

A Residential Redevelopment Company

# A Guide To Our Construction Relationship

### Who Are We?

If you are a general contractor with high ethical and work standards who is looking to develop a long-term relationship with a well-established real estate development firm that will provide you with a steady stream of work and pay you a fair price for the work you do—when you complete it, not weeks or months later—then we are looking forward to meeting you soon.

Your Home Solutions USA, LLC is a professional, fullservice real estate solutions firm that buys and sells properties throughout Chicagoland. We specialize in buying distressed homes at a significant discount and renovating and reselling them. Your Home Solutions USA is excited to be part of the area's renaissance and we aspire to continue contributing to the economic rejuvenation of Chicagoland and its neighborhoods.



Since its inception, **Your Home Solutions USA** has passionately pursued our goal to help hundreds of people in our community find an answer to their real estate needs.

### **COMPANY LEADERSHIP AND TEAM**

At **Your Home Solutions USA**, our team is highly motivated, knowledgeable, ethical and resourceful. Qualified to handle any real estate transaction, our dedicated team is committed to helping people with their real estate needs and making successful deals happen. We have the expertise to navigate any transaction and the integrity to follow up on our promises.



### **Mission Statement**

When a passion for real estate is combined with talented individuals who have an uncompromising drive to succeed, amazing things will happen. At **Your Home Solutions USA**, it's our goal to not only have a positive effect on our families, and ourselves but also to inspire, motivate and create lasting change in everyone we encounter. We will treat our clients and team members with respect at all times. Our company will dedicate itself to everlasting education and professional growth that will make the leaders of tomorrow.



### Our 5-10 Year Vision

- Continue our annual residential redevelopment program.
- Pursue commercial projects such as apartment building acquisitions and land development. With our management skills and background in the development industry, our natural progression will expand us into the community-development arena.
- Purchase small tracts of land and develop residential communities throughout the greater Chicagoland area. To accomplish this long-term goal, it will be imperative that we develop strong relationships with contractors who have a like-minded goal of expansion.

### Short & Long Term Renovation Goals

To generate value, we focus on aggressive project management coupled with the use of highly skilled and professional independent contractors to complete our renovations. In addition, we employ proactive marketing tactics to pre-sell our properties during the rehab stage instead of waiting until the project is complete. This gives us a head start that often enables us to sell our properties before the paint has even dried on them. Successful execution of these strategies rely on the high quality of work performed by our contractors, which is why we put such a high premium on finding the best contractors in the area and then developing long-term, mutually beneficial winwin relationships.

### Why Our Model Works

- Speed and efficiency in the rehab process
- Quality of workmanship
- Community appreciation
- Mutual respect for everyone's time involved
- Integrity of product delivered to the marketplace

### **COMMUNITY VISION**

We actively strive to increase homeownership opportunities within the communities we redevelop, and improve the quality of life for the people who live in them by providing quality homes for a reasonable price.



### Why Contractors Love Working With Us

We work hard to create positive and productive mutually beneficial relationships with our affiliated businesses and contracting teams. We strive to assist in the business development of our contracting teams with a goal of mutual growth and continued, long-term success. The use of our proven construction rehab system results in a more predictable and efficient process which consistently creates a superior product and increased profit for our contractors.

Here are just a few of the benefits of working with Your Home Solutions USA :

### WE LOVE TO PAY OUR CONTRACTORS

Let's get this straight right up front: Unlike some companies you may have worked with in the past, we *love* to pay our contractors. Really. We know you've got a business to run and bills to pay—so do we. We understand that when you complete a payment milestone that you want to get your payment as soon as possible. And we know that it's in our interest to have a committed, happy contractor as a partner. So we *will* pay you—and pay you promptly—as the work is completed in the stages laid out at the onset of the project.



### A STEADY STREAM OF WORK

Our business strategy is to purchase distressed residential properties, and then renovate and sell them to retail homebuyers and landlords. We have a dedicated acquisition team constantly scanning the market for properties that meet our investment profile. Our acquisitions specialists only get paid when we purchase a home, so they are highly motivated to find properties giving us a steady supply of projects for you and your team. We also work with a national group of investors who provide us with the funding we need to finance our aggressive approach to buying, rehabbing, and selling properties in short timeframes. This resource of funds allows us to buy properties quickly and consistently.

### WE'LL HELP YOU CREATE NEW BUSINESS

We pride ourselves on having a strong foundation of real estate knowledge and training. Our core business lies within our systems, education, and knowledge of the real estate industry. We didn't just become a real estate investor overnight. We have spent thousands of dollars on education and systems that allow us to be successful in this business and do it the right way the first time. We actively share our knowledge with our contractors, providing them with the information they need to help develop their own businesses and create long-term success—for themselves and for their workers. Renovating several homes a month generates tons of old and new clients asking for renovation advice, and more important, a "Good Contractor." We believe wholeheartedly in recommending the people who help support our growth and would gladly recommend you and your team.

### WE'LL MAKE YOUR LIFE EASIER

We have a proven system in place with a pre-determined Scope Of Work containing all the details of the renovations in one spot, making life much easier for our contractors. We select all the materials that will go into our homes, and we clearly lay out everything that we want done by our contractors, so that they can focus on doing the work they do best—contracting. Working within our system will allow you to move from job to job to job, and not have to worry about where your next job is coming from. One of the best things about working with **Your Home Solutions USA** is how every component in the Scope of Work is line-itemed, and materials often even have the associated SKU# and where to purchase it included. We know time is money for both of us, so we do the extra work on the front end to make sure our budgets and timeframes are very accurate.

### Scope of Work - Single Family

#### **REHAB OVERVIEW:**

The home needed a few cosmetic repairs and updates throughout including kitchen and master bath. Electrical plumbing upgrades were completed as needed to comply with close regulations.

#### **CONTRACTOR OVERVIEW:**

Licensed contractors were hired to complete all renovations.

#### **DEMO (EXTERIOR):**

- 1. Remove all debris in front and back yard
- 2. Remove roof from covered patio (use structure to create pergola)
- 3. Remove temporary roof over side yard
- 4. Remove lighting from covered patio

#### **GENERAL (EXTERIOR):**

- 1. Construct 4' fence around pool equipment
- 2. Build pergola off of existing covered patio structure
- 3. Paint entire house per color scheme

COLOR	LOCATION	COLOR CODE	FINISH	
Valspar/Lowes Stone Manor	Exterior	6006-2A	Flat	
Extra White Sherwin Williams	Exterior Trim	7006	Flat	
Black	Front Door/Pergola			
Extra White (Sherwin Williams)	All ceilings	7006	Flat	
Navajo White (Sherwin Williams)	Bathrooms	SW 6126	Semi Gloss	
Navajo White (Sherwin Williams)	Living/Dining/Halls, Laundry, Kitchen, Bedrooms	SW 6126	Flat	

### **ROOF**:

- 1. Remove existing roof
- 2. Replace any damaged sheeting or starter board
- 3. Install new 15 lbs felt paper
- 4. Install new dimensional composite shingle roof (charcoal color)
- 5. Paint all roof penetrations black

### LANDSCAPE:

- 1. Removal all debris in front and back yard
- 2. Removal all weeds in front and back yard
- 3. Install sod in the front and back yard
- 4. Cut in planter boxes next to house and fence in front and back yard and plant drought tolerant plants
- 5. Test irrigation system and repair where needed or install one in front yard

### WINDOWS:

- 1. Replace all windows with retro fit insert windows
- 2. Replace all sliders with retro fit

### **DEMO (INTERIOR):**

- 1. Remove all trash in house
- 2. Demo kitchen and remove cabinets
- 3. Demo existing bathroom toilet, vanity, tile floor and shower surround
- 4. Remove all tile flooring
- 5. Scrape popcorn ceiling
- 6. Remove all window coverings
- 7. Do not damage wood floor as we are keeping it (install rosin paper to protect flooring)

### **GENERAL (INTERIOR):**

- 1. Construct new bathroom where existing bedroom is (see layout)
- 2. Construct new stackable laundry closet in hallway (see layout)
- 3. Change all door hinges and hardware with brush nickel
- 4. Retexture ceiling
- 5. Install new ceiling fans in all bedrooms
- 6. Combine both back bedrooms to create large master suite (see layout)
- 7. Close off door to existing bathroom and construct new door going into master suite (see layout)
- 8. Change front door hardware Home Depot #640-064 \$169



### **KITCHEN:**

- 1. Install backsplash DalTile Travertine 3"x6" honed \$6.11/sq ft #T711361U (installed subway style and to the bottom of the cabinets)
- 2. Install backsplash accent tile 4" strip DalTile American Olean Legacy Glass Celedon 2"x2" LG03
- 3. Install new stainless steel appliances
  - A. Frigidaire FFFTR2126LS 21 CF Top Freezer Refrigerator \$625.00
  - B. Frigidaire FFFMV162LS 1.6 CF 1,000 Watt Range Microwave \$269.00
  - C. Frigidaire FFFBD2406NS 24" Built in Dishwasher \$295.00
  - D. Frigidaire FFFGF3047LS 30" Free Standing Gas Range \$556.00
- 4. Install new faucet Proflo PFXC8011BN Single Handle Kitchen Faucet w/ Pullout Spray (Low Lead Compliant) \$180.65
- 5. Install new countertops Rainbow Stone "New Venetian Gold" Granite
- 6. Install new cabinets Home Depot American Classics Harvest Finish
- 7. Install 4 recessed lights
- 8. Paint as per color scheme





### HALL BATH:

- 1. Install new vanity (espresso finish)
- 2. New Faucet Grohe G20209002 "Eurostyle Cosmopolitan" 8" Widespread Bathroom Sink Faucet - \$160.10
- 3. New toilet (Elongated Bowl)
- 4. New tub Sterling S610411100 "ALL Pro" 60" Soaking Tub 128.90
- 5. Shower head and trim kit Grohe G26017000 " BauLoop" Tub & Shower Faucet Trim \$130.95
- 6. New shower valve Grohe G35015000 Tub & Shower Valve \$67.50
- Install Tile surround DalTile Rittenhouse Square 3"x6" Matte Almond \$2.70/sq ft #X735 (installed subway style, tile to ceiling)
- Accent Tile 12" Strip DalTile Stone Radiance Whisper Green Blend (installed roughly 5" up the wall)
- 9. Tile floor DalTile Travertine 18" x18" Honed \$1.99/sq ft (installed subway style)

### **MASTER BATH:**

- 1. New toilet (Elongated Bowl)
- 2. New tub Home Depot #693-952 \$209
- 3. Install new vanity (espresso finish)
- 4. Tub spout Grohe G13611000 "Eurodisc" Tub Spout - \$14.65
- 5. New Faucet Grohe G20209002





"Eurostyle Cosmopolitan" 8" Widespread Bathroom Sink Faucet -\$160.10

- Install Rain shower head and regular showerhead Moen MS6360 2.5 GPM Flat Rain Showerhead -\$125.10 & Grohe G19595000 "BauLoop" Shower Head with Trim Kit - \$47.25
- 7. Install 2 new shower valves Grohe G35015000 Tub & Shower Valve \$67.50
- 8. Install Tile Surround DalTile Fabric 12"x24" \$3.70/sq ft #P687 (Installed subway style, tile to ceiling and tile ceiling)
- Accent Tile on control wall DalTile Class Reflections Subway Mint Jubilee 3"x6" 9.06/sq ft #GR15 (installed subway style)
- 10. Tile back splash behind mirror to ceiling DalTile Class Reflections Subway Mint Jubilee 3"x6" \$9.06/sq ft #GR15 (installed subway style)
- 11. Tile floor- DalTile Veranda 13"x13" Dune \$3.70/sq ft (installed subway style)

### **BEDROOMS:**

- 1. Install slab closet doors (make sure they are hallow core interior doors converted to closet doors, install ceiling and floor track as well as hardware
- 2. Lighting Home Depot Hampton Bay 2- Light Flush mount With Opal Glass, #534-435, \$39.97/ea

### **PLUMBING:**

- 1. Check all existing plumbing & repair/replace as needed, per code
- 2. New angle stops on all water lines
- 3. Check gas lines & repair/replace as needed
- 4. Check all drain lines & repair/replace as needed

### ELECTRICAL:

- 1. Replace all outlets & switches
- 2. Check all wiring & replace where needed, per code
- 3. Install recessed lighting as per drawing
- 4. Check panel & repair/replace as needed
- 5. Install Dead Panel if missing
- 6. Check for open junction point in attic

### HVAC:

1. Inspect and repair as needed

### **COMPLETION OF FINAL PUNCH LIST:**

### General Contracting Work - \$33,300.00

All framing, counters, cabinets, paint and patch. fixtures, backsplash, windows and doors.

**Appliances - \$2,000.00** Stainless steel refrigerator, free standing range, hood and over the range microwave, dishwasher

### **Electrical - \$2,750.00** Install new fixtures; add recessed lighting, replace outlets and switches, panel upgrade

### **Plumbing - \$6,500.00** Install new toilets, facets, shower valves, kitchen sink, garbage disposal, dishwasher, add tub and shower

Landscaping - \$2,000.00

Flooring - \$1,850.00

Roofing - \$4,500.00

Staging (2 month minimum contract) - \$1,500.00

Misc. and Permits - \$1,500.00

TOTAL - \$55,900

### **Property Showcase**

### **BEFORE**







### AFTER







### **Property Showcase**

### BEFORE

AFTER













### **Property Showcase**

### BEFORE















### Type of Contractor We're Looking For

An ideal contracting partnership consists of four main components: a consistent work ethic, superior workmanship, maintained job sites, and a passion to achieve a high-quality finished product.

### THE IDEAL FIT FOR US

We're looking for professional contractors who have high standards, with a team of reliable subcontractors who do quality work, and who have been in business for some time—with the track record and references to prove it. Here are some things we're looking for in our contractors:

- Fully licensed with licenses up to date. Same with their subcontractors.
- Insured—including worker's comp, liability—with a minimum limit of \$1 million.
- Been in business in the area for at least three years.
- Has a consistent crew of subcontractors.
- Keeps worksite clean and maintained.
- Can provide a list of references, with current contact information.
- Belongs to the **Better Business Bureau** or one of the national associations of builders or carpenters.
- **Provides written warrantees** of a year or more for their work.
- Is structured as a corporation or LLC.
- A reputable company with no history of lawsuits.
- Has financial resources—able to float material cost until work is complete and ready for draw.

### WE WORK ON VOLUME

Our strong financial backing allows us to aggressively pursue multiple homes every month through our acquisitions department. The fact that we work on this volume will keep you and your subcontractors busy throughout the year and ensure that you get paid quickly and consistently. There's nothing worse than losing good subcontractors because you can't keep them busy. When you find a quality employee, just like us you don't want to lose them. Our steady-volume approach will save you from headaches and hours wrapped up in finding and having to train someone new.

### Type of Contractor We're Looking For

### THE GLASS IS HALF-FULL

We want contractors who have a positive, can-do attitude—sour grapes need not apply! We expect our contractors to be looking at the big picture and to understand the value of the long-term relationship and stability that we offer. As you know, unexpected circumstances happen on a job site. It's imperative that you, your team, and **Your Home Solutions USA** are all able to see beyond these bumps in the road, be resourceful, and come up with a timely and amicable solution for everyone involved. Focus on what *can* be done, not on what *can't*!

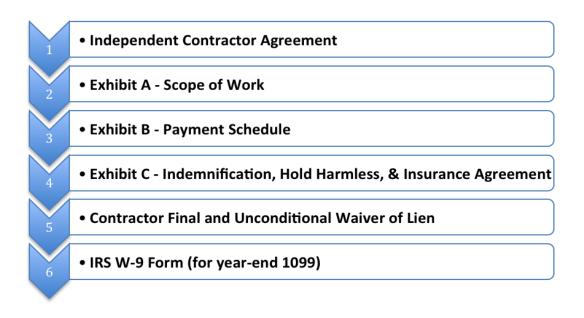
### WE ALWAYS PULL PERMITS!

To ensure that our projects are done right and that buyers feel comfortable that the work was done correctly, we *always* pull permits. Permits protect both the contractor and us as the owner. If a contractor has a problem with that, then we won't be working together.



We are experienced, ethical real estate professionals, with a very high level of organization as a result of the proven system that we follow for our projects. Our approach makes our contractors' lives easier because everything is clearly laid out, ensuring everyone is on the same page from the very beginning. You can focus on what you're great at—contracting—and we can focus on finding more homes to renovate.

There are six critical documents that we require for all of our projects. To work with us, you will need to complete them.



#### INDEPENDENT CONTRACTOR AGREEMENT

This a	greement is ente	ered into on this	day of	, 20	by and between	("Contractor")
and	, a	_limited liability com	pany ("Client"	) for services	to be rendered at	-

Contractor will commence work on or before \_\_\_\_\_\_, 20\_\_\_\_\_ and will perform same on a daily basis. This work shall be completed on or before \_\_\_\_\_, 20\_\_\_\_\_

Contractor and Client hereby agree to the following:

1. Independent Contractor: Contractor and Client intend this Agreement to be one of independent contractor and client. Accordingly, Contractor retains the sole right to control or direct the manner in which the services prescribed herein are to be performed. Subject to the foregoing, Client retains the right to inspect, to stop work, to prescribe alterations, and generally to supervise the work to insure its guality and conformity with that specified in this Agreement. Contractor and Client understand that it is the Contractor's sole and complete responsibility to pay all employment taxes, including Federal and State withholding taxes and Social Security, and to obtain insurance, including worker's compensation coverage and public liability insurance and property damage insurance arising out of or relating to this Agreement. Contractor warrants that upon signing of this agreement that Contractor has obtained all stated and necessary insurance and that it will be kept in full force and effect until the completion of the work contracted for herein. Terms of this agreement shall apply to and encompass all services rendered by any/all sub-contractors performing services on behalf of the contractor. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client, Client's representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property (other than the work itself) including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.

**2. Services Provided:** Contractor agrees to perform the services listed in this contract (as contained in Exhibit "A", attached hereto and made a part hereof by reference) on behalf of the Client. Services must be performed up to satisfactory standards as approved by the Client.

**3. Project Cost Estimate:** Pre-construction estimates for construction costs and coordination are \_\_\_\_\_\_ Dollars, (\$\_\_\_\_\_\_) for the services rendered. The Contractor will make every effort possible to keep costs of construction within stated budget and in an event the costs surpass estimates, the Contractor will follow the rules of change orders, stated in this document.

**4. Taxes and Building Permits:** The Contractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required to fulfill this contract. The Contractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed. Copies of all permits and approvals shall be submitted to the Client prior to start of work.

**5. Inspections:** Contractor is responsible for arranging all building inspections, meeting with the Inspectors, and passing all required building inspections. Contractor will be responsible for the cost of any re-work resulting from a failed inspection.

### INDEPENDENT CONTRACTOR AGREEMENT, CONTINUED

**6. Clean-up:** Contractor will be responsible for cleaning up the job on a daily basis, including all generated construction debris, drink cans, food wrappers, and/or any other trash. If it becomes necessary, the Contractor will be back charged for appropriate clean up by deducting clean up costs from payments. A special emphasis will be put on clean up at the end of each working week to allow for viewings by prospective clients.

7. Client Approval: Client will approve Contractor services on the following basis:

- a. The services meet all governing building codes.
- b. All required building permit inspections have been completed and passed.
- c. All work will be completed up to Client's standards and subject to Client's approval
- d. The services have been completed including all final punch list items.

**8. Invoicing and Payments:** See payment schedule as contained in Exhibit "B", attached hereto and made a part hereof by reference. All payments shall be made upon reaching established Benchmarks and Milestones listed in the payment schedule, Exhibit "B".

**9. Change orders:** Contractor understands and agrees that no change orders or contract additions will be made unless agreed to in writing by Client. If any additional work is performed and not covered in this contract, the Contractor proceeds at his own risk and expense. No alterations, additions, or small changes can be made in the work or method of the performance, without the written change order signed by the Client and Contractor.

**10. Cancellation:** Client reserves the right to cancel any of the services in this contract which have not been completed by contractor within the specified time frame. Client also reserves the right to cancel, at any time, any of services in this agreement which have not yet been started by the Contractor. No compensation will be due for tasks not completed.

**11. Penalties:** Contractor agrees to a reduction in payment, or if any payment has already been made, Contractor agrees to reimburse to Client the sum of \$\_\_\_\_\_\_ each week Contractor delays completion beyond \_\_\_\_\_\_,
20\_\_\_\_\_\_ Completion date shall be adjusted for change orders as agreed between Contractor and Client.

**12.** Warranty: Contractor warrants all services for one year after completion, If any item develops a problem within one year of completion, Contractor agrees to repair it within three (3) business days of being notified by Client, at no additional expense to Client.

**13. Waiver:** Failure of Client to insist upon strict compliance of any of the provisions of this agreement shall not constitute a waiver of any violation, nor shall any partial payment outside of the "payment schedule" be deemed as a waiver of any of the Client's rights to strict compliance with any of the terms of this agreement.

**14. Address:** Contractor herewith provides to Client the true and correct residence address, home phone number, and Federal Employer Identification Number or Social Security Number.

#### **INDEPENDENT CONTRACTOR AGREEMENT, CONTINUED**

**15. Arbitration:** In the event of a dispute between the parties to this AGREEMENT, whether or not resulting in litigation, or if any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorney's fees, expenses and costs of investigation as actually incurred (including, without limitation, attorneys' fees, expenses and costs of investigation incurred in appellate proceedings, costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, 11 United States Code Section 101 <u>et seq</u>., or any successor statutes).

16. Time is of the essence of this AGREEMENT.

**17.** Any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties shall not be applied to the interpretation of this AGREEMENT.

**17.** Any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties shall not be applied to the interpretation of this AGREEMENT.

**18. Entire Agreement:** There are no other agreements, promises or understandings between these parties except as specifically set forth herein. This legal and binding Agreement will be construed under Connecticut Law, will not be recorded and if not understood, parties should seek competent legal advice.

**19. Special Stipulations:** The following stipulations, if in conflict with any of the preceding, shall control: The Contractor and any/all sub-contractors rendering services on behalf of the contractor waives his/her right to hold the client liable for any and all injuries occurring as a result of services rendered.

IN WITNESS WHEREOF, all of the parties hereto affix their hands and seals.

Client:\_\_\_\_\_

Date:\_\_\_\_\_

Contractor:\_\_\_\_\_

Date:\_\_\_\_\_

Social Security or Federal ID #:\_\_\_\_\_ Address: \_\_\_\_\_

EXHIBIT "A" SCOPE OF WORK EXHIBIT "B" PAYMENT SCHEDULE EXHIBIT "C" IDEMNIFICATION INSURANCE AGREEMENT EXHIBIT "D" FINAL PUNCHLIST (upon completion of items in the SCOPE OF WORK) Cost for services and labor rendered is: \$ \_\_\_\_\_ Total cost for the services contained in this agreement including labor and materials is: \$ \_\_\_\_\_

#### **EXHIBIT A – SCOPE OF WORK**

#### YOUR HOME SOLUTIONS USA, LLC

PROJECT ADDRESS: \_\_\_\_\_\_

CONTRACTOR:

JOB SUMMARY: Single Family – First floor update and second floor dormer addition

**Please Note:** We are looking for speed with efficiency, cleanliness of job site, and an overall professional well finished product. The project is to be completed from the outside in. Quote should include all labor and materials including hauling and removal of unwanted and unused construction debris. Lastly, before inspection of the property for final punch list the home should be prepped with a thorough cleaning of all windows and floors to the owner's satisfaction.

- Please fax contractor price quote to the attention of \_\_\_\_\_\_@ \_\_\_\_
- The last page of this scope of work entitled "Quote Itemization" must be filled out appropriately and submitted with all quotes.
- By taking on this job you understand and agree that you are responsible for cutting the grass when needed and/or shoveling snow on all sidewalks and walkways while on the project.

#### Obtain any and all permits needed to complete job.

EXTERIOR: 1. OUT BUILDINGS: 1. LANDSCAPING: 1. INTERIOR: 1. Paint scheme: EXAMPLE: Navajo eggshell walls, white trim, white ceilings, white closets, white doors

Color	Name	Product Code
Navajo Eggshell	Gold Eggshell Navajo Wall	Z8291
Ceiling White	Gold Flat Super 1-Coat White	Z8100
Trim White	Gold Semi-Gloss Super 1-Coat White	Z8300

FINAL PUNCH LIST (as itemized in the Final Punch List Form)

#### **EXHIBIT B – PAYMENT SCHEDULE**

Your Home Solutions USA, LLC 350 N Elmwood Ave. Suite 1 Wood Dale, IL 60191

#### PROJECT ADDRESS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

#### Payment Schedule as follows:

PAYMENT #	DATE	AMOUNT (\$)
1 <sup>st</sup> Payment		
Milestones and Benchmarks:		
2 <sup>nd</sup> Payment		
Milestones and Benchmarks:		
3 <sup>rd</sup> Payment		
Milestones and Benchmarks:		
4 <sup>th</sup> Payment		
Milestones and Benchmarks:		
5 <sup>th</sup> Payment		
Milestones and Benchmarks:		
6 <sup>th</sup> Payment		
Milestones and Benchmarks:		
Final Payment (upon completion)		
Milestones and Benchmarks: COMPLET	ION OF FINAL PUNCH LIST A	ND FINAL APPROVAL BY THE CLIENT
TOTAL:		
NOTES:		

### **EXHIBIT C – INDEMNIFICATION, HOLD HARMLESS, & INSURANCE AGREEMENT**

Your Home Solutions USA, LLC 350 N Elmwood Ave. Suite 1 Wood Dale, IL 60191

PROJECT ADDRESS:	
CONTRACTOR:	

#### A. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extend permitted by law, \_\_\_\_\_\_\_\_ (Contractor) agrees to defend, indemnify and hold harmless \_\_\_\_\_\_\_ (Owner), its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of Contractor, in connection with performance of any work by Contractor, its officers, directors, agents, employees and subcontractors.

#### **B. INSURANCE**

- Contractor hereby agrees that it will obtain and keep in force an insurance policy/policies to cover its liability hereunder and to defend and save harmless Owner in the minimum amounts of \$1,000,000 per occurrence (or another appropriate agreed upon amount) for personal injury, bodily injury and property damage.
- Said Liability policies shall name Owner as additional insured and shall be primary to any other insurance policies.
- Contractor will obtain and keep in force Workers Compensation insurance including Employers Liability to the full statutory limits.
- Contractor shall furnish to the Owner certificates of insurance evidencing that the aforesaid insurance coverage is in force.

Project Address:	
Contractor:	
Authorized Signature:	Date

### FINAL AND UNCONDITIONAL WAIVER OF LIEN

Your Home Solutions USA, LLC 350 N Elmwood Ave. Suite 1 Wood Dale, IL 60191

PROJECT ADDRESS: _	
CONTRACTOR:	

KNOWN ALL PERSONS BY THESE PRESENT:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the undersigned, has been paid in full by \_\_\_\_\_ for the services rendered at \_\_\_\_\_ doing business as \_\_\_\_\_

NOW THEREFORE LET IT BE KNOWN, that the undersigned hereby certifies that, except as listed below, they have been paid in full for all labor, materials and equipment furnished, for all work, labor and services performed in connection with the aforementioned agreement.

The undersigned does hereby waive and release any and all lien, or claim or right of lien on said above described building and premises on account of labor and materials, or both, furnished by the undersigned to, or on account of, the aforesaid agreement for said building or premises.

All appropriate sales taxes to the state of \_\_\_\_\_ have been paid on materials, labor and installation.

EXCEPTIONS:

CONTRACTOR: _	 	
ADDRESS:		

BY\_\_\_

Signature of Contractor

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Departi	Request for Taxpayer December 2011) arl Revenue Service Request for Taxpayer Identification Number and Certification									Give Form to the requester. Do not send to the IRS.					
ge 2.	Name (as shown or Business name/dis			ent from	above						 	 			
Print or type See Specific Instructions on page	Check appropriate	e proprietor ty company. En	C Corpor	ration		ooration oration, S=			「rust/est	ate	 	 	Exe	mpt p	ayee
P See Specific	City, state, and ZIP code City, state, and ZIP code														
	List account numbe	., .,													
Enter to avo reside entitie <i>TIN</i> or <b>Note.</b>	Part I   Taxpayer Identification Number (TIN)     Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.   Social security number     Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.   Employer identification number														

#### Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign	Signature of
Here	U.S. person ►

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Date 🕨

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form W-9 (Rev. 12-2011)

### Taking the Next Steps

If you're bidding on a renovation project, it is very important that we get a response back from you as soon as possible. We take our time parameters very seriously, and it's imperative we start out on the right path respecting everyone's time. We don't always take the "lowest" bid—our expectation is to find the *best* contractor, the one that delivers a winning combination of **price**, **quality**, **and service.** All three of these components are of equal importance to the success of our partnership.

We look forward to hearing from you soon.

