

# Safe Living Solutions

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## PROVIDER AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between Safe Living Solutions (“SLS”) and \_\_\_\_\_, whose business address is \_\_\_\_\_ (“Provider”).

WHEREAS, SLS desires to hire Provider to provide services on certain remodeling projects, on a case-by-case basis; and

WHEREAS, Provider desires to provide such services to SLS as an independent Provider, and not as an employee of Safe Living Solutions.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Project Description and Performance. Each Projects information will come from Builders Trend Software. For each Project, SLS shall provide to Provider an Addendum setting forth a detailed description of the scope of work for a particular Project. Other than any specialty materials or manufacture specific equipment supplied by SLS, Provider shall provide all materials, equipment, supervision, and/or, labor (collectively the “Providers Work”) necessary or required to complete the scope of work as described in this Agreement, any Addendum, and/or any related documents including, but not necessarily limited to written bids, plans, specifications, service agreements, and the like (collectively the “Contract Documents”). Provider agrees to commence Provider’s Work as authorized by, and in accordance with, the Contract Documents, and to complete all such Work within the time set forth therein, and in a manner which complies with the Contract Documents, industry standards, manufacturer’s requirements, manufacturer’s warranties, and applicable laws, regulations, codes, and/or ordinances. Provider shall ensure good and proper order, behavior and discipline of all of its employees, and any sub-subcontractors, while performing Provider’s Work, and shall not allow any unfit or improperly skilled employee or sub-provider to perform any of Provider’s Work. Provider shall obtain and pay for all permits, licenses, fees, and other approvals required in the performance of Subcontractor’s Work, and it is Subcontractor’s responsibility to make sure that Provider’s Work complies with all applicable governmental requirements and codes, including local codes and ordinances, and any private covenants of which Provider has been provided. Provider shall provide sufficient personnel and work sufficient hours so as not to delay the progress of the Project or interfere with work to be performed by SLS or other subcontractors. Provider shall reimburse SLS for any actual damages and out-of-pocket costs incurred by reason of Provider’s failure to diligently complete Provider’s Work in the time and manner required by this Agreement. Provider shall cooperate fully with other subcontractors and shall plan and conduct Provider’s Work so as not to damage or interfere with their work. SLS is not responsible for any delays or interference resulting from the acts or operations of other subcontractors, suppliers, agencies, or organizations. If requested by SLS, Provider shall provide periodic progress reports on Provider’s Work. Provider agrees and acknowledges that it is an independent SLS and not an employee of SLS. Provider also agrees and acknowledges that SLS, at its sole discretion, may use other subcontractors who perform the same type of work as Provider.

2. Payment. Subject to the satisfactory and timely performance by Provider of all obligations under this Agreement and the Contract Documents, SLS shall pay Subcontractor, a draw to start and as full compensation for satisfactory completion of Subcontractor’s Work, the amount set forth in the Addendum (“Payment”) within twenty (20) days of SLS’s receipt of payment for Provider’s Work that is undisputed, signed client release form, Dated pictures , less any retainer described in the Contract Documents or other withholding by the owner of the property (“Owner”) on which the Project is located (“Property”). In exchange for payment, Provider shall provide SLS with a signed Mechanics’ Lien Waiver from each person/entity who would have a right to file a mechanics’ lien against the Property, arising from Providers Work, if that person/entity were not paid. If any such mechanics’ liens are filed, Provider shall immediately provide SLS with a copy of same and reimburse any fees, costs, or expenses, including reasonable attorney’s fees, incurred by SLS as a result thereof.

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3. Change Orders. No changes or alterations shall be made to Provider’s Work as described in the Contract Documents except by written change order signed by SLS (“Change Order”). The Change Order shall set forth all changes to Provider’s Work and any resultant additions/deduction to the total Payment due Provider, as mutually agreed by the parties. Provider shall not make any changes to Providers Work, or incur any expenses on the Project, at the direction of any party other than SLS and subject to the prior receipt by Provider of a written Change Order signed by SLS; failing same, Provider agrees to reimburse any fees, costs, or other expenses, including reasonable attorney’s fees, incurred by SLS as a result thereof.

4. Tax and Insurance Requirements. Prior to commencing any work for SLS under this Agreement, Provider, or its agent, shall provide SLS with all of the following: (a) completed W-9 form, including Subcontractor’s EIN or SSN; (b) proof of Commercial General Liability insurance in an amount not less than \$1,000,000.00 combined single limit per occurrence, \$2,000,000.00 general aggregate, and providing coverage for completed/ongoing operations, products liability and contractual liability; (c) proof of Worker’s Compensation and Unemployment insurance in such amounts and upon such terms as is required by law; (d) proof of Automobile Liability insurance in an amount not less than \$1,000,000.00 per accident. Certificates, evidencing the foregoing coverages, shall be provided to SLS prior to commencement of any work hereunder, with replacement/renewal certificates being provided as needed, and, if requested by SLS, shall name SLS as an additional insured and provide SLS with at least thirty (30) days written notice prior to cancellation, non-renewal, or reductions in coverage. Further, Subcontractor’s liability insurance shall be considered primary to any liability insurance maintained by SLS. If Provider fails or neglects to maintain any of the coverages as described herein, SLS may immediately terminate this Agreement upon notice to Provider. Provider shall be solely responsible for any and all payroll taxes, withholdings, and the like for all of its employees and any of its sub-subcontractors.

5. Breach and Default. If Provider breaches any of the Contract Documents, or, in SLS’s sole discretion, fails to proceed with Provider’s Work in a diligent, competent, and workmanlike manner, or causes a delay in the Project, or otherwise jeopardizes the timely or satisfactory completion of the Project, SLS may immediately terminate this Agreement upon oral or written notice to Provider, and, in that event, SLS shall have the right, in its sole discretion, to take over and complete Provider’s Work, without prejudice to SLS’s other rights or remedies for any losses or damages that may arise. If SLS, or another Provider, takes over and completes Provider’s Work under this section, Provider agrees that it shall not remove any materials from the Project site, and that it shall not be entitled to any further payment(s) until all Work on the Project is completed and all costs associated with completing Provider’s Work are deducted from any payment(s) due Subcontractor. If the costs to SLS to complete Provider’s Work under this section, including correction of any damages or defective work, exceed the unpaid balance due Provider, then Provider shall immediately reimburse SLS for such excess costs upon demand. Provider shall be liable to SLS for all damages arising out of or relating to Providers default or breach of this Agreement, including reasonable attorney’s fees. Prior defaults by Provider, without termination by SLS, shall not be deemed a waiver of SLS’s right to terminate at any future time.

6. Indemnification. To the fullest extent allowed by law, Provider agrees to indemnify, save, defend and hold SLS or, and its officers, directors, employees, customers, owners, members, assigns and agents, free, clear and harmless, from and against any obligation, loss, liability, lien, claim, demand, and cause of action arising out of or relating to Provider’s Work, or any default, act, or omission of Provider under the Contract Documents, or violation of any applicable law, code, ordinance or regulation by Provider or anyone for whom Provider is liable (“Liability”), including reasonable attorney’s fees and costs incurred by SLS in defending or prosecuting same. Provider agrees to waive any and all tort or other subrogation rights for property damage or bodily injury arising directly or indirectly out of, relating to, or in connection with the performance of Provider’s Work, including claims against all other subcontractors, independent contractors, their subcontractors, agents, insurers or assigns. Notwithstanding the foregoing, Provider shall not be required or otherwise obligated to indemnify a party indemnified hereunder for a Liability to the extent the same is caused by the negligence or intentional acts or omissions of a party indemnified

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hereunder. All insurance maintained by Provider shall authorize and permit the inclusion and enforcement of the indemnification provisions set forth herein.

7. Warranties. Provider warrants that all of workmanship performed and materials supplied by Provider for Provider’s Work for 2 years shall comply with all applicable laws, regulations and ordinances, including, but not limited to, States specific Codes and requirements, and all applicable building and energy codes. Provider hereby provides a warranty to SLS equal to the warranty that SLS is obligated to provide under the Contract Document or under applicable law, whichever is greater. Provider agrees that any necessary warranty work for up to 2 years will be performed on a timely basis and free of charge to SLS, and that all warranties described in this section shall survive the termination of this Agreement.

8. Compliance and Safety. Provider shall comply with all applicable federal, state and local laws, codes, regulations, ordinances, and OSHA requirements. Provider shall take reasonable and necessary precautions to prevent injuries to its employees, the Owner, other workers, and the general public while performing Provider’s Work. If, in the opinion of SLS, Provider fails or neglects to take such precautions, then SLS may immediately terminate this Agreement upon oral or written notice to Provider and, in that event, Provider shall immediately vacate from the Project site. Provider will ensure that its employees and any of its sub-subcontractors will be free of drugs and alcohol while on the Project site. If any part of the Provider’s Work is subject to the EPA Lead-Based Paint and Renovation, Repair, and Painting Program (40 Code of Federal Regulations Part 745, Subpart E, and any amendments, substitutions, or revisions thereto; the “Regulations”), then Provider agrees to fully comply with said Regulations. Subcontractor’s failure to comply with the Regulations shall constitute a default hereunder and entitle SLS to the indemnification rights set forth herein.

9. Maintenance of Project Site. While performing Provider’s Work on the Project site, Provider shall be responsible for removing and properly disposing of all refuse and construction debris caused by Provider in the performance of Subcontractor’s Work. If Provider fails or neglects to do so, SLS may perform the clean-up at Provider’s sole cost and expense.

10. Disputes. The parties agree to attempt to settle any dispute arising out of or relating to this Agreement, or the Providers Work, by negotiation. If a dispute cannot be settled by negotiation, then the parties agree that the dispute shall be settled through binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association. A party may commence arbitration by serving written notice of same upon the other party via certified mail, return receipt requested, filing a demand for arbitration with the American Arbitration Association, and paying all required filing fees. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order, and the right to allocate costs and expenses. The arbitrator’s award may be entered in, and enforced by, any court having proper jurisdiction. The venue for arbitration shall be in the (Guilford County, NC) where the principal offices of where SLS are located at that time of the filing. The dispute and arbitration provisions set forth in this section shall survive the completion of Provider’s Work, or the termination of this Agreement or any individual Addendum. The parties shall each pay their own attorney’s fees.

11. Termination. Subject to the amendment provisions set forth herein, this Agreement shall govern all Addendums issued by SLS to Provider. Notwithstanding any other termination provision(s) set forth herein, either party may terminate this Agreement without cause upon 30 days written notice to the other party; provided, however, that SLS may immediately terminate any individual Addendum without cause upon oral or written notice to Provider and, in that event, SLS shall promptly pay Provider for Provider’s Work properly completed prior to such notice. All warranties, indemnifications, arbitration provisions, and insurance obligations set forth in the Contract Documents shall survive the completion of Provider’s Work, or the termination of this Agreement or any individual Addendum.

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12. Choice of Law. This Agreement shall be governed by and construed under the laws of the state of North Carolina, irrespective of the domicile of the parties, the state in which this Agreement was entered into, or other conflict of law principles, or, upon advance written notice to Provider, any other state in which the SLS, its affiliates or members are authorized to do business.

13. Amendment. This Agreement may only be amended in writing signed by both parties.

14. Binding Effect. This Agreement shall bind the parties hereto, their successive, heirs, successors and assigns.

15. Non-Assignment. This Agreement may not be assigned by Provider without the express written consent of SLS.

16. Conflict in Documents. The terms of this Agreement shall control in the event of any conflict between the terms of this Agreement and any other agreement or document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date herein first appearing above.

**SLS:**

**PROVIDER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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## ADDENDUM TO ANNUAL PROVIDER AGREEMENT

THIS ADDENDUM, is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between Safe Living Solutions (“SLS”) and \_\_\_\_\_, whose business address is \_\_\_\_\_ (“Provider”).

WHEREAS, SLS and Provider are parties to an Annual Provider Agreement; and

WHEREAS, SLS and Provider have agreed, in Paragraphs 1 and 2 of the Annual Provider Agreement, that additional terms shall be reflected in this Addendum.

NOW, THEREFORE, SLS and Provider, in consideration of the following mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, do agree as follows:

1. Scope of Work. \_\_\_\_\_  
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2. Payment. Draw schedules apply as set forth. \_\_\_\_\_  
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3. Remaining Terms. All terms of the Annual Provider Agreement, except as expressly modified herein, shall remain the same.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date herein first appearing above.

**SLS:**

**PROVIDER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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