



# Work Authorization Agreement

This Work Authorization Agreement (this "Agreement") is made effective as of [Document.CreatedDate] by and between BHILD LLC, of 747 SW 2nd Ave. IMB 6, Suite 169C, Gainesville, FL 32601, hereinafter "bhild" and [Company.IndependentContractorCompanyName], of [Company.Address], [Company.City], [Company.State] [Company.Zip] hereinafter "[Company.IndependentContractorCompanyName]".

## Recitals

bhild has entered into a contracted date [Document.CreatedDate] (the "Original Contract") with of , , ( " "). Under the Original Contract, bhild has agreed to provide what it will be providing. bhild wishes to subcontract with [Company.IndependentContractorCompanyName] for the services provided in Section 1 herein (hereinafter the "Project") and [Company.IndependentContractorCompanyName] agrees to provide such services.

## AGREEMENT

Therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**1. Description of Work.** Beginning on or about [Company.CreateDate][Company.IndependentContractorCompanyName] will provide the following services: [Deal.ProjectDetails] hereinafter "Work".

This Work will be performed at the following: , , .

[Company.IndependentContractorCompanyName] will complete the Work strictly in accordance with any applicable plans and specifications as contained in the Original Contract. Such Work will be provided in a workmanlike manner, meeting all local and state building codes, including the Uniform Building Code or other applicable local regulations. In the event of delays due to internal or/and manufacturing bhild will notify [Company.IndependentContractorCompanyName] with an urgent date adjustment of when Work is to be performed and [Company.IndependentContractorCompanyName] will indemnify bhild for any losses that may occur due to delays. [Company.IndependentContractorCompanyName] would then proceed with beginning the work within Seven (7) days of delays subsiding.

**2. Payment for Work.** In exchange for Work, bhild will pay [Company.IndependentContractorCompanyName] \_\_\_\_\_ herein "Subcontract Amount", for the Work provided in Section 1 herein. Payment will be made, less retainage, not later than Seven (7) days after the Work has been completed. The retained amount shall be paid by bhild within Seven (7) days after completion of the Work and acceptance of that Work by bhild or bhild's designated agent. If requested, [Company.IndependentContractorCompanyName] will provide final lien waivers upon final payment of all sums due.

**3. Completion.** All Work shall be completed by [Company.IndependentContractorCompanyName] on (Date of Completion). Subject to the material and reasonable accommodations being met [Company.IndependentContractorCompanyName] must complete the Work within one (1) week of completion date.

**4. Permits.** bhild shall be solely responsible for obtaining and paying for all necessary permits, licenses and any other instruments required to perform the Work. [Company.IndependentContractorCompanyName] will fully cooperate with bhild in the obtaining of any permits and licenses, as necessary.

## **5. Indemnity and Insurance.**

**a.** [Company.IndependentContractorCompanyName] agrees to indemnify and hold harmless bchild, Owner, Design Professionals, and their respective agents, assigns and designees from all claims, losses, damages, expenses, fees including attorney fees, costs, settlements and judgments arising out of the performance of [Company.IndependentContractorCompanyName] or resulting in whole or in part from the actual or alleged acts, omissions, or breaches of this Agreement by [Company.IndependentContractorCompanyName], or the violation of any relevant laws by [Company.IndependentContractorCompanyName] or its employees, agents or others under its control while performing the Work pursuant to this Agreement.

**b.** [Company.IndependentContractorCompanyName] shall maintain insurance policies of each and every type and which provisions and coverage amounts shall be substantially identical to corresponding requirements of bchild. Furthermore, [Company.IndependentContractorCompanyName] shall provide bchild with written proof of compliance with this paragraph prior to the commencement of the Work.

**6. Change Orders.** If requests or requires any change either expanding or limiting the work to be performed under the Original Contract, [Company.IndependentContractorCompanyName] shall accept such change orders. bchild agrees to provide [Company.IndependentContractorCompanyName] with written notice of any such change orders as soon as reasonably possible after bchild receives such notice. Any resulting increase or decrease in the subcontract price provided for in Paragraph 2 must be in writing, mutually agreed to, and signed by both parties. If the parties are unable to reach an agreement regarding any price adjustment for a change order, [Company.IndependentContractorCompanyName] will proceed with the change order work and the matter shall be submitted to arbitration under the laws of Florida within *forty-five (45)* days from the issuance of the change order. Such arbitration shall set the change order price allowing bchild a reasonable profit, after considering direct costs and reasonable overhead expenses.

## **7. Unforeseen Conditions and Acts of God.**

**a.** Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during performed service, shall be the sole responsibility of bchild. Further, [Company.IndependentContractorCompanyName] shall not be held responsible for reasonable delays caused by such conditions.

**b.** This Agreement is subject to *force majeure*, including without limitation, accidents, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, weather conditions, labor strikes, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the parties. [Company.IndependentContractorCompanyName] shall not be held responsible for reasonable delays caused by such events, but shall use reasonable efforts under the circumstance to avoid or remove such causes of non-performance.

**c.** Nothing in this Agreement shall preclude [Company.IndependentContractorCompanyName]'s claims for recovery of delay damages caused by bchild, Owner, Design Professionals, or parties other than [Company.IndependentContractorCompanyName], its employees, agents or others under [Company.IndependentContractorCompanyName]'s control on this project.

**8. Default.** The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure of bchild to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure of [Company.IndependentContractorCompanyName] to deliver and complete the Work in the time and manner provided for in this Agreement.
- e. Failure to uphold warranty listed in Section 21.

**9. Remedies on Default.** In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this Agreement if the default is not cured within thirty (30) days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

**10. Relationship of the Parties.** The provisions of this Agreement are not intended to create, nor shall be deemed or constructed to create, any joint venture, partnership or other relationship between bhild and [Company.IndependentContractorCompanyName] other than that of independent entities contacting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representatives of the other party. Neither party shall have the authority to bind the other party nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Agreement. Similarly, [Company.IndependentContractorCompanyName] expressly acknowledges that [Company.IndependentContractorCompanyName] is not an agent, employee or representative of and covenants to represent itself accordingly. For a period of two (2) years after the end of the term of this Agreement, [Company.IndependentContractorCompanyName] will not attempt to do business with, or otherwise solicit any business contacts found or during performance of Work or otherwise referred by bhild to [Company.IndependentContractorCompanyName] for the purpose of circumventing, the result of which shall be to prevent bhild from realizing or recognizing a profit, fees, or otherwise, without the specific written approval from bhild. If such circumvention shall occur, bhild shall be entitled to any commissions due pursuant or relating to such transaction.

**11. Access, Signage Rights and Design Plans**

- a.** During the term of this Agreement, [Company.IndependentContractorCompanyName] shall have at all times reasonable access to the site of service, and both [Company.IndependentContractorCompanyName] and bhild will take all reasonable steps necessary to coordinate the progress of work with other subcontractors so that the project can be completed in a timely manner.
- b.** During the term of this Agreement, [Company.IndependentContractorCompanyName] will be *REQUIRED to wear a construction vest provided by bhild*. Construction vests will be required to be always worn while on the job site and will be returned at the completion of this service.
- c.** Bhild will make available to [Company.IndependentContractorCompanyName] all plans, specifications, drawings, blueprints, and similar construction documents necessary for [Company.IndependentContractorCompanyName] to perform the Work bhild has subcontracted to [Company.IndependentContractorCompanyName] . Any such material shall remain the property of bhild. [Company.IndependentContractorCompanyName] will promptly return all such materials to bhild upon completion of the Work.

**12. Notices.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing is not signed for.

**13. Entire Agreement.** This Agreement contains the entire Agreement of the parties regarding the Original Contract, and there are no other promises or conditions in any other agreement whether oral or written.

**14. Waiver.** No waiver by either party of any breach of this Agreement shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

**15. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid or enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. Amendment.** This Agreement may be modified or amended only if made in writing and signed by both parties.

**17. Applicable Law.** This Agreement shall be governed by the laws of the State of Florida.

**18. Assignment.** Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**19. Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement, excluding those described in Section 6 above, will be submitted to mediation in accordance with any statutory rules of meditation in the State of Florida. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**20. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, representatives, successors, and assigns.

**21. Warranty.** [Company.IndependentContractorCompanyName] further acknowledges that the service performed carry a warranty of one (1) year, and that any faulty workmanship and material or deviation from plans and specifications will be corrected by [Company.IndependentContractorCompanyName] within seven (7) working days of written notification.

**22. Acknowledgements** The Subcontractor represents and agrees that it has carefully examined and understands this Agreement, has investigated the nature, locality, and site of the Project and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examinations, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of bhild, the Owner, the Architect/Engineer, the Project Manager, or any of the their respective officers, agents or employees.

**23. Signatories.** This Agreement shall be signed by Nicholas Indellicati, CEO on behalf of bhild and[Company.IndependentContractorCompanyName], Subcontractor.

[Company.IndependentContractorCompanyName]

BHILD LLC

[Company.CompanyFullNameAuthAgent], Authorized  
Agent

Nicholas Indellicati, CEO

