

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 client.

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 provide proof of the proper licensure, insurance (workers’ compensation and general liability with \$1 million each occurrence/\$2 million aggregate coverage) and a federal tax ID#. You should contact your insurance company and have Castle Building & Remodeling 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 one (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 with the project manager, 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 the project.

INITIAL BID FORMAT

Your initial bid for the project can be by email or fax. 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 Client 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 Client 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

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 every day. 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 a phone call or email, 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 the Project Manager 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 the Castle 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 Designer 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.

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. Any items you remove from the job to be held for safekeeping are your responsibility to store and

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protect (i.e. thermostats, light fixtures, plumbing fixtures, etc). Whenever 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 Client approval given before the final draw is approved. An invoice must be submitted with the Client 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 612-789-8528. Castle Building & Remodeling, Inc. normally pays invoices within 30 business days or by the terms as stated on your invoice. Emailed invoices are preferred, however, you may fax, email, US 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 Clients 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.

2012 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.051 Home Warranty Dispute Resolution

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.

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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, 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 that constructs dwellings, including the construction of dwellings on land owned by vendees. Vendor does not include a subcontractor or material supplier involved in the construction of a dwelling.

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.

Subd. 12. Inspection.

"Inspection" means a visual or invasive examination of the alleged property damage.

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 s 12](#); [art 13 s 4](#); [2010 c 343 s 4,5](#)

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.

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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 or home improvement contractor to notice of claim; right to inspect.

(a) The vendee or owner must allow an inspection for purposes of the preparation of an offer to repair the alleged loss or damage under subdivision 5. The inspection must be performed by the vendor or home improvement contractor within 30 days of the notification under section [327A.03](#), clause (a). Any damage to property caused as a result of an inspection must be promptly repaired by the inspecting party to restore the property to its preinspected condition.

(b) The applicable statute of limitations and statute of repose for an action based on breach of a warranty imposed by this section, or any other action in contract, tort, or other law for any injury to real or personal property or bodily injury or wrongful death arising out of the alleged loss or damage, is tolled from the date the written notice provided by the vendee or owner is postmarked, or if not sent through the mail, received by the vendor or home improvement contractor until the latest of the following:

(1) the date of completion of the home warranty dispute resolution process under section [327A.051](#); or

(2) 180 days.

(c) 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.

Subd. 5. Right to repair; agreement.

(a) Within 15 days of completion of the inspection required by subdivision 4, the vendor or home improvement contractor must provide to the vendee or owner a written offer to repair. The offer to repair must include, at a minimum:

(1) the scope of the proposed repair work; and

(2) the proposed date on which the repair work would begin and the estimated date of completion.

(b) This subdivision does not prevent the vendee or owner from obtaining the information in paragraph (a) from another contractor or from negotiating with the vendor or home improvement contractor for a different scope of work.

(c) If the parties agree to a scope of work, the vendor or home improvement contractor must perform the repair work in accordance with the offer to repair. If the parties do not agree to a scope of work, the vendee or owner must submit the matter to the homeowner warranty dispute resolution process under section [327A.051](#).

(d) Upon completion of repairs described in an offer to repair, the vendor or home improvement contractor must provide the vendee or owner with a written notice that the scope of the work agreed upon has been completed.

Subd. 6. Failure to perform inspection or repair.

If the vendor or home improvement contractor fails to perform an inspection under subdivision 4 or fails to make an offer to repair or perform agreed upon repairs under subdivision 5, the vendee or owner may commence an action.

Subd. 7. Processes required before commencement of action.

Except as provided in subdivision 6, a cause of action for which the statute of limitations or statute of repose is tolled under subdivision 4, paragraph (b), must not be commenced in district court until the earlier of:

(1) the completion of the home warranty dispute resolution process under section [327A.051](#); or

(2) 60 days after the written offer of repair is provided to the vendee or owner.

History: [1977 c 65 s 2](#); [1981 c 119 s 6](#); [2001 c 207 s 9,10](#); [2006 c 202 s 5,6](#); [2010 c 343 s 6-9](#)

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:

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- (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; unless the vendee or owner establishes that the vendor or home improvement contractor had actual notice of 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; 2010 c 343 s 10

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.08 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.08, 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 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 warranty set 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; 2009 c 91 s 1

327A.05 REMEDIES.

Subdivision 1. New home warranties.

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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.051 HOME WARRANTY DISPUTE RESOLUTION.

Subdivision 1. Panel of neutrals.

(a) The commissioner of labor and industry shall maintain a list of persons who consent to serve as qualified neutrals for purposes of this section. The commissioner shall establish application requirements and qualifications for qualified neutrals, taking into consideration the education, experience, and training of the applicant, potential conflicts of interest, and that the purpose of the process is to assist parties in determining an agreeable scope of repair or other resolution of their dispute.

(b) As a condition of being included on the panel of neutrals identified in this section, the commissioner of labor and industry may charge each qualified neutral a fee of \$200 per year for the administration of the home warranty dispute resolution process.

Subd. 2. Dispute resolution process.

(a) The home warranty dispute resolution process required by this section is commenced by written application to the commissioner. A request must include the complete current address and full name of the contact person for each participating party.

(b) Within ten days of receiving a written request, the commissioner shall provide each party with a written list of three qualified neutrals randomly selected from the panel of neutrals established under subdivision 1. The commissioner shall also provide complete contact information for each qualified neutral.

(c) Within five business days after receipt of the list from the commissioner, the parties shall mutually select one of the three qualified neutrals identified by the commissioner to serve as the qualified neutral for their dispute. If the parties cannot mutually agree on a neutral, the vendor or home improvement contractor shall strike one of the neutrals from the list, the vendee or owner shall subsequently strike one of the remaining neutrals from the list, and the remaining neutral shall serve as the qualified neutral for the dispute resolution process. The parties shall notify the selected qualified neutral and the commissioner of the selection.

Subd. 3. Neutral evaluation; fee.

(a) The qualified neutral selected by the parties shall convene, and each party shall attend, an in-person conference of the parties. The qualified neutral shall select the date for the conference after consulting the parties. The conference must occur no later than 30 days after the neutral's selection, except by mutual agreement of the parties. In addition, the neutral shall collect from each party an administrative fee of \$25 and shall submit those fees to the commissioner no later than ten days after the completion of the conference.

(b) At least seven days before the conference, each party must provide the qualified neutral and the other party with all information and documentation necessary to understanding the dispute, or the alleged loss or damages.

(c) After reviewing the information and documentation provided by the parties and after consulting with the parties at the conference, the neutral shall issue to the parties a nonbinding, written determination, which must include, to the extent possible, findings and recommendations on the scope and amount of repairs necessary, if any. The qualified neutral shall mail the determination to each party within ten days after the conference.

(d) The parties shall share the expense of the qualified neutral's billed time equally, unless otherwise agreed. The neutral's billed time for evaluation of documents, meeting with the parties, and issuing a written determination must not exceed six hours, unless agreed to in writing by both parties. The neutral must identify the neutral's hourly rate to the parties.

Subd. 4. Alternative process.

If both parties agree, the parties may designate an alternative dispute resolution process in lieu of participating in the home warranty dispute resolution process established by this section. If the parties agree to an alternative dispute resolution process, they shall provide written notice of the agreement and a description of the selected process to the commissioner as soon as practicable, but no later than the date the parties are required to select a neutral under subdivision 2.

Subd. 5. Effect on future proceedings.

(a) The written determination issued by the qualified neutral and all communications relating to the home warranty dispute resolution process, except those between any party and the commissioner, are deemed confidential settlement communications pursuant to Rule 408 of the Minnesota Rules of Evidence.

(b) No party may use the written offer of repair provided by a vendor or home improvement contractor, a counteroffer to repair, or a written determination issued by the qualified neutral as evidence of liability in subsequent

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litigation between the parties. The qualified neutral may not be called to testify regarding the dispute resolution proceedings.

(c) Any amount paid by a party for the services of a qualified neutral under this section is deemed a taxable cost of the prevailing party in a subsequent litigation involving the same subject matter.

Subd. 6. Noncompliance with timelines; effect.

Failure to strictly comply with the timelines in this section shall not be grounds for dismissal of any claim brought under section [327A.05](#), provided that the parties establish good faith effort in complying with this section.

History: [2010 c 343 s 11](#)

327A.06 OTHER WARRANTIES.

The 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](#); [2009 c 91 s 2](#)

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 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](#); [2009 c 91 s 3](#)

327A.08 LIMITATIONS.

Notwithstanding any other provision of sections [327A.01](#) to [327A.08](#):

(a) the terms of the home improvement warranties required by sections [327A.01](#) to [327A.08](#) 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.08](#) shall not include products or materials installed that are already covered by implied or written warranty; and

(c) the warranties required by sections [327A.01](#) to [327A.08](#) must be set forth as written warranty instruments and must be included as part of the construction contract. The warranties and the exclusions under section [327A.03](#), the right to inspect and offer to repair under section [327A.02](#), [subdivisions 4](#) and [5](#), and the home warranty dispute resolution process under section [327A.051](#) must be conveyed in writing to the owner. Failure to comply with this paragraph is a violation of section [326B.84](#).

(d) If the warranties required by sections [327A.01](#) to [327A.08](#) are not provided to the owner in writing as required by paragraph (c), they are implied statutory warranties that have the same effect as if the vendor or home improvement contractor had complied with paragraph (c).

(e) The owner's right under this section to receive the written warranty required under this section may not be waived or modified by contract or otherwise. Any agreement that purports to waive or modify the right to the written warranty required under this section is void.

(f) This section does not limit the ability of the vendor or home improvement contractor and the owner to enter into the agreements permitted under section [327A.04](#), [subdivisions 2](#) and [3](#).

History: [1981 c 119 s 11](#); [1997 c 7 art 1 s 126](#); [2009 c 91 s 4](#); [2010 c 343 s 12](#)

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 and clean clothing on our jobs. You and your worker's general appearance should reflect good grooming habits. **Enough said!**

12. Indemnification: The Work performed by the Subcontractor (Trade Partner) shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole expense) and hold harmless Contractor, the Owner (if different from Contractor), affiliated companies of Contractor, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or

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damage to property, demands, damages, action, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Contractor or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

Daily Work Procedures

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

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 indoor 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,

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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/hour will be assessed if Castle has 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 Client'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 Client'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 Client's tools, equipment, cleaning supplies, or trash containers. Protection of our Client'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 612-789-8528.
2. We must have a copy of your Certificates of Insurance (general liability and 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 (1) year after substantial completion. Any manufacturer's warranties that exceed this one year period will be given to the Client 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.

Trade Partner Agreement

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 ensure 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 & 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.