

## AlacNET<sup>SM</sup> MASTER CONTRACT

**IMPORTANT: This document is a contract that contains important and legally binding terms regarding your relationship with Alacrity Renovation Services, LLC and AlacNet<sup>SM</sup>. Read this contract carefully before signing or attaching your signature/electronic signature. If you have any questions about the meaning or content of this Master Contract, you should consult your personal lawyer.**

This Master Contract is made between Alacrity Renovation Services, LLC (hereinafter the "Network Administrator") and the Company/Corporation and Principal identified on the signature page or as identified to the Network Administrator via AlacNet<sup>SM</sup> (hereinafter the "Contractor"). This Master Contract is made as of the date appearing adjacent to the signature line (or if no date appears thereon, the date it is submitted electronically).

For good and valuable consideration, each to the other, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Contractor acknowledges receipt of and agrees to comply with and be bound by the terms and conditions of this Master Contract, including the Network Administrator's General Terms and Conditions of Membership, Confidentiality and Assignment Agreement, PAS Agreement, and Network Fee Addendum, each of which are incorporated herein by reference as if restated in their entirety, and as those documents may from time-to-time be amended by the Network Administrator at its discretion. The current version of each of these documents may be found and downloaded at any time at [www.alacrity.net](http://www.alacrity.net).

2. Contractor agrees to furnish all labor, materials, tools, equipment, and other requirements necessary to perform the work specified in Work Orders and Contract Documents (as those terms are defined in the General Terms and Conditions of Membership) on an as needed basis. Contractor agrees that Work Orders are issued at the sole discretion of the Network Administrator, and that Contractor shall perform work specified in Work Orders and Contract Documents at locations within those zip codes approved and identified in the AlacNet<sup>SM</sup> system, and which may be amended at the discretion of the Network Administrator.

3. Contractor agrees that it shall commence work no later than five (5) calendar days after receipt of any Work Order.

4. This Master Contract may be terminated by either party upon 30 days written notice to the other, sent by U.S. mail or by courier with proof of delivery, to the last known address of the other; except that that all obligations of the Contractor pursuant to this Master Contract with respect to Work Orders previously issued (including, without limitation, to guarantees and the obligation to correct defective work, to pay all subcontractors and suppliers, to remove liens filed by subcontractors and/or suppliers) shall survive termination.

5. The Network Administrator may immediately terminate this Master Contract for cause. As used herein, "cause" shall mean that the Network Administrator has made a determination, which determination may be in the absence of any judicial or other independent finding of fact, that the Contractor: (i) breached this Master Contract or any portion thereof; (ii) committed fraud or any illegal act in the performance of its duties under the Master Contract; (iii) violated any law or regulation; (iv) withheld or misappropriated funds belonging to the Network Administrator, an Insurer, or Policyholder (as those terms are defined in the General Terms and Conditions of Membership); (v) misrepresented any material information in its application or in the course of its appointment as an AlacNet<sup>SM</sup> member; (vi) defamed, libeled, slandered or disparaged the Network Administrator, an Insurer, or their employee; (vii) engaged in unprofessional, profane, abusive, harassing or threatening conduct toward any Policyholder, Network Administrator, Insurer, or their employee; (viii) becomes insolvent or bankrupt, or upon the institution of such or similar proceedings by or against it; or (ix) fails to fully satisfy any outstanding debt owed to the Network Administrator within thirty days of the date such debt is incurred or ten days of the Network Administrator's

demand therefor, whichever first occurs.

6. The Contractor understands and agrees that its compensation for each Work Order shall be the Unit Prices contained in the estimating software in use by the Insurer for which the Contractor performs work through Alacrity, and modified when applicable by the current Adjustment Factor in use. The Contractor will be provided with the applicable Unit Prices and Adjustment Factors in use prior to the start of work.

7. Payment shall be made to the Contractor on each individual Work Order in accordance with the business practices of the Insurer. All affidavits, interim and final lien releases, and certificates required will be provided to Contractor at the time payment is requested.

8. Contractor agrees and understands that the Policyholder is the sole party obligated to make any payment to the Contractor for work performed under any Work Order.

9. Contractor agrees to accept electronically transmitted Work Orders, and to perform the work required therein in accordance with the Contract Documents and for the price stated therein.

10. Warranties and guarantees for each Work Order shall run from the date of Final Completion of each Work Order, as evidenced by an executed Certificate of Satisfaction/Completion, unless expressly provided otherwise in writing.

11. Contractor agrees to pay to Network Administrator a fee (the "Network Fee") for, among other things, the right to use the AlacNet<sup>SM</sup> system and services during the term of this Master Contract (including the license to use proprietary AlacNet<sup>SM</sup> documents, forms, and estimating software, and for initial training on the AlacNet<sup>SM</sup> system and software), and as described in the Network Fee Addendum which is attached hereto and incorporated herein by reference.

12. Contractor's right to receive any compensation under or in conjunction with this Master Contract shall at all times be subordinate to the right of the Network Administrator, in its sole discretion, to offset or apply such compensation against any indebtedness Contractor has (or is anticipated to have) to the Network Administrator or any affiliate. As used herein, the term "indebtedness" means any sum the Network Administrator believes in good faith to be or which may become owed by Contractor to the Network Administrator or any affiliate, whether or not Contractor agrees and notwithstanding the absence of a judicial or other independent determination of the validity of such indebtedness. In the event any compensation due Contractor is insufficient to fully satisfy its indebtedness and/or anticipated indebtedness, Contractor agrees to pay such indebtedness within ten days of demand therefor and further agrees to reimburse the Network Administrator for all costs and expenses incurred in collecting any indebtedness, including but not limited to reasonable attorney's fees and court costs.

13. All notices and written communications required under this Master Contract or the Contract Documents shall be sent to the Contractor at the address reflected on AlacNet<sup>SM</sup>, and to the Network Administrator at Alacrity Renovation Services, LLC, 360 E. 10<sup>th</sup> Ave., Suite 320, Eugene, OR 97401, Attention: Manager of Contracts and Credentialing.

14. Contractor agrees to provide the Network Administrator completed Disclosure Statements for all principals, foremen, and employees of Contractor, or any subcontractor working at a Policyholder's property or representing the Contractor. Contractor will update its Disclosure Statements on an annual basis, and also promptly with any change that occurs to the previously disclosed status.

Network Administrator will not use Contractors where any principal's background check reveals or would have revealed (i) information indicating that a principal poses a risk to the health or safety of others; (ii) evidence of violent or physically abusive behavior; (iii) convictions for any alcohol/drug related driving offense suggesting the individual is, in the sole opinion of the Network Administrator, a habitual offender; (iv)

criminal indictment; (v) conviction or plea of guilty or *nolo contendere* to any felony or misdemeanor charge involving trustworthiness or dishonesty, including but not limited to embezzlement, fraud or theft; or (vi) conviction or plea of guilty or *nolo contendere* to any felony charge.

Network Administrator will not use Contractors where there is or has been any action on a principal's part that could reasonably be construed to be defamatory, libelous, or materially prejudicial to the Network Administrator, an Insurer, or a Policyholder.

Contractor shall not allow any foreman or employee whose background check revealed or would have revealed any of the above criteria to perform any role, function, or work on any Work Order.

15. Contractor agrees to notify Network Administrator promptly in the event that any of the following occur: (i) Contractor/Principal is the subject of or otherwise become aware of any formal or informal complaint, inquiry, or investigation related to it; (ii) Contractor/Principal are or become a party to any legal proceeding in any jurisdiction; (iii) Contractor/Principal's license is suspended or revoked, or insurance is cancelled in any jurisdiction; (iv) Principal is convicted of any crime; or (v) Principal is alleged or is found to have engaged in or committed fraud. Contractor also agrees to notify the Network Administrator promptly upon receipt of service of process regarding any regulatory, judicial, or other proceeding regarding or naming Contractor or Principal as a party.

16. Contractor shall list Alacrity Renovation Services, LLC as an Additional Named Insured on the Contractor's insurance policies, provide proof of insurance when requested, and shall additionally defend, indemnify, and hold harmless Alacrity Services, LLC, from all claims arising out of Contractor's or its subcontractors/employees' performance pursuant to or related to this Master Contract.

17. Contractor agrees to indemnify, hold harmless and defend (with counsel of the Network Administrator's choice) the Network Administrator against any claim, judgment, loss, settlement, cost, damage or other expense (including but not limited to attorneys fees) that Network Administrator may suffer or incur as the result of Contractor's or Contractor's subcontractor employee error or omission, fraudulent, negligent, or other unauthorized act, or breach of this Master Contract. The Network Administrator shall have exclusive authority to direct the defense and effect any settlement in any action for which the foregoing indemnity may apply. Contractor also agrees to reimburse the Network Administrator for any judgment, loss, settlement, cost, damage or other expense (including but not limited to attorneys fees) incurred by Network Administrator in answering, defending or otherwise addressing any: arbitration claim; attachment; complaint; court proceeding; dispute; garnishment; regulatory or other inquiry or investigation; or other proceeding involving Contractor. Contractor shall, upon demand, pay Network Administrator as a debt due under this Master Contract any sums due in accordance with this section. Contractor agrees that under no circumstances shall Network Administrator be liable to it (or anyone claiming through it) for any lost profits or indirect, incidental, punitive or consequential damages in connection with this Master Contract.

18. Contractor agrees to cooperate at all times with Network Administrator and/or any of its agents or lawyers in any internal or external inquiry or investigation that relates to Contractor or the business of the Network Administrator, including but not limited to inquiries that arise in the context of any administrative, regulatory or judicial proceeding.

19. Network Administrator may, at its sole discretion and without incurring any liability to Contractor, retire from any jurisdiction and may discontinue or withdraw services from any jurisdiction where Contractor is licensed, without prejudice to the right of the Network Administrator to continue operations/services in any other jurisdiction.

20. This Master Contract constitutes the entire agreement between the Contractor and Network Administrator with respect to the subject matter hereof and abrogates, terminates, and supersedes any prior written or oral agreement or representations relating thereto. No statements made orally, either before or after the

date of execution of this Master Contract, shall have any impact on this Master Contract or modify it in any way.

21. Contractor may not change or amend any term of this Master Contract without the Network Administrator's written approval. The Network Administrator may amend or change any term of this Master Contract at any time, upon written notice to Contractor, via e-mail or otherwise or by publication on its web-site. Network Administrator may also amend or change any guideline or policy, whether or not such guideline or policy is referenced in this Master Contract. Any such amendment or change shall be effective upon written notice to Contractor via e-mail or otherwise or by publication on its web-site.

22. Any failure by the Network Administrator to enforce its rights hereunder shall not constitute a waiver or estoppel of the Network Administrator's right to thereafter enforce any of said terms, conditions, or covenants. This Master Contract cannot be modified by any acquiescence in practices or course of dealing by the Network Administrator that may be contrary to the terms of this Master Contract.

23. Contractor may not assign, transfer, or pledge this Master Contract or any compensation payable hereunder without the advance written consent of the Network Administrator. Network Administrator may grant or refuse consent to the assignment of this Master Contract at its sole discretion; the Network Administrator's consent to assignment of any compensation due hereunder shall not be unreasonably withheld. However, no assignment of any compensation hereunder shall be binding upon the Network Administrator unless it is agreed to in writing and filed at the Network Administrator's headquarters. The Network Administrator assumes no responsibility as to the validity or effect of any such assignment.

Network Administrator may assign this Master Contract without restriction. Network Administrator may also add as a party to this Master Contract any other affiliated company by providing Contractor with written notice. In such event, references herein to "Network Administrator" shall also include such newly added affiliate.

24. This Master Contract is governed by the laws of the State of Oregon (without regard to any choice of law provisions). The Parties agree that this Master Contract is made and entered into in the State of Oregon.

25. The Contractor agrees that any lawsuit or proceeding brought with respect to this Master Contract, any other agreement or document received or delivered in connection with this Master Contract, or referring or relating to any aspect of the Parties' relationship that shall now or hereafter exist, shall be brought only in the State of Oregon, in the City of Eugene, or in the United States District Court for the District of Oregon (collectively, the "Courts"). The Contractor agrees that it shall be subject to, and hereby consents to, the jurisdiction of the Courts, agrees to waive any defense of improper venue or forum *non conveniens*, and affirmatively waives its right to a trial by jury.

**I AGREE TO AND ACCEPT THE TERMS OF THIS MASTER CONTRACT,  
AS EVIDENCED BY MY SIGNATURE:**

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CONTRACTOR*	DATE
By (print Principal's Name/Title):	
Contractor License Number:	

\* Contractor may execute this Master Agreement electronically by accessing Alacrity Renovation Services, LLC's intranet site and providing acceptable authentication information that will permit the Company to rely upon the Principal's electronic 'signature.' By affixing an electronic signature to this Master Agreement, Principal and Contractor acknowledge that the Master Agreement does also apply to any identification numbers that has been assigned to the Contractor.