



# Fish Stewarding Group

MESSAGING, STRATEGY, FINANCE & DEVELOPMENT

## Fish Stewarding Group Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is entered into as of \_\_\_\_\_ (the “Effective Date”) by and between Fish Stewarding Group and all relevant branches including, but not limited to FSG Living, FSG Living Buildings and FSG Development, a Texas Company (“Company”), whose address is 6586 East Interstate 20, Abilene, Texas 79601-7640, and \_\_\_\_\_, Company (“Contractor”) and \_\_\_\_\_, an Individual, whose address is \_\_\_\_\_.

### Background

Company desires to retain Contractor as an independent contractor to perform consulting and subcontract construction services for Company, and Contractor is willing to perform such services, based on the terms described below.

### Agreement

In consideration of the mutual promises contained herein, Company and Contractor (individually, a “Party,” and collectively, the “Parties”) agree as follows:

#### 1. Services.

(a) Description of Services. During the term of this Agreement, Contractor will collaborate and provide advice and assistance to the Company as specified in Exhibit A which is attached to this Agreement and incorporated herein by (the “Services”).

(b) Performance of Services. Contractor shall perform such Services diligently, for the best interests of Company, and in a manner consistent with the standards customarily applicable to persons rendering similar services. Contractor and Company will collectively determine the best method, details, and means of performing the Services. Contractor and Company will mutually agree to the suitable time(s) and location(s) that the Contractor fulfils the Services. Contractor will use Contractor’s own resources such as supplies, equipment, tools, and materials to complete Services, unless necessity requires the use of Company’s resources.

(c) Time Devoted to Services. It is anticipated that Contractor and Company shall mutually agree to the timeframe(s) deemed necessary by Contractor, in order to perform the Services.

#### 2. Compensation and Expenses.

(a) Contractor Fee. As compensation to Contractor for such Services, Company shall pay Contractor, upon completion of the Services to Company’s reasonable satisfaction, any Contractor Fees as described in Exhibit A.

(b) No Reimbursable Expenses or Benefits. Contractor is an independent contractor and not an employee of the Company, and as such, will not be entitled to reimbursement of expenses outside provisions cared for in the Contractor Fee or benefits.

#### 3. Term of Agreement.

This Agreement will become effective on the Effective Date and will continue in effect until the Services





## Fish Stewarding Group

MESSAGING, STRATEGY, FINANCE & DEVELOPMENT

### Fish Stewarding Group Independent Contractor Agreement

have been performed to Company's reasonable satisfaction, unless terminated earlier as provided in this Agreement.

#### 4. Termination of Agreement.

(a) For Convenience. This Agreement may be terminated at any time by either Party provided written notice is given to the other Party at least 30 days in advance.

(b) Death or Disability. The Agreement will terminate immediately upon the death or disability of the Contractor. Disability for purposes of this Agreement shall mean disability or incapacitation of Contractor for a period of two months or longer that renders Contractor unable to perform Contractor's Services under this Agreement.

(c) Early Termination. Company may also terminate this Agreement immediately if Contractor breaches this Agreement. Upon such an early termination, Contractor shall receive a pro-rated payment for Services actually rendered, to the Company's reasonable satisfaction, up to the termination date.

#### 5. Non-Disclosure of Confidential and Proprietary Information.

(a) Recognition of the Company's Rights; Non-disclosure. At all times during the term of this Agreement and for 5-years thereafter (or, with respect to trade secrets, for 10-years thereafter), Contractor will hold in strictest confidence and will not disclose, use, or publish any of the Company's Confidential and Proprietary Information (defined in Section 1(b) herein), except as such disclosure, use or publication may be required in connection with Contractor's Services for the Company, or unless an officer of the Company expressly authorizes such in writing. Contractor will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to Contractor's work at the Company and/or incorporates any Confidential and Proprietary Information. Contractor hereby assigns to the Company any rights Contractor may have or acquire in the Confidential and Proprietary Information and recognize that all Confidential and Proprietary Information shall be the sole property of the Company and its assigns.

(b) Confidential and Proprietary Information. The term "Confidential and Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, Confidential and Proprietary Information includes tangible and intangible information relating to formulations, products, processes, know-how, designs, formulas, methods, developmental or experimental work, clinical data, improvements, discoveries, plans for research, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers.

(c) Third-Party Information. Contractor understands that the Company may receive from third parties confidential or proprietary information ("Third-Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of this Agreement and thereafter, Contractor will hold Third-Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) to know such information in connection with their work for the Company) or use, except in connection with Contractor's Services provided to the Company, Third-Party Information unless expressly authorized by an officer of the Company in writing.





## Fish Stewarding Group Independent Contractor Agreement

(d) No Improper Use of Information of Prior Employers and Others. During the term of this Agreement, Contractor will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom Contractor has an obligation of confidentiality, and Contractor will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom Contractor has an obligation of confidentiality unless consented to in writing by that former employer or person. Contractor will use in the performance of Services only information that is generally known and used by persons with training and experience comparable to Contractor's own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

(e) Use of Third-Party Information. Contractor hereby agrees that (i) all Company Inventions (as defined in Section 3(c)) conceived, developed, or reduced to practice by Contractor during the term of this Agreement will be original works of authorship, invention, development, or discovery and will not incorporate or be based on any Third-Party Materials (as defined below) without the express prior written consent of the Company; (ii) if at any time Contractor anticipates any Third-Party Materials may be contained in any Company Invention that Contractor conceives, develops, or reduces to practice, Contractor will promptly notify the Company in writing (and, in any case, reasonably in advance of delivering such Invention); and (iii) Contractor will not incorporate any Third-Party Materials in any such Invention unless and until the Company has such legal rights and authority to use the Third-Party Materials as the Company may determine is necessary or appropriate, in its sole discretion. As used herein, "Third-Party Materials" means works, inventions, developments, discoveries, or information belonging to any person or entity other than the Company. Contractor hereby grants to the Company an irrevocable, nonexclusive, worldwide, royalty-free license to use, reproduce and distribute copies of (internally and externally), prepare derivative works based upon, and otherwise commercially exploit any Third-Party Materials, to the fullest extent of Contractor's rights, title, or interest therein, which may be contained in any Company Invention developed by Contractor.

(f) Legally Compelled Disclosure. Nothing in this Agreement is intended to prohibit disclosure by Contractor of information that is required to be disclosed pursuant to any applicable law, court order or other governmental body or administrative or other agency. Contractor agrees to notify the Company as promptly as reasonably practicable after Contractor receives a request for any such disclosure of Confidential and Proprietary Information and agrees, upon request by the Company, to reasonably cooperate (at the Company's expense) with the Company's lawful efforts to challenge or limit such disclosure.

(g) Acknowledgments. Contractor acknowledges that the Company will suffer irreparable harm if Contractor fails to comply with this Agreement, and that the Company would be entitled to any appropriate relief, including equitable relief.

- (i) *Contractor acknowledges that without access to the Company's Confidential and Proprietary Information, Contractor would not receive such information from other sources.*
- (ii) *Contractor acknowledges that Contractor will return any and all of the Company's Confidential and Proprietary Information upon termination of this Agreement.*





## **Fish Stewarding Group Independent Contractor Agreement**

- (iii) *Contractor acknowledges that Contractor have received adequate consideration for signing this Agreement.*
- (iv) *Contractor acknowledges that this Agreement is reasonable in scope and duration and the restrictions placed on Contractor by the Company to protect its Confidential and Proprietary Information are reasonable.*
- (v) *Contractor acknowledges that this Agreement will not prevent Contractor from finding future gainful work in Contractor's chosen occupation.*
- (vi) *Contractor acknowledges the Company expended substantial time, effort, and capital to develop, maintain, and safeguard its Confidential and Proprietary Information.*
- (vii) *Contractor acknowledges the Company's Confidential and Proprietary Information is unique, private, valuable, and confidential, and Contractor will be privy to such Confidential and Proprietary Information.*
- (viii) *Contractor acknowledges the confidentiality covenants contained in this Agreement are independent of any other rights or responsibilities of the Parties; thus, the confidentiality covenants will remain in effect even if either Party breaches the other's rights or responsibilities or initiates a claim.*

### **6. Non-Compete/Non-Solicitation.**

(a) **Legitimate Business Interests.** In light of the acknowledgements in the preceding paragraph, it is understood and agreed by the Parties that Company has legitimate business interests to protect, including without limitation, the Company's Confidential and Proprietary Information.

(b) **Restrictive Covenants.** During the term of this Agreement and for a period 5-years thereafter, no matter the reason for the termination of this Agreement, Contractor shall not directly or indirectly, either on Contractor's own behalf or on behalf of another business or individual, engage in any of the following activities, or assist others in such activities:

- (i) Solicit, communicate with, or otherwise contact any of Company's customers, or actively seek prospective customers, with whom Contractor had material contact during the term of this Agreement, for the purpose of conducting any business with them which is substantially similar to the business conducted by the Company. "Material contact" means
  - (a) *actual contact with customers— such as through the provision of Services or sales visits or calls*
  - (b) *coming to know confidential information about a Company customer—such as by obtaining pricing and sales information or*
  - (c) *directing or coordinating other employees in calling, servicing, or soliciting customers;*





## **Fish Stewarding Group Independent Contractor Agreement**

- (ii) Solicit or induce, or encourage another entity or person to solicit or induce, any person employed by the Company or any person retained by the Company as an independent contractor to terminate an employment relationship or contract with the Company or to obtain employment with another entity or person besides the Company.
- (iii) Entering into, engaging in, being employed by, being connected to, consulting for, or otherwise assisting any business or individual engaged in any business similar to the Company's Business.

### **7. Return of Company Documents and Property.**

Contractor shall return all records, documents, proposals, notes, lists, files and any and all other materials including, without limitations, computerized and/or electronic information, that refers, relates or otherwise pertains to Company, its parent and subsidiary corporations, their affiliates, and/or each of their respective officers, directors, shareholders, agents, employees, and successors or assigns, and any and all business dealings of said persons and entities (the "Company Documents"), to Company by personally delivering the Company Documents to Company's offices. In addition, upon the expiration or termination of this Agreement (or sooner if requested/demanded by Company in writing), Contractor shall return to Company all property and equipment issued during the course of this relationship or that Contractor otherwise then-possesses (the "Company Property") by personally delivering the Company Property to Company's offices. Upon the expiration or termination of this Agreement, Contractor shall not retain any copies or duplicates of any of the Company Documents, nor shall Contractor retain any Company Property.

### **8. No Conflicts of Interest.**

Contractor represents and warrants that Contractor is not under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. If applicable, Contractor has obtained the consent of Contractor's employer, or any other entity to which Contractor provides services, to provide the Services to the Company and to receive the compensation described herein. Contractor represents and warrants that Contractor's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Contractor in confidence or in trust prior to commencement of this Agreement. In rendering Services, Contractor shall not, and shall not be expected or requested to:

- (i) disclose or use any ideas, processes, techniques or other information the disclosure of which would result in an actual or potential breach of a duty of confidentiality that Contractor owes to a third party; and
- (ii) bundle with or incorporate into the Services any third-party products, ideas, processes, or other techniques. Contractor will not knowingly infringe upon any copyright, patent, trade secret or other property right of any current or former client, employer or third-party in the performance of the Services.

### **9. Independent Contractor.**

It is understood and agreed that Contractor shall perform the Services as an independent contractor, and nothing herein shall be construed to be inconsistent with such relationship or status. This Agreement does





## **Fish Stewarding Group Independent Contractor Agreement**

not establish an employment, partnership, joint venture or agency relationship between Contractor and Company. Contractor is retained by Company only for the purposes and to the extent set forth in this Agreement for the performance of the Services. Contractor is not required to provide services exclusively to the Company and Contractor is free to undertake other engagements with other business entities as provided herein. Contractor shall be solely responsible for the performance of the Services, and subject to the terms of this Agreement, shall have sole discretion and control to determine the method, details and means of performing the Services, subject to the specifications and limitations of Company. Company shall have no right to, and shall not, control the manner or determine the method of accomplishing the Services, but Company retains the right to control the overall objectives regarding the duties and/or work to be performed by Contractor pursuant hereto.

- (a) Contractor hereby represents and warrants that Contractor is solely and exclusively responsible for paying all federal, state and/or local taxes and withholdings with respect to any Consulting Fees Contractor receives in result of the performance of the Services. In addition, Contractor represents and warrants that Contractor will comply with any other applicable statutory or contractual obligations, including but not limited to, workers' compensation insurance, health insurance, and unemployment insurance as part of Contractor's status as an independent business. Contractor represents and warrants that he is not eligible, and will have no claim against Company, for employee benefits, including but not limited to vacation or holiday pay, sick leave, health insurance, retirement benefits, unemployment insurance benefits, separation payments or other employee benefits of any kind (collectively, "Company Benefits"). If any government agency or court determines that Contractor should be reclassified as an employee, Contractor hereby waives any right to Company Benefits and acknowledges and understands that such reclassification shall not entitle Contractor to any Company Benefits offered to Company's employees.
- (b) Contractor shall not have authority to, nor shall Contractor represent himself as having such authority to, bind or incur any liabilities on behalf of Company nor shall Contractor hold himself out as an employee of Company or hold himself out as an agent of Company in any other manner, or for any other purpose, than is specifically prescribed in this Agreement.

### **10. Insurance.**

Contractor agrees that from the time of commencement of Services until termination of Services hereunder, Contractor shall provide and maintain in effect the types and minimum amounts of insurance required by the applicable government of the jurisdiction where the Services are primarily performed. When required by Company, Contractor will furnish certificates of insurance as evidence of the above-required policies.

### **11. Indemnity.**

Contractor agrees that Contractor will be responsible for and indemnify Company completely for all personal injury to third parties and tangible property, personal or realty, of third parties caused by Contractor's negligence or willful misconduct in performing the Services. Company agrees that Company





## **Fish Stewarding Group Independent Contractor Agreement**

will be responsible for and indemnify Contractor completely for all personal injury to third parties and tangible property, personal or realty, of third parties caused by Company's negligence or willful misconduct in performance of its obligations under this Agreement. Contractor also agrees to indemnify, protect, and hold Company harmless from and against any tax liabilities and responsibilities for payment of all federal, state, and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal, state, and local laws, with respect to Contractor. The indemnification obligations hereunder shall include costs of defense (i.e., legal fees and costs), as well as the payment of any final judgment rendered.

### **12. Arbitration.**

(a) **Claims Covered by the Agreement.** The Parties mutually consent to the resolution by final and binding arbitration of all claims or controversies that either Party may have relating to, resulting from, or in any way arising out of this Agreement and/or the termination of this Agreement, to the extent permitted by law, including without limitation, claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination and harassment (including, but not limited to, race, sex, religion, national origin, age, marital status or medical condition, disability, sexual orientation, or any other characteristic protected by federal, state or local law); claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); and claims for violation of any public policy, federal, state or other governmental law, statute, regulation or ordinance (collectively "Claims").

(b) **Required Notice of Claims and Statute of Limitations.** Contractor may initiate arbitration by serving or mailing a written notice to the Chief Financial Officer or individual responsible for all financial documentation at Company's principal place of business. Company may initiate arbitration by serving or mailing a written notice to Contractor at the last address for Contractor set forth herein. The written notice must specify the claims asserted against the other Party. Notice of any Claims sought to be arbitrated must be served within the limitations period established by applicable federal or state law.

(c) **Arbitration Procedures.**

- (i) *After demand for arbitration has been made by serving written notice under the terms of Section 13(b) of this Agreement, the Party demanding arbitration shall file a demand for arbitration with the American Arbitration Association ("AAA") in Dallas, Texas.*
- (ii) *A neutral arbitrator shall be selected from the AAA panel and the arbitration shall be conducted pursuant to AAA policies and procedures. Except as provided herein, all rules governing the arbitration shall be the then applicable rules set forth by the AAA. The dispute shall be governed by the AAA's then current version of the national rules for the resolution of employment disputes. The AAA's then applicable rules governing the arbitration may be obtained from the AAA's website, which currently is [www.adr.org](http://www.adr.org).*
- (iii) *The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state of Texas. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable.*





## **Fish Stewarding Group Independent Contractor Agreement**

- (iv) *Either Party may file a motion for summary judgment with the arbitrator. The arbitrator is entitled to resolve some or all of the asserted claims through such a motion. The standards to be applied by the arbitrator in ruling on a motion for summary judgment shall be those applicable under Texas law.*
- (v) *Discovery shall be allowed and conducted pursuant to the then applicable arbitration rules of the AAA, provided that the Parties shall be entitled to discovery sufficient to adequately arbitrate their claims and defenses. The arbitrator is authorized to rule on discovery motions brought under the applicable discovery rules.*

(d) **Class and Collective Action Waiver.** The Parties agree not to bring any disputes between them on a collective or class basis; rather, the Parties agree to bring such disputes in arbitration on an individual basis only. An arbitrator may not resolve any disputes concerning the enforceability or validity of this class and collective action waiver; only a court with proper jurisdiction may resolve such a dispute. If this class action waiver is held to be illegal for any reason, the Parties agree that a court, and not an arbitrator, will hear any class or collective action.

(e) **Application for Emergency Injunctive and/or Other Equitable Relief.** Claims by either Party for emergency injunctive and/or other equitable relief shall be subject to the then current version of the AAA's Rules Governing Emergency Measures of Protection set forth within the AAA's Commercial Dispute Resolution Procedures. The AAA shall appoint a single emergency arbitrator to handle the claim(s) for emergency relief. The emergency arbitrator selected by the AAA shall be either a retired judge or an individual experienced in handling matters involving claims for emergency injunctive and/or other equitable relief. The emergency arbitrator shall immediately disclose any circumstance likely, on the basis of the facts disclosed on the application, to affect such arbitrator's impartiality or independence. Any challenge to the appointment of the emergency arbitrator must be made within one business day of the communication by the AAA to the Parties of the appointment of the emergency arbitrator and the circumstances disclosed.

(f) **Arbitration Decision.** The arbitrator's decision will be final and binding. The arbitrator shall issue a written arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based. A Party's right to appeal the decision is limited to grounds provided under applicable federal or state law.

(g) **Arbitration Hearing.** The arbitrator shall appoint a time and place for the hearing within Abilene, Texas and cause notice thereof to be served personally or by registered or certified mail on the Parties to the arbitration and not less than 120 days before the hearing. Appearance at the hearing waives the right to notice.

### **13. Compliance.**

Contractor shall at all times comply with any and all laws, ordinances, statutes, executive orders and regulations, federal, state, county and municipal, insofar as applicable to Contractor's performance or Services under this Agreement.







## Fish Stewarding Group

MESSAGING, STRATEGY, FINANCE & DEVELOPMENT

### Fish Stewarding Group Independent Contractor Agreement

#### 14. Assignments and Subcontractors.

This Agreement, and all duties and obligations herein, are personal in nature, and neither Contractor nor Company shall assign or subcontract all or any part of this Agreement without the prior written consent of the other Party. Company shall have the right to assign this Agreement to its divisions, subsidiaries, affiliates and to any successor company in the event of a sale or merger affecting any of its operations relating to this Agreement.

#### 15. Successors and Assigns.

This Agreement will be binding upon Contractor's heirs, executors, administrators, and other legal representatives, and will be for the benefit of the Company, its successors and its assigns.

#### 16. Entire Agreement.

This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

#### 17. Severability.

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

#### 18. Modifications.

None of the provisions of this Agreement may be waived, changed or altered except by an instrument in writing signed by both Parties.

#### 19. Headings.

Headings used throughout this Agreement are for administrative convenience only and shall be disregarded for the purpose of construing and enforcing this Agreement.

#### 20. Waiver of Breach or Violation Not Deemed Continuing.

The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation.

#### 21. Governing Law.

This Agreement and all matters relating to the meaning, validity, or enforceability thereof and the performance of services hereunder shall be governed by the laws of the State of Texas.





# Fish Stewarding Group

MESSAGING, STRATEGY, FINANCE & DEVELOPMENT

## Fish Stewarding Group Independent Contractor Agreement

### 22. Notices.

Any notice required or permitted to be given by one Party to the other pursuant to this Agreement shall be in writing and shall be given either by telegram, telex, facsimile, or certified letter (postage prepaid) addressed to the Party intended as the recipient as follows:

#### ***Fish Stewarding Group Independent Contractor Agreement***

If to Company: Fish Stewarding Group  
6586 East Interstate 20, Abilene, Texas 79601-7640  
Attn: Douglas P Fish., CEO

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Company Name  
Company Address  
City, State, Zip  
Individual and Title

### 23. Construction.

This Agreement shall be construed and interpreted fairly in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof. Each Party further acknowledges and agrees that they have had the opportunity to consult with, or have consulted with, attorneys of their own choice regarding each term and condition of this Agreement, that they both understand the meaning and effect of each provision contained in this Agreement, and that they have voluntarily and knowingly entered into this Agreement. Further, Company and Contractor expressly represent and warrant that in executing this Agreement neither has relied upon any representation or statement not set forth herein made by Company's or Contractor's agents, representatives, or attorneys regarding the subject matter, basis, or effect of this Agreement or otherwise.

### 24. Counterparts.

This Agreement may be executed via facsimile, in electronic format, and/or in multiple, original counterparts, each of which will be an original but all of which, when taken together, shall constitute one and the same document. This Agreement, when taken together, bears an authorized signature of Company and Contractor.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Fish Stewarding Group (Company)

By: \_\_\_\_\_ Douglas P. Fish, CEO

\_\_\_\_\_ (Company/Contractor)

By: \_\_\_\_\_ (Individual and Title)





## Fish Stewarding Group

MESSAGING, STRATEGY, FINANCE & DEVELOPMENT

### Fish Stewarding Group Independent Contractor Agreement

#### EXHIBIT A Description of SERVICES and Associated Contractor Fee

As mutually agreed with the Company, Contractor...

1. will present, market/promote FSG Living Buildings and Fish Stewarding Group to potential public and private sector client ("Client") opportunities in compliance with the approved messaging of Fish Stewarding Group and FSG Living Buildings. Contractor will agree to only make subjective statements that are identical to the Company's stated statements and approved messaging with no deviation.
2. will secure materials agreements with public and private entities, from Contractor's own efforts, for the purpose of applying the \_\_\_\_\_ (Contractors Product/Service/Solution) into the Clients' needs. This materials pricing used will be based on the Company's established retail price listing, unless approved otherwise by the Company.
3. will be responsible for securing and contracting only highly reputable contractors ("Sub-Contractor") approved by the proper authority of each project jurisdiction, with no active insurance or legal infractions/investigations. Contractor will ensure all Sub-Contractors have General Liability Umbrella coverage limits of \$5 million per occurrence (\$10 million aggregate) or are willing to undertake a performance bond for 100% of the respective Client contract face value.
4. Contractor will ensure that all materials are handled by a contractor company endorsed engineer or employee.
5. Contractor will ensure that all work is overseen by a Company endorsed, certified engineer or Company designated project manager.

