

**VIEWRAIL, LLC
GENERAL CONTRACTOR
AGREEMENT**

This General Contractor Agreement (the "Agreement") is made between Viewrail, LLC, an Indiana limited liability company ("Viewrail") and

a [state] limited liability company/corporation,

including its officers, employees, agents, and representatives (collectively, the "Contractor").

- 1 **Introduction.** This Agreement contains the terms and conditions under which Contractor agrees to perform labor and services as provided in any Purchase Order and accompanying documents, hereinafter defined, (the "Work") from time to time for Viewrail in connection with Viewrail's stair and railing installation operations. This Agreement applies to and governs the furnishing of all Work requested by Viewrail from Contractor at any time following the date of this Agreement unless other terms and conditions are specifically agreed to in writing by Viewrail when particular items of Work are assigned to Contractor. No oral agreements between Contractor and Viewrail either before or after the date of this Agreement shall affect or modify any of the terms of this Agreement.

It is contemplated under this Agreement that Contractor shall do Work for Viewrail on multiple job sites and possibly in more than one state. Other than the specific scope of Work and pricing for a particular job, this Agreement shall govern the full working relationship between Contractor and Viewrail.

- 2 **Materials and Workmanship.** Contractor represents and warrants to Viewrail that it has obtained all necessary state and local contractor's licenses, permits, and certifications in order to legally perform the Work contemplated by this Agreement. Contractor agrees that the Work will be performed in a neat, workmanlike and professional manner and in strict accordance with all applicable plans, drawings, samples, specifications, selection sheets, codes and contracts. Contractor agrees to leave each job site in a clean and orderly condition at the conclusion of each day's work and upon completion of the Work. As more fully set forth herein, Viewrail has the right to back charge Contractor or terminate this Agreement if Contractor fails to comply with any provisions of this Agreement.

- 2.1 **Scope of Work: Knowledge of Site, Plans & Specifications.** Contractor shall carefully examine the job site as well as the plans, drawings, samples, specifications, selection sheets, codes, and contracts in order to fully inform itself as to the existing conditions and to the Work of other contractors of Viewrail occurring in conjunction with its Work.

Plans and specifications govern the scope and quality of the Work but are not represented as being free of error or omission. Contractor, with the assistance of Viewrail, shall be responsible for confirming that the plans and specifications for the Work are correct. Contractor shall immediately notify Viewrail of any errors and omissions in plans or specifications. In no case shall Contractor proceed with the Work without Viewrail consent if Contractor believes that there are any errors or omissions in the plans and specifications. Any Work shown in any one part of the plans or

specifications, but not on all, will be considered to be incorporated in all such documents. Viewrail decision as to the construction and meaning of the plans and specifications shall be final. All materials used in the Work must be approved by Viewrail before installation. The installation of any material by Contractor which has not been previously approved by Viewrail shall be installed at the Contractor's own risk and liability and may be rejected.

All Work performed by Contractor shall meet the requirements of applicable state and local building codes and regulations.

After Contractor completes the Work, it will be responsible for inspecting the Work and correcting any defects before requesting payment. Viewrail will not issue payment until Contractor has corrected any and all defects in the Work to Viewrail satisfaction.

2.2 Change Orders. Viewrail shall have the right, at any time and in any way, to make changes in the Work by written change orders signed by an authorized representative of Viewrail. Contractor shall promptly perform any change so ordered by a properly executed change order. Changes shall be performed under the terms of this Agreement, and any increase in the cost of the Work or in the time in which the Work is to be performed will be outlined in writing by Viewrail at the time of the change order. Contractor must accept terms of change order in writing to be additionally bound by the terms.

2.3 Employment of Personnel. Contractor shall enforce strict discipline and good order among its employees and shall not employ any unfit person, any person who is not legally eligible to work in the United States, or anyone not skilled in the Work assigned to him or her. In addition, Contractor shall not employ any person or subcontractor who, in Viewrail's sole discretion, is determined to be unsuitable for performing Work on a particular project. Contractor agrees to notify Viewrail within twenty-four (24) hours if any state or federal agency should assert that Contractor is in violation of any state or federal law regarding the documentation of employees as to their eligibility to work in the United States. Contractor agrees not to use any subcontractors without the express written permission of Viewrail. Contractor must show proof to Viewrail that Contractor has adopted a code of conduct for its employees.

2.4 Supervision and Quality Control. Viewrail will give installation instruction and installation consultations services to Contractor to help Contractor obtain the most efficient methods and techniques for the Work covered under this Agreement. Contractor shall perform the Work in accordance with the schedule established by Viewrail. Contractor shall designate a competent foreman to be in charge of the Work at all times; and such foreman shall be authorized to act for Contractor and shall be responsible for all Work performed by Contractor, if at any time Viewrail for whatever reason, determines that the foreman or any of the workers under his control should be replaced, Contractor shall do so immediately.

2.5 Protection of Work. Contractor shall take adequate precautions to protect the Work materials. When requested by Viewrail, Contractor will protect the Work from, but not limited to, weather, theft, vandalism, and other potential damage as specified by

Viewrail. Contractor is responsible for all machinery, stored material, equipment, tools, trucks, and trailers and will protect against loss, vandalism, and theft at its own expense.

Contractor shall protect property and persons by furnishing all necessary bracing, shoring, and reinforcing, and by providing for locks, barricades, signs, lights and any such other warning devices as may be appropriate under the circumstances.

- 2.6 Site Clean Up.** Contractor shall remove to a location or locations as designated by Viewrail all rubbish, debris and surplus materials which may accumulate from the performance of the Work covered by this Agreement. Contractor shall leave the job site in "broom clean" condition daily. Any glue, mastic, Spackle, etc. shall be scraped from walls, floors, stairs, and/or railings.

If Contractor fails to perform any of the clean-up responsibilities specified herein, Viewrail will have the right, after notifying Contractor one time by phone, of completing Contractor's clean-up responsibilities and back charging Contractor for all related costs, including supervision and overhead expenses, and/or withholding all money due to Contractor under this Agreement or otherwise.

- 3 Warranty and Service.** All Work performed by Contractor shall be unconditionally warranted to Viewrail and Viewrail's customer to be free from defects in workmanship for a period of one (1) year from completion of the Work by Contractor (or for such longer period if required by local law). The determination as to what constitutes a defect in workmanship will be within the sole discretion of Viewrail, which discretion shall be reasonably exercised. The repair of defects shall be performed by Contractor within five (5) business days of notification by Viewrail or within such other reasonable time as may be agreed to by Viewrail under the circumstances of the particular situation.

Failure of Contractor to make timely repairs hereunder shall entitle Viewrail to cause the correction of such defects to be performed by third parties. Further, the cost of such work, including supervision and overhead expenses, will be charged, or back charged to Contractor.

If requested by Viewrail, Contractor will respond directly to Viewrail's customer's request for service, and these requests will be handled as if they were requested by Viewrail under the terms and conditions specified herein.

- 4 Statutory Compliance.** Contractor assumes full responsibility for complying with all federal, state, and local statutes, codes, and regulations applicable to the Work (including obtaining any applicable permits, licenses (of any nature), and/or inspections). Among other things, Contractor specifically agrees to be solely responsible for complying with all applicable laws and regulations concerning health, safety, and accident prevention including (without limitation) the Federal Construction Safety Act and the Occupational Safety and Health Act of 1970 and all subsequent amendments and revisions thereto ("OSHA"). Contractor acknowledges that Viewrail insists on strict compliance with all OSHA safety regulations. Contractor shall have in place all necessary written safety policies, written hazard communication policies and safety violation enforcement

procedures.

Contractor agrees that it shall be responsible for paying all penalties assessed by any local, state or federal occupational safety and health organization to Viewrail for violations created by the acts or omissions of Contractor. Contractor acknowledges that Viewrail may issue verbal and written warnings, with fines for which Contractor shall be responsible, for safety violations that employees of Viewrail identify on its job sites. Contractor may be asked to leave the jobsite if they do not comply with OSHA regulations.

- 5 Independent Contractor Status and Employment Practices.** Contractor acknowledges that Contractor is not an employee of Viewrail and realizes that Viewrail will not pay or withhold from compensation paid to Contractor pursuant to this Agreement any sums customarily paid or withheld for or on behalf of Contractors including income taxes, social security, unemployment, or workers' compensation. Contractor understands that it will be responsible for paying all such sums, agrees to pay such sums when due and agrees to indemnify and hold Viewrail harmless from all costs, losses, liabilities, and expenses incurred by Viewrail with respect to such matters. Contractor further agrees to report all compensation paid hereunder as income on Contractor's state and federal income tax returns. Contractor further acknowledges that Viewrail will file reports with appropriate state and federal tax authorities regarding compensation paid hereunder. As an independent Contractor, Contractor will not be entitled to any fringe benefits, such as unemployment insurance, medical insurance, pension plans, or other such benefits that would be offered to regular employees of Viewrail. Contractor acknowledges that it is not an agent of Viewrail and has no authority to legally bind Viewrail in any contracts or other agreements. While performing services hereunder, Contractor shall conduct itself at all times so as to advance the best interests of Viewrail, but Contractor is not required to report to Viewrail's place of business on a daily basis or to be subject to regular hours. Contractor agrees in connection with the performance of Work under this Agreement not to discriminate against any employee or applicant for employment on the basis of race, creed, color, sex, national origin or any other protected class.

- 6 Payment to Contractor.** A purchase order will be submitted by Viewrail to Contractor ("Purchaser Order"). The Purchase Order will include the total payment/hourly rate to Contractor, schedule of work, and definition of the Work (shop drawings, measurements, material list).

If requested by Viewrail, Contractor shall, as a condition to receiving payments for the Work, and as a prerequisite thereto, execute and deliver to Viewrail full and complete waivers and/or releases of liens and affidavits for all labor, material, equipment, supervision, and services furnished by Contractor, its laborers, suppliers and/or materialmen in connection with the Work.

Viewrail may, at its sole discretion, withhold monies to Contractor in the event there are outstanding warranty/service items on current or previous Work that are directly resulting from Contractor workmanship.

Contractor agrees to indemnify Viewrail for, and to save it harmless against, any and all liabilities, losses, damages and costs (together with reasonable attorneys' fees), arising

from or connected with any liens for labor, material, equipment, supervision and services furnished by Contractor, suppliers and/or materialmen in connection with the Work. Contractor shall promptly satisfy, bond off, or otherwise have canceled of record any lien or lien claim as a condition precedent to receiving any further payments from Viewrail for the Work, and Viewrail shall have the right to withhold one hundred fifty percent (150%) of the amount of any such lien or lien claim from any payments due Contractor (together with reasonable attorney's fees) until such lien or lien claim is satisfied, bonded off or otherwise canceled of record.

Contractor is solely responsible for all monies owed by it (i) for any labor, materials, transportation and taxes, and (ii) to any supplier, insurance company, government agency or anyone who may have claims against Contractor for Work it has performed for Viewrail. Viewrail has the right, but not the obligation, to make payments due to Contractor directly or jointly to other parties owed by the Contractor, unless Contractor provides Viewrail written notification and documentation of any legitimate dispute between Contractor and such other parties within twenty-four (24) hours of being requested to do so by Viewrail.

Viewrail will issue payment to Contractor within 10 business days after Viewrail receives and invoice from Contractor and Viewrail confirms customer satisfaction with the Work. Contractor must provide complete pictures of the Work to Viewrail in digital format before any payment will be issued to Contractor.

- 7 **Insurance.** At all times while performing the Work, and for a period of two (2) years thereafter, Contractor will maintain for the benefit of itself and Viewrail the following minimum insurance coverages:

- 7.1 **All Necessary Statutory Worker's Compensation Insurance** in full compliance with applicable federal, state, and local laws such that Viewrail will have no liability to Contractor's employees and agents. In that regard, Contractor agrees to indemnify Viewrail and hold Viewrail harmless from any and all costs assessed directly or indirectly against Viewrail for the Contractor's employees. Contractor's worker's compensation insurance policy shall have a limit of not less than \$500,000.00 per accident and \$500,000.00 disease coverage per employee;
- 7.2 **Comprehensive Bodily Injury and Property Damage General Liability Insurance** of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate liability, and \$2,000,000.00 products and complete operations;
- 7.3 **Comprehensive Bodily Injury and Property Damage Automobile Liability Insurance** covering all owned, hired, and non-owned automobiles and other vehicles and equipment with a combined single limit of not less than \$1,000,000.00;
- 7.4 **Optional Umbrella Liability Policy.**¹ Contractor may obtain an optional umbrella liability policy to cover any gaps between Contractor's current insurance coverage and the insurance coverage minimums referenced above provided that said umbrella policy affords coverage with the same terms and conditions as the policies mentioned above.

¹ Any umbrella liability policy obtained by Contractor cannot be used in place of any applicable worker's compensation insurance coverage requirements.

Contractor shall add Iron Baluster, LLC dba Viewrail, LLC 1722 Eisenhower DR. North Goshen, IN 46526 as an "Additional Insured" for general liability, auto and umbrella/excess liability insurance policies. The general liability additional insured endorsement shall include on-going and completed. Each policy shall provide for waiver of subrogation (including Worker's Compensation) in favor of Viewrail and contain an endorsement specifying that with respect to claims arising out of this Agreement the insurance provided by Contractor shall be considered primary and non-contributory and any insurance maintained by Viewrail shall be considered excess.

Contractor will provide to Viewrail certificates of insurance or other appropriate evidence of compliance with the provisions of this Section 7 promptly after the signing of this Agreement and on or before the anniversary date of each policy during which Work is to be performed. Each certificate of insurance shall contain an unqualified clause to the effect that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to Viewrail.

The amounts and types of insurance set forth herein are minimums required by Viewrail and shall not be substituted for an independent determination by Contractor of the amounts and types of insurance, which Contractor deems to be reasonably necessary to protect itself and the Work.

- 8 **Waiver, Release, Indemnification and Termination.** Contractor recognizes that Contractor, and not Viewrail, is to be responsible for (i) injuries to Contractor and its employees, and others; and (ii) for other claims arising from or relating to the Work. Contractor intends to hold Viewrail harmless against any such injuries and claims. Accordingly:

- 8.1 **Waiver.** Contractor expressly waives any provision of applicable federal, state and local workers compensation laws which might prevent Contractor being joined as a defendant or enable it to avoid liability to Viewrail or to any third party for damages, contribution, or indemnity, where Contractor or any subcontractor of Contractor, or any of their respective employees, officers, agents or invitees, makes any claim for damages against Viewrail or commences any civil action related thereto.
- 8.2 **Release.** Contractor releases Viewrail and its affiliates, and the employees, officers, agents, and invitees of each of them, from any liability, damage or cost arising from or connected with the Work, regardless of cause, including, without limitation, any liability arising from or connected to the death of or any injury to Contractor or with respect to any damage to the property of Contractor, or of any subcontractor of Contractor, or any of their respective employees, officers, agents or invitees.
- 8.3 **Indemnification.** Contractor agrees to indemnify Viewrail and its affiliates, and the employees, officers, agents and invitees of each them for, and to save them harmless against, any and all liabilities, losses and costs caused solely by the negligence of Contractor, agents and employees, or any third parties to this Agreement (together with reasonable attorney's fees), arising from or connected with (i) Contractor's breach of or

non-compliance with any of the representations or provisions of this Agreement; (ii) any alleged personal injury, death or property damage arising from or connected with the Work; (iii) any alleged defect or malfunction in any of the services or materials provided in connection with the Work; or (iv) any violation by Contractor of any state or federal law regarding the documentation of employees as to their eligibility to work in the United States. Notwithstanding the foregoing, no provision of this Agreement shall obligate Contractor to indemnify Viewrail and its affiliates for any liability attributable to the sole or concurrent negligence of Viewrail or its affiliates.

8.4 Termination. The following acts on the part of Contractor will result in the immediate termination of this Agreement and suspension of Contractor from the job site. Such suspension will not relieve Contractor in any way from its responsibilities with regard to Work already performed:

- 8.4.1 Any breach of any provision of this Agreement by Contractor;
- 8.4.2 Any delays in the performance of the Work by Contractor caused by Contractor's failure or refusal to supply enough skilled labor to meet Viewrail schedule;
- 8.4.3 Any delays in the performance of work by other contractors caused by Contractor's acts or omissions;
- 8.4.4 Contractor's failure to promptly pay any labor, material supplier or lien claimant;
- 8.4.5 Contractor's bankruptcy, insolvency, receivership, assignment for the benefit of creditors, or the institution of any similar proceeding by or against Contractor;
- 8.4.6 The use by Contractor or any of Contractor's employees or agents of any alcoholic beverages or illegal drugs of any kind on the job site. Contractor agrees to impose and strictly enforce a regulation to this effect and to inform that such a regulation will be strictly enforced. Any employee found to have violated said regulation is to be replaced immediately;
- 8.4.7 Contractor's failure to meet quality workmanship standards set forth by Viewrail; or
- 8.4.8 If a Contractor or Contractor's agent or employee:
 - fails to operate motorized vehicles or equipment in a safe and orderly manner;
 - employs workers who fail to follow accepted safe labor and material installation practices; or
 - leaves the job site in an unsafe condition during and after construction (such as missing guardrails, etc.) in direct violation of OSHA or any similar state or local equivalent, whichever is more stringent.

Upon termination of this Agreement by Viewrail, Viewrail shall have the right to enter upon the job site and take possession, for the purpose of completing the Work, of all

drawings, materials, tools, and other equipment thereon, and Viewrail may employ any other person or persons to finish the Work and provide the materials therefor. Under such circumstances, title to all materials on the job site shall immediately vest in Viewrail and Contractor shall be prohibited from entering on the job site to recover its tools or equipment without the prior written consent of Viewrail. Upon termination of this Agreement by Viewrail, Contractor shall not be entitled to receive any further payment under this Agreement or any other agreement between the parties until the Work is fully completed; at which time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by Viewrail in finishing the Work (including any damages incurred as a result of delays in completion of the Work caused by Contractor), such excess (less an amount sufficient to cover potential warranty claims resulting from defects in the Work) shall be paid by Viewrail to Contractor; but if such expenses shall exceed such unpaid balance, Viewrail has the right to deduct such excess expenses from any monies owed Contractor from Viewrail pursuant to any other agreement between the parties, and if there still remains an unpaid balance then Contractor shall pay the difference to Viewrail.

- 9 **No Solicitation.** Contractor agrees that, during the term of its affiliation with the Viewrail and for a period of one (1) year after the termination of its affiliation with the Viewrail, whether such termination is voluntary or involuntary on the part of the Contractor and whether such termination is with or without cause, Contractor will not:

- 9.1 Solicit or attempt to solicit, for competitive purposes, the business of any of Viewrail's customers or solicit or attempt to solicit, for competitive purposes, the business of any of Viewrail's prospective customers, or otherwise induce such customers or prospective customers to reduce, terminate, or restrict or alter their business relationships with Viewrail in any fashion; or
- 9.2 Induce, attempt to induce, solicit or hire any employee or other independent contractor of Viewrail to leave Viewrail for the purpose of engaging in a business operation that is competitive with Viewrail's business.

Contractor agrees that a breach or a threatened breach by Contractor of the provisions of this Section would cause immediate and irreparable injury, loss or damage to Viewrail and that monetary damages would be difficult if not impossible to ascertain. For this reason, Contractor agrees that Viewrail shall be entitled, in addition to all other remedies at law and without posting bond, to injunctive relief, including a temporary restraining order, a preliminary injunction and a permanent injunction enjoining Contractor from breaching the provisions of this Section, as well as all reasonable attorneys' fees incurred to enforce the provisions of this Section. This covenant shall survive termination of this Agreement.

- 10 **Assignment.** If Contractor assigns or subcontracts any portion of the Work (which may be done only with the prior written consent of Viewrail), Contractor must require each such assignee or subcontractor to comply with the pertinent provisions of this Agreement, and Contractor hereby unconditionally guarantees compliance with those provisions by any assignee or subcontractor.

Viewrail may assign this Agreement to any of its affiliates in its sole and absolute discretion.

- 11 **Successors.** Subject to Section 10, this Agreement will be binding on and will inure to the

benefit of the parties and their respective heirs, administrators, executors, successors, and permitted assigns.

- 12 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Indiana.
- 13 **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- 14 **Legal Fees.** In the event of any litigation or arbitration arising out of this Agreement, the non-prevailing party shall, upon demand, pay all the prevailing party's costs, charges and expenses, including the fees and out-of-pocket expenses of counsel, agents and others retained by the prevailing party incurred in enforcing its rights hereunder or incurred by the non-defaulting party in or with respect to any litigation, claim, negotiation or transaction which is related to or arises from any dispute, act or omission of or involving the non-prevailing party and which causes the prevailing party, without the prevailing party's fault, to become involved.
- 15 **Term.** This Agreement shall continue in full force and effect unless specifically terminated or for a period of five (5) years, whichever first occurs. As set forth in Section 8.4, Viewrail may terminate this Agreement immediately under certain circumstances. In addition, either party may terminate this Agreement, for any reason, by giving the other party at least thirty (30) days prior written notice.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, intending to be legally bound hereby. Viewrail and Contractor have entered into this Agreement as of the _____ day of _____, 20____.

CONTRACTOR:

VIEWRAIL, LLC:

(Print Name of Contractor)

By: _____

Name: _____

Contractor Federal Tax
Identification Number

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Telephone Number: _____

E-Mail Address: _____

Fax Number: _____

Mobile: _____

Licensed State #: _____

Trade License #: _____

Address: _____

