a home improvement contractor and an owner, any of the statutory warranties provided for in section 327A.02 may be excluded or modified only by a written instrument, printed in boldface type of a minimum size of ten points, which is signed by the vendee or the owner and which sets forth in detail the warranty involved, the consent of the vendee or the owner, and the terms of the new agreement contained in the writing. No exclusion or modification shall be effective unless the vendor or the home improvement contractor provides substitute express warranties offering substantially the same protections to the vendee or the owner as the statutory warranties set forth in section 327A.02. Any modification or exclusion agreed to by vendee and vendor or the owner and home improvement contractor pursuant to this subdivision shall not require the approval of the commissioner of labor and industry pursuant to section 327A.07.

Subd. 3. **Exception.** If a major construction defect is discovered prior to the sale of a dwelling, the statutory warranty set

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forth in section 327A.02, subdivision 1, clause (c) may be waived for the defect identified in the waiver instrument, after full oral disclosure of the specific defect, by an instrument which sets forth in detail: the specific defect; the difference between the value of the dwelling without the defect and the value of the dwelling with the defect, as determined and attested to by an independent appraiser, contractor, insurance adjuster, engineer or any other similarly knowledgeable person selected by the vendee; the price reduction; the date the construction was completed; the legal description of the dwelling; the consent of the vendee to the waiver; and the signatures of the vendee, the vendor, and two witnesses. A single waiver agreed to pursuant to this subdivision may not apply to more than one major construction defect in a dwelling. The waiver shall not be effective unless recorded with the county recorder or registrar of titles who shall file the waiver for record.

History: 1977 c 65 s 4; 1981 c 119 s 8; 2005 c 4 s 61; 2008 c 337 s 59

327A.05 REMEDIES.

Subdivision 1. **New home warranties.** Upon breach of any warranty imposed by section 327A.02, subdivision 1, the vendee shall have a cause of action against the vendor for damages arising out of the breach, or for specific performance. Damages shall be limited to:

(a) the amount necessary to remedy the defect or breach; or

(b) the difference between the value of the dwelling without the defect and the value of the dwelling with the defect.

Subd. 2. **Home improvement warranty.** Upon breach of any warranty imposed by section 327A.02, subdivision 3, the owner shall have a cause of action against the home improvement contractor for damages arising out of the breach, or for specific performance. Damages shall be limited to the amount necessary to remedy the defect or breach.

History: 1977 c 65 s 5; 1981 c 119 s 9

327A.06 OTHER WARRANTIES.

The statutory warranties provided for in section 327A.02 shall be in addition to all other warranties imposed by law or agreement. The remedies provided in section 327A.05 shall not be construed as limiting the remedies in any action not predicated upon breach of the statutory warranties imposed by section 327A.02.

History: 1977 c 65 s 6

327A.07 VARIATIONS.

The commissioner of labor and industry may approve pursuant to sections 14.05 to 14.28, variations from the provisions of sections 327A.02 and 327A.03 if the warranty program of the vendor or the home improvement contractor requesting the variation offers at least substantially the same protections to the vendee or owner as provided by the statutory warranties set forth in section 327A.02.

History: 1977 c 65 s 7; 1981 c 119 s 10; 1982 c 424 s 130; 1995 c 233 art 2 s 56; 2008 c 337 s 60

327A.08 LIMITATIONS.

Notwithstanding any other provision of sections 327A.01 to 327A.07:

(a) the terms of the home improvement warranties required by sections 327A.01 to 327A.07 commence upon completion of the home improvement and the term shall not be required to be renewed or extended if the home improvement contractor performs additional improvements required by warranty;

(b) the home improvement warranties required by sections 327A.01 to 327A.07 shall not include products or materials installed that are already covered by implied or written warranty; and

(c) the home improvement warranties required by sections 327A.01 to 327A.07 are intended to be implied warranties imposing an affirmative obligation upon home improvement contractors, and sections 327A.01 to 327A.07 do not require that written warranty instruments be created and conveyed to the owner.

History: 1981 c 119 s 11; 1997 c 7 art 1 s 126

All material is guaranteed to be as specified. Further, all workmanship shall conform to the guidelines under standard industry practice. It is your legal responsibility to uphold the state of Minnesota warranty and fix defects and workmanship issues in the future whether Castle continues to utilize your services or not.

11. Grooming: Please wear appropriate & clean clothing on our jobs. You and your worker's general appearance should reflect good grooming habits. **Enough said!**

Daily Work Procedures

Our projects are not just a "jobsite." They are produced in someone's home, usually while they are living there. Therefore, please observe the following:

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1. No smoking or chewing tobacco inside a client's home, whether it is occupied or not. If you smoke or chew outside, use a butt can and no tobacco spitting unless into a container. Remove butt can or spit container at the end of each day.

2. The last person leaving the job, either during the day or at the end of the day, will be responsible for securing the property. If you can't secure the property, do not leave the property unattended.

3. Always close the doors to the exterior, even while working on the project, to secure the owners property and to prevent pets from escaping. If you are working some distance away from the door, please keep it locked to prevent someone from coming in without your knowledge.

4. Trade partners whose work creates excessive dust will be responsible for dust containment (seal off the work area). Containment done by Castle may not be adequate for your purposes or may have been removed for easy access. Remodeling a home provides the opportunity for improving indoor air conditions. However, it can also bring exposure to higher levels of indoor air contaminants if careful attention is not given to potential pollution sources and the air exchange rate. Remodeling itself is often stinky, dusty, and messy, but this can be minimized by workers following practices to keep dust and fumes out of living spaces. Please listen to any concerns about in-door air quality expressed by Castle or the client. Please enlist your team's cooperation in taking measures to provide good indoor air quality. The use of materials that emit low amounts of VOC's (Volatile organic compounds are emitted as gases from certain solids or liquids. VOCs include a variety of chemicals, some of which may have short- and long-term adverse health effects) are preferred.

5. Castle Building & Remodeling, Inc. installs zipper doors at all openings to areas where work is not being preformed. Keep the doors closed at all times.....use them!

6. The trade partner is responsible for protection of owner's property (furniture, counter tops, plumbing fixtures, etc.) that may be in or near the work area.

7. Clean up after yourselves! Leave the site broom-swept clean every day. Clean up all debris produced by your workers and deposit in the dumpster provided by Castle. All prep work or cutting should be done in a designated prep area on a non-permeable surface such as a driveway or sidewalk. Care should be taken to avoid getting debris on the lawn or other permeable surfaces. Slurry, sludge, waste water, and other by products of construction should never be discarded in the client's bathroom fixtures or in their yard. This waste should be deposited in the dumpster provided by Castle. All cardboard should be "broken down" and set aside for recycling. All other large items should be broken down prior to placing in the dumpster to minimize the space it takes in the dumpster. All recyclable materials such as copper piping, aluminum gutters, etc. should be set aside so Castle can recycle them. If we are at a phase of the project where there is no on-site dumpster, your trash should be removed from the site by you. A charge of \$64.00/hr. will be assessed if we have to clean up your debris.

8. Deposit all lunch and break time trash in the dumpster immediately after lunch or breaks. Please don't use our client's garbage containers.

9. Double your effort to keep the inside of our customer's house clean. Lay down tarps or runners if you are walking through a finished room to access the work area. Always remove shoes or boots when walking through a customer's home where there is no floor protection.

10. Keep your radio volume to a minimum so as not to disturb anyone outside your immediate work area.

11. Use discretion in discussing job specifics with the client. Instead, refer them to Castle's Project Manager.

12. Trade partners and their employees should use only designated bathrooms and storage areas. **Do not** use any of the customer's tools, equipment, cleaning supplies, or trash containers. Protection of our customer's property should be your highest priority at all times. If you cause damage accidentally, please take responsibility and notify the Project Manager immediately.

Safety Issues

Contractor and subcontractors shall complete the work on the project in compliance with the EPA's Lead-Based Paint Renovation, Repair and Painting Rule (40 C.F.R. 745.80, Subpart E).

All safety issues are based on OSHA's guidelines and rules. Castle's or your company's safety manual may complement OSHA guidelines, but the most current safety guidelines must be adhered to. Below are areas of general concern.

1. The first and most important rule of safety is using good common sense when working in a potentially dangerous environment such as a construction site.
2. Keep and maintain a first aid kit on site at all times.
3. Know the location of the nearest fire extinguisher at all times.
4. Always know the location of the nearest telephone in case of an emergency.
5. Keep all tools and equipment maintained and in good working order. All tools, including extension cords and ladders that are in disrepair should be taken out of service until fixed or replaced.
6. Use only electrical cords that have a molded three-prong grounded plug.
7. Never use an electrical cord that has been repaired with tape or wire nuts.
8. Set up and use ladders and scaffolding in a safe manner in accordance with manufacturer's specifications.
9. Always wear proper work clothing, including shirt sleeves that are not loose, hard hats as appropriate, gloves, eye and ear protection, dust masks, etc. Use the proper respirator or dust mask for your particular working condition.
10. Use roof jacks and fall-protection rails as needed and in conjunction with OSHA rules and regulations.
11. Use guardrails on open spaces where needed for fall protection.
12. Report any job site accidents to the Project Manager immediately.

Notes on Payment

1. All invoices are to be directed to lisa@castlebri.com or to fax number 612-605-0163.
2. We must have a copy of your Certificates of Insurance (liability & worker's comp) and your Federal Employment Identification Number (EIN) or Social Security number, whichever applies, in our office before we will make any payments to you.
3. Warranty: all labor and materials are to be fully guaranteed by you for one year after substantial completion. Any manufacturer's warranties that exceed this one year period will be given to the customer for their use. Any other defects in materials or labor will be settled on a job by job basis.
4. Relationship of Parties: the parties to this agreement do hereby expressly represent, warrant and understand that the relationship between the parties is that of an independent contractor. The contractor is not an employee or agent of Castle. The contractor has no power or authority to act for, represent, or bind Castle in any manner whatsoever.
5. The agreement is effective as of the date signed below.

Please have all of your present employees and future hires that will work on a Castle project read and understand this agreement. We may ask your workers on our jobs if they have read this agreement to insure compliance.

Signature Page

I have read and will abide by all these conditions. I understand that my hiring as a trade partner and payments are tied to acceptance of and compliance with these conditions.

Name of Company

Trade Partner Company Representative

Date

Castle Building & Remodeling Representative

Date

Please note:

Please sign and return this page only to Castle Building and Remodeling.
Please copy and/or distribute this agreement to all your employees and new hires who might work on any of our projects. Thank you.