

This **SUBCONTRACT AGREEMENT**, hereinafter called "Agreement", made and entered into as of the [redacted] day of [redacted] in the year [redacted]

BETWEEN the Contractor:

Collage Design and Construction Group, Inc.
dba The Collage Companies
585 Technology Park
Lake Mary, FL 32746

hereinafter called "Collage", and the Subcontractor:

[redacted]

Collage has made a contract for construction (hereinafter, the Prime Contract) dated: [redacted] with the Owner:

[redacted]

for the following Project:

[redacted]

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:

[redacted]

Collage Project Number | Cost Code:

[redacted]

Collage and the Subcontractor agree as follows.

ARTICLE 1. Description of Work.

§ 1.1 Subcontractor shall be responsible for layout and completion of all work included in this Agreement, including but not limited to providing all labor, materials, scaffolds, tools, hoisting facilities, cranes and equipment required to perform and complete the work included in this Agreement, for furnishing and installation complete of all required

(hereinafter called the "Work") in complete accordance with the Contract Documents and Addenda to date all as prepared by the Architect and to meet all local codes, ordinances and OSHA requirements, in accordance with this Agreement including all of its Exhibits. Performance of any of the Work constitutes Subcontractor's acceptance of the terms of the Subcontract Agreement.

ARTICLE 2. Time of Completion.

§ 2.1 Subcontractor shall complete the several portions and the whole of the Work included in this Agreement at or before the time or times hereinafter stated and/or in complete accordance with the Project Progress Schedule (hereinafter called the "Progress Schedule") which may be revised from time to time by Collage as the job demands all at no additional cost to Collage. The Progress Schedule may be reviewed in the Project field office at any time during reasonable construction hours, upon request.

§ 2.2 Time is of the essence in this Agreement. Subcontractor is aware that the Project contains provisions for the assessment of liquidated and/or other damages as outlined in the Contract Documents. In the event Subcontractor or its agent, employee or subcontractor in any way by act, omission or negligence cause delay or tend to cause delay to the progress of the Work which may cause any damage to Collage, whether liquidated or otherwise, Subcontractor shall protect, indemnify, defend and hold Collage harmless, for all liability, responsibility, obligation, cost (including attorneys' fees incurred through all levels of proceedings), claim or demand arising therefrom.

§ 2.3 Overtime. Collage, if it deems necessary, may direct Subcontractor to work overtime and if so instructed in writing by Collage, Subcontractor will work said overtime and, provided that Subcontractor is not in default in any of the provisions herein, Collage will pay Subcontractor for the actual premium portion of overtime wages at rates which have been preapproved by Collage plus taxes imposed by law on such additional wages. In no event shall Subcontractor be entitled to impact, acceleration or inefficiency costs or other damages of any nature arising out of or resulting from working overtime, acceleration or revising the schedule. If, however, Subcontractor delays or contributes to delay of the progress of the Work, Subcontractor shall, at its own cost and expense, work such overtime as may be necessary to recover the schedule and avoid delay to the progress and/or completion of the Project.

§ 2.4 Subcontractor agrees to provide Collage, upon request from Collage, all information necessary to verify lead times, manufacturing, fabrication and delivery schedules for all items to be furnished by Subcontractor as part of the Work. This information includes, but is not limited to, contact persons, phone numbers, PO numbers, and copies of purchase orders. This provision in no way shall be construed to limit or shift Subcontractor's responsibility to obtain necessary approvals and expedite and timely deliver materials to the project as required by the progress schedule to avoid schedule delays.

ARTICLE 3. Subcontract Sum.

§ 3.1 From the Prime Contract sum to be paid to Collage by the Owner, the sum to be paid to Subcontractor for the said Work included in this Agreement is:

\$ _____

(hereinafter called "Subcontract Sum") in current United States funds, subject to additions or deductions as herein provided; which sum shall be deemed to include all labor, material, supervision, general conditions, profit, permits, fees, inspection costs and/or taxes required by any division of the Federal, State or local government. Subcontractor expressly acknowledges that any payment obligation of Collage or its Surety is expressly conditioned upon a fully executed Subcontract and Collage receiving payment from the Owner for work performed by Subcontractor in addition to all other conditions of payment under the Contract Documents. Subcontractor assumes the risk of Owner nonpayment. Except if and as expressly otherwise provided in this Agreement, the Subcontract Sum shall compensate Subcontractor in respect to each and every obligation of Subcontractor arising hereunder.

§ 3.2 Alternates, Unit Prices and Allowances

§ 3.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price
Not Applicable	

§ 3.2.2 Unit prices, if any:

Item	Units and Limitations	Price Per Unit
Not Applicable		

§ 3.2.3 Allowances, if any, included in the Subcontract Sum:

Item	Price
Not Applicable	

§ 3.3 Taxes. Subcontractor, for the Contract Consideration stated herein, hereby accepts and assumes exclusive liability for, and shall protect, defend, indemnify and hold Collage and the Owner harmless from and against the payment of all Municipal, State, County and Federal taxes imposed by law, based upon payroll costs, materials furnished, or services rendered, including but not limited to, FICA taxes, State and Federal unemployment taxes, sales taxes, use taxes and personal property taxes levied or assessed against the Owner, or Collage, or Subcontractor arising out of either the acquisition by Subcontractor for the furnishing or installing by Subcontractor or by any of its subcontractors of materials, equipment, or of any other kind of personal property, or the furnishing of labor and/or services in connection with the Work. Where the law requires any such tax to be stated and charged separately, the total of all items included within the Work and the added tax shall not exceed the Contract Consideration stated herein.

§ 3.4 Monthly Requisition. On or before the 20th of the month Subcontractor shall furnish directly to Collage via email (invoices@collage-usa.com) an acceptable partial payment estimate for work performed by Subcontractor projected through the last day of the month on the form provided by Collage a copy of which is attached hereto as Exhibit "D". Monthly requisitions shall be accompanied by original partial releases of lien from all of Subcontractor's sub-subcontractors and materialmen for work performed and services rendered. If properly and timely submitted and approved, unless otherwise provided herein, Collage shall make partial payments to Subcontractor within ten (10) days following Collage's receipt of payment from Owner for Work performed by Subcontractor to the extent of Subcontractor's interest therein. Payment from the Owner is an express condition precedent to Subcontractor's right to payment from Collage and/or its Surety. This condition of payment governs all payment obligations of Collage and/or its Surety. Subcontractor shall earmark all payments made to its subcontractors and suppliers by identifying the Project referenced in this Agreement and include language on its remittances which limits the application of its payments to any outstanding balance on the Project referenced in this Agreement.

§ 3.4.1 The amount paid to Subcontractor shall not exceed the amount allowed and paid by Owner on account of Subcontractor's Work, less all previous payments, less ten percent (10%) retainage, less all charges for materials

or services furnished by Collage and properly chargeable to Subcontractor, and less all sums properly withheld by Collage as allowed by the terms of this Agreement.

§ 3.4.2 Subcontractor's failure to submit a proper and timely request for partial payment, together with all additional documentation required herein and by the Contract Documents, will result in the request for partial payment being held over for submission during the succeeding payment period.

§ 3.4.3 Subcontractor covenants that all sums paid by Collage to it shall be, and hereby are, impressed with a trust in favor of laborers, sub-subcontractors and materialmen furnishing labor and material to Subcontractor in connection with the Work, as well as in favor of any taxes, insurance premiums, or governmental fees owed in connection with the Work. Subcontractor will apply the payments received from Collage for these purposes before using any part thereof for any other purpose. Subcontractor shall, as often as requested by Collage, furnish an Affidavit showing the names and addresses of all persons who have furnished labor, equipment, services or materials in connection with the Work, as well as the amount due, or to become due to each such person, and the amounts paid to each such person by Subcontractor. In addition, and as further conditions precedent to Collage's payment obligation to Subcontractor herein, Subcontractor shall execute and deliver to Collage with each request for partial payment all of the following:

§ 3.4.3.1 A waiver and release in the form attached hereto as Exhibit "F";

§ 3.4.3.2 Subcontractor's proof, if requested, of its continued adherence to all licensing, insurance, bonding, and indemnity requirements of this Agreement;

§ 3.4.3.3 Subcontractor's furnishing of evidence satisfactory to Collage that Subcontractor has paid in full all persons, subcontractors or suppliers furnishing labor, equipment, services or materials in connection with the Work;

§ 3.4.3.4 Subcontractor's satisfaction or removal, by bonding or otherwise, of any lien or bond claim, or other claim against the Owner, Collage, or Collage's surety, by anyone claiming to have furnished labor, materials, equipment or services for the Project at the request of Subcontractor;

§ 3.4.3.5 Subcontractor's furnishing of all documentation or information required by the Contract Documents in connection with any payment request.

§ 3.4.3.6 The submission of evidence satisfactory to Collage that required as built drawings are being properly maintained;

§ 3.4.3.7 The absence of any material breach of this Agreement by Subcontractor;

§ 3.4.3.8 Written consent of surety on Collage's form if required by Collage.

§ 3.5 Trade Payment Breakdown. Prior to the submittal of its first partial payment requisition, and within ten (10) days of execution of the Agreement, Subcontractor shall furnish a breakdown of the Subcontract price for Collage's approval. The trade payment breakdown (Schedule of Values) shall be prepared on the form provided by Collage as included in Exhibit "D" and supported by such data as Collage or the Owner may direct, and shall be subject to Collage's approval. The total of scheduled values shall equal the Subcontract amount and shall be divided to show the true value of each phase of the Work and in such a manner as will facilitate progress payments to Collage from Owner and from Collage to Subcontractor. Each scheduled item shall show separately labor and material values, and shall include its proper share of Subcontractor's overhead and profit, unless Collage shall direct that overhead and profit be allocated by some other method. The approved breakdown shall not be used for any purpose other than as a basis for Subcontractor's requisitioning of partial payments. Collage's acceptance of the trade payment breakdown shall not be used against the interest of Collage in any subsequent dispute. Payment for mobilization, submittals, shop drawings, or samples shall not be allowed unless specifically approved by the Owner, and expressly conditioned of Collage's receipt of payment therefore from the Owner.

§ 3.6 Payments Withheld. Collage may withhold payment in whole or part on this Agreement and any other agreement between the parties to such extent as may be necessary in Collage's opinion to protect the Owner and Collage from loss because of

§ 3.6.1 defective Work not remedied;

§ 3.6.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to Collage and the Owner is provided by Subcontractor;

§ 3.6.3 failure of the Subcontractor to make payments properly to its Subcontractor's suppliers or vendors for labor, materials or equipment;

§ 3.6.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Subcontract Sum;

§ 3.6.5 damage to the Owner or work of Collage or another Subcontractor;

§ 3.6.6 reasonable evidence that the Work will not be completed within the Contract Time or that Subcontractor is causing or contributing to delay of the progress or completion of the Project, or that the unpaid Subcontract Sum would not be adequate to cover actual consequential damages or liquidated damages for the anticipated delay; or

§ 3.6.7 repeated failure to carry out the Work in accordance with the Contract Documents.

The amount withheld shall be sufficient to completely secure Collage and the Owner for any loss or damage, including legal fees and disbursements, which either may sustain. Should there prove to be any such claim after all payments are made, Subcontractor shall refund to Collage all monies that Collage or the Owner shall pay or become liable for in repairing said damage or defect discharging such lien on or claim against the Project and all expenses incurred in connection therewith and Subcontractor agrees to protect, defend, indemnify and hold Collage and the Owner harmless in respect to the same.

§ 3.7 Final Releases of Lien. Subcontractor shall present to Collage, with Subcontractor's Final Requisition, originals of all final Releases of Lien for payments paid or to be paid to Subcontractor which must include releases for materials and work performed and paid or to be paid to date from any and all subcontractors or suppliers to Subcontractor of material, labor, equipment services, etc., or anything else upon which a lien or bond claim may be based under applicable law unless earlier required by the Contract Documents. Said releases for materials, equipment services and work performed and paid or to be paid shall be on the form shown in Exhibit "F" and shall be presented prior to or simultaneous with receipt of payment by Subcontractor. Subcontractor shall cause any mechanic's lien filed through or under Subcontractor to be released, discharged or removed to surety bond (pursuant to Chapter 713, Florida Statutes) within ten (10) days from notice of filing thereof.

§ 3.8 Joint Checks. Progress or final payments may, at the sole discretion of Collage, be made in the form of checks payable jointly to Subcontractor and its creditors (including, without limitation, sub-subcontractors, material suppliers, laborers, labor unions, equipment suppliers and sureties), or by direct check payable to Subcontractor's creditors as provided herein. In the event Collage receives any notification from any such sub-subcontractor, supplier, laborer or other creditor claiming that Subcontractor has failed to timely pay any indebtedness for labor, materials, services, equipment, benefits or the like in connection with the work performed by Subcontractor on the Project, Collage may pay the amount of any such claimed liability and recover the amount thereof from Subcontractor, directly or by application of any portion of the Subcontract amount then or thereafter becoming due hereunder. Collage's authority to make payment of Subcontractor liabilities by joint check or by direct payment, as provided herein, is completely discretionary, and Collage has no legal or equitable obligation to any such third-party creditor. Subcontractor's failure to timely and satisfactorily explain in detail and justify its failure to pay any such creditor shall constitute an acknowledgment of the legitimacy of the debt claimed and a waiver of all claims against Collage on account of its making any direct or joint check payment to Subcontractor creditors.

§ 3.9 Final Payment. Final payment constitutes a waiver of all claims by Subcontractor against Collage, Collage's surety, the Owner and the Architect. Final payment by Collage to Subcontractor hereunder shall be subject to all conditions of this Subcontract which apply to partial payments, including, but not limited to, the occurrence of the following conditions precedent to Collage's obligation to make any payment to Subcontractor.

§ 3.9.1 Collage shall have received full and final payment from the Owner, including full payment for the Work of Subcontractor, upon which the liability of Collage and its Surety is predicated;

§ 3.9.2 Subcontractor's full and proper performance of all Subcontract requirements and the acceptance of Subcontractor's Work by Collage, the Owner and Architect;

§ 3.9.3 The presentment by Subcontractor of evidence satisfactory to Collage that the Project, Owner, Collage and its Surety are fully released from all claims and liens in connection with the Work of Subcontractor;

§ 3.9.4 The receipt of the consent, if requested, of Subcontractor's Surety, if any, to the making of final payment to Subcontractor;

§ 3.9.5 Subcontractor's satisfaction of all Project closeout, as-built drawing, written guarantee, product data, Operations and Maintenance Manuals, execution and return of all issued Change Orders, and other documentation required by the Contract Documents;

§ 3.9.6 Subcontractor's execution and delivery to Collage of a final project release, on the form attached as Exhibit "F".

§ 3.9.8 An Affidavit by Subcontractor, acceptable to Collage, and stating that all labor, material, equipment, services and other debts incurred in connection with the Subcontract Work have been fully paid or released; and Collage's receipt of original Final Releases of Lien from all Subcontractor's sub-subcontractors and materialmen and other lienors.

Within ten (10) days of the satisfaction of all conditions precedent to final payment as outlined above, a final payment shall be made to Subcontractor. Final payment shall constitute a waiver of all claims by Subcontractor against Collage, Collage's Surety, the Owner, the Architect, and the Project. Notwithstanding anything to the contrary herein or in the Contract Documents, Collage's actual receipt of full payment from the Owner is acknowledged by Subcontractor as a condition precedent to Subcontractor's right to bring any action for payment against Collage or its Surety. Subcontractor's full performance of this Agreement shall not excuse or waive this express condition precedent.

§ 3.10 Payments/Non-Acceptance. No payment made under this Agreement shall be conclusive evidence of the performance by Subcontractor of this Agreement, either wholly or in part, and no payment including final payment shall be construed to be an acceptance of defective work or improper materials, nor shall entrance and use by the Owner constitute acceptance of the Work hereunder or any part thereof.

§ 3.11 Right of Setoff. Collage shall have the express right of setoff against sums due Subcontractor under this Agreement for sums owed or claimed by Collage to be owed Collage (or an affiliate) by Subcontractor (or an affiliate) under or by virtue of this Agreement or any other agreement by and between Collage (or an affiliate) and Subcontractor (or an affiliate) or by operation of law.

§ 3.12 Payment Terms. In the event of a conflict between the payment terms of this Agreement and any other provisions in the Subcontract Documents or General Conditions, the terms of this Subcontract shall govern Subcontractor's rights and Contractor and its Surety's payment obligation.

ARTICLE 4. Safety and Security.

§ 4.1 Subcontractor agrees that the prevention of accidents and injuries to workers engaged in the Work under this Agreement is the responsibility of Subcontractor. Subcontractor agrees to comply with all safety precautions, laws, regulations, administrative and executive orders, OSHA requirements and codes as shall be applicable to the Work and to all safety regulations established by Collage, including but not limited to those described in the current edition of the Collage Safety & Security Manual and Collage Project Specific Safety Plan.

§ 4.2 Personal Protective Equipment (PPE) is to be worn by all workers at all times. Mandatory PPE includes hard hat, eye protection, Class 2 high-visibility vest or Class 2 high-visibility shirt, sleeved shirt and long pants. Additional task-specific PPE shall be worn as required, including hearing protection, gloves, face shields, fall-arrest systems, etc. It is Subcontractor's responsibility to ensure all workers are furnished appropriate PPE.

§ 4.3 Subcontractor is aware that Collage may require pre-work Project Orientation for each worker prior to beginning work on site. Workers shall display all required identification badges and/or project orientation hard hat sticker while working on project. Subcontractor's onsite workers may be required to attend periodic site-wide orientation, stand down, pre-activity safety meetings as scheduled by Collage.

§ 4.4 Subcontractor is liable for any fines levied or delays to job progress resulting from failure to comply with all safety precautions, laws, regulations, administrative and executive orders, OSHA requirements and codes. When so ordered, Subcontractor agrees to immediately stop any part of the Work which Collage or its designated representative deems unsafe until corrective measures, satisfactory to Collage, have been taken, and further agrees to make no claim for damages growing out of such stoppage, and Subcontractor hereby waives same. Should Subcontractor neglect to adopt such corrective measures, Collage may, but without obligation, perform corrective measures and deduct the cost from payments due to Subcontractor. All employees not complying with OSHA or Collage's safety requirements may be removed from the Project. Failure on the part of Collage to stop unsafe practices shall, in no way, relieve Subcontractor of its responsibility.

§ 4.5 To help ensure a safe, healthy and productive work environment for the employees of Collage and others, to protect Collage's property, and to assure efficient operations, Collage has developed and adopted a Company-wide policy establishing a drug and alcohol-free workplace. Collage reserves the right to test upon reasonable suspicion employees of subcontractors for the presences of drugs and/or alcohol, or to remove an employee from the premises for the remaining construction period.

ARTICLE 5. Extension of Time.

§ 5.1 Should Subcontractor's performance of this Agreement be delayed, hindered, suspended, disrupted, impacted, or otherwise interfered with or made less efficient for any reason beyond the control and without any fault of or contribution by Subcontractor, and provided such causes would entitle Collage to an extension of time under the Contract Documents, then the time herein fixed for the completion of Subcontractor's Work shall be equitably extended for a period equivalent to the time lost by reason of any or all such causes. Notwithstanding anything to the contrary elsewhere herein or in the Contract Documents, Subcontractor agrees not to make, and hereby waives, any claim for an increase in the Subcontract price or for damages or additional compensation on account of any delay, regardless of the extent or nature, hindrance, suspension, disruption, impact, interference (active or otherwise), acceleration or other cause which may entitle Subcontractor to an extension of time. If Subcontractor's performance is delayed solely as a result of causes for which the Owner or its agents are liable, and provided the Owner pays additional compensation to Collage for Subcontractor damages as a result of any such delays, then Collage will pass on to Subcontractor the portion of any such Owner payment which represents Subcontractor damages less Subcontractor's share of Collage's costs and expenses, including attorney's fees, incurred in seeking such payment. If any such payment from the Owner fails to designate specifically the extent to which Subcontractor delay damages are represented in the payment, then Collage, in its sole discretion, shall make that determination and Subcontractor agrees to be finally bound thereby.

Subcontractor's entitlement to a time extension, and the granting of the time extension to which Subcontractor is entitled hereunder, may be granted during the course of the Work, or in connection with the final payment to Subcontractor, at Collage's election, and the timing of the granting of the time extension shall be without cost or adverse consequence to Collage. Subcontractor's entitlement to an extension of time, or to recover delay damages or additional compensation actually paid by the Owner to Collage for Subcontractor's benefit, as provided for herein, are subject to each of the following conditions precedent:

§ 5.1.1 Within three (3) calendar days of the commencement of any condition giving rise to any delay, disruption or interference, unless a shorter time is required by the Contract Documents, Subcontractor shall notify Collage in writing of the delay or interference. The notice shall be provided in time and in form sufficient to allow Collage to comply with any notification to the Owner required by the Contract Documents.

§ 5.1.2 The notice of delay shall be submitted in sufficient detail, and with any requested supporting documentation, so as to demonstrate to Collage satisfaction the following:

§ 5.1.2.1 That the delay or interference was fully outside of Subcontractor's control;

§ 5.1.2.2 That the delay or interference delayed the critical path of the progress schedule;

§ 5.1.2.3 That there are no concurrent or other delays for which Subcontractor is responsible; and

§ 5.1.2.4 The proposed timing and nature of the reasonable and prudent steps to be taken by Subcontractor in order to mitigate the effect of the delay or interference.

§ 5.1.3 Subcontractor's failure to timely and fully comply with each of the aforementioned conditions precedent shall result in a waiver and release of any claims for time extensions, or for additional cost or compensation, which Subcontractor may have pursuant to this Agreement. Without limiting the foregoing, Subcontractor acknowledges that it will not be entitled to an extension of time for normal bad weather, or for conditions relating to the accessibility and character of the site which could have been taken into account prior to the execution of this Subcontract or commencement of the Work.

ARTICLE 6. Contract Documents and Obligations.

§ 6.1 Subcontractor assumes for the portion of the Work covered by this Agreement, all obligations placed upon Collage by the Contract Documents (i.e., the Prime Contract, the Plans, Specifications, General Conditions and other documents made a part of Collage's Contract for the project work) which Contract Documents are hereby made a part hereof. In the event that the Contract Documents and this Agreement have differing requirements, the most stringent requirement applies except that in regard to payment terms, this Agreement's provisions govern Collage and its Surety's obligation of payment to Subcontractor. Unless the context clearly requires otherwise, capitalized terms defined in the General Contract such as "Plans" and "Specifications" used in this Agreement shall have the meanings ascribed to them in the Prime Contract. Subcontractor specifically acknowledges that it has read and understands all portions of the Contract Documents referenced herein and listed on Exhibit "B", and that any provision or document required by the Contract Documents to be included in Collage Subcontracts for this Project are acknowledged to be included in this Agreement, even though the specific text may not be reprinted in this Agreement. All Contract Documents are available at all reasonable times at the office of Collage for further examination by Subcontractor.

§ 6.1.1 Dimensions. The dimensions given on the Plans and the Specifications are approximate only and Subcontractor shall take such measurements as will ensure the proper matching and fitting of the Work covered by this Agreement with contiguous work.

§ 6.1.2 Shop Drawings. Subcontractor shall, within thirty (30) calendar days from receipt of this Agreement, prepare and submit to Collage, for review by the Architect, Owner or the governing agency, such shop drawings, working drawings, coordination drawings, samples, brochures, cut sheets, etc., as may be necessary to completely describe the details and construction of the Work. Shop drawings shall be submitted in quantities as specified. Review of these shop drawings by Collage and/or the Architect will not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Plans and Specifications or properly matching and fitting the Work with contiguous work. All submittals shall be received by Collage at least fourteen (14) calendar days prior to the required date of submittal to the Architect or Owner.

§ 6.1.3 Contiguous Work. Should the proper and accurate performance of the Work included in this Agreement depend upon the proper and accurate performance of other work not included in this Agreement, Subcontractor shall use all necessary means to discover any defects in such other work and shall report the said defects in writing to Collage before proceeding with the Work, and shall allow Collage a reasonable time to remedy or cause the remedy of such defects. Failure to so notify Collage shall constitute acceptance of such other work. It is also understood and agreed that Subcontractor is aware of the necessity of working in cooperation with all other trades on the Project. It is further understood and agreed that Collage shall coordinate all of this work and that Subcontractor shall perform to Collage's satisfaction at all times in regard to progress and workmanship. Subcontractor shall be required to protect its own Work as well as the work of others during the performance of the Work and shall be responsible for damage to its own Work as well as the work of others caused by its acts, omissions or negligence.

§ 6.1.4. Coordination Information. Subcontractor is responsible for presenting to Collage all information necessary for the proper coordination of the Work. Information to be provided includes, but is not limited to, all required roughing-in requirements, sleeve locations, penetration locations, opening dimensions, fastening locations, and any other information required for proper coordination of the Work described in this Agreement with other work required for the job. All penetrations through slabs and structural elements must be approved by the Architect. Subcontractor acknowledges its Work will require multiple mobilizations.

ARTICLE 7. Changes.

§ 7.1 Collage may, at any time, and without notice to Subcontractor's Surety, make changes, additions and/or deletions to the Subcontract Work, but only upon written order of Collage's authorized representative. If any such written change directive by Collage, or other act or omission of Collage, is deemed by Subcontractor to require an increase in the Subcontract Sum or the Subcontract schedule, then Subcontractor shall notify Collage in writing within seven (7) calendar days of the date of the written directive or the occurrence of the act or omission. Subcontractor's notification to Collage shall include an explanation of the manner in which the Subcontract price and/or schedule are affected, with such detail and supporting documentation as Collage may require. Subcontractor's failure to fully and timely comply in writing with the requirements of this subparagraph shall constitute a complete waiver of any Subcontractor claim for additional compensation or an extension of time in connection with the directive, act or omission.

§ 7.2 If Collage requests that Subcontractor review a proposed modification to the project work for its impact on the Work, or if Subcontractor is requested to submit a change order proposal, Subcontractor shall respond in writing with a change order proposal within seven (7) calendar days from the date of the request, unless a shorter time is required by the Contract Documents. If the proposed change will affect Subcontractor's performance time or cost, Subcontractor's proposal shall identify any work items on Subcontractor's critical path affected by the change, and it shall include a proposed price for the change, consistent with the Subcontract and Contract Document requirements. The change order proposal price shall be supported by a cost breakdown which shall include a quantity survey, unit prices and unit labor hours, applicable markups for overhead and profit, and any other information requested by Collage. Subcontractor change order proposals that include additional costs or time shall be submitted in writing to Collage in sufficient time to allow Collage to comply with any applicable provisions of the Contract Documents or within seven (7) calendar days of the first occurrence resulting in it, whichever is sooner. If Subcontractor fails to timely and properly respond to a request for a change order proposal, or a request to review a proposed modification of the Work, Subcontractor agrees that it shall be bound by the good faith estimate of Collage with respect to the impact of the proposed change on Subcontractor's price and/or schedule, and that any such estimate submitted by Collage to the Owner shall establish the maximum equitable adjustment both in time and cost to which Subcontractor may be entitled. Payment and/or time extension to the Subcontractor shall remain in all respects contingent upon Collage's receipt of payment and/or time extension therefore from the Owner.

§ 7.3 Notwithstanding any inability to agree upon the appropriateness of a change order, or on the cost or time impact of that change order, Subcontractor agrees that it shall, if directed in writing by Collage, proceed with the performance of the directed work.

§ 7.4 Subcontractor shall keep accurate, detailed and separate records of the costs of any change and shall report such costs to Collage in the form and manner directed by Collage or as otherwise required by the Contract Documents. Subcontractor shall, if requested, furnish daily to Collage certified copies of all time sheets, receiving and inspection reports, and all other documents required by Collage to establish the cost or value of Subcontractor's changed work. Subcontractor's applications for payment shall be accompanied by certified copies of all pertinent payrolls, invoices and vouchers relating to the changed work.

§ 7.5 Work done on a time and material basis must be documented separately by Subcontractor, the documentation signed daily by Collage's authorized representative, and invoiced monthly not later than two (2) weeks following the month in which the work was performed. If work performed under a Collage directive extends beyond one (1) week, then a detailed statement must be forwarded by Subcontractor monthly, with the last statement marked "Final." Subcontractor's failure to strictly follow these time and material procedures will release Collage from all responsibility for payment for the work, regardless of whether Collage has signed for the additional work, since the parties agree that Collage's proper evaluation of such work can be performed adequately only if Subcontractor complies timely with each of the procedures outlined herein. Only Collage's Director of Operations, Project Manager or Project Superintendent is authorized to sign time slips or other documentation of work done on a time and material basis.

§ 7.6 Subcontractor shall sign and return subcontract change orders within seven (7) calendar days of receipt. Subcontractor's signing of a change order shall constitute a full, final and complete waiver and settlement of any and all claims and causes of action that Subcontractor has or may have in the future arising out of or relating to the change order, the events upon which the change order is based, or as a result of the impact of changed work on the unchanged work. No attempt by Subcontractor to reserve or preserve additional claim

rights, notwithstanding Subcontractor's acceptance of a change order, shall be effective unless Collage and Subcontractor shall both agree, in a separate writing signed by both parties contemporaneously with Subcontractor's acceptance of the change order, to the specific terms, conditions, scope and duration of such reserved rights.

§ 7.7 Subcontractor charges for changed work will be computed as follows:

§ 7.7.1 Owner Initiated Change Order. Subcontractor's reasonable and actual cost computed as stipulated in the Contract Documents plus Subcontractor's Overhead and Profit as stipulated by the Contract Documents or as otherwise approved by the Owner, Architect and/or Collage.

§ 7.7.2 Collage Initiated Change Order: Subcontractor shall be entitled to its reasonable, actual and direct costs of increased labor, material and equipment, but with no additional mark-up for Subcontractor overhead or profit.

§ 7.7.3 Subcontractor Charges to Other Subcontractors: Subcontractor shall be entitled to its reasonable, actual and direct costs of labor, material and equipment, but with no additional mark-up for overhead and profit.

§ 7.7.4 If a change in the work consists of both additions and deletions, any applicable overhead and profit shall be computed on the excess (if any) of the additive cost over deductive costs.

§ 7.7.5 In the event of any Collage backcharge to Subcontractor, not involving job delay or inefficiency, Collage shall be entitled to its actual costs of labor, material, equipment, supervision and Subcontractor costs, but without additional mark-up for Collage overhead and profit.

§ 7.8 Payment on account of pending changes or Change Orders shall be expressly conditioned upon Collage's receipt of such payment from the Owner for Subcontractor's changed work. Amounts paid on account of pending changes are provisional and not an admission of liability and shall be repaid to Collage on demand whenever Collage determines there has been an overpayment. Any costs incurred by Subcontractor as a result of oral change directives or writings not signed by an authorized representative of Collage shall be for Subcontractor's account, and Subcontractor waives any and all rights to claim from Collage or Owner for such costs or for additional performance time resulting from the performance of such work.

ARTICLE 8. Disputes.

§ 8.1 If any controversy or dispute shall arise between Collage and Subcontractor of any nature which the parties hereto do not promptly adjust and resolve, then upon written order from an executive officer of Collage, Subcontractor shall proceed so as not to delay the Work in accordance with such written order. In all events, Subcontractor shall file with Collage within seven (7) calendar days from the event giving rise to the controversy or dispute its written itemized estimate for the cost and/or time impact of performing the disputed work; otherwise, any claim of Subcontractor for such disputed Work shall be void.

§ 8.1.1 **Administrative Remedies.** If Subcontractor makes a claim in connection with (1) changes required by the Owner or (2) any dispute arising out of the Owner's or its authorized representatives' action, inaction or interpretation of the Contract Documents, or (3) any dispute arising out of inaccuracies, deficiencies, discrepancies or ambiguities in the Plans or Specifications, Subcontractor shall proceed in accordance with the administrative remedies provided for in the Contract Documents and shall exhaust its administrative remedies thereunder prior to commencing any other action as herein provided. Subcontractor shall bear the expense and the burden of prosecuting and proving any such claim against the Owner and shall give Collage adequate and timely notification in writing of any action it desires Collage to take on its behalf. If the dispute is not resolved as a result of the exhaustion of the administrative procedure set out in the Contract Documents, Subcontractor shall have the right to the pursuit of its claim in Collage's name against the Owner and/or its representative. In return, Subcontractor agrees that this right shall be its sole remedy, that it will accept the outcome of that action as a full and final determination of its claim, and that it will seek no further redress from Collage. In the pursuit of such a claim, Collage shall provide reasonable cooperation, shall be reimbursed for its cost in connection therewith (including reasonable attorney fees), and shall be entitled to the appropriate contractor mark-up out of any claim recovery. If certification of claims is required, Subcontractor covenants and agrees to furnish Collage with a

certification of any claim in a form satisfactory to Collage and agrees to protect, defend, (if requested), indemnify and hold harmless Collage from any losses, claims, damages or expenses (including attorney's fees and related costs at all levels of proceedings) Collage may suffer or incur, including those incurred as a result of Subcontractor's inability to support any part of its claim and/or a determination that such failure is attributable to misrepresentation of fact or fraud on the part of Subcontractor. Collage shall make payments to Subcontractor expressly contingent upon receipt of same from the Owner, and shall be paid net of all amounts chargeable to Subcontractor in this paragraph or otherwise under this Agreement.

§ 8.1.2 Arbitration. Unless otherwise provided for in the Contract Documents, all disputes under, arising out of, or related to this Subcontract will be settled by arbitration in accordance with the current Construction Industry Rules of the American Arbitration Association. It is expressly agreed that any dispute under this Subcontract shall be decided by a panel of three (3) arbitrators, at least two of which shall be members of The Florida Bar. The arbitration panel shall follow Florida law and shall be required to provide a written decision specifying the major findings of fact and rulings of law upon which the decision is based. The arbitration panel shall be empowered and authorized to determine entitlement to, and the reasonable amount of, attorney fees, paralegal fees, and costs, which shall include arbitrator fees, AAA filing and witness fees, and the expense of experts, to be awarded to the prevailing party in the arbitration. The arbitrator's award shall be confirmed in a court of competent jurisdiction in Florida.

§ 8.1.3 Consent to Joinder. In the event that Collage is a party to a lawsuit or arbitration, or other alternative dispute resolution proceeding, in which Subcontractor's performance is or may be an issue, Subcontractor hereby consents to be joined as a party to that arbitration, litigation, or ADR proceeding, should Collage so elect in the exercise of its sole discretion. Without joining Subcontractor in any such dispute with a third party, Collage may invite Subcontractor to participate in the assertion or defense of claims related to Subcontractor's work in any such proceeding; in which case Subcontractor shall share proportionally in the cost of that proceeding (including Collage's attorney's fees) and shall be bound by its outcome.

§ 8.1.5 Venue. Subcontractor agrees and consents to exclusive and sole venue for any lawsuit or arbitration arising out of or relating to this Agreement shall be in Orange County, Florida, and hereby waives venue in any other place or locale whatsoever. In the event that Subcontractor files an action or proceeding in another location or venue, Subcontractor shall be liable for Collage's attorney's fees and costs associated therewith as a condition of pursuing its claims in the proper forum.

§ 8.1.6 Work Continuation. Subcontractor agrees to continue the diligent performance of the Work and to proceed in accordance with the directives of Collage in the event of a dispute or controversy of any nature. Failure to proceed shall constitute a material breach of the Contract, regardless of the ultimate outcome of the dispute, it being understood and agreed that any controversy between the parties shall not constitute a basis to delay, suspend, disrupt or hinder the work, unless otherwise directed in writing by Collage.

§ 8.1.7 Damages. Subcontractor accepts complete financial responsibility for all the costs incurred by Collage resulting from any and all breaches of or enforcement of the terms of this Agreement and the Contract Documents, or damage to the Work or work of others or personal or bodily injury to any person resulting from the Work or the execution of the Work, and for complete performance all other covenants and conditions of this Agreement including without limitation any attorney's fees, expert witness fees, court and other costs incurred as a result of Subcontractor's acts or omissions, including but not limited to as a result of Subcontractor's making of a frivolous, exaggerated, unsupported or premature claim, and whether or not any litigation or arbitration proceeding shall have been initiated. Subcontractor agrees that Collage has the absolute right to issue a deductive Change Order for reimbursement of amounts contemplated herein, including for Collage's legal expenses.

ARTICLE 9. Inspection.

§ 9.1 Subcontractor shall provide sufficient, safe, and proper facilities at all times, for the inspection of the Work by Collage, the Owner, the Architect, and/or their authorized representatives in the field, at shops, or at any other place where materials required thereunder are in the course of preparation, manufacture, treatment, or storage. All workmanship shall be subject to the approval of the Architect and Collage. Any Work that is unacceptable shall be removed and replaced or repaired to their satisfaction. All costs of removal, repair or replacement shall be at

Subcontractor's sole cost and expense. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Collage to that effect, proceed to take down all portions of the disapproved Work, and remove from the Project all material, whether worked or unworked, which the Architect or Collage shall label as unsound or improper, or as in any way failing to conform to the Plans and Specifications and Subcontractor shall immediately make good all work damaged or destroyed thereby and replace all materials removed with proper materials.

ARTICLE 10. Failure to Prosecute.

§ 10.1 Should Subcontractor at any time refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or tend to cause by any action or omission the stoppage or delay of or interference with the work of Collage, other subcontractors or Owner's contractors on the Project, or fail in the performance of any of the agreements on its part contained herein, including insurance requirements, or become bankrupt or insolvent or go into liquidation either voluntarily or under an order of a court of competent jurisdiction or make a general assignment for the benefit of creditors, or to factor its accounts receivable, or otherwise acknowledge insolvency, Collage shall be at liberty (but without obligation), after three (3) days' written notice to Subcontractor, electronically mailed, mailed or delivered to the last known address of the latter, to provide through itself or through others, any such labor or materials, and to deduct the cost and reasonably anticipated costs and expense, including Collage's cost of supervision, thereof from any money due or thereafter to become due to Subcontractor under this Agreement or any other agreement between the Parties. Collage shall also be at liberty (but without obligation) to terminate the employment of Subcontractor for the said Work and to enter on the Project and take possession, for the purpose of completing the Work, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the Work, and to provide materials therefor. Subcontractor hereby assigns, transfers and sets over unto Collage all and every of the said materials, tools and appliances. Effective upon the termination of this subcontract pursuant to this provision, Subcontractor also assigns to Collage any agreements for the furnishing of labor, materials, services or equipment, provided Collage notifies Subcontractor of its acceptance of any such subcontracts or purchase order agreements. In case of such termination of Subcontractor, Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work is fully and finally completed and accepted by the Owner, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Collage in finishing the Work, terminating and replacing of Subcontractor, including legal fees and costs, such excess shall be paid by Collage to Subcontractor. If the cost and expense exceed the unpaid Subcontract Sum, then Subcontractor shall pay the difference to Collage. The expense incurred by Collage shall include the cost of furnishing materials and of finishing the Work, also any damage incurred by the default of Subcontractor. In the event of any breach or disagreement by Subcontractor, Collage shall be entitled to any available injunctive relief, it being recognized that the same may irreparably damage Collage for which there may be no adequate remedy at law. Subcontractor shall be liable to Collage for any and all damages, consequential and otherwise, attorney's fees and costs, arising out of any breach of this Agreement by Subcontractor. Any advances made by Collage pursuant to the terms of this Agreement shall bear interest from the date advanced or incurred at the maximum rate permitted by law. In the event that it is determined that a termination was not justified pursuant to this Article 10, then the parties acknowledge and agree that the termination shall automatically be converted to a termination for convenience under other terms of this Agreement.

ARTICLE 11. Loss or Damage to Work.

§ 11.1 Collage shall not be responsible for loss or damage to the Work included in this Agreement, including materials properly stored onsite or offsite, up to the time of final acceptance of the Work by the Owner, Architect and Collage. All materials damaged, lost or stolen shall be promptly repaired or replaced by Subcontractor at no cost to Collage or the Owner. Subcontractor shall be totally responsible for loss or damage, however caused, to materials, tools, or appliances of Subcontractor used or to be used in performance of work under this Agreement. After final acceptance of the Work by the Owner, Architect and Collage the risk of loss for damage to the Work shall be the responsibility of the Owner in accordance with the Contract Documents.

§ 11.2 Materials stored offsite may be paid for only if allowed in the Contract Documents and only if approved by the Owner and conditioned upon Collage's receipt of payment from the Owner therefore. Materials stored off site shall be the responsibility of Subcontractor and shall be insured for the full value by Subcontractor. Evidence of receipt and proper storage and insurance shall be submitted and approved by Collage as a condition precedent to payment for materials stored offsite. Subcontractor's failure to provide and maintain insurance for off-site materials shall not relieve Subcontractor for responsibility for materials stored off site.

ARTICLE 12. Cleaning.

§ 12.1 Subcontractor shall immediately and continuously clean and remove from contiguous work any materials, dirt or debris which was caused by the execution of the Work included in this Agreement; and Subcontractor shall clean up and remove daily from the Project all dirt or debris caused by the execution of the Work included in this Agreement. All floors shall be left in a broom clean condition immediately following work in an area. In the event of an accumulation of trash, waste materials, dirt or debris, or other refuse caused by Subcontractor and other subcontractors, then Subcontractor will contribute to a composite crew or pay a fair share of costs. If these areas are not properly cleaned, it is understood and agreed that Collage will complete the Work and all costs will be charged to Subcontractor.

§ 12.2 Should Subcontractor or Subcontractor's subcontractors of any tier or material suppliers cause damage to the Work or to the existing work or should pollution of any nature be caused by the execution of the Work of this Agreement, Subcontractor shall immediately replace the damage and/or clean up the pollution and restore the affected area to its original condition.

ARTICLE 13. Compliance with the Law and Permits.

§ 13.1 Subcontractor shall obtain and pay for all necessary permits, licenses and approvals pertaining to the Work and shall comply with all Federal, State and Municipal Laws, ordinances, rules and regulations and with the requirements of the Board of Fire Underwriters, or other body exercising similar functions, whether provided for by the Plans, Specifications and General Conditions, or not so provided for, without additional charge or expense to Collage, and shall be responsible for any and all correction of any violations thereof to the Work included in this Agreement; and Subcontractor shall protect, defend, indemnify and save harmless Collage from and against any and all loss, expense, damage, cost (including attorneys' fees incurred through all levels of proceedings) or injury caused or occasioned directly or indirectly by its failure to comply with the provisions of the said laws, ordinances, rules, regulations and requirements, and shall at any time upon demand, furnish to Collage an affidavit, in form satisfactory to Collage, showing such compliance on its part. Subcontractor shall not allow permits and licenses to lapse or expire for the duration of this Agreement. Permits and licenses which expire or lapse shall be renewed at no cost to Collage.

§ 13.2 Subcontractor will not use, during and in the performance of the Work, any facilities which have been listed or contemplated on the Environmental Protection Agency's (or any other governmental body's) list of violating facilities. Subcontractor will promptly notify Collage of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, or any other governmental body, indicating that facilities which Subcontractor is using or proposes to use in the performance of the Work are under consideration to be listed on the EPA's (or any other governmental body's) list of violating facilities. Subcontractor will include this requirement in every agreement with its sub-subcontractors, suppliers and vendors.

ARTICLE 14. Labor to be Employed.

§ 14.1 Subcontractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons performing any portion of the Work by this Subcontractor. If requested by Collage, Subcontractor shall provide evidence that Subcontractor and any Sub-Subcontractors are enrolled in the E-Verify System.

§ 14.2 Subcontractor will be responsible for disputes and claims by craftworkers over Work included in this Agreement and shall not employ workers or means which may cause strikes, work stoppage or any disturbances by workers employed by Subcontractor, Collage, or other contractors or subcontractors in any Work which is the subject of this Agreement or related to or in connection with the location hereinbefore mentioned. Should Subcontractor fail to carry out these provisions, Collage may, after three (3) calendar days' written notice sent by email and mail to Subcontractor, terminate this Agreement or any part thereof; and Collage may, for the purpose of completing the Work, enter upon the premises and take possession as described in Article 10, Failure to Prosecute.

§ 14.3 Subcontractor will furnish to the Project Site a competent superintendent and an adequate supply of workers and equipment to maintain the Progress Schedule and provide a safe and proper installation. Subcontractor's superintendent will maintain schedules and supervise the performance of Subcontractor's phase of work in coordination with Collage. Subcontractor's superintendent will deliver a daily report to the Collage field office with a copy via email each day

Subcontractor is working on the Project. The report will state the number of workers Subcontractor has on the Project that morning and the subdivision of same into categories (foreman, tradesmen, laborers, apprentices, etc.) and such other information as Collage may reasonably require. Subcontractor's daily report shall not be sufficient to provide written notice where otherwise required under this Agreement or the Contract Documents. Subcontractor's superintendent shall be subject to approval of Collage.

ARTICLE 15. Miscellaneous Provisions.

§ 15.1 Conditions Precedent. Should Collage not be selected as Contractor for the Project for any reason, or if the Owner should decide not to proceed with this Project for any reason, this Agreement is null and void without obligation of either party to the other. Furthermore, this Agreement is contingent upon Subcontractor being approved as an acceptable subcontractor by the Owner, Engineer and Architect. Collage shall not, by the issuance of a notice of intent to award a subcontract, or by any other action or inaction, incur any obligation to Subcontractor unless, or until, a duly authorized officer of Collage signs this Agreement.

§ 15.2 Subcontractor Due Diligence. Subcontractor has familiarized itself with the construction site and all site conditions, surrounding streets, nearby structures, utilities, access and congestion, and all laws, ordinances and regulations relating to the use of roads and alley ways, or which may in any manner restrict, interfere with, delay or otherwise affect the delivery, storage, handling, hoisting, rigging, or furnishing of any and all material, equipment or labor. Subcontractor agrees to comply with all reasonable requests and requirements of Collage with respect to site approaches, storage, access and staging, and further agrees that no additional charge shall be made by reason of any such conditions, laws, ordinances, regulations, restrictions or requests. Subcontractor further warrants that it has carefully studied the plans, specifications and other Contract Documents and confirms that it has found the Contract Documents adequate for the intended purpose.

Should during the course of Subcontractor's review of the Plans and Specifications discrepancies, conflicts or deficiencies be uncovered or should have been uncovered Subcontractor shall at once report in writing such discrepancies conflicts or deficiencies to Collage. Failure of Subcontractor to report such discrepancies, conflicts or deficiencies shall be deemed acceptance by Subcontractor that the Contract Documents are adequate and no claims will be made for such causes.

§ 15.3 Amenities. Subcontractor will be responsible for supplying ice, water, cups, dispensers, etc., for all of Subcontractor's employees during the course of the Work.

§ 15.4 Parking and Transportation. It is understood and agreed that parking and transportation required for Subcontractor's employees is a part of this Agreement and is to be paid for solely by Subcontractor.

§ 15.5 Breaks. All employee breaks from work shall be taken at designated stations.

§ 15.6 As-Builts. Subcontractor shall maintain current As-Built and Record Drawings for periodic review by Collage and Architect. Subcontractor shall provide at no cost to Collage, one (1) final set of final set of As-Built Drawings. As-Built Drawings are to be accurate and Subcontractor is responsible for said accuracy and correctness of said As-Built Drawings. Submittal of As-Built Drawings acceptable to Collage and the Architect shall be a condition precedent to final payment.

§ 15.7 Meetings. Subcontractor's attendance at all required meetings, including subcontractor coordination meetings, pre-construction meetings and pre-installation meetings, is mandatory. Subcontractor's authorized representative (Superintendent and/or Project Manager) shall attend weekly meetings.

§ 15.8 Commencement. Should Subcontractor commence Work prior to executing this Subcontract, Subcontractor agrees to be bound by all provisions of this Subcontract and the incorporated documents. The parties agree this provision is not intended to obviate the requirement in § 15.1.

ARTICLE 17. Assignment or Transfer.

§ 17.1 Neither this Agreement nor the monies to become due thereunder shall be assignable by Subcontractor without the prior written consent of Collage, and any assignment without such consent in writing shall vest no right or action in the assignee against Collage. Subcontractor shall not sublet the whole or any part of this Subcontract without prior written consent of Collage. The contract obligations assumed by Collage in this Agreement are not intended to benefit any third

party. In the event Subcontractor is a corporation or other business entity, a sale or other transfer of a majority interest therein, whether at one time or from time to time, shall be deemed to be an assignment hereunder, and therefore, shall be subject to the provisions of this Paragraph. This Agreement may be freely assigned, in whole or in part, by Collage. Upon any such assignment by Collage, Collage shall be released from any and all liability hereunder accruing from and after the date of said assignment.

ARTICLE 18. Termination for Convenience.

§ 18.1 Collage may, without cause, terminate this Agreement, in whole or in part, at any time upon written notice to Subcontractor. On the effective date of any such termination, Subcontractor shall discontinue performance of the Work and shall preserve and protect tools, construction equipment and facilities on site, materials and planned equipment purchased for or committed to the Work (whether delivered to the job site or on order), and Work in progress and completed (whether at the job site or elsewhere) pending Collage's written instructions. If requested, Subcontractor shall turn over the same to Collage, including title to materials and planned equipment, or dispose of same in accordance with Collage's written instructions. In the event of such termination notice, Subcontractor shall withdraw its employees and equipment from the work site on the effective date of the termination as specified in said notice (which effective date shall not be less than two days after the date of the notice), regardless of any claim Subcontractor may have against Collage. Subcontractor's failure to comply with the terms of the termination notice shall entitle Collage to bring an action for damages, including attorney's fees, and to withhold any payment then or thereafter due Subcontractor until Collage's damages are fully known, and/or to obtain immediate injunctive relief.

§ 18.2 Upon receipt of a termination notice, Subcontractor immediately shall advise Collage of its outstanding Sub-subcontracts or vendor agreements. Upon request from Collage, Subcontractor shall furnish complete copies of such agreements and documentation of the status of the performance of and payment. Subcontractor shall promptly make every reasonable effort to procure cancellation of all subcontracts and supply contracts; or, if directed by Collage, assign to Collage or Owner in form satisfactory to Collage sub-subcontracts and vendor agreements as designated by Collage, or Subcontractor shall take such other action relative to its sub-subcontracts and vendor agreements as may be directed in writing by Collage. Nothing in this paragraph shall be considered an agreement to assume or assumption of any liability of Subcontractor to its sub-subcontractors and vendors absent separate written agreement therefore signed by Collage or Owner.

§ 18.3 If the Prime Contract has been terminated by Owner, Collage shall not be liable to Subcontractor for any sum greater than that which Collage receives from Owner with respect to Subcontractor's performance, less any costs incurred by Collage in obtaining payment from the Owner. Subject to and expressly conditioned upon the foregoing, and except as may be limited by the terms of the Contract Documents, Subcontractor shall be paid the Subcontract amount due for that portion of the Work actually completed prior to the termination notice, plus reasonable direct costs of the close-out of the Subcontract. In no event shall Subcontractor be entitled to unabsorbed overhead, anticipatory profits or other damages or indirect costs. In no event shall the payments to Subcontractor, together with any sums previously paid, exceed the Subcontract price. Subcontractor acknowledges that Collage's receipt of payment from the Owner for the termination costs of Subcontractor identified herein shall be an express condition precedent to Subcontractor's right to any payment in connection with a Subcontract termination. As to labor, materials, service and equipment provided by Subcontractor, all obligations of Subcontractor shall survive termination of this Agreement, including, but not limited to Subcontractor's indemnity obligations.

§ 18.4 In the event Collage terminates Subcontractor for any cause under the terms of this Agreement, and it is later determined in any applicable disputes proceeding that such termination for cause was not justified, then the parties acknowledge and agree that the termination for cause shall automatically be converted to a termination for convenience under the terms of this Article.

ARTICLE 19. Guarantee and Warranty.

§ 19.1 Subcontractor hereby guarantees the Work to the full extent of the provisions of the Contract Documents.

§ 19.2 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Owner, Architect and/or Contractor, the Subcontractor shall provide satisfactory evidence as to the kind and quality of materials and equipment furnished or to be furnished.

§ 19.3 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents. Subcontractor shall execute and furnish such warranty documents as required by the Subcontract Documents.

§ 19.4 Included in the Contract Consideration are two walk-throughs at the project site to occur within the warranty period. Any defect in workmanship and materials found during these walk-throughs or through other means shall be repaired at no expense to the Owner, Architect or Collage. Failure on the part of Collage or the Owner to conduct this walk through or failure on the part of the Subcontractor to attend this walk through will not relieve Subcontractor of Subcontractor's responsibility to repair any defects, whether patent or latent.

§ 19.5 Should there be imposed upon Subcontractor by applicable law any implied warranty of fitness as to work or materials furnished by Subcontractor, nothing herein contained shall be construed as limiting such implied warranty obligation, and Subcontractor shall comply therewith, subject to the validity of any such law and any defense thereto which may be available to Subcontractor.

§ 19.6 Subcontractor shall pay for all damage to the Project resulting from defects in the Work and all expenses necessary to remove, replace and/or repair the Work and any other work which may be damaged in removing or repairing the Work.

ARTICLE 20. Indemnification.

§ 20.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless Collage and its officers, directors, agents, sureties or employees, from and against claims, damages, losses and expenses, including but not limited to reasonable attorney and paralegal fees, expert witness fees, court or arbitration costs arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, failure to maintain required insurance, or delayed, deficient, defective or incomplete Work, alleged to have been caused in whole or in part by the acts, omissions and/or default of the Subcontractor, and anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or recourse for damage caused by breach of this Agreement or negligence which otherwise exist.

§ 20.2 The monetary limitation on the extent of the indemnification provided hereunder by Subcontractor to Collage for damages caused in whole or in part by any act or omission of Collage or its officers, directors, agents, sureties or employees shall be subject to a monetary limitation of \$1 million dollars, two (2) times the Subcontract Sum or the limit of Subcontractor's insurance, whichever is greatest. The parties agree the extent of the **indemnification** in this paragraph bears a reasonable commercial relationship to the Subcontract and is part of the project specifications or bid documents, if any. However, such **indemnification** shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of Collage or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Subcontractor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

The parties agree that it is their intent that Subcontractor's indemnification obligation pursuant to this Article complies with Section 725.06, Florida Statutes and/or other applicable law.

§ 20.2 In claims against any person or entity indemnified under this Article by an employee of the Subcontractor, a sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or a sub-subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 20.3 Subject to the limitation in § 20.2, and to the fullest extent permitted by law, Subcontractor and its Surety agree to indemnify and defend, if requested, and to hold harmless Collage and/o Owner, their agents, employees, servants and sureties, of and from any loss, damage or expense (including legal fees, expert witness fees and other disputes procedure costs) incurred because of:

§ 20.3.1 Allegations of infringement of any letters patent or patent rights with respect to the work, materials or processes used by Subcontractor, its subcontractors or suppliers;

§ 20.3.2 Claims or liens for labor performed or materials used or furnished through or under Subcontractor;

§ 20.3.3 Subcontractor's failure, or the failure of any party for whom Subcontractor is responsible, to comply with applicable licensing, permit or code requirements;

§ 20.3.4 Subcontractor's failure, or the failure of anyone for whom Subcontractor is liable, to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to any safety, health or environmental requirement, as well as any governmental requirement with respect to the employment or payment of employees or independent contractors on the Project.

§ 20.4 To the fullest extent permitted by law, independent of its duty to indemnify, Subcontractor undertakes a separate duty to defend Collage, if requested by Collage, with respect to the claims, losses and causes of action identified herein. Subcontractor's duty to defend is defined as follows:

§ 20.4.1 Collage, in its sole discretion and at its sole option, may defend any or all of the covered claims, or tender to Subcontractor the defense of any or all of the covered claims. Upon any such tender, Subcontractor shall be bound and obligated to assume the defense of Collage with counsel satisfactory to Collage, and to pay, liquidate, discharge and satisfy any and all settlements, judgements, awards or expenses resulting from or arising out of the claims covered by this paragraph, without reimbursement from Collage;

§ 20.4.2 Subcontractor's duty to defend arises irrespective of the validity or invalidity of the claims made, and regardless of whether Collage undertakes to conduct its defense for a period of time or to participate in Subcontractor's defense of Collage or any party indemnified herein.

§ 20.4.3 If Collage tenders the defense of a covered claim to Subcontractor, and if Subcontractor fails or neglects to assume and diligently pursue the adequate defense thereof, Collage may compromise and settle or defend any such claim or action, and Subcontractor shall be bound and obligated to reimburse Collage for the amount expended in contesting, satisfying or settling any such claim, together with all reasonable attorneys' fees, expert witness fees, and all other costs of any disputes proceeding or defensive action.

§ 20.5 In the event of any loss, damage, claim or injury contemplated by this article, Collage may withhold from any payment due or thereafter to become due to Subcontractor an amount sufficient in Collage's judgement to protect, secure and indemnify it from any and all such claims, expenses (including legal fees and disputes proceeding costs), losses or damage. In the alternative, Collage, at its option, may accept from Subcontractor a surety bond in an amount, and from a surety, satisfactory to Collage and guaranteeing the indemnity protection required hereunder.

§ 20.6 Neither final payment by Collage, nor acceptance of the work performed by Subcontractor, nor the termination of this Agreement shall release or diminish the foregoing Subcontractor duties to indemnify and defend Collage and others.

§ 20.8 Subcontractor acknowledges and agrees that the first one hundred dollars (\$100.00) of the Subcontract Sum

represents the specific considerations for all of the indemnification provided by Subcontractor and required by the terms of this Subcontract and all other Subcontract Documents.

§ 20.9 The indemnification provisions hereof are separate from and in addition to liability of the Subcontractor to Collage for breach of this Agreement or for damages to the Work or the work of others caused by the Subcontractor in the performance of this Agreement, all as provided under § 8.1.7.

§ 20.10 The parties agree that Subcontractor's indemnification obligations pursuant to this Article and arising by law are also obligations of Subcontractor's surety, if any, and shall survive termination of this Agreement.

ARTICLE 21. Enumeration of Subcontract Documents.

§ 21.1 This Agreement is comprised of the following documents:

§ 21.1.1 Subcontract Agreement Between Collage and Subcontractor;

§ 21.1.2 Prime Agreement and Contract Documents between the Owner and Collage, including all exhibits thereto;

§ 21.1.3 Other Exhibits incorporated into this Agreement:

- A. Scope of Work
- B. List of Plans, Specifications and Reports
- C. Project-Specific Requirements
- D. Form of Monthly Requisition
- E. Insurance Requirements
- F. Form of Partial and Final Releases
- G. Form of Performance and Payment Bond (if applicable)
- H. Owner-Direct Purchase Procedures (if applicable)

§ 21.2 The Subcontract Documents form the Subcontract for Construction. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements either written or oral.

This Agreement entered into as of the day and year first written above.

CONTRACTOR (Signature)

SUBCONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

**EXHIBIT "A"
Scope of Work**

The Work includes, but is not necessarily limited to, the following.

SAMPLE

EXHIBIT "B"
List of Plans, Specifications and Reports

NUMBER	DESCRIPTION	DOCUMENT DATE	ISSUE DATE

EXHIBIT "C"
Project-Specific Requirements

The following requirements are specific to the Project and are hereby included in the Work.

- 1.

SAMPLE

EXHIBIT "D"
Form of Monthly Requisition

PAGE ONE OF 2 PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: The Collage Companies
585 Technology Park
Lake Mary, FL 32746
FROM CONTRACTOR: _____

PROJECT: _____

VIA ARCHITECT: _____

APPLICATION #: _____ Distribution to: Owner
PERIOD TO: _____ Const. Mgr
PROJECT NOS: _____ Architect
CONTRACT DATE: _____ Contractor

CONTRACT FOR: _____

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM _____ \$

2. Net change by Change Orders _____ \$

3. CONTRACT SUM TO DATE (Line 1 +/- 2) _____ \$

4. TOTAL COMPLETED & STORED TO DATE _____ \$
(Column G on Continuation Sheet)

5. RETAINAGE:

a. 10.0% of Completed Work _____ \$
(Columns D+E on Continuation Sheet)

b. 10.0% of Stored Material _____ \$
(Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet) _____ \$

6. TOTAL EARNED LESS RETAINAGE _____ \$
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT _____ \$
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE _____ \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE _____ \$
(Line 3 less Line 6)

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

CERTIFICATE FOR PAYMENT
In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work, is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____ \$
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are charged to conform to the amount certified.)

ARCHITECT: _____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

**EXHIBIT "D" (continued)
Form of Monthly Requisition**

Page 2 of 2 Pages

CONTINUATION SHEET
ATTACHMENT TO PAY APPLICATION
PROJECT:

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)							
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
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28										
SUBTOTALS PAGE 2										

**EXHIBIT "D" (continued)
Form of Monthly Requisition**

****TO BE SUBMITTED WITH PAYMENT APPLICATION****

SWORN STATEMENT/LOWER TIER SUBCONTRACTOR AND SUPPLIER LIST AUTHORIZATION FOR JOINT CHECKS

PROJECT NAME: _____

BILLING THRU DATE: _____ (LAST DAY OF MONTH)

	A	B	C	D	E	F
	Vendors/ Subs/ Suppliers/ Rental Equip etc. Name and Contact Info	Description of Labor & Material to be Furnished	Anticipated Total Cost	Previously Paid to Date	Amount this Request	Balance Due
Select <input type="checkbox"/> Joint Check Or <input type="checkbox"/> Current Waiver	Example Plastering 1122 Plaster Way, Orlando, FL 407.123.4567	Finishing Trade	\$ 1,000	\$ 200	\$ 200	\$ 600
Select <input type="checkbox"/> Joint Check Or <input type="checkbox"/> Current Waiver						
Select <input type="checkbox"/> Joint Check Or <input type="checkbox"/> Current Waiver						
Select <input type="checkbox"/> Joint Check Or <input type="checkbox"/> Current Waiver						
Select <input type="checkbox"/> Joint Check Or <input type="checkbox"/> Current Waiver						
Select <input type="checkbox"/> Joint Check Or <input type="checkbox"/> Current Waiver						
	SELF (Balance/Labor & Profit)					
TOTALS \$						\$

(Please use additional sheets as may be required.)

The undersigned affiant swears, certifies and warrants that the above list includes all lower tier subcontractors, suppliers, and other persons furnishing work, services, labor, materials, supplies or equipment to the undersigned or others working under the undersigned relative to the construction project. Collage Design & Construction, Inc. is allowed to rely on this information as true and correct and Collage Design & Construction, Inc. is hereby authorized (but not obligated) to write Joint Checks as indicated in Column E above, if unconditional Partial/Final Waivers are not provided prior to issuance of Subcontractor's check.

Subcontractor Authorized Signature (Owner or Officer) Authorized Name / Title

Sworn to and subscribed before me by means of physical presence or online notarization before me on _____, 2020, by _____ as agent for _____, who is personally known to me or produced _____ as identification.

Signature of NOTARY PUBLIC (SEAL)

**EXHIBIT "E"
Insurance Requirements**

1. General.

Subcontractor, at its sole expense, shall at a minimum provide and maintain in force and at all times during the performance of the Agreement, including any warranty or extended coverage period, the insurance set forth in this Exhibit or as may be required by the Contract Documents. Such insurance shall be with a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, shall be acceptable to the Design/Builder, and shall have a minimum A.M. Best's Company rating of "A" with a Financial Size Category of "VIII", or an equivalent rating by another rating authority acceptable to Design/Builder. All insurance coverage of Vendor shall be primary to and shall not require contribution from any insurance or self-insurance program carried by Design/Builder, Owner or any Additional Insured.

2. Evidence of Coverage.

No later than ten (10) days after the execution of the Agreement, and prior to the start of the Work, Subcontractor shall furnish Collage original Certificate(s) of Insurance and endorsements showing all coverage and limits required under this Exhibit to be in force. The Certificate of Insurance shall be the current ACORD form (see SAMPLE included as part of this Exhibit). Upon request, or as detailed below for special coverages, copies of endorsements or complete policies shall be provided to Collage.

3. Additional Insured.

The following entities are required to be listed as additional insured on all applicable policies, by endorsement, as their interests may appear:

- a. Contractor
The Collage Companies
585 Technology Park
Lake Mary, FL 32746
- b. Owner
- c. Other required entities

4. Commencement of Work.

No Work shall commence on the Project until all required Certificate(s) of Insurance are received and reviewed by Collage. Submission of any Certificate(s) of Insurance or endorsements to Collage for review evidencing insurance coverage and/or limits does not constitute approval or agreement by Collage that the insurance requirements have been met or that the indicated insurance policies are in compliance with the requirements of this Exhibit.

5. Expiration.

If any insurance provided pursuant to this Exhibit expires prior to the completion of the Work, warranty, or extended coverage period(s), a renewal Certificate(s) of Insurance shall be furnished to Collage at least thirty (30) days prior to the date of expiration. EACH POLICY MUST BE ENDORSED TO PROVIDE NO LESS THAN 30 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER OF IMPENDING CANCELLATION, NONRENEWAL, OR REDUCTION IN LIMITS. In the event of impending cancellation, nonrenewal, or reduction in limits of any policy, it shall be the Subcontractor's responsibility to notify Collage in writing and take immediate steps to obtain the required coverage or have the policy or limit reinstated without a gap in coverage. Should at any time Subcontractor not maintain the insurance coverage required in this Exhibit, Collage may cancel or terminate the Subcontract or Collage may, at its sole discretion, but shall not be obligated to, procure such coverage and charge the entire cost of procuring such coverage to Subcontractor, plus an administrative fee of 15% of the cost of such insurance. Collage shall be under no obligation to purchase such coverage, nor shall it be responsible for the coverage purchased or the insurance company used. The

decision of Collage to purchase such insurance coverage shall in no way be construed to be a waiver of its rights under this Exhibit or the Agreement.

**EXHIBIT "E" (continued)
Insurance Requirements**

6. Required Insurance and Minimum Limits of Liability.

- a. Workers' Compensation and Employer's Liability Insurance shall be maintained by Subcontractor for all employees and officers engaged in the Work, in accordance with the laws of the state of Florida. Even if Subcontractor is not required to carry such insurance or has elected to be exempt under applicable laws from providing Workers' Compensation and Employer's Liability Insurance, Subcontractor shall procure and maintain such insurance in accordance with the terms herein as if Subcontractor was required to carry such insurance or had not elected to be exempt. The limits of coverage shall not be less than:

\$1,000,000 Employers' Liability Limit each accident
\$1,000,000 Limit disease aggregate
\$1,000,000 Limit disease each employee

The policy shall be endorsed to waive all Rights of Subrogation against Collage, any Additional Insured and all other parties specified in the Agreement or Contract Documents. In addition, if labor is subcontracted or leased employees are utilized, a Certificate of Insurance reflecting Workers' Compensation coverage for all employees and officers must be provided by either the Leasing Company or Subcontractor. Leasing Companies must include an "alternate employer" endorsement for the Subcontractor and Subcontractor must be listed as a Named Insured or Subcontractor will be required to purchase a minimum premium policy.

- b. Commercial General Liability Insurance shall be maintained by Subcontractor and shall be issued or renewed on an "Occurrence" form CG 00 01 12 07 or equivalent. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

\$1,000,000 General Aggregate
\$1,000,000 Products-Completed Operations Aggregate
\$500,000 Personal and Advertising Injury
\$500,000 Each Occurrence
\$50,000 Damage to premises rented by you limit
\$5,000 Medical Payments, each person

Coverage shall include, but not be limited to:

1. Contractual Liability insuring the obligations assumed by Subcontractor under the Agreement and in accordance with the standard ISO CGL policy language.
2. Per Project General Aggregate Endorsement.
3. Explosion, Collapse, and Underground (XCU).
4. Premises and Operations.
5. Completed Operations
6. Personal injury.
7. Broad form property damage
8. Construction defect for the Work, including products and materials, required under the Agreement and performed by or on the behalf of the Vendor.
9. Waiver of Subrogation Endorsement in favor of all Additional Insureds.
10. Policy shall not contain exclusions or coverage gaps that are related in any way to the Work required under the Agreement or that will impact the ability of the policy to respond to the above requirements. Subcontractor and certificate issuer warrant that they have reviewed such requirements and that the policy does not contain such exclusions or gaps and a list of relevant, nonstandard, applicable exclusions will be attached to the Certificate as evidence of actual policy exclusions.

**EXHIBIT "E" (continued)
Insurance Requirements**

- c. Automobile Liability Insurance shall be maintained by Subcontractor, on an occurrence basis, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

\$500,000 Bodily Injury Liability Limit each person
\$500,000 Limit each accident
\$500,000 Property Damage Liability Limit each accident - or -
\$500,000 Combined single limit each accident

Collage and any party specified in the Agreement or Contract Documents shall be listed as Additional Insured. Waiver of Subrogation Endorsement shall be provided in favor of all Additional Insureds.

- d. Umbrella Liability Insurance or Excess Liability Insurance
When specified by Collage, Subcontractor shall maintain Umbrella or Excess Liability limits of an amount determined by Collage.

Collage and any party specified in the Agreement or Contract Documents shall be listed as Additional Insured. Waiver of Subrogation Endorsement shall be provided in favor of all Additional Insureds.

- e. Professional Liability Insurance
When specific by Collage or when required by Prime Contract, Subcontractor shall procure and maintain coverage and limits determined by Collage. Any deductible applicable to any claim shall be the sole responsibility of the Subcontractor and shall not be greater than \$100,000 each claim or as stipulated in the Prime Contract. The policy shall be endorsed to waive Rights of Subrogation against Collage.
- f. Pollution Liability Insurance
When specific by Collage or required by the Prime Contract, Subcontractor shall procure and maintain coverage and limits determined by Collage. Any deductible applicable to any claim shall be the sole responsibility of the Vendor and shall not be greater than \$10,000 each claim. Coverage must include Collage and/or others designated by Collage as an Additional Insured. The Insurance Company shall waive its Rights of Subrogation against Collage and any such Additional Insured.
- g. Exterior Finish Insulation Systems
When specified by Collage or when required by the Prime Contract, Subcontractor shall procure and maintain coverage and limits determined by Collage. Coverage must include Collage and/or others designated by Collage as an Additional Insured. The Insurance Company shall waive its Rights of Subrogation against Collage and any such Additional Insured.
- h. Other Miscellaneous Coverages
Collage reserves the right to request any insurance coverages that it deems necessary for the execution of the Work, which limits and terms will be specified by Collage.

**EXHIBIT "E" (continued)
Insurance Requirements**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
DATE ISSUED

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Contact Name	
Agency	PHONE (A/C, No, Ext):	FAX (A/C, No):	
Agency Address	E-MAIL ADDRESS: Contact Address		
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Carrier	NAIC # ####
		INSURER B : Carrier	####
		INSURER C : Carrier	####
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: 20-21 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	Policy Number	Effrt Date	Exp Date	EACH OCCURRENCE § 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) § 100,000 MED EXP (Any one person) § 5,000 PERSONAL & ADV INJURY § 1,000,000 GENERAL AGGREGATE § 2,000,000 PRODUCTS - COMP/OP AGG § 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	Policy Number	Effrt Date	Exp Date	COMBINED SINGLE LIMIT (Ea accident) § 1,000,000 BODILY INJURY (Per person) § BODILY INJURY (Per accident) § PROPERTY DAMAGE (Per accident) § Medical payments § 5,000	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	Y	Y	Policy Number	Effrt Date	Exp Date	EACH OCCURRENCE § 1,000,000 AGGREGATE § 1,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	Policy Number	Effrt Date	Exp Date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT § 1,000,000 E.L. DISEASE - EA EMPLOYEE § 1,000,000 E.L. DISEASE - POLICY LIMIT § 1,000,000
C	Contractors Professional/Pollution Liability			Policy Number	Effrt Date	Exp Date	Per Occurrence 1,000,000 Aggregate 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an additional insured with respect to the General Liability, including ongoing and completed operations, Auto Liability and Umbrella Liability as afforded by the policy and/or endorsements. When required by written contract, Waiver of Subrogation is granted with respect to General Liability, Auto Liability, Workers Compensation and Umbrella Liability to those parties as listed in said contract, including the Certificate Holder. The General Liability, Auto Liability and Umbrella Liability certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract. 30-Day Notice of Cancellation applies to General Liability, Auto, Workers Compensation and Umbrella policies.

CERTIFICATE HOLDER	CANCELLATION
Collage Design and Construction Group, Inc. 585 Technology Park, Suite 100 Lake Mary, FL 32746	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE

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EXHIBIT "F"
Form of Partial and Final Releases

Partial Release and Waiver of Claims

_____ ("the Undersigned") subcontractor or supplier, by its authorized representative, for and in consideration of the sum of \$ _____ and other good and lawful consideration paid by or on behalf of Collage Design & Construction Group, Inc. d/b/a The Collage Companies ("Collage"), the receipt whereof is hereby acknowledged, _____ releases and discharges Collage and its surety from any and all claims whatsoever through _____, on the construction project known as:

located at _____ in the City of _____ and that State of _____

FURTHER, and in addition to the foregoing, said Undersigned does hereby waive, relinquish and release any mechanic's, materialman's or construction lien against the Owner _____ and the real property on which the project is located.

FURTHER, and in addition to the foregoing, said Undersigned does hereby expressly release, waive and relinquish any and all right or claim it may have under any surety payment bond for the above project

The undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or material men from which it has acquired materials incorporated in the project and any lien or bond claimant relating to the Undersigned's work have been paid in full and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any claim, demand or lien against the project. The Undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full. This waiver and release does not cover any retention, or labor, services, or materials furnished after the date specified.

Signed _____, 20____.

COMPANY NAME:

Signature

BY: _____
(Print or type Name)

ITS: _____
(Corporate Officer or Owner or Authorized Individual)

STATE OF _____ **COUNTY OF** _____

The foregoing document was acknowledged before me on _____, by _____ who is () personally known to me or () produced _____ as identification.

_____ My Commission Expires: _____
(Notary Public)

(Seal)

**EXHIBIT "F" (continued)
Form of Partial and Final Releases**

Final Release and Waiver of Claims

_____ ("the Undersigned") subcontractor or supplier, by its authorized representative, for and in consideration of the sum of \$ _____ and other good and lawful consideration paid by or on behalf of Collage Design & Construction Group, Inc. d/b/a The Collage Companies ("Collage"), the receipt whereof is hereby acknowledged, releases and forever discharges Collage and its surety from any and all claims whatsoever arising out of the construction project known as _____ located at _____ in the City of _____ and that State of _____

FURTHER, and in addition to the foregoing, said Undersigned does hereby waive, relinquish and release any mechanic's, materialman's or construction lien against the Owner _____ and the real property on which the project is located.

FURTHER, and in addition to the foregoing, said Undersigned does hereby expressly release, waive and relinquish any and all right or claim it may have under any surety payment bond for the above project

The undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or material men from which it has acquired materials incorporated in the project and any lien or bond claimant relating to the Undersigned's work have been paid in full and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any claim, demand or lien against the project. The Undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

Signed _____, 20____.

COMPANY NAME: _____

Signature _____

BY: _____
(Print or type Name)

ITS: _____
(Corporate Officer or Owner or Authorized Individual)

STATE OF _____ COUNTY OF _____

The foregoing document was acknowledged before me on _____, by _____ who is () personally known to me or () produced _____ as identification.

(Notary Public) My Commission Expires: _____

(Seal)

EXHIBIT "G"
Form of Performance and Payment Bonds (if required)

Not applicable.

SAMPLE

EXHIBIT "H"
Owner-Direct Purchase Procedures (if required)

Not applicable.

SAMPLE