



CMB Here to Help LLC

260-782-1213

cmbheretohelp@gmail.com

www.cmbheretohelp.com

TRADE PARTNER AGREEMENT

Business Name: _____

Contact Name: _____

Address: _____ City, State, Zip: _____

Office Phone: _____ Mobile Phone: _____

Email: _____

Do you have General Liability? (Yes or No) _____

Do you have Workers Comp? (Yes or No) _____

Can you provide a W9? (Yes or No) _____

If no, do you have workers comp exempt certificate?
(Yes or No) _____

Trade Partners working on CMB Here to Help LLC projects must submit a W9, certificate of liability and worker's compensation insurance naming CMB Here to Help LLC as Certificate Holder with the following information. If you do not have workers comp, you must supply a workers comp exempt certificate.

Certificate Holder:

CMB Here to Help LLC
429 E Dupont Rd #1156
Fort Wayne, IN. 46825

Description of Operations/Special Provisions:

CMB Here to Help LLC is listed as additional insured

CMB HERE TO HELP LLC REQUIRES THAT ALL INSURANCE PAPERWORK AND W9 IS ON FILE BEFORE PAYMENT IS PROCESSED

*You will be mailed a form 1099 indicating the amount CMB Here to Help LLC has paid you for the year.
It is your responsibility to calculate and pay your own taxes.*

Please submit signed Trade Partner Agreement to cmbheretohelp@gmail.com

TRADE PARTNER RESPONSIBILITIES

WORKMANSHIP AND PROFESSIONALISM: You should perform every job as if it were your best job. Not only is your name on it, but so is ours. The workmanship must meet or exceed the standard set forth in your particular industry standards. The Trade Partner must not take away clients on the side and if any work is requested by client, to follow up with CMB Here to Help LLC to run the project through them.

TERMS AND CONDITIONS OF WORK: Trade Partner will use all means necessary to discover any defects in the work of other contractors if its work depends on the proper, workmanlike or accurate performance of any work by another contractor. Trade Partner must report any defects to Contractor, in writing, before proceeding with its work.

Trade Partner will not claim additional work unless pursuant to a written order from Contractor. Trade Partner will notify Contractor of these claims in writing before requesting payment. Unreported additional work claims will be considered as abandoned.

INDEMNITY: Trade Partner's undertaken work shall be solely at its own risk. To the maximum extent permissible by law, Trade Partner agrees to defend, indemnify, and absolve all indemnified parties from any claims related to bodily injury and property damage (excluding damage to the work itself), along with any resulting property loss, arising from or associated with the work, materials, or services provided by Trade Partner, its subcontractors, or any individual employed by them directly or indirectly under this agreement.

The term "Indemnified parties" encompasses the Contractor, Owner (if distinct from the Contractor), associated entities, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and their assigns.

"Claims" refer to all assertions for bodily injury, death, or property damage, including demands, damages, actions, causes of action, suits, losses, judgments, obligations, as well as any liabilities, costs, and expenses such as investigative and repair costs, attorneys' fees, and consultants' fees.

Trade Partner is not required to indemnify or defend the Contractor or Owner for claims arising solely from the negligence or willful misconduct of the indemnified parties. The obligations undertaken under this agreement shall not be interpreted to diminish, restrict, or diminish any other indemnity rights or obligations that may otherwise exist for a party or individual outlined in this agreement.

The indemnification and defense responsibilities of the Trade Partner outlined in this contract apply to claims that arise both during the term of this agreement and after its termination. These obligations persist until it is conclusively determined by applicable laws that all actions against the indemnified parties for such matters covered under this agreement are fully and permanently prohibited.

INSURANCE: Prior to starting work, the Trade Partner is required to furnish the Contractor with certificates of insurance demonstrating that the Trade Partner, along with its employees, agents, and subcontractors, is adequately covered. This insurance should encompass sufficient protection for workers' compensation obligations, employer's liability, and automobile liability. In the event of termination of any of these policies, the Trade Partner must promptly supply the Contractor with certificates of insurance evidencing replacement coverage.

All coverage must be placed with insurance companies duly admitted in Indiana and must be reasonably acceptable to Contractor.

All Trade Partner insurance carriers rating should be rated as B+ or better per AM Best.

The Trade Partner's insurance policy must include the Contractor as an additional insured party. This coverage must extend to the Contractor regardless of whether a claim is under litigation. Additionally, the additional insured coverage should function as primary insurance, taking precedence over any other insurance provided to the owner and Contractor.

Each certificate of insurance must stipulate that the insurer is obligated to provide written notice to the Contractor in the event of cancellation or termination of the Contractor's coverage, with a minimum notification period of 30 days.

Trade Partner must furnish the Contractor with new and replacement certificates of insurance and additional insured endorsements at least two weeks before the expiration, cancellation, or termination of any policy mandated by this agreement.

Trade Partner must provide Contractor with a waiver of subrogation from each of Trade Partner's insurers on commercial general liability in favor of Contractor with respect to losses arising out of or in connection with the work.

In addition, Trade Partner must provide Contractor proof of insurance with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 2010 and CG 2037 (or substitute forms providing equivalent coverage). Trade Partner is responsible for maintaining this insurance policy.

Trade Partner is required to obtain a workers' compensation insurance policy that encompasses all of its work and performance. This policy should offer coverage for all employees, executive officers, sole proprietors, partners, and members of a limited liability company, in accordance with the amounts mandated by all relevant laws.

The coverage available to Contractor, as additional insured, in the types of insurance policies mentioned above must be at least:

- \$1 million for each occurrence (bodily injury and property damage);
- \$2 million for general aggregate (subject to a per project general aggregate provision applicable to the project);
- \$2 million for products/completed operations aggregate; and
- \$1 million for personal and advertising injury limits.

JOBSITE SAFETY: Trade Partner agrees that the safety of workers engaged in the work under this agreement is solely its responsibility. Trade Partner specifically agrees to take appropriate precautions to ensure the safety of all persons, including, but not limited to, its own employees and other contractors and subcontractors and their employees, whose safety might otherwise be jeopardized by any risk of harm relating to or arising out of the work.

DUMPSTERS AND JOB SITE TRASH: There is always debris on projects. If there is a dumpster on site, please don't assume that it is there for you to use. Check with the Project Manager before you or any employees dispose of trash in a dumpster. Unless otherwise directed, make arrangements to clean up and carry your trash off for disposal.

LOCKBOXES: CMB Here to Help LLC often uses lock boxes for convenience on projects. The code can be obtained by the Project Manager. Make sure to lock the property when you leave and put the key back in the lockbox.

SMOKING AND TOBACCO USE: CMB Here to Help LLC has a no tobacco use policy on their job sites. Do not smoke or dip on a job site please.

PERMITS AND INSPECTIONS: It is the responsibility of each specialty subcontractor to apply for and obtain a permit when required for the work they are going to perform on a project. Trade Partner must have a signed subcontract agreement before seeking a permit.

ACCEPTANCE OF WORK: Your work must be accepted by a representative of CMB Here to Help LLC before you can be paid. Additionally, the customer must approve of the work you are claiming on your invoice. Incomplete work will result in withheld payment or back charges.

WITHHELD PAYMENTS AND BACK CHARGES: In the event that the Project Manager finds a legitimate reason to withhold payment or back charge your invoice he will notify you in writing. Money may be withheld for the following reasons: incomplete work, unsatisfactory workmanship, trash or debris left on site, failure to pass inspection by any municipality, insurance or license changes occur without notice to CMB Here to Help LLC.

CHANGE ORDERS: Change orders must be agreed upon and put in writing to be signed by both parties before any changed work is to begin.

INVOICES AND PARTIAL OR PROGRESS PAYMENTS: Invoices must be submitted when work is completed for payment processing. Draw requests will also need an invoice submitted for payment processing. Partial payments/draw requests must be set up and agreed to before you sign your subcontract agreement for a project. Invoices must have the Trade Partner's name, address and phone number as well as the customer's name and address and the amount you are invoicing. All projects must be invoiced separately. Contractor will make payments on Fridays.

PUNCH LIST: You agree to perform all punch list related tasks before final payment is received. In the event that there is a delay in completing a project, a retainage may be withheld from your final payment until these tasks are completed.

Your signature indicates that you have read and received a copy of this agreement.

Print Name

Sign Name

Date