



## Trade Agreement

This one-page agreement outlines what we expect from our trade partners while we work together on each project.  
All of this agreement applies to every contract on every project.

### **Insurance/License:** All items required.

- Workman's Comp unless exempt (will need exemption declaration).
- General Liability with American Made Logistics listed as additional insured & certificate holder.
- Must have active and appropriate license(s) through the CSLB.
- All training and certifications up to date and onsite protocol being followed.
- A completed W-9 form & this Signed Trade Agreement.
- No sub-contracting your work without prior written approval and copies of the sub's above information.

### **Proposals:** All work must exceed the local and State Performance Guidelines.

- Must inspect job site, plans and specifications: You are responsible for all items pertaining to your trade as per job site conditions, plans, selections and specifications.
- On each project you work on, the following shall be included: Use of OSHA approved safety procedures & equipment, daily clean up, pass inspections, quality work, all applicable taxes and insurance, and responsibility for any damage on site.

### **Payments:** We pride ourselves in paying net 15. Just follow these steps:

- Invoices must match signed Work Order. No work, invoice or payment without prior approval.
- Turn in invoices on Thursday by 3:00 PM to be paid the following pay period: [service@americanmadelogistics.com](mailto:service@americanmadelogistics.com)
- Checks will be placed in the mail on Friday afternoon if not picked up.
- Don't invoice for work that has not been completed. Partial or progress invoicing is OK.
- No invoices sent later than 30 days past the date of completion of work will be accepted.

### **On Site Expectations:** If you don't know - just ask.

- No job talk with owners; only small talk.
- Any questions call the Project Manager.
- No profanity. Talk as if kids are there.
- Radios low only if job site is empty.
- No competitor's attire. Ask us for shirts.
- Lock up every day - do not lose keys.
- Clean up every day.
- Do not park in walk or driveway.
- No work performed by anyone not covered under the trades Workers Comp Insurance.
- No drugs, alcohol, tobacco, e-cigs, unshelled seeds, children, or pets.
- No working direct with clients.

### **Warranty:** You agree to warranty your work (labor and materials) for one (1) year after project completion of all repairs

### **Arbitration of any Disputes:**

- a. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be subject to mediation, and if the matter is not resolved through mediation, then it shall be submitted to AMCC, or its successor, for final and binding arbitration. The prevailing party shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the non-prevailing party, as ordered by the arbitrator.
- b. Notwithstanding anything to the contrary hereinabove, if the amount in dispute is less than the jurisdictional limit of the Small Claims Division of the California Superior Court, or, alternatively, if American Made Logistics elects to waive any amount in excess of that jurisdictional limit, then American Made Logistics may initiate its claim in Small Claims Court, rather than following the mediation and arbitration provisions above.

### **Indemnity/Hold Harmless Clause:**

Subcontractor shall indemnify, defend and hold harmless American Made Logistics, its directors, officers and employees, from and against any and all suits, proceedings, claims demands, damages, losses, liabilities, interest, costs and expenses of every kind or nature arising by reason of the death or bodily injury of persons, injury to property, Subcontractor's design defects, Subcontractor work, Subcontractor's performance or non-performance of any and all of the obligations of this agreement, or any other loss, damage or expense, including any of the same resulting from American Made Logistics' alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive, unless the same is caused by the negligence or willful misconduct of American Made Logistics.

X _____	_____	_____
Signature	Company	Lic #
_____	_____	_____
Name	Primary Email	Date