



BRENTMAKO
REAL ESTATE GROUP

931 B Conklin Street
Farmingdale, NY 11735
631-420-0070/fax 631-420-0083

Dear _____ :

Enclosed are our Yearly Construction Subcontracts for all of the Brent/Mako properties. Kindly sign and return both copies for the year _____ and we will return one copy for your records.

We need to have these contracts in our possession as soon as possible so as not to delay you getting paid for any services rendered.

In addition, we need you to forward a Certificate of Insurance for Liability and Worker's Compensation in each of the referenced company's names and along with that, the property address should be listed in the Description of Operations box.

We thank you for your prompt assistance in this matter.

Very truly yours,

Donna Andrews

YEARLY CONSTRUCTION SUBCONTRACT

WITNESSETH THIS AGREEMENT, made this _____ for the year _____ by and between SEE ATTACHED EXHIBIT A, with offices at 931B Conklin Street Farmingdale, NY 11735 (hereinafter called the Contractor), and _____ (hereinafter called the Sub-Contractor), shall be in effect for one year from this date.

That during this one year period the Contractor may issue work orders from time to time for specific jobs at agreed compensation to the Sub-Contractor, but it shall be understood between the parties, that such work orders shall by reference be governed by this Agreement.

1. That the Sub-Contractor, pursuant to such work orders during the Contract period shall:
 - a. Furnish, at Sub-Contractor's own expense, all the labor and materials necessary to do and perform in a good and workmanlike manner the necessary installation described in each work order.
 - b. Perform said work and supply such material in conformity with the plans and specifications for the same prepared and furnished by Contractor.
2. It is also agreed by Sub-Contractor as follows:
 - a. To furnish Certificates of Worker's Compensation as required by law, public liability and property damage insurance for all operations pertaining to this Contract for each owner/location immediately upon signing Contract, and agrees to indemnify and save Owner and Contractor harmless against all claims for damage to persons and property growing out of the execution of the work. Said Insurance will be evidenced by certification of a Liability and Property Damage Policy, or Certificate of Insurance, of at least \$2,000,000.00 *per location/site/owner* filed by the Sub-Contractor with the Contractor showing Contractor and Owner as and Additional Insured as their interests may appear.
 - b. To do all work in a first-class and workmanlike manner and to the entire satisfaction of the Owner, Contractor and Owner's Architect, Engineer or other duly authorized representative.
 - c. The Sub-Contractor agrees to promptly begin said work as soon as notified by said Contractor and complete the above work as follows: **START WORK WITHIN 48 HOURS AFTER NOTIFICATION AND CONTINUE WITH SUFFICIENT MEN SO AS NOT TO DELAY THE PROGRESS OF THE JOB. ATTENTION IS HEREBY DIRECTED TO THE FACT THAT TIME IS OF THE ESSENCE IN THIS CONTRACT, ANY PENALTIES TO US DUE TO THE DELAY OF THE COMPLETION OF YOUR WORK WILL BE DEDUCTED FROM YOUR FINAL PAYMENT.**
 - d. To remain constantly on the job during the progress of his work and have a competent foreman approved by the Contractor on the job, and employ sufficient men to complete the above-described work in the given time.
 - e. To take proper care of all building materials on the ground
 - f. To pay for all building materials, sidewalks and curbs wasted or damaged on the premises through Sub-Contractor operations, and belonging to other parties.
 - g. To make no changes or charges for extras without the written consent and agreement of the Contractor, and directly to the Contractor
 - h. To clean up and remove from grounds all of Sub-contractor's surplus materials caused during the performance of the work in this Contract, or if not done, Contractor may remove same and

charge actual cost of removal to Sub-Contractor. Sub-Contractor shall comply with all statutes and ordinances of any governmental agency or authority.

i. To release Contractor and Owner of all liability on account of any accidents during performance of work in this Contract

3. It is further agreed that if the Sub-Contractor fails to employ sufficient competent help to complete the work in the given time, the Contractor may after giving forty-eight (48) hours written notice, by letter or telegram mailed to the last known address of the Sub-Contractor, employ help to complete the work and charge the same to the Sub-Contractor's account and/or charge Sub-Contractor any penalties due to Sub-Contractor's failure to complete on given due date. If the cost of completing said work exceeds the Contract Price, the Sub-Contractor herein agrees to reimburse the Contractor for any sums over and above the Contract Price. If the cost of completing the work does not exceed the contract price, any excess shall be paid to the Sub-Contractor. If the Contractor is assessed liquidated damages by the Owner for failure to complete the work on time, and if the delay has been caused by the Sub-Contractor herein, the Sub-Contractor agrees to pay the portion of the liquidated damages caused by or attributed to his failure to complete his work on time and in accordance with the working schedule.

4. This contract shall not be assigned by the Sub-Contractor without the permission in writing from the Contractor. Sub-Contractor to furnish to Contractor and Owner a one-year written guarantee covering all defects in labor and material furnished by him unless specifications call for a longer period guarantee.

5. In event legal action is instituted by either party hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

6. That all payments for material and labor is subject to New York State Sales tax and unless otherwise provided, will be paid upon completion of work as described in the work order.

7. Contractor shall have the right to withhold from the Sub-Contractor any payments if the Sub-Contractor fails to present satisfactory evidence that all current bills for labor and materials, or other liabilities, have been paid in connection with each sub-contract, and Contractor shall be entitled to require labor and/or material releases before any payment is made.

8. The final payment is each instance which the said Contractor shall pay to the Sub-Contractor thirty days after completion, provided the Sub-Contractor shall have completed his work to the full satisfaction of the Contractor, Owner, Architect, or other authorized representative.

9. This Agreement comprises the entire agreement between the parties and supersedes all prior agreements and understandings.

10. This Agreement is made and shall be construed in accordance with the laws of the State of New York.

11. The Contractor and Sub-Contractor for themselves, their executors, successors and assigns hereby agree to the full performance of the covenants and agreements of this Contract.

IN CONSIDERATION WHEREOF, the parties have hereunto set their hands and seals.

OWNER/CONTRACTOR/AGENT

BY: _____

BY: _____