

MAGNUM ENTERPRISES, INC. CA LIC. # 436517
 515 NORTH PUENTE STREET, BREA, CA 92821
 TELEPHONE (714) 828-1191 FAX (714) 828-6455

Project Agreement

To _____ _____ _____ _____	Attention _____ Cell No. _____ Phone No. _____ Fax No. _____ E-Mail _____	Date _____ Job No. _____ Phase/CC _____
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Project _____ Address _____ _____ _____	Vendor No. _____ Project Manager _____ Jobsite Phone No. _____	File No. _____ Supt. _____ Cell No. _____
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You are hereby authorized to provide all material, labor, equipment, service, etc., necessary and incidental for the complete **SCOPE** Work as per plans and specifications, bid documents, soils report, local governing agencies, owner, and landlord criteria. This Project Agreement is inclusive of all Terms and Conditions of the signed Master Subcontract Agreement and shall specifically include, but is not necessarily limited to the following:

AMOUNT: **\$.00**, sales tax included.

CONTRACT DOCUMENTS:

PAYMENT TERMS: Invoice the General Contractor by the 20th of the month, prorated through month end. "Subcontractors who have complied with all paperwork requirements (see project specific requirements below) will be paid by the first of the month", forty (40) days later. Unless provided with original unconditional and conditional releases from suppliers filing preliminary notices and/or joint check agreements, all payments to suppliers will be made via joint checks. In the event that subcontractor does not provide supplier releases to General Contractor a \$50.00 per check accounting fee will be backcharged to this contract if General Contractor is required to contact suppliers in order to obtain releases from suppliers. Progress and final payments will be contingent upon receipt of original Unconditional Releases Upon Final Payment from all suppliers filing preliminary notice and/or joint check agreements.

RELEASES: All subcontractors, and their suppliers, filing preliminary notices (or as requested by Magnum Enterprises, Inc.) are required to provide to Magnum Enterprises, Inc., Original Conditional Waivers and Releases Upon Progress Payment, with each invoice (attached as Exhibit "A"). In addition, Original Unconditional Waiver and Release Upon Progress Payment (attached as Exhibit "B") must be submitted for each previous progress payment you have received. It is your responsibility to collect these releases from your suppliers and provide them to Magnum Enterprises, Inc., as a **complete** "package", no later than the 10th of the month following your billing. Should you fail to provide this "package" and if Invoices are received after the 20th, you will **miss the payment cycle** and your invoice will be processed in the next payment cycle, subject to the receipt of the correct "package" within the time frames specified herein. Upon receipt of all of the above noted releases your current progress invoice will be processed for payment. If it becomes necessary for Magnum Enterprises, Inc. staff to obtain your supplier or vendor releases, there will be a fifty dollar (\$50.00) service charge, per release or joint check, deductible from this contract, to perform this service. This will be enforced!!! Magnum Enterprises, Inc., reserves the right to issue joint or single party checks at its sole discretion. Ten percent (10%) retention shall be held until after completion of the project and final payment will be contingent upon receipt of all Original Conditional and Unconditional Releases Upon Final Payment (attached as Exhibit "C" and "D") from subcontractor and from all suppliers and vendors filing preliminary notices. All billings and billing inquiries are to be directed to Magnum Enterprises, Inc., Brea Office. Magnum Enterprises, Inc. reserves the right to request subcontractor's vendor invoices to substantiate progress payments and validity of same.

cc: Accounting, Superintendent, Project File

Initials _____



Project Agreement

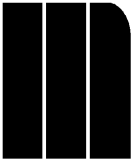
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Scope of Work:

- 1.
2. Have the same qualified foreman on this project at all times during execution of this scope of work, unless otherwise approved or directed by Magnum Enterprises, Inc. (MEI).
3. English Speaking Representative – At all times when performance of work is being conducted by any employee of this Subcontractor, the Subcontractor shall have a representative present on site who has the capability of receiving instructions in the English language, fluently speaking the English language and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding. The General Contractors Project Superintendent and/or the Project Manager shall have the right to determine whether the subcontractor representative has sufficient technical and lingual capabilities and any individual not acceptable to the Project Superintendent and/or Project Manager shall be replaced immediately.
4. All Subcontractor Change Order Requests must have been submitted no later than ten (10) working days from completion of subcontractor’s Scope of Work. Requests received after this period will be denied. All Change Order work must be pre-authorized and approved by the Project Manager. Change Order Requests must contain said authorization with proper back up when submitted. ALL requests must be submitted to the Project Manager. Do not send to the MEI accounting department.
5. Progressive clean up and removal of all debris related to this scope of work on a **daily basis**. Protect all existing finishes from damage due to this subcontractor’s work at both building and site. Any cleaning and/or repair required are the responsibility of this subcontractor. If clean up of subcontractor’s debris or materials is performed by MEI, subcontractor will be issued a deductive Change Order for the costs.

Initials _____

SAMPLE



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If Subcontractor should violate the terms and conditions of this Project Agreement, Contractor will give a twenty-four (24) hour notification prior to taking measures to expedite the completion of Subcontractor's contractual obligations.

In the event of litigation or arbitration to enforce the terms of this Project Agreement, the prevailing party shall be entitled to recover costs and reasonable attorney fees.

PLEASE SIGN AND RETURN ONE ORIGINAL WITH INSURANCE WITHIN FIVE (5) DAYS OR PRIOR TO JOBSITE MOBILIZATION, WHICHEVER IS SOONER. THANK YOU!

ALL INVOICES MUST HAVE LIEN WAIVER ATTACHED THERETO, AND BE SUBMITTED IN THE ATTACHED FORMAT.

ACCEPTED AND AGREED:
 (COMPANY)

AUTHORIZED BY MAGNUM ENTERPRISES, INC.

 Signature Date

BY: _____

 Print Name Title

