



YELLOW DOG DEFENSE CONSULTING
Simplifying Complexity.
Execution Architecture & Systems Doctrine.
Command Is The Way Forward

“A Yellow Dog Construction LLC company”

Yellow Dog Defense Consulting — The General Terms & Conditions

Simplifying Complexity. Execution Architecture & Systems Doctrine.

Command Is The Way Forward.

Proprietary Command Architecture — Not for Redistribution, For Pitch / Briefing Use Only

Deliberately limited public-digital exposure for OPSEC compliance

The General Terms & Conditions

Yellow Dog Construction LLC & Yellow Dog Defense Consulting

(Contractor)

1. PURPOSE

These General Terms and Conditions govern **all** contracts, proposals, purchase orders, and engagements between Yellow Dog Construction LLC, its division Yellow Dog Defense Consulting (collectively “Contractor”), and the Client. Acceptance of any proposal, quote, or contract constitutes full and unconditional agreement to these terms.

2. SCOPE OF WORK

The Contractor shall perform **only** the work or services expressly identified in the written agreement or proposal. **No verbal agreements, assumptions, or unauthorized work will be binding or compensable.** Any modification, addition, or change to scope, schedule, or price **must** be documented in a written Change Order signed by both parties **prior to** commencement of additional work.

3. PRICING AND ADJUSTMENTS

- All proposals are valid for **30 calendar days** only.
- Contractor reserves the absolute right to adjust pricing due to material/labor cost increases, tariffs, supply chain disruptions, inflation, or any economic volatility.



YELLOW DOG DEFENSE CONSULTING
Simplifying Complexity.
Execution Architecture & Systems Doctrine.
Command Is The Way Forward

“A Yellow Dog Construction LLC company”

- **Significant Deviation:** A price increase of 5% or greater due to external factors shall automatically trigger renegotiation. Contractor may suspend work until agreement is reached.
- Unforeseen site conditions, hidden hazards, or differing site conditions will result in equitable adjustment via Change Order.

4. PAYMENT TERMS (Strong Protection)

- Payment is due **net 15 days** from invoice date.
- Late payments accrue **1.5% interest per month** (18% annually) from the due date.
- Contractor may **immediately suspend all work** if any invoice is more than 21 days past due.
- **Retainage:** 10% standard retainage held until final completion, acceptance, and lien waivers are provided.
- All payments are non-refundable. No set-offs or back charges allowed without Contractor’s prior written consent.

5. REGULATORY COMPLIANCE

Client is responsible for all permits, approvals, and zoning requirements. Any new laws, regulations, or mandates enacted after contract execution that increase cost or time shall entitle Contractor to a Change Order. Failure by Client to obtain required permits shall not relieve Client of payment obligations.

6. FORCE MAJEURE & ECONOMIC HARDSHIP

Contractor shall not be liable for any delays or increased costs caused by force majeure events, including (but not limited to) pandemics, supply chain failures, material shortages, labor disputes, tariffs, government actions, or extreme weather. If such event lasts longer than **30 days**, Contractor may terminate the contract with 10 days’ notice and Client shall pay for all work performed plus demobilization costs.

7. LIABILITY AND INDEMNIFICATION (Maximum Protection)

- **Limitation of Liability:** Contractor’s total aggregate liability under any contract shall **not exceed** the total amount paid by Client to Contractor under that specific agreement.
- Client shall **indemnify, defend, and hold harmless** Contractor from any and all claims, damages, losses, or liabilities arising from: Client-furnished designs, site conditions, hazardous materials, third-party actions, or Client’s instructions.



YELLOW DOG DEFENSE CONSULTING
Simplifying Complexity.
Execution Architecture & Systems Doctrine.
Command Is The Way Forward

“A Yellow Dog Construction LLC company”

- Contractor shall **not** be responsible for consequential damages, lost profits, or indirect damages of any kind.

8. INTELLECTUAL PROPERTY (Critical for Defense Consulting)

All 90/10 Doctrine materials, policy letters, briefings, governance frameworks, and related intellectual property remain the exclusive property of Yellow Dog Defense Consulting. Client receives only a limited, non-exclusive, non-transferable license for internal use. Any unauthorized use, reproduction, or distribution is strictly prohibited.

9. FEDERAL PROJECT REQUIREMENTS

For any federally connected work, Client shall reimburse Contractor for all additional compliance costs, including but not limited to certified payroll, background checks, security requirements, and Buy American Act compliance.

10. TERMINATION

- Contractor may terminate this Agreement **immediately** upon Client’s material breach, including non-payment.
- Upon termination for any reason, Client shall pay for all work completed, materials ordered, and reasonable termination/demobilization costs within 10 days.

11. DISPUTE RESOLUTION

All disputes shall first be subject to good-faith negotiation. Any unresolved dispute shall be settled by **binding arbitration** in Tarrant County, Texas, under the rules of the American Arbitration Association. The prevailing party shall be entitled to recover all costs, including reasonable attorney’s fees.

12. GOVERNING LAW & VENUE

This Agreement shall be governed exclusively by the laws of the State of Texas, without regard to conflict of laws principles. Venue for any action shall be **exclusively** in Tarrant County, Texas.



YELLOW DOG DEFENSE CONSULTING
Simplifying Complexity.
Execution Architecture & Systems Doctrine.
Command Is The Way Forward

“A Yellow Dog Construction LLC company”

ACCEPTANCE AND SIGNATURES

By signing below, the Client acknowledges that they have read, understood, and agree to be bound by these General Terms and Conditions.

Contractor:

Yellow Dog Construction LLC / Yellow Dog Defense Consulting

By: _____

Name: Joseph J. Rae II

Title: President & CEO

Date: _____

Client:

By: _____

Name: _____

Title: _____

Date: _____

Company Name: _____

817-687-6420

Web: YellowDogDefenseConsulting.com

Email: YellowDog@YDConstructionLLC.com

TEXAS License #: 805236881

SAM UEI: TLSHAPDMYMW1

CAGE: 9PVD6

Simplifying Complexity. Execution Architecture & Systems Doctrine.

Command Is The Way Forward.

Established 2023

“A Yellow Dog Construction LLC company”

The General Terms & Conditions v1.0 | 240930ZAPR26

620 McNeill Ln | Fort Worth, Texas 76179-6357 | 817-687-6420 | YellowDogDefenseConsulting.com

© 2026 Joseph J. Rae II / YD Defense Consulting. All Rights Reserved. Confidential and Proprietary.

// UNCLASSIFIED // Open Source