



MASTER SERVICE AGREEMENT

This Master Service Agreement is entered onto this day _____, _____ by and between Jaffa Group Design/Build, ("Contractor") and _____, ("Service Provider") on the following terms and conditions. LICENSE HOLDER

1. Contractor wishes to utilize the services of the Service Provider to provide services to Contractor. Based upon the nature of the services provided by Service Provider, it is anticipated that it will be impractical to enter into a separate agreement for services each time Contractor desires to use Service Provider.
2. Contractor requires that Service Provider meet certain terms and conditions before Contractor uses Service Provider's services. These terms and conditions are set forth in this agreement.
3. In order to expedite the use of Service Provider's services each time they are needed, the parties agree to enter into and comply with this Master Service Agreement prior to any actual services being performed. It is the intent of the parties that these terms and conditions apply to any provision of services by Service Provider for or on behalf of Contractor, regardless of whether these terms and conditions are referenced in any purchase order, work order, subsequent contract memo, etc. during the term of this contract.
4. This Master Service Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days notice. The cancellation of this agreement shall not negate any term or condition, such as, but not limited to, the warranty, indemnity and insurance requirements.
5. Entering into this Master Service Agreement shall not obligate either Contractor or Service Provider to agree to any subsequent request for services or to any volume of business during the term of the policy. The intent is that if any services are procured and agreed to by both parties during the term of this agreement, the terms and conditions of this Master Service Agreement shall apply. If any terms and conditions on any preprinted written form from Contractor conflicts with this Master Service Agreement, the terms of this Master Service Agreement apply and supercede any other terms to the contrary.
6. Service Provider acknowledges that the only means by which any Contractor employee or agent is authorized to procure services from the Service Provider is in writing (purchase order, work order, contract, memo, etc.) Any oral request for services is expressly not authorized by Contractor's corporate officers and Service Provider may not rely upon any representation by any Contractor employee or agent to the contrary.
7. No request for payment by any Service Provider will be approved by Contractor unless all terms and conditions of this Master Service Agreement are fulfilled.

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8. Indemnifications and Insurance

8.1 The Work performed by the Service Provider shall be at the risk of the Service Provider exclusively. To the fullest extent permitted by law, Service Provider shall indemnify, defend (at Service Provider's sole expense) and hold harmless all Indemnified Parties (as described infra), from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished or Services provided under this Agreement by Service Provider or its agents.

For the purposes of this agreement, "Indemnified Parties" shall mean: Contractor; the affiliated companies of Contractor; the partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and assigns of Contractor and/or the affiliated companies of Contractor; owner (if different from Contractor); owner's companies, owner's limited partnerships; owner's acquisitions; owner's LLCs, and its direct and indirect parents and subsidiaries; any of the owner's affiliated entities, successors, assigns; and any current or future director, officer, employee, partner, member or agent of any of the above.

The indemnity and defense obligations of Service Provider as described herein shall apply to any acts or omissions, negligent or willful misconduct of Service Provider, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said Claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Service Provider shall not be obligated to indemnify and defend Contractor or owner for Claims found to be due to the sole and active negligence of Indemnified Parties.

Service Provider's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

8.2 Upon execution of this Master Service Agreement; and prior to Service Provider's commencing (in the broadest possible sense of the word) any work or services, the Service Provider shall carry general liability insurance and the Service Provider shall provide Contractor with a Certificate of Insurance naming any and all Indemnified Parties as Additional Insureds hereunder with respect to the General Liability Insurance. The Liability insurance must include Products/Complete Operations coverage for all Additional Insureds. The coverage available to Indemnified Parties as an additional insured shall not be less than **\$1,000,000** combined single limit per occurrence and a **\$2,000,000** general aggregate providing coverage for Completed Operations, products liability and contractual liability. Service Provider shall also carry and provide proof of workers' compensation.

8.3 Prior to commencement of services, the Service Provider shall provide Contractor with a Certificate of Insurance showing automobile liability insurance coverage for the Service Provider and any employees, agents, or sub-service providers of the Service Provider for any vehicles (both owned and non-owned) which enter Contractor's premises at the direction of the Service Provider, its employees, agents, or sub-Service Providers in relation to performance of the Work. In the event Service Provider elects to obtain or provide proof of an active commercial automobile insurance policy satisfying the above requirements, the limit

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on such policy must be at least **\$1,000,000**. If Service Provider does not have a commercial automobile insurance policy, satisfying all of the above requirements, the limits for the automobile liability insurance coverage mandated by this section may be determined in the discretion of Contractor.

8.4 The Service Provider insurance carriers for the policies described in paragraphs 8.2 and 8.3 must be "A-" rated or better.

8.5 The insurance coverage required under paragraph 8.2 shall be of sufficient type, scope, and duration to ensure coverage of the Service Provider and Contractor for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor in relation to the Project. However, in no event shall the period of coverage for Completed Operations on any policy described above last less than two (2) years.

8.6 Annually, the Service Provider shall supply Contractor with a new replacement Certificate of Insurance. Not less than two weeks prior to the expiration, cancellation or termination of the policy, the Service Provider will provide the Contractor with a new additional insured endorsement naming the Contractor as an additional named insured and complying with all other terms and conditions set forth above for Service Provider's proof of insurance to Contractor.

8.7 Service Provider shall, prior to the commencement of services, supply Contractor with endorsements to the insurance policies implicated in Section 8.2 (general liability insurance and workers' compensation insurance) waiving any right of the insurance provider to recover against any of the Indemnified Parties for any payments made by the insurance provider under the said policies.

9. Warranty and Representation

The Service Provider represents and warrants that all materials and/or labor furnished by the Service Provider in connection with the construction of all homes built by the Contractor shall be free of defect for a period of two (2) years from the date of the last check issued by Contractor to Service Provider for Service Provider's contributions to a home.

If a defect of material or workmanship occurs within the two (2) year period, the Contractor will notify the Service Provider of such defect and upon receipt of such notice, the Service Provider shall immediately at its expense act to satisfactorily repair and/or replace the defective material and/or workmanship. If other work performed by the Contractor or other Service Providers shall fail due to defects in the Service Providers material and/or workmanship, such failure shall be repaired and/or replaced at the expense of the Service provider. The Service Provider shall, at the Service Provider's own expense and to the extent required by Contractor, participate in the conciliation and arbitration mechanisms established under any home owner's warranty program of the Contractor as such conciliations and arbitration relate to materials and/or labor furnished by the Service Provider.

10. Safety Standards

Service Provider agrees that the Service Provider and all employees of the Service Provider are required to fully comply with and implement all government laws (OSHA) pertaining to safety standards. Service Provider agrees that any fines, assessments or penalties imposed upon the Contractor as a result of a failure of the Service Provider, the Service Provider's employees, the Service Provider's agents, and/or the Service Provider's sub-service providers to comply with the government standards described above will be fully charged back and paid for by the Service Provider.

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11. Cancellation

Contractor reserves the right to cancel this Master Service Agreement in whole or in part if Service Provider breaches this contract by failing to provide necessary services in a timely and workmanlike manner and does not correct such failure within ten (10) days of receiving written notice from Contractor specifying such failure or if Service Provider in any other respect repudiates or otherwise breaches the terms hereof, including the warranties of Service Provider.

12. Rules of Construction

The singular form any word herein shall be construed to include the plural and vice-versa.

13. Severability Clause

If any provision of this Agreement, by way of this Instrument or otherwise, or the application thereof, shall for any reason and to any extent be found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, with all remaining clauses, directives, provisions, Parties, and circumstances, with any application thereof, shall continue in full force to the maximum extent permissible under applicable law. Notwithstanding, if such invalid or unenforceable provision shall frustrate the intention of this Agreement, then the court may suspend all obligations until such time as the Agreement is voluntarily reformed by the Parties or by action of the court.

14. Governing Law, Jurisdiction and Venue

This Agreement insofar as it is reasonable and possible, shall be GOVERNED BY THE LAWS OF THE STATE OF UTAH. The Parties submit to the sole jurisdiction and venue of the courts of the State of Utah to resolve any disputes arising under this Agreement.

CONTRACTOR - Jaffa Group Design/Build

DATE

SERVICE PROVIDER

DATE