



## **Addendum to Contract**

### Use of the DrawAlert Service for the Project

Contractor shall subscribe to and use the DrawAlert software as a service (the “DrawAlert Portal”) to provide regular notifications to Lender, Owner, Contractor, Lien Servicing Companies Subcontractors, and suppliers (collectively, the “Project Participants”) regarding payments, preliminary lien notices, for this specific Project. Contractor acknowledges and agrees that a material consideration in Owner’s decision to engage Contractor for the Project is Contractor’s subscription to and use of the DrawAlert Portal. The Contractor, for itself and each Subcontractor and Supplier, shall ensure that the following terms and conditions of the DrawAlert Service are followed for the project:

1. Prior to the commencement of construction, the Contractor shall accept The Project in the DrawAlert Portal and make the required per project fee of \$450.00
2. The Contractor shall cause each Subcontractor and Supplier to enroll and accept The Project in the DrawAlert Portal and make the required per project fee of \$75.00
3. The Contractor shall, when applicable, share preliminary lien notice information, conditional and unconditional waivers, certificates of insurance and other related documentation through the DrawAlert portal.
4. The Contractor shall share Draw Received dates in the system.
5. During the project closeout phase of each project the Contractor shall fairly rate each Subcontractor via the DrawAlert Portal.
6. The Contractor shall cause each Subcontractor and Supplier to fairly rate the Contractor via the DrawAlert Portal

The Contractor shall include the terms and conditions of this Addendum in each subcontract and each agreement for the supply of material for the Project and shall require that each Subcontractor include the terms and conditions of this Addendum in each contract that it enters into with sub-subcontractors for the Project. Any failure to subscribe to or use the DrawAlert Service by Contractor or any Subcontractor, sub-subcontractor or supplier for the Project shall be a material default under the Agreement.



NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE USE OF THE DRAWALERT SERVICE IS FOR INFORMATIONAL PURPOSES ONLY. THE DRAWALERT SERVICE IS NOT INTENDED TO COMPLY WITH APPLICABLE LAW REGARDING THE CREATION, PERFECTION OR ENFORCEMENT OF LIEN RIGHTS, OR WITH THE FORM, CONTENT OR METHOD OF DELIVERY OF PRELIMINARY LIEN NOTICES, NOTICES AND CLAIMS OF LIEN, LIEN WAIVERS OR ANY OTHER NOTICE. CONTRACTOR AND EACH SUBCONTRACTOR, SUB-SUBCONTRACTOR AND SUPPLIER SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAW WITH RESPECT TO THE CREATION, PERFECTION AND ENFORCEMENT OF LIEN RIGHTS.

**THE PER PROJECT FEES ARE \$450 FOR THE GENERAL CONTRACTOR AND \$75 FOR EACH SUBCONTRACTOR.**