



Contractors Wanted

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If you are a general contractor with high ethical and work standards who is looking to develop a long-term relationship with a well-established real estate development firm that will provide you with a steady stream of work and pay you a fair price for the work you do—when you complete it, not weeks or months later—then we are looking forward to meeting you soon.

Who We Are RealtyWithRich is a professional, full service real estate solutions firm that focuses on buying and selling properties throughout Coachella Valley. We specialize in buying distressed homes, renovating, and reselling them to retail home buyers and landlords. Founded by Richard and Pauline Owens, RealtyWithRich is excited to be part of the area's renaissance and we aspire to continue contributing to the economic rejuvenation of Palm Springs and its neighborhoods.

Our goal is to re-develop a large number of single family and multi-family properties throughout the Valley with the intention of revitalizing communities and encouraging home ownership. Our mission is to rejuvenate neighborhoods and increase the standard of living by improving the overall quality of housing for the residents.

Important Facts About RealtyWithRich

Leading full service real estate solutions company in Coachella Valley, specializing in buying and selling homes

We provide solutions for homeowners and value for investors and buyers by locating and renovating distressed properties

Our goal is to provide the absolute highest level of service to our clients

Our Mission When a passion for real estate is combined with talented individuals who have an uncompromising drive to succeed, amazing things will happen. At RealtyWithRich, it's our goal to not only have a positive effect on ourselves and our families – but also to inspire, motivate and create lasting change in everyone we encounter. We will treat our clients and team members with respect at all times. One of our motto's is "People first...profit second." Our company will dedicate itself to everlasting education and professional growth that will make the leaders of tomorrow.

Short-term Goals As well-established real estate professionals, we are in this business for the long haul. We place a high priority on developing long-term relationships with our customers and our contractors so that we all achieve our goals.

Our short-term goal is to aggressively expand the presence of our business in surrounding markets. Our business began in 2015 within the greater Washington, DC market. There we surpassed our expectation and anticipate doing the same since relocating to the desert first quarter of 2018. Our current annual projection is to renovate two or more homes a month. Rehab budgets on our projects range anywhere from \$50,000 to \$150,000. Typical project timeframes generally run from 1-6 months. Our goal is to turn around our projects at a rapid pace so we can get paid as quickly as possible and use those profits to immediately start on the next rehab. This ensures that we and our contractor teams have a steady supply of work.

Long-term Goals

Our long-term goal is to grow our operations into multiple target markets across the Valley in the coming years. We will accomplish this goal by following a systematic process and working with those associates that exhibit superior professionalism, integrity, skill, and efficiency. This systemized process has enabled our national network of investors to renovate nearly 1,000 homes over the past decade.

Why Our Model Works

- Speed and efficiency in the rehab process
- Quality of workmanship
- Community appreciation
- Mutual respect for everyone's time involved
- Integrity of product delivered to the marketplace

We actively strive to increase homeownership within the communities we redevelop, and improve the quality of life for the people who live in them by providing quality homes for a reasonable price.

What this means for you is we will create a growing stream of rehab projects for our contractors to work long into the future, providing our affiliated contractors with a reliable source of projects for many years to come.

Our business strategy—which has proven to be very successful for us—is to purchase undervalued 1-8 unit residential properties, renovate them to a highly desirable condition, and sell these properties directly to single-family homebuyers or investors as quickly as possible after completion.

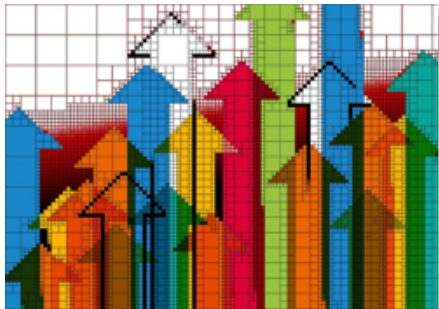
To generate value, we focus on aggressive project management coupled with the use of highly skilled and professional independent contractors to complete our renovations. In addition, we employ proactive marketing tactics to pre-sell our properties during the rehab stage. This gives us a head start that often enables us to sell our properties before the paint has even dried on them. Successful execution of these strategies rely on the high quality of work performed by our contractors, which is why we put such

a high premium on finding the best contractors in the area and then developing long-term, mutually beneficial win-win relationships.

Why Many Love Our System

We work hard to create positive and productive mutually beneficial relationships with our affiliated businesses and contracting teams. We strive to assist in the business development of our contracting teams with a goal of mutual growth and continued, long-term success. The use of our proven construction rehab system results in a more predictable and efficient process which consistently creates a superior product and increased profit for our contractors. Here are just a few of the benefits of working with RealtyWithRich.

We Love To Pay Our Contractors Let's get this straight right up front. Unlike some companies you may have worked with in the past, we love to pay our contractors. Really. We know you've got a business to run and bills to pay—so do we. We understand that when you complete a



payment milestone that you want to get your payment as soon as possible. And we know that it's in our interest to have a committed, happy contractor as a partner. So we will pay you—and pay you promptly—as the work is completed in the stages laid out at the onset of the project.

Consistent Work Flow Our business strategy is to purchase distressed residential properties, and then renovate and sell them to retail homebuyers and landlords. We have a dedicated acquisition team constantly scanning the market for properties that meet our investment profile. Finding properties to give us a steady supply of projects for you and your team is critical to our success as a real estate investment company.

We also work with a national group of investors who provide us with the funding we need to finance our aggressive approach to buying, rehabbing, and selling properties in short timeframes. This resource of funds allows us to buy properties quickly and consistently.

We Will Help You Get New Business Within Our Network We pride ourselves on having a strong foundation of real estate knowledge and training. Our core business lies within our systems, education, and knowledge of the real estate industry. We didn't just become a real estate investor overnight. We have spent thousands of dollars on education and systems that allow us to be successful in this business and do it the right way the first time. We actively share our knowledge with our contractors, providing them with the information they need to help develop their own businesses and create long-term success—for themselves and for their workers. Renovating several homes a month generates tons of old and new clients asking for renovation advice, and more important, a “Good Contractor.” We believe wholeheartedly in recommending the people who help support our growth and would gladly recommend you and your team.

We Will Make Your Life Easier We have a proven system in place with a pre-determined Scope Of Work containing all the details of the renovations in one spot, making life much easier for our contractors.

We select all the materials that will go into our homes, and we clearly lay out everything that we want done by our contractors, so that they can focus on doing the work they do best—contracting.

Working within our system will allow you to move from job to job to job, and not have to worry about where your next job is coming from. We always hear from our contractors that one of the best things about

working within our system is how every component in the Scope of Work is line-itemed. We know time is money for both of us, so we do the extra work on the front end to make sure our budgets and timeframes are very accurate.

Sample Scope of Work

Description:

This 1456 SF home has a 9583 SF lot and was built in 1964. There are three bedrooms and two baths, a living area, full kitchen and separate indoor laundry.

Please Note: We are looking for speed with efficiency, cleanliness of job site, and an overall professional well finished product. The project is to be completed from the outside in. Quote should include all labor and incidental materials including hauling and removal of unwanted and unused construction debris. **Lastly, before inspection of the property for final punch list the home should be prepped with a thorough cleaning of all windows and floors to the owner's satisfaction.**

EXTERIOR:

DEMO:

- Remove all trash and debris from yard
- Remove shed from west side of garage
- Remove free-standing shed in backyard
- Remove trim molding around doors/windows/garage
- Remove shutters-do not replace



GENERAL:

- Paint entire house per color scheme (**paint provided by RealtyWithRich**)
- Install new exterior lighting – (**provided by RealtyWithRich**)
- Install and refit new front single entry door in place of double doors. Install new brushed nickel hardware. – (**provided by RealtyWithRich**)
- Repair/paint any damaged wood and stucco on the exterior of the house and garage
- Install new wood fencing from house to block walls on both sides of the house.
- Remove wall A/C unit in dining area and close opening
- Remove hot water heater and close opening

| Color | Location | Color Code | Finish |
|--------------------------------|---|------------|------------|
| TBD | Exterior | 6006-2A | Flat |
| TBD | Exterior Trim | 7006 | Flat |
| TBD | Front Door/Pergola | | |
| Extra White (Sherwin Williams) | All ceilings | 7006 | Flat |
| TBD | Bathrooms | SW 6126 | Semi-Gloss |
| TBD | Living/ Dining/ Halls, Laundry, Kitchen, Bedrooms | SW 6126 | Flat |
| Extra White (Sherwin Williams) | All Trim & Doors | SW 7006 | Semi-Gloss |

ROOF:

- Inspect roof and repair as needed
- Clean all debris off roof
- Inspect and make sure all vents stacks and roof vents are sealed correctly (**Use appropriate UV materials**)

POOL: (RealtyWithRich to sub)

- Build new swimming pool with heater, spa, and tanning deck
- Pour concrete pad in back yard from pool to house

LANDSCAPING: (RealtyWithRich to sub)

- Removal all debris in front and back yard
- Remove all weeds in front and back yard
- Design low maintenance desert scape front and back
- Add a variety of stone sizes/textures/colors consistent with desert scape design
- Install outdoor wood burning square fire pit
- Trim all trees/shrubbery as needed
- Plant drought tolerant plants in planters and add stone (front)
- Plant drought tolerant plants (back)
- Test and repair irrigation system as needed
- Grind stump in front yard
- Add substantial rock crawler plant in front yard between house and garage
- Breakdown planter wall and connect ends back to house – stucco smooth surface



WINDOWS:

- Replace windows and screens in bedrooms 2, 3, kitchen, and living area – contractor to confirm sizes **(RealtyWithRich will provide)**.
- Clean all windows and make sure they operate properly
- Make sure all sliding screen doors operate properly

INTERIOR:

DEMO:

- Demo walls as needed for new layout
- Demo entire kitchen **(countertops, cabinets, and backsplash)**
- Remove kitchen appliances
- Demo all bathrooms completely
- Remove all flooring in house
- Remove all window coverings
- Scrape popcorn ceiling
- Reconfigure hall closet to accommodate 80x24 (or wider) door
- Remove mobile shelving in bedroom 2 & 3 closets

GENERAL:

- Reconstruct walls per new layout
- Construct new full bath per new layout **(contractor to include tile charges and all working materials, RealtyWithRich to supply fixtures, toilets, vanities, mirrors)**
- Repair, polish, and seal concrete floor-entire house **(RealtyWithRich will sub)**
- Install new single light interior doors throughout **(door slabs to be provided by RealtyWithRich)**
- Install new 5.5" square edge baseboard throughout entire house **(supply samples to RealtyWithRich for approval)**
- Install new brush nickel hardware on all interior doors **(hardware to be supplied by RealtyWithRich)**
- Refurbish sliding closet doors in bedrooms 2 and 3 closets – replace valances and hardware as needed.
- Install sliding exterior doors in master bedroom replacing window, install sliding door in dining area on north facing wall replacing existing window, and replace sliding door in dining area facing west **(RealtyWithRich will provide)**

KITCHEN:

- Backsplash 3" x 6" subway tile from countertop, around cabinets and window to ceiling

- Install new stainless steel appliances including ceiling mount rangehood **(RealtyWithRich will provide)**
- Install new faucet - **(RealtyWithRich will provide)**
- Countertops - **(RealtyWithRich will provide)**
- Install new garbage disposal with air gap switch **(RealtyWithRich will provide)**
- Sink - Under mount square sink stainless steel **(RealtyWithRich preferred vendor will provide)**
- Install new cabinets - **(RealtyWithRich will provide)**
- Lighting – **3 6" recessed lights 1 over sink and two centrally located in kitchen/pendant lighting over islands (RealtyWithRich will provide)**
- Flooring – **See Interior general**
- Paint as per color scheme.



FULL BATH:

- Install vanity, approximately 36" flouting - **(RealtyWithRich will provide)**
- Install countertop - **(RealtyWithRich will provide)**
- Install sink – **Square under mount (RealtyWithRich will provide)**
- Install faucet **(RealtyWithRich preferred will provide)**
- Relocate and install toilet
- Remove laundry area entry door and close wall/drywall
- New toilet **(RealtyWithRich will provide)**
- New tub - **(RealtyWithRich will provide)**
- New shower head-**(RealtyWithRich will provide)**
- New shower valve **(RealtyWithRich will provide)**
- Tile surround with different color accent wall **(seal all grout)**
- Install frameless glass doors
- Construct niche cut out 12"x24" and tile it
- Flooring – **(see general interior)**
- Install vanity mirror-**(RealtyWithRich will provide)**
- Install new exhaust fan **(RealtyWithRich will provide)**
- Install accessories – **(towel bar, ring, paper holder, RealtyWithRich will provide)**



MASTER BATH:

- New toilet - **(RealtyWithRich will provide)**
- Install toilet - **(Inspect subfloor around toilet flange and replace if needed)**
- Install double vanity - **(RealtyWithRich will provide)**
- Install countertop - **(RealtyWithRich will provide)**
- Install sink – **Square under mount (RealtyWithRich will provide)-**
- Install faucet **(RealtyWithRich will provide)**
- Install rain shower head **(RealtyWithRich will provide)**
- Install new shower valve **(RealtyWithRich will provide)**
- Reconfigure corner shower to 42” x 42” - use frameless glass to enclose
- Construct niche cut out 12”x24” and tile it
- Remove hot water heater and reconfigure space for use in the master bath
- Flooring – **(see general interior)**
- Install accessories – **(towel bar, ring, paper holder, RealtyWithRich will provide)**
- Install new exhaust fan **(RealtyWithRich preferred vendor will provide)**
- Paint per color scheme.



LAUNDRY:

- Check plumbing and electrical-repair as needed
- Replace exterior door **(RealtyWithRich will provide)**

- Flooring- **(see general interior)**
- Install wall cabinets along east wall **(RealtyWithRich will provide)**
- Demo existing cabinet
- Add dryer electrical outlet
- Remove peg board on wall and patch drywall
- Paint per color scheme

PLUMBING:

- Check all existing plumbing & repair/replace as needed, per code.
- Ensure there is a pressure regulator, or install one if there isn't one and make sure the water pressure is between **60-90 PSI**
- New angle stops on all water lines.
- Check gas lines & repair/replace as needed.
- Check all drain lines & repair/replace as needed
- Install Pro-Flex Gas Lines at all gas feed equipment (range, furnace, etc.)
- Install tankless hot water system on exterior of house **(RealtyWithRich will provide).**

ELECTRICAL:

- Install new panel where meter is and upgrade service to 200 amps with 225amp solar busbar
- Replace all outlets & switches.
- Check all wiring & replace where needed, per code.
- Install recessed lighting in kitchen.
- Check for open junction point in attic
- Install vanity light over every bathroom sink **(RealtyWithRich will provide fixture)**
- Inspect/move if necessary, electrical box and install chandelier in dining area.
(RealtyWithRich will provide fixture)

HVAC (RealtyWithRich will sub):

- **Ensure there is a sediment trap installed at the FAU, if there isn't one, make sure to have AC Mechanical install one**
- **Ensure the AC and FAU are operating when the project is ready for punch list**

GARAGE:

- Install new roll up garage door and opener **(RealtyWithRich to sub)**
- Demo partial walls in garage and finish where removed

What We Expect A real estate renovation company earns its reputation based on past projects completed. Every project plays an important part in setting and maintaining the high standards we want associated with our properties. We set high standards for our contractors, and ourselves, enabling us to consistently deliver the best housing products possible to our customers at a fair price. To get a better understanding of our quality expectations, below you will see an example. Our goal is to create a product we can replicate over and over again.

103 Hulls Chapel Road Fredericksburg Virginia

Before



After

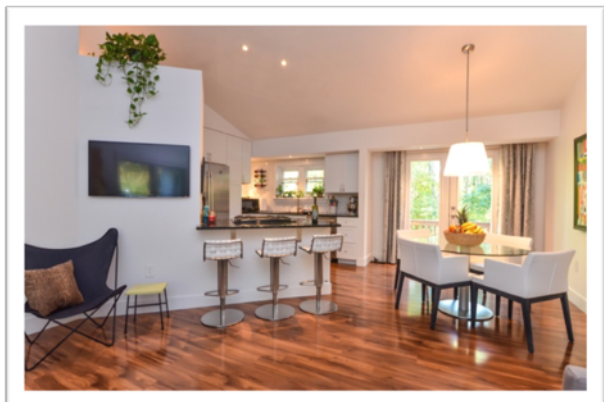
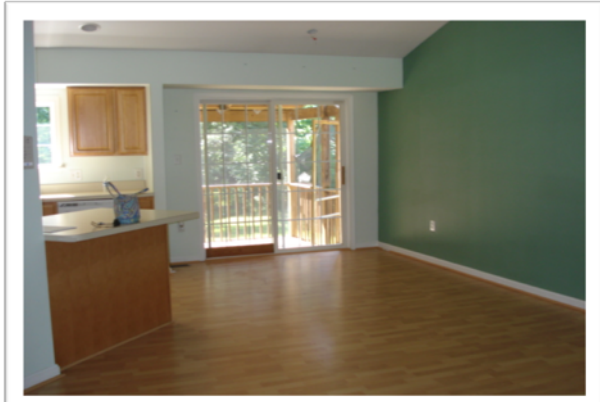


103 Hulls Chapel Road Fredericksburg Virginia

Before



After



Who's a Good Fit For Us

An ideal partnership consists of four main components: a consistent work ethic, superior workmanship, maintained job sites, and a passion to achieve a high-quality finished product.

The Ideal Fit We're looking for professional contractors who have high standards, with a team of reliable subcontractors who do quality work, and who have been in business for some time—with the track record and references to prove it. Here are some specific things we're looking for in our contractors:

- Fully licensed with **licenses up to date**. Same with their subcontractors.
- Insured—including worker's comp, liability—with a **minimum limit of \$1 million**.
- Been in business in the area for **at least three years**.
- **Has a consistent crew** of subcontractors.
- Keeps worksite **clean and maintained**.
- Can provide a **list of references**, with current contact information.
- Belongs to the **Better Business Bureau** or one of the national associations of builders or carpenters.
- **Provides written warranties** of a year or more for their work.
- Is structured as a **corporation or LLC**.
- **A reputable company** with no history of lawsuits.
- Has the financial resources—able **to float labor cost** until work is complete and ready for draw.

We Work On Volume Our strong financial backing allows us to aggressively pursue multiple homes every month through our acquisitions department. The fact that we work on this volume will keep you and your subcontractors busy throughout the year and ensure that

you get paid quickly and consistently. There's nothing worse than losing good subcontractors because you can't keep them busy. When you find a quality employee, just like us you don't want to lose them. Our steady-volume approach will save you from headaches and hours wrapped up in finding and having to train someone new.

The Glass Is Half Full We want contractors who have a positive, can-do attitude—sour grapes need not apply! We expect our contractors to be looking at the big picture and to understand the value of the long-term relationship and stability that we offer. As you know, unexpected circumstances happen on a job site. It's imperative that you, your team, and RealtyWithRich are all able to see beyond these bumps in the road,



be resourceful, and come up with a timely and amicable solution for everyone involved. Focus on what *can* be done, not on what *can't*!

We Always Pull Permits To ensure that our projects are done right and that buyers feel comfortable that the work was done correctly, we *always* pull permits. Permits protect both the contractor and us as the owner. We can't work any other way.

How We Operate We are experienced, ethical real estate professionals, with a very high level of organization as a result of the proven system that we follow for our projects. Our approach makes our contractors' lives easier because everything is clearly laid out, ensuring everyone is on the same page from the very beginning. You can focus on what you're great at—contracting—and we can focus on finding more homes to renovate.

There are six critical documents that we require for all of our projects. To work with us, you will need to complete them.

- 1 • **Independent Contractor Agreement**
- 2 • **Exhibit A - Scope of Work**
- 3 • **Exhibit B - Payment Schedule**
- 4 • **Exhibit C - Indemnification, Hold Harmless, & Insurance Agreement**
- 5 • **Contractor Final and Unconditional Waiver of Lien**
- 6 • **IRS W-9 Form (for year-end 1099)**

EXAMPLE ONLY CRITICAL DOCUMENT 1

INDEPENDENT CONTRACTOR SERVICES AGREEMENT (NON-EMPLOYEE COMPENSATION CONTRACT)

This Independent Contractor Services Agreement (the "Agreement") is entered into on this ***Insert Date here*** by and between ***Insert Contractors Name Here*** ("Contractor") and ***RealtyWithRich***, a (California) limited liability company or S Corp ("Client") for services to be rendered at ***Insert Property/Work Location Here***.

Contractor will commence work on or before ***Insert Start Date Here*** and will perform the same on a daily basis. This work shall be completed on or before ***Insert End Date Here***.

Contractor and Client hereby agree to the following:

1. Independent Contractor: Contractor and Client intend this Agreement to be one of independent contractor and client. Accordingly, Contractor retains the sole right to control or direct the manner in which the services prescribed herein are to be performed. Subject to the foregoing, Client retains the right to inspect, to stop work, to prescribe alterations, and generally to supervise the work to insure its quality and conformity with that specified in this Agreement. Contractor and Client understand that it is the Contractor's sole and complete responsibility to pay all employment taxes, including Federal and State withholding taxes and Social Security, and to obtain insurance, including worker's compensation coverage and public liability insurance and property damage insurance arising out of or relating to this Agreement. Contractor warrants that upon signing of this Agreement that Contractor has obtained all stated and necessary insurance and that it shall be kept in full force and effect until the completion of the work contracted for herein, and that the Client shall be named as an additional insured on all of the Contractor's insurance policies. The terms of this Agreement shall apply to and encompass all services rendered by any/all sub-contractors performing services on behalf of the Contractor. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client, Client's representatives, agents and employees from all claims, losses, damages and expenses arising out of or resulting from the performance of the

work, including but not limited to any such claim, loss, damage or expense caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by them or anyone whose acts they are liable for.

2. Services Provided: Contractor agrees to perform the services listed in this contract (as contained in Exhibit "A", attached hereto and made a part hereof by reference) on behalf of the Client.

3. Project Cost Estimate: Pre-construction estimates for construction costs and coordination are *approximately Insert Project Estimate Here i.e.: XX Thousand Dollars, (\$XX,XXX.XX)*. The Contractor shall use the Contractor's best efforts and make every effort possible to keep costs of construction with stated budget and in an event the costs surpass estimates, the Contractor will follow the rules of change orders, stated in this document.

4. Taxes and Building Permits: The Contractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required to fulfill this contract. The Contractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed.

5. Inspections: The Contractor shall call for all building inspections, meet with the inspectors, and ensure that all work contemplated herein passes all required building inspections. The Contractor shall pay for the entire cost of any re-work resulting from a failed inspection. If the Contractor fails to pay for any re-work inspection costs, the Client may deduct the reasonable costs against any sums due to the Contractor.

6. Clean-up: Contractor will be responsible for cleaning up the job on a daily basis, including all generated construction debris, drink cans, food wrappers, and/or other trash. If the Client determines in the Client's sole discretion that the Contractor is not cleaning up the job on a daily basis, the Client may have the job cleaned up on a daily basis and can deduct the reasonable costs against any sums due to the Contractor.

7. Client Approval: Client will approve Contractor services on the following basis:

- a. The services meet all governing building codes.
- b. All required building permit inspections have been completed and passed.
- c. The services have been completed including all punch-out work as agreed.

8. Invoicing and Payments: See the payment schedule as contained in Exhibit "B", attached hereto and made a part hereof by reference.

9. Change orders: The Contractor understands and agrees that no change orders or contract additions may be made unless agreed to in writing by the Client and Contractor. This includes but is not limited to alternations, additions, or small changes made in the work or the method of performance. If any additional work is performed and not covered in this Agreement, the Contractor proceeds at the Contractor's own risk and expense and hereby waives any rights to reimbursement or contribution from the Client, in addition to waiving any other rights that may become available to the Contractor to be compensated for the additional work.

10. Cancellation: The Client may, without any further obligation or penalty, (i) cancel any of the services in this contract which have not been completed by the Contractor within the specified time frame and / or (ii) cancel, at any time, any of services in this Agreement which have not yet been started by the Contractor. Upon such cancellation, the Contractor shall only entitled to compensation for the work performed. No compensation will be due for any and all of (i) the work that has not been started, and (ii) the portion of the work that is remaining to be completed.

11. Penalties: If the Contractor delays completion of the work beyond Insert Days Here days, the Client may reduce the Contractor's fee by the sum of \$100 for each day the Contractor delays completion of the work beyond the aforementioned date. Or, if the payment has already been made, the Contractor shall reimburse to Client the sum of \$100 for each day the Contractor delays completion of the work beyond the aforementioned date. The

completion date may be adjusted for change orders, if in a signed writing between the Contractor and the Client.

12. Warranty: The Contractor warrants all services for one year after completion. If any item develops a problem within one year of completion, the Contractor shall repair it within three (3) business days of being notified by the Client, at no additional expense to the Client. If the Contractor does not make the requested repairs within three (3) business days, the Client may have a third party complete the repairs, and the Client may charge the Contractor for all reasonable costs incurred to complete the repairs.

13. Waiver: Failure of the Client to insist upon strict compliance of any of the provisions of this Agreement shall not constitute a waiver of any violation, nor shall any partial payment outside of the "payment schedule" be deemed as a waiver of any of the Client's rights to strict compliance with any of the terms of this Agreement.

14. Address: The Contractor herewith provides to Client the true and correct residence address, home phone number, and Federal Employer Identification Number or Social Security Number.

15. Arbitration:

The Client and Contractor agree that, if any controversy or claim arising out of or relating to this Agreement cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. **IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE "JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR LICENSED TO PRACTICE LAW IN CALIFORNIA OR A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF SAN DIEGO. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

16. Controlling Law:

- a. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO AND FULLY TO BE PERFORMED THEREIN. TO THE EXTENT THE ARBITRATION PROVISIONS OF THIS AGREEMENT ARE NOT ENFORCED OR COURT PROCEEDINGS ARE OTHERWISE REQUIRED, COMMENCED OR MAINTAINED, THE PARTIES CONSENT AND AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION OVER SAN DIEGO COUNTY, CALIFORNIA, WITH RESPECT TO ANY ACTION THAT ANY PARTY DESIRES TO COMMENCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH OF ANY PROVISION OF THIS AGREEMENT, AND ALL PARTIES WAIVE ANY OBJECTION AS TO IMPROPER VENUE OR THAT ANY STATE OR FEDERAL COURT OF CALIFORNIA IS AN INCONVENIENT FORUM.
- b. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and in the event of any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of this Agreement affected thereby shall be modified only to the extent necessary to bring it within legal requirements, such provision shall be deemed stricken and severed from this Agreement and the remaining terms of this Agreement shall continue in full force and effect. .

17. Time is of the essence of this Agreement.

18. No Rule of Construction Against the Drafter. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties shall not be applied to the interpretation of this Agreement.

19. Entire Agreement: The Agreement constitutes and represents the entire agreement between the Client and the Contractor, and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between the parties relating to the work to be performed hereunder. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against either party.

20. Special Stipulations: The following stipulations, if in conflict with any of the preceding, shall control: The Contractor and any/all sub-contractors rendering services on behalf of the contractor waives his/her right to hold the Client liable for any and all injuries occurring as a result of services rendered.

IN WITNESS *WHEREOF*, all of the parties hereto affix their hands and seals.

Client: _____

Date: _____

Contractor: _____

Date: _____

Social Security or Federal ID #: _____

Address: _____

EXHIBIT "A" SERVICES PROVIDED

EXHIBIT "B" PAYMENT SCHEDULE

EXHIBIT "C" INSURANCE AGREEMENT

Cost for services and labor rendered is: \$XX,XXX.XX

Total cost for the services contained in this Agreement including labor and materials is: \$XX,XXX.XX

EXAMPLE ONLY CRITICAL DOCUMENT 2

EXHIBIT A – SCOPE OF WORK

PROJECT ADDRESS: _____

CONTRACTOR: _____

JOB SUMMARY: Single Family – First floor update and second floor dormer addition

Please Note: We are looking for speed with efficiency, cleanliness of job site, and an overall professional well finished product. The project is to be completed from the outside in. Quote should include all labor and incidental materials including hauling and removal of unwanted and unused construction debris. **Lastly, before inspection of the property for final punch list the home should be prepped with a thorough cleaning of all windows and floors to the owner's satisfaction.**

- Please email contractor price quote to: sell@realtywithrich.com
- The last page of this scope of work entitled "Quote Itemization" must be filled out appropriately and submitted with all quotes.
- By taking on this job you understand and agree that you are responsible for cutting the grass when needed while on the project.

Obtain any and all permits needed to complete job.

EXTERIOR:

1.

OUT BUILDINGS:

1.

LANDSCAPING:

1.

INTERIOR:

1.

- Paint scheme: EXAMPLE: Navajo eggshell walls, white trim, white ceilings, white closets, white doors
 - Purchase all paint thru Eddie Pocoski from Pratt & Lambert 203-565-2719

| Color | Name | Product Code |
|-----------------|------------------------------------|--------------|
| Navajo Eggshell | Gold Eggshell Navajo Wall | Z8291 |
| Ceiling White | Gold Flat Super 1-Coat White | Z8100 |
| Trim White | Gold Semi-Gloss Super 1-Coat White | Z8300 |

FINAL PUNCH LIST (as itemized in the Final Punch List Form)

EXAMPLE ONLY CRITICAL DOCUMENT 3

EXHIBIT B – PAYMENT SCHEDULE

PROJECT ADDRESS:

CONTRACTOR:

CLIENT:

Payment Schedule as follows:

| PAYMENT # | DATE | AMOUNT (\$) |
|--|------|-------------|
| 1st Payment | | |
| Milestones and Benchmarks: | | |
| 2nd Payment | | |
| Milestones and Benchmarks: | | |
| 3rd Payment | | |
| Milestones and Benchmarks: | | |
| 4th Payment | | |
| Milestones and Benchmarks: | | |
| 5th Payment | | |
| Milestones and Benchmarks: | | |
| 6th Payment | | |
| Milestones and Benchmarks: | | |
| Final Payment (upon completion) | | |
| Milestones and Benchmarks: COMPLETION OF FINAL PUNCH LIST AND FINAL APPROVAL BY THE CLIENT | | |
| TOTAL: | | |
| | | |

EXAMPLE ONLY CRITICAL DOCUMENT 4

EXHIBIT C – INDEMNIFICATION, HOLD HARMLESS, & INSURANCE AGREEMENT

PROJECT ADDRESS: _____

CONTRACTOR: _____

A. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, _____ (Contractor) agrees to defend, indemnify and hold harmless _____ (Owner), its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of Contractor, in connection with performance of any work by Contractor, its officers, directors, agents, employees and subcontractors.

B. INSURANCE

- Contractor hereby agrees that it will obtain and keep in force an insurance policy/policies to cover its liability hereunder and to defend and save harmless Owner in the minimum amounts of \$1,000,000 per occurrence for personal injury, bodily injury and property damage.
- Said Liability policies shall name Owner as additional insured and shall be primary to any other insurance policies.
- Contractor will obtain and keep in force Workers Compensation insurance including Employers Liability to the full statutory limits.
- Contractor shall furnish to the Owner certificates of insurance evidencing that the aforesaid insurance coverage is in force.

Project Address: _____

Contractor: _____

Authorized Signature: _____ Date _____

EXAMPLE ONLY CRITICAL DOCUMENT 5
FINAL AND UNCONDITIONAL WAIVER OF LIEN

PROJECT ADDRESS: _____

CONTRACTOR: _____

KNOWN ALL PERSONS BY THESE PRESENT:

On this _____ day of _____, 2013 the undersigned, has been paid in full by _____ for the services rendered at _____ doing business as _____

NOW THEREFORE LET IT BE KNOWN, that the undersigned hereby certifies that, except as listed below, they have been paid in full for all labor, materials and equipment furnished, for all work, labor and services performed in connection with the aforementioned agreement.

The undersigned does hereby waive and release any and all lien, or claim or right of lien on said above described building and premises on account of labor and materials, or both, furnished by the undersigned to, or on account of, the aforesaid agreement for said building or premises.

All appropriate sales taxes to the state of _____ have been paid on materials, labor and installation.

EXCEPTIONS: _____

CONTRACTOR: _____

ADDRESS: _____

BY _____
Signature of Contractor

Subscribed and sworn before me this _____ day of _____, 20____.

EXAMPLE ONLY CRITICAL DOCUMENT 6

| | | |
|---|--|--|
| Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service | <h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> | Give Form to the requester. Do not send to the IRS. |
|---|--|--|

| | | |
|--|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

| Part I Taxpayer Identification Number (TIN) | | | | | | | | | | | | | | | | | | | |
|--|---|--------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. | | | | | | | | | | | | | | | | | | | |
| | <table border="1" style="margin: auto;"> <tr> <th colspan="9">Social security number</th> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table> | Social security number | | | | | | | | | | | | | | | | | |
| Social security number | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter. | <table border="1" style="margin: auto;"> <tr> <th colspan="9">Employer identification number</th> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table> | Employer identification number | | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

| |
|---|
| Part II Certification |
| Under penalties of perjury, I certify that: |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4. |

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Let's Get Started If you're bidding on a renovation project, it is very important that we get a response back from you as soon as possible. We take our time parameters very seriously, and it's imperative we start out on the right path respecting everyone's time. We don't always take the "lowest" bid—our expectation is to find the *best* contractor, the one that delivers a winning combination of **price, quality, and service**. All three of these components are of equal importance to the success of our partnership.

We look forward to hearing from you soon.



Contractor Application

Name and Contact Details

Contact Person: _____ Date: _____ Lead Source: _____
Address: _____ Home Phone: _____
Company Name: _____ Cell Phone: _____
Specialized Field (GC, Plumber, Electric, Roofer, etc): _____ Work Phone: _____
Email: _____ Contractor License #: _____

Insurance and Experience

Are you licensed and insured: Yes No What type of insurance: _____
How much coverage: _____ License updated: _____
How long have you been doing business in the area: _____ How long running own crew: _____
How many guys on crew full time: _____

Current Projects and Bidding

How many projects do you have going on right now: _____ In the past year: _____
How many jobs do you typically handle at once: _____
What were the scopes of work: _____
What are the addresses: _____
Can I see the work on one or two recent jobs: _____
How do you usually bid out your work: _____
Materials and Labor charged together or separate in your bids: _____
Do you give written warranties for your work: _____ How long of a warranty: _____

Sub-Contractors and More Prescreening

Do you use subcontractors: _____ Are they licensed and insured: _____
Who is your electrician: _____ Who is your plumber: _____
Do you belong to the Better Business Bureau or local Chamber of Commerce: _____
Do you have any certificates/licenses regarding the skills you have: _____
Have you ever declared bankruptcy: _____
How often do you communicate with your clients during a job: _____
Do you clean the job site daily: _____
Do you have a problem with signing a lien waiver: _____

References

Can you provide a list of references; with the names and numbers you have done work for in the past:

1. _____
2. _____
3. _____