



Skyline Construction-NW

Field And Contracting Services Agreement

THIS AGREEMENT entered into by and between **Skyline Construction Services, LLC.**, and its DBAs, 855 Trospen Rd SW, Ste 108-358, Tumwater, WA 98512 and parent company Skyline Contracting Services, Inc. hereinafter "**SKYLINE**", and _____ (Contractor Name)

located at

_____ (Contractor's Address),
hereinafter referred to as "**Contractor**", is made as follows:

SCOPE: Whereas, **SKYLINE** desires to have property inspection, Loss Mitigation, Home Warranty, Repair, Contracting, Construction, Property Maintenance, Disaster Relief/Recovery/ Reconstruction, property maintenance, handyman, meth lab clean up, trauma clean up, multi family services,, and/or REO/P&P Preservation services performed with respect to certain properties located in the United States of America and/or Canada.

Whereas, **Contractor** agrees to perform such services under the terms and conditions stated herein and, Whereas **SKYLINE** is in the business of providing said services property inspection, Loss Mitigation, Home Warranty, Repair, Contracting, Construction, Property Maintenance, Disaster Relief/Recovery/ Reconstruction, property maintenance, handyman, meth lab clean up, trauma clean up, multi family services,, and/or REO/P&P Preservation service for its clients. Now, therefore, in consideration of the payment of certain fees and the receipt of work the parties mutually agree as follows:

DUTIES: **Contractor** shall perform property inspection, Loss Mitigation, Home Warranty, Repair, Contracting, Construction, Property Maintenance, Disaster Relief/Recovery/ Reconstruction, property maintenance, handyman, meth lab clean up, trauma clean up, multi family services,, and/or REO/P&P Preservation services as ordered by **SKYLINE** for **SKYLINE**'s clients. **SKYLINE** shall provide **Contractor** with specific tasks that **Contractor** is to perform hereunder, and the dates by which such tasks are to

be completed. These Services shall be performed as ordered and comply with all stated and printed policies, procedures, and quality standards set forth by **SKYLINE**. **Contractor** shall perform all services promptly (On or Before Required Due Date Stated on the Issued Work Assignment) and diligently in a workman like manner within the time requested. All services will be performed in accordance with **SKYLINE's** present and future service standards, **SKYLINE** Vendor Memoranda and as otherwise required by **SKYLINE**, HUD, FHA, VA, FEMA, and other relevant governmental and private entities. **SKYLINE** Vendor Memoranda is defined as any document, paper or electronic, which delineates procedures and requirements relative to the performance of property preservation and inspection services and the standards as required by either **SKYLINE** clients, HUD, FHA, VA, FEMA, and other relevant governmental and/or private entities. **Contractor** compliance regarding documentation, evidentiary, and time of performance requirements is a material requirement of this Agreement. **Contractor** understands that time is of the essence in providing **SKYLINE** with the information, reports, services, invoices, photographs, and other services ordered by **SKYLINE** pursuant to this Agreement. **Contractor** further understands and acknowledges that **SKYLINE** may suffer significant damages in the event Contractor does not perform its duties **SKYLINE** hereunder in a timely manner as requested and ordered by **SKYLINE**. In the event **Contractor** fails to complete any task assigned pursuant to this Agreement, **SKYLINE** may at its sole discretion 1) recover its damages from **Contractor** by offsetting such sums from future payments for work performed by **Contractor** prior to or subsequent to **Contractor's** breached work assignment, and 2) engage another qualified party to complete **Contractor's** property preservation or property inspection assignment. Damages are such sums as may be withheld from **SKYLINE** by its clients or reassignment and loss of that and future assignments/Income or which an **SKYLINE** client requests and receives reimbursement from **SKYLINE**, ("Chargebacks") and/or any profit that **SKYLINE** was entitled to receive if the **Contractor** performed the work in accordance with this Agreement. Damages may be offset by **SKYLINE** in the event that the **Contractor** breaches this Agreement, fails to complete work within the required timeframes, fails to update work order notes, fails to submit complete documentation supporting work completed in a timely manner, and/or fails to provide invoices, photographs, dump fee receipts, and/or manifest receipts evidencing work in a timely manner. **Contractor** must save all documents including but not limited to bids, invoices, photos, dump fee receipts, and manifest receipts for 3 years. If **SKYLINE** engages a third party to complete **Contractor's** uncompleted service(s), **SKYLINE** may withhold and offset from **Contractor's** future payments, the funds paid to said third party and any profit due to **SKYLINE** from client which is withheld by client due to delay of completion of service.

WORK ASSIGNMENTS: The parties agree that each job contracted and assigned to **Contractor** shall be on a job-by-job basis and that this Agreement shall govern all transactions between the parties. **SKYLINE** reserves the right to reassign work at its sole discretion. **SKYLINE** does not pay for work that is partially complete and within proscribed timeframes. To be paid, the **Contractor** MUST complete the ENTIRE work assignment to **SKYLINE's** satisfaction. **SKYLINE** reserves the right to appoint team leads

whom will receive a premium payment for services and act as a lead for other **contractors**.

EXCLUSIVITY: This Agreement is not exclusive. **SKYLINE** reserves the right to engage the services of other Contractors to perform similar services in Contractor's geographic area as defined in this Agreement. Contractor reserves the right to perform similar services for others. However, the **Contractor** may not for Three (3) years after termination of this agreement seek to perform work as a **contractor** or independent **contractor** for any current or future client of **SKYLINE**, unless said client was already a client of the **contractor** before the initiation of this agreement. It is the responsibility of the **Contractor** to provide the names of current clients to be excluded from the non-compete clause of this agreement.

INDEPENDENT CONTRACTOR: **Contractor** acknowledges that it is an independent Contractor not an employee of **SKYLINE**. **Contractor** shall be solely responsible for all federal, state and local income taxes, unemployment taxes, social security taxes, and contributions of any kind, worker's compensation insurance, worker's compensation premiums, and any and all other forms of insurance and/or taxes required to provide the services outlined in this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint venture or partnership agreement between the parties hereto. **Contractor** is solely responsible for the work to be performed and, other than receiving the request and description of work from **SKYLINE**; **SKYLINE** does not have control of or direct the work to be done.

INDEMNITY: **Contractor** agrees to save, defend and indemnify, and hold harmless, **SKYLINE** from and against any and all claims of any kind, whatsoever arising from (i) any act, omission or negligence by **Contractor**, **Contractor's** agents, employees, representatives, subcontractors and any and all others acting upon Contractor's behalf, or (ii) any accident injury or damage caused to any person or entity, or to the property of any person or entity, where such accident, damage or injury resulted or is claimed to have resulted from any act, omission or negligence on **Contractor's** part, or (iii) failure to adhere to any applicable law, rule or regulation of any governing body having jurisdiction over work performed pursuant hereto, or (iv) any act, omission or default under any of **Contractor's** undertakings in this Agreement. This indemnity and hold harmless Agreement shall include Indemnity against all costs, expenses, fines, liabilities, and attorney fees from or in connection with any such claims or proceedings brought here on and the defenses thereof.

TRAINING: The **contractor** agrees to participate in all forms and types of initial and ongoing training as directed by **SKYLINE**. This training will be provided at no cost to the **contractor** and will present the professional standard, policies, and criteria for safely completing work assignment for **SKYLINE**. **Contractor** and his subcontractors and/or employees will participate in any safety meetings as required by **SKYLINE**.

QUALITY OF SUPPLIES AND MATERIALS USED: The **contractor** agrees to accept, utilize, and apply all professional standards for key coding, supply types and quality of materials used in the performance of the work orders issued by **SKYLINE**. Failure to adhere to these standards will result in a chargeback and discontinuation of being a **contractor** for **SKYLINE**. **SKYLINE** is to be operating a retail online store to help **contractors** locate specific items at the lowest possible price. The **contractor** may use this or other resources available, but must strictly adhere to policy and professional standards.

CONTRACTOR ADVERTISING AND PROMOTION: **Contractor** may NOT engage in any advertising or promotion of their company, entity, or persons at, on the property, or to any of our clients, job site, neighbors, other inquiring persons and/or agencies, entities, companies, or agents thereof. This includes passing out business cards, personal or company telephone/cell phone numbers, email addresses, office location(s), uniforms, printed materials, URLs, websites, vehicle magnets, or other means to promote, seek employment/future jobs, or advertise their companies. Only vehicles and/or trailers with permanently affixed logos may be present. **Contractor** may not call, receive client's or their owners or staff's phone or cell phone numbers, receive direct calls from same, or pass out phone numbers or URLs to directly with clients. ALL communications will be directed to **SKYLINE** or its staff. **Contractor's** Failure to comply will be deemed as a breach of this agreement, be grounds for job reassignment, deactivation and placement on DO NOT HIRE list. **SKYLINE** will be the solely determine compliance.

USE OF MARIJUANA, MEDICATION, OR ALCOHOL BEFORE OR DURING WORK: **SKYLINE** has a no tolerance policy for use, abuse, or being under the influence prior to and during work hours, and on the property of clients, job sites, or **SKYLINE** company owned and/or controlled property of mind altering substance. **Contractor** is responsible for all their subcontractors, employees, agents, and owners of their firm to comply with this directive. Any person with or without a State issued "Green Card" or valid prescription for use, possession, or and/or distribution of marijuana or other medication that may alter their perceptions and/or mind, may NOT work or be utilized on jobs of **SKYLINE**. **Contractor's** Failure to comply will be deemed as a breach of this agreement, be grounds for job reassignment, deactivation and placement on DO NOT HIRE list, and forfeiture of any and all monies earned to date. **SKYLINE** will be the solely determine compliance. By signing this agreement, **Contractor** agrees to have any subcontractor, employee, agent, owner, or other personal of **Contractor** to be drug tested randomly or direction of **SKYLINE** or its owner. Written Notice will be issued as to why the test will be performed and all cost of negative testing incurred by **SKYLINE**. Cost of Positive result testing will be incurred by **Contractor**. No person shall possess, use, trade, gift, sell, or exchange any mind altering substance on Job sites or properties owned or controlled by **SKYLINE**. **Contractor** will be responsible for compliance by their employees, owners, agents, subcontractors. **Contractor's** Failure to comply will be deemed as a breach of this agreement, be grounds for job

reassignment, deactivation and placement on DO NOT HIRE list. **SKYLINE** will be the solely determine compliance.

SMOKING POLICY: **Contractor** and its employees, subcontractors, and agents will NOT smoke pipes, cigarettes, cigars, or use chewing or snuff tobacco inside any structure or job site. **Contractor** will be responsible for establishing a smoking area and ALL debris and butt must be picked up and disposed of at time of use.

PARKING POLICY: **Contractor**, agents, subcontractors, and employees with park all vehicles in proscribed areas and methods as established by clients and/or **SKYLINE**.

INSURANCE: **Contractor** shall purchase, provide proof of coverage and additional insured document to **SKYLINE** and maintain insurance to protect **Contractor** from claims under the worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or death of its employees, and claims insured by usual personal injury liability coverage; from claims for damage because of bodily injury, sickness, death of any person other than **Contractor's** employees including claims insured by usual bodily injury, personal injury and/or liability coverage. Workers' Compensation policy shall include a waiver of subrogation against "Skyline Construction-NW, directors, officers, employees, and agents, and its Parent Company Skyline Contracting Services-USA " **Contractor** agrees to purchase and keep in full force and effect during the term of this Agreement worker's compensation, general liability, errors and omission, and automobile insurance. **Contractor** agrees to name "Skyline Construction Services-NW, LLC and its Parent Company Skyline Contracting Services-USA" as a additional insured on all such policies and to provide an original duly executed certificate evidencing such insurance, in a form acceptable by **SKYLINE**, upon receipt of the execution of this Agreement and annually as long as **Contractor** receives work from **SKYLINE**. Should a lapse in payment or insurance occur the **contractor** will be notified that all work will be suspended and reassigned until the proper insurance has been submitted with **SKYLINE** as an additional insured

DAMAGE ACKNOWLEDGEMENT: **Contractor** understand that reporting damages accurately and timely is of the utmost importance and that liability may accrue to either **SKYLINE** or Company representatives. if the standards set forth in policy are not adhered to.

BACKGROUND INVESTIGATION: In connection with my agreement hereto, I understand that a consumer report may be requested. Any may include information as to my character, work habits, credit, academic-credential verification, job performance, experience and reason for termination. Further, I understand that you may be requesting information concerning my motor vehicle operations history and criminal history from various private/public sources along with other public records available.

Contractor HEREBY AUTHORIZE AND RELEASE FROM ALL LIABILITY, WITHOUT RESERVATION, STERLING DEVELOPMENT PARTNERS, INC. AND ITS DBA STERLING CONTRACTING SERVICES, AND SELECTION SERVICES OR ANY LAW ENFORCEMENT AGENCY, ADMINSTRATION, STATE/FEDERAL AGENCY, INSTITUTION, INFORMATION

SERVICE BUREAU, EMPLOYER, EMPLOYEE, INSURANCE COMPANY OR PERSON GATHERING OR FURNISH THE ABOVE MENTIONED INFORMATION.

I further acknowledge that a telephone facsimile (FAX) or photographic copy of this release will be as valid as the original. According to the Fair Credit Report Act, I am entitled to know if employment will be or is ultimately denied because of information obtained by my prospective employer from a consumer reporting agency. If so, I will be advised by this employer and be given the name of the agency or source of this information.

SUBMISSION TIMEFRAME: Unless as otherwise stated in a work order, all work completion documentation MUST be submitted in the appropriate format, pursuant to **SKYLINE** photo policy within 24-hours or sooner after completion in website or by email as instructed. Late submissions may be summarily rejected and payment denied. Neglected and untimely submissions may be subject to chargeback and payment to contractor denied.

MATERIALS AND DEPOSITS: Unless otherwise specifically stated on the work order, **Contractor** agrees that **SKYLINE** does NOT provide deposits or payment for or reimbursement for labor, materials, transportation, tools, gas, insurance, or other costs associated with execution of the assigned work order unless stated in writing. It is the **Contractors** responsibility to provide these items and will receive payment after the job is completed as to the remittance policy.

ENVIRONMENTAL COMPLIANCE: **Contractor** bears the sole responsibility for determination of the manner and nature of the removal of all debris, trash, hazardous materials, personal property and any and all other materials from properties pursuant to work orders under this Agreement. **Contractor** shall perform all material removal and disposal in compliance with all applicable laws. **Contractor** shall remove and dispose of no items of hazardous waste unless said disposal is in compliance with all applicable local, state, and federal environmental laws, rules and regulations. **Contractor** shall abide by all applicable local, municipal, state, and federal rules and regulations regarding the disposal of any and all materials of any kind whatsoever from any property which **Contractor** performs property preservation services.

LIENS AND RELEASES: **Contractor** agrees not to place a mechanic's lien on any client's property to secure payment unless authorized in writing by **SKYLINE**. **Contractor** is responsible to ensure their subcontractors, agents, and employees do not file mechanic's liens on client's properties.

SUBCONTRACTOR REGISTRATION: Contractors are required to complete Skyline's subcontractor registration form, gain certificate of insurance and additional insured which includes the name "Skyline Construction Services-NW, LLC and its Parent Company Skyline Contracting Services-USA". **SKYLINE** requires a release from each subcontractor registered establishing that they have received all money owed for their services PRIOR to **Contractor** receiving final check/remittance. The registration and release forms is available from **SKYLINE**.

ADHEARANCE WITH BUILDING PLANS AND WORK ORDERS:

Contractor must act in strict compliance with building plans, written work orders and instructions by **Skyline** Management unless written authorization to do otherwise has been received. Contractor may NOT receive or comply with any instruction or change order from client's or their staff and/or agents without gaining approval **SKYLINE**. Clients and their staff should be directed to **SKYLINE** for changes.

CHANGE ORDERS: All change orders must be made in writing and price determined and agreed PRIOR to execution.

JOBSITE CLEANLINESS AND SAFETY: **Contractor** must work in and maintain a clean and safe jobsite, and comply with all safety protocols and policies of clients, OSHA, and **SKYLINE**. Daily clean up is required.

CONFIDENTIAL INFORMATION: The **Contractor** shall not, while performing services pursuant to this agreement or otherwise, disclose or use for the benefit of himself or herself or any other person, corporation, partnership, joint venture, association, or other business organization, any of the trade secrets or confidential business information of **SKYLINE**. For the purpose of this Agreement, "trade secrets" of **SKYLINE** shall include, but shall not be limited to, any proprietary and technical information of **SKYLINE** in the nature of sales, pricing methods, operating systems, and associated procedures and systems, parts, information, programs, services, systems, inventions, business techniques, identity of clients, and the like developed or employed by **SKYLINE**. For the purpose of this Agreement, "confidential business information" of **SKYLINE** shall include any information that is (i) of any value or significance to **SKYLINE**, and (ii) not generally known to the competitors of **SKYLINE** nor intended by **SKYLINE** for general dissemination, including but not limited to any and all proprietary and technical information of **SKYLINE** in the nature of business operations, operating systems, and associated procedures and systems, accounting and financial data, customers lists, current or potential suppliers/vendors, design systems, pricing and discounting practices, **SKYLINE** market data, sources of supply, special programs relating to sales, project files, prospect reports, training, products and equipment, and information about **SKYLINE** G itself and its executives, officers, directors, and employees. **Contractor** acknowledges that in the course of its dealings with **SKYLINE**, **Contractor** may receive or learn confidential information concerning third parties to whom **SKYLINE** has an obligation of confidentiality, including but not limited to all "nonpublic personal information" about "customers" and "consumers" (as those terms are defined in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted there under (the "Act")) ("Confidential Information"). The Confidential Information may include but not be limited to personal or financial information about individuals who have applied for or purchased financial products or financial services from Clients of **SKYLINE**.

Contractor agrees that it will keep all Confidential Information strictly confidential; that it will not disclose to any third party other than an affiliate of **SKYLINE**, either orally or in writing, any Confidential Information without the prior written consent of **SKYLINE**; and that **Contractor** will not appropriate any Confidential Information to its own use or to the use of any third party. **Contractor** shall use confidential information that is provided by **SKYLINE** only for the purpose for which it was provided and access to it shall be restricted to individuals who require the information to further that purpose

Contractor agrees to comply and cooperate with any and all additional privacy or confidential information policies as promulgated in the future by clients of **SKYLINE**. **Contractor** agrees to take reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all such Confidential Information, to protect against anticipated threats or hazards to the security or integrity of such Confidential Information and to protect against unauthorized access to or use of such Confidential Information, including but not limited to the proper disposal of such information. **Contractor** agrees that at all times it shall be in compliance with the Act.

CONTRACTOR PAYMENTS TO THIRD PARTIES: **Contractor** shall pay any monies owed to its employees, agents, servants, and subcontractors, representatives, material men, and suppliers with respect to work on any property assigned to **Contractor** pursuant to this Agreement. **Contractor** shall not permit or cause any lien to be filed on any property by either **Contractor** or any third party that provides services to **Contractor** pursuant to this Agreement. **Contractor** shall be responsible for all costs incurred in connection with the performance of services hereunder and shall bear any loss or damage to materials, vehicles or other articles held or used in connection with said services.

PAYMENT FOR SERVICES AND CHARGEBACK(S): **SKYLINE** shall pay **Contractor** for services rendered in connection with work performed for on a net Per Diem (Daily) or Weekly Fixed Rate Basis. **SKYLINE** may provide a fuel allowance based on current gas prices and the distance traveled. **SKYLINE** reserves the right to transfer Independent Contractors to Employees, increase payment amount for service fees, and reimburse or provide tools, specialty technology, instruments, or supplies needed for any job assignment. **SKYLINE reserves the right to maintain reserves of one or more pay period(s) to secure adherence to performance policies, ensure return for inadequate services, payment for unprofessional conduct, services, and to secure return in same condition as received company property or other assets.** **SKYLINE** reserves the right to pay for specific assignments on a per-job-basis on a Net 30 basis unless otherwise stated. It is within **SKYLINE** 's sole discretion to determine method of payment, but **Contractor** will be made aware of method of payment PRIOR TO any service **SKYLINE** s being provided. **Contractor** agrees to receive payment promptly after **SKYLINE** receives payment from its clients on a per-job basis. Payment to **Contractor** for services rendered to **SKYLINE** shall be in Accordance with the **SKYLINE** 's Pricing that is provided on each work assignment or order.. **SKYLINE** reserves the right to reduce the amount of any invoice submitted by **Contractor** where and when said invoice fails to

comply with **SKYLINE** billing deadlines or other documentary, evidentiary, customer or other requirements as may be communicated to **Contractor** through **SKYLINE** vendor memoranda or other means. **Contractor** specifically grants to **SKYLINE** a right of offset against balances due to **Contractor**, regarding work or documentation of work, which is charged back to **SKYLINE** by **SKYLINE** 's clients. Chargeback's to **Contractor** shall be non negotiable and at the sole discretion of **SKYLINE**.

NON-COMPETITION AND DO NOT HIRE STATUS: **SKYLINE** reserves the right to maintain a "Do Not Hire" list to be provided to all of its clients detailing the complete names, company names, addresses, EIN/Tax ID/ Social Security Numbers, of all subcontractors, contractors, and vendors who provide services to **SKYLINE**. This is to permit **SKYLINE** 's clients know the identity of contractors of **SKYLINE** and summarily dismiss, disregard, and not utilize the services of said contractors during their service to **SKYLINE**. **SKYLINE** is to be held harmless for the release of this information and **SKYLINE**'s clients use of said information to deny the **Contractor** work or opportunity to provide services to this client directly.

The **Contractor** agrees not to seek, accept, or solicit any work, representation, and authorization for services, job, or other exchange of professional or personal services for the Clients of **SKYLINE** for a period of three (3) years after termination of this contract. The **contractor** may not compete or seek to complete for jobs, work, or any exchange of services for payment with a client of **SKYLINE** .

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BREACH: In the event of Contractor's breach of the terms of this Agreement, either in whole or in part, relative to any property preservation work order or property inspection assignment, **SKYLINE** may, in addition to any remedies provided within this Agreement, arrange for completion of the preservation service or inspection and charge Contractor the cost of said service.

COMPLIANCE WITH LAWS, PAYMENT OF TAXES: Contractor warrants that at all times it shall comply with all applicable federal, state, local, and other laws and regulations (and as such laws and regulations may have been amended or may be amended from time to time in the future) in performing the Services and its other obligations pursuant to this Agreement.

DISPUTE RESOLUTION: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, County of King, without application of its principles of conflict of law. The parties choose the state and federal courts of King County, City of Seattle, in the State of Washington as the chosen venue for any litigation between the parties related in any way to this Agreement. The prevailing party in any dispute arising out of or related to this Agreement, shall be entitled to recover the costs incurred, which costs shall include reasonable attorney's fees, in any legal proceedings including all mediation, arbitration, administrative, appellate or Bankruptcy proceedings. **Contractor** hereby knowingly, voluntarily, and intentionally waives any and all rights it may have to a trial by jury regarding any and all litigation arising out of this Agreement or any and all transactions contemplated herein or any course of conduct or dealings, statements (either verbal or written) or actions of any party related thereto. **Contractor** hereby waives any right it may have to seek to consolidate any such litigation with any other litigation in which a jury trial cannot or has not been waived.

TERMINATION: This Agreement may be terminated with or without cause by either party with thirty days notice for any reason. Termination of this Agreement by either party shall not release **Contractor** from any responsibility or liability on the part of **Contractor** that arises prior to termination. **Contractor** is responsible for completing all outstanding work within the required timeframes. Upon termination of this agreement, **SKYLINE** may withhold all funds due to **Contractor** for services rendered thru the date of termination for a period of 180 days in order to ascertain the applicable offset, if any. All appeals must be submitted no later than 45 days of **contractors** last day of termination of contract. **SKYLINE**, reserves the right to pursue and collect any chargeback's after termination of contract.

TERM: Unless terminated by the mutual consent of the parties or as otherwise provided for herein, this Agreement shall be binding on the parties from the effective date of this Agreement and shall thereafter be automatically renewed on a year to year basis unless otherwise determined by the parties.

NOTICE: Any notice provided for in this Agreement shall be given by mailing such notice by certified mail to the address stated in the introductory paragraph or a party designates such other address in writing.

ENTIRE AGREEMENT: This Agreement sets forth the entire understanding of the parties and supersedes all prior written and oral communications relating thereto. This Agreement may be modified or amended only in writing, signed by a duly authorized representative of each party.

CHANGES AND MODIFICATIONS: This Agreement may be modified or amended only in writing, signed by a duly authorized representative of each party. Section headings are for the convenience of reference only and shall not be construed otherwise.

WAIVER: No failure to exercise, or delay in exercising, on the part of either party, any right, power or privilege hereunder shall operate as a waiver therefore nor will any single or partial exercise of any right, power or privilege hereunder preclude the further exercise of the same right or the exercise of any other right hereunder.

SEVERABILITY: If any part of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect or nullify the remainder of this Agreement, which shall remain in full force and effect.

ASSIGNMENT: Contractor may not assign, transfer or otherwise delegate any of its rights or responsibilities under and pursuant to this Agreement without the prior written consent of SKYLINE Any attempted assignment shall be null and void.

SIGNED this _____ day of _____, 2017.

Contractor Signature

Print Name

SIGNED this _____ day of _____, 2017.

Representative of Skyline Construction Services-NW