



American Subcontractors Association

ASA Peer Group Program

Terms and Conditions

CONFIDENTIAL

The ASA Peer Group Program is managed by Construction Peer Group Corporation, 105 Saranac Ct, Bloomingdale, IL 60108; Richard Bright: 410 869-3253 and Ron McKenzie: 630 894-0513: www.constructionpeergroups.com.

1. **ASA FEE and GROUP MEETING EXPENSES:** The fee structure is as follows:
 - a. **ANNUAL FEE:** The individual fee to participate in an ASA peer group is \$6,000.00 per year, invoiced quarterly at \$1,500 per quarter. Fees are paid to CPGC, and must be paid each quarter as a commitment to other group members. If the peer group only meets three times in a given period, it does not change the annual fee.
 - b. **REFERRAL CREDIT:** Often construction leaders know of other construction executives from other companies that would like to join a peer group. If you refer a company to ASA and they join ANY group, you will be credited with \$500.00 against your current and/or future fees.
 - c. **TRAVEL EXPENSES:** All travel to and from a peer group meeting as well as hotel lodging is to be paid by the individual or company allowing members to travel in the style and the time to which they are accustomed, as well as following their own companies policies. Every effort will be made by the group to balance the travel expense among members.
 - d. **SHARED EXPENSES:** ASA is responsible for securing and paying for the meeting room, as well as coordinating the meals and other incidental expenses on behalf of the group members. Approximately one week after the meeting has ended, ASA will invoice the shared expenses equally among the peer group members. These joint shared meeting expenses are viewed as part of the fee structure and part of the financial obligation to ASA. The invoice will include the facilitator's expense, but NOT the Facilitator's Fee, which is part of ASA's expense. This structure allows for a low annual fee as well as providing the group the ability to control its own expenses. Shared expenses exclude all alcoholic beverages, unless otherwise agreed by the majority of the group.
 - e. **SAMPLE GROUP MEETING EXPENSE:**

<u>DAY ONE: TRAVEL and ARRIVAL</u>	
Arrive late afternoon – early evening	
Dinner for those that are there	\$ 175.00
<u>DAY TWO: MEETING</u>	
Conference room	\$ 225.00
Continental breakfast	85.00
Morning and afternoon refreshments	75.00
Lunch	125.00
Dinner	250.00
<u>DAY THREE: MEETING and DEPARTURE</u>	
Conference room ½ day	\$ 75.00
Continental Breakfast	85.00
Morning break	45.00
Facilitators Fee \$2,000.00: No/Charge	00.0
Facilitators Transportation	395.00
Facilitators Lodging	275.00
Misc.	<u>25.00</u>
TOTAL	\$1,835.00
 - f. **RECONCILIATION:** \$1,835.00 / 10 Group Members = \$183.50 each. In this case each group member would be invoiced \$183.50 dollars for this group meeting. The amount varies from meeting-to-meeting and this is meant to be an estimate to demonstrate an example of the process. The amount depends upon the location and other factors as decided upon by each group. It is suggested that a group be comprised of ten-to-twelve members.
2. **NON-COMPETING MEMBERS:** The Peer Groups are expressly made up of non-competing members and hence; will not have any ability to price fix fees and share competitive information in a given territory avoiding antitrust implications.



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3. **COMPETITOR:** There does exist the potential of a company, which after being part of a group, becomes a competitor via acquisition, transfer or other forces out of the participant's control. In that situation, it may be appropriate for that competitor to be asked to join a different group.
4. **HOLD HARMLESS:** Any information and advice given by ASA will be in the best interest of your company. It is understood there is no such thing as marketing guarantees in the business world. Outside forces always can change the course of a business. ASA cannot absolutely guarantee specific results. It is agreed that the above named company would hold ASA and its associates and facilitators harmless and unaccountable.
5. **CONFIDENTIALITY:** All information regarding your business, such as financials, marketing information, trade secrets, and business associates, customers and prospective customers, will be held in the strictest of confidence by ASA. Your name or company name will NOT be used in any ASA promotional material such as advertising without your written permission to insure confidentiality. Your name and company name WILL be disclosed to other potential group members to facilitate setting up the groups. Each group works under strict guidelines of confidentiality. ASA has the right to remove a member from any group for breach of confidentiality.
6. **ASA'S ROLE:**
 - a. Provide leadership.
 - b. Provide the environment for peer groups to develop.
 - c. Responsible for seeking out and matching new member contractors in the right group based upon geography, delivery system, company role and a variety of other criteria.
 - d. Develop agenda and setting up the meeting.
 - e. Facilitate each peer group meeting.
 - f. Become accountable for the peer groups success.
 - g. Document what happened at the meeting.
 - h. Coordinate calendars with group members.
 - i. Coordinate guest speakers.
 - j. Manage other professional facilitators.
 - k. Provide financial accounting of each meeting regarding shared expenses.
 - l. Manage any conflicts within a group to better move the groups forward.
7. **GROUP ASSIGNMENT:** As these are non-competitive peer groups, participants will be chosen on a first come, first serve issue based upon geography. For example, five masonry contractors from Denver cannot all be in the same peer group. So, there could be a waiting time to form a group based upon demand. Members who want to secure a group position have the option to submit a \$475.00 payment as the first part of their annual fees to secure a position. Once a meeting date has been set, you will be invoiced for the balance of payment owed. This "placeholder fee" is fully refunded if you do not wish to join.
8. **MISSED MEETING:** There is no credit for a missed meeting, and as a member of a peer group, you will be charged the proportional meeting expense and the quarterly fee even though you do not attend. However, it is understood that the dynamics of the peer group process is for the continual presence of the individual members allowing them to build relationships and trust.
9. **TERMINATION:** ASA has the right to terminate a member at any time for failure to pay fees or for other reasons as determined solely by ASA. It is understood that peer groups are, to a large extent, are self-managed, and that each member is responsible for group harmony and group decisions affecting a member's role. It is required that each member provide full attention to making the group a success.
10. **PEER GROUP RELATIONSHIP and ACCEPTANCE:** You are requesting to participate and enter into a non-competitive peer group relationship with other construction professionals, as described herein and managed by Construction Peer Group Corporation, and abide by the peer group standards as set forth in this and other ASA documents. The Terms and Conditions of this agreement are subject to change and you will be advised of any changes. You have the right to terminate the relationship at any time with ASA. Your company will be billed for any fees that have not been paid and/or expenses that are owed and/or refunded.

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