

## Master Service Agreement

This contract made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between V Development Group LLC and the owner(s) of the property located at \_\_\_\_\_ or an agent authorized to contract construction services on the property, hereinafter as the Owner and V Development Group LLC hereinafter as VDG.

1. **Project(s) & Work.** The specific project(s) for which Owner engages the VDG for in are set forth in Schedule 1.0 hereto as the same may be revised from time to time between the parties.
2. **Autonomy.** Except as otherwise provided in this agreement, VDG shall perform the Work as more specifically defined in Schedule 1.0 hereto (“Work”) with full control over working time, methods, and decision making in relation to the services described above. VDG will work autonomously and not at the direction of the client. VDG will be responsive to the reasonable needs and concerns of the client. Unless otherwise specifically set forth in Schedule 1.0, VDG shall provide all labor, materials, equipment, services and other items required to complete such portion of the Work.
3. **Obligation(s).** Owner agrees, binds, and obligates him/herself to pay VDG for the Work for the flat rate fee of \$\_\_\_\_\_ together with any additional costs including, but not limited to, amounts for change orders, extra work, overages, and/or escalated costs of materials. VDG shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Contract. VDG shall not be held responsible for demolition or conditions caused by other contractors as well as losses or theft from the property.
  - 3.1 VDG shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work.
  - 3.2 VDG shall take reasonable safety precautions with respect to performance of this Agreement.
  - 3.3 VDG warrants to Owner that the materials and equipment furnished under this Agreement will be of contractor grade, good quality and new unless the Work requires or permits otherwise. VDG further warrants that the Work will conform to the requirements of the Work, performed in a workmanlike manner and will be free from defects, except for those inherent in the quality of the Work.
  - 3.5 Any adjustment in the VDG amount of compensation or time of performance shall be authorized by a Change Order. No adjustments, alterations, or repairs shall be made and/or performed by VDG that have not been approved by the owner. A “Change Order” is a written instrument prepared and signed by VDG and the Owner stating their agreement upon the change in the Work.

3.6 The Owner further agrees to cooperate with and make every reasonable effort to refrain from hindering VDG and/or the Work. Owner shall allow VDG to have continuous access to premises upon which the work is to be performed during the construction period from the hours of 7 o'clock a.m. to 8 o'clock p.m. Such access shall include, but is not limited to leaving the premises unlocked regardless of the presence of the Owner. In the event that the Owner temporarily halts the work, the Owner assumes any and all liability and responsibility for any and all costs associated with, related to, and/or arising from the work delay including, but not limited to, wages, loss of income, start-up cost, charges, additional trip charges, delayed material delivery charges, and material loss charges. Owner further understands and agrees that these charges may, at VDG's option, be deemed and considered to be extra work and be due and payable as extra work in accordance with the payment schedule below.

4. **Commencement of Construction.** Construction will commence on or about \_\_\_\_\_, 2022 or a time determined by VDG after preplanning has been completed. Substantial completion of the work will be \_\_\_\_\_ days after commencement of construction. However, this time period may, at VDG's option, be extended one day for each day of delay, if construction is delayed due to city approved plans, plan revisions, inspections, payment, weather, fire, strikes, material shortages, or Acts of God, Owner delays, other VDG delays, or other normal variations in the construction process including, but not limited to, the selection, ordering, manufacture, and/or installation of VDG or Owner selections. Failure of VDG to timely complete shall not be considered default.
5. **Deposit.** Upon contract acceptance and execution of this contract, a deposit in the amount of \_\_\_\_\_% of the flat rate fee will be due to secure materials, equipment and performance of work at the Property and shall be paid by the Owner. Absent default of VDG, deposit shall be nonrefundable and shall be paid upon execution of this Contract.
6. **Payment Schedule/Draws.** All payment or draw amounts and the timing of all payments and draws will be as follows:

33.33% due upon completion of \_\_\_\_\_  
33.33% due upon completion of \_\_\_\_\_

The owner agrees to pay VDG no later than one day after draw milestone is completed. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. If payments are not made on time according to the payment schedule described

above, VDG may exercise the option to charge 5% of the amount due per each day that the payment is not received.

7. **Entire agreement; Counterparts.** This agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This agreement may only be amended or modified by a writing signed in advance by the parties. This agreement is binding upon successors, assigns, and legal representatives of the parties. This agreement will be governed by and construed in accordance with the laws of the State of Illinois. 7.1 **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. 7.2 **Notices.** All notices required by this Agreement shall be sufficient if delivered in writing either personally to the party to be notified, via electronic mail or deposited in the United States mail, postage prepaid, return receipt requested, and if addressed to each party at his or her record address maintained by VDG. 7.3 **"Days."** All references to "days" herein shall mean calendar days unless otherwise specified. 7.4 **Titles and Captions.** All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement.
8. **Governing Law and Arbitration.** Any litigation regarding the interpretation, breach, or enforcement of this agreement will be in and heard by the state or federal courts with jurisdiction to hear such disputes in Chicago, Illinois and both parties hereby submit to the jurisdiction of such courts. If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorneys fees and other expenses incurred by the prevailing party.
9. **Termination by VDG for Cause.** If Owner fails or neglects to carry out the Work in accordance with the applicable documents or otherwise to perform in accordance with this Agreement and fails within a five-day (5) period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, VDG may, by one notice to the Owner and without prejudice to any other remedy VDG may have, terminate this Agreement. VDG may terminate this Agreement for nonpayment of amounts due under this Agreement. VDG shall be entitled to recover from Owner payment for Work satisfactorily performed but not yet paid plus the cost of materials provided, through the date of termination and an additional termination fee of \$\_\_\_\_\_.

**9.1 Termination by Owner for Convenience.** If the project's owner or other party that hired VDG terminates the prime contract for its or their convenience, the Owner shall promptly deliver notice to VDG. In case of such termination for convenience, VDG shall be entitled to receive payment for any Work properly executed through the date of termination as well as an additional \$\_\_\_\_\_ termination fee within a five-day (5) period after receipt of notice. Upon receipt of notice of termination, VDG shall cease operations as directed by the Owner in the notice and terminate all existing purchase orders and enter into no further purchase orders.

**SCHEDULE 1.0**

**Description of Work**

**Total Approximate Cost for Work: \$\_\_\_\_\_**

**Due to the result of covid-19, the war in Ukraine, and weather restrictions, the price of materials quoted in this contract are subject to change daily. Labor price is valid for 30 days.**

| <b>General Contractor's Information</b> |              |
|---|--------------|
| <b>POINT OF CONTACT</b>                 | <b>PHONE</b> |
| <b>ADDRESS</b>                          | <b>EMAIL</b> |

|                      |                   |
|----------------------|-------------------|
| Dated:               | Dated: xx/xx/xxxx |
|                      |                   |
| Owner:               | Company:          |
|                      |                   |
| _____                | _____             |
| Owner and/or Manager | X X , Manager     |