

# GENERAL SITE CONDITIONS

## High-End Luxury Residential Construction Projects

These General Site Conditions (“Site Conditions”) form part of all agreements, purchase orders, subcontracts, consultant engagements, supplier arrangements, and site access permissions relating to the Project. All personnel entering the Project site acknowledge and agree to comply fully with these requirements.

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## 1. PROFESSIONAL CONDUCT & CLIENT EXPECTATIONS

All Contractors, Subcontractors, Consultants, Suppliers, Employees, and Visitors shall conduct themselves in a professional, respectful, and discreet manner consistent with the standards expected on a high-end luxury residential project.

The Project site shall be treated as a private residence and not as a conventional construction site.

At all times, personnel shall:

- Maintain professional appearance and conduct;
- Use respectful language and behavior;
- Minimize noise, disruption, and disturbance to neighbors and occupants;
- Refrain from smoking, vaping, alcohol consumption, or use of illegal substances on or near the Project site;
- Avoid unnecessary congregation, loud music, or inappropriate behavior;
- Smoking and vaping are strictly prohibited within the residence, structures, garages, landscaped areas, and all active construction zones. If permitted by the GC Project Manager, smoking shall only occur within a designated smoking area established by the GC. All cigarette waste must be disposed of properly in the designated cigarette butt receptacles provided onsite. Disposal of cigarette butts or smoking materials anywhere else on the Project site or surrounding property is strictly prohibited and may result in immediate removal from the Project. Follow all directions issued by the General Contractor (“GC”) or GC Project Manager.

The GC reserves the right to remove any individual from the Project site for conduct deemed inappropriate, unsafe, disruptive, unprofessional, or inconsistent with the standards of the Project.

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## 2. STRICT CONFIDENTIALITY & PRIVACY

This Project is private and confidential.

All information relating to the Owner, the Property, the Project, drawings, specifications, finishes, systems, security measures, schedules, budgets, consultants, and site activities shall be treated as strictly confidential.

Without prior written approval from the GC, no Contractor, Subcontractor, Consultant, Supplier, Employee, or Visitor shall:

- Photograph or video any portion of the Project;
- Post or share any images, videos, drawings, renderings, plans, or project information online or on social media platforms;
- Reference the Project in advertising, marketing, websites, portfolios, press releases, or promotional materials;
- Identify or disclose the Owner's name, address, lifestyle, business interests, or personal information;
- Discuss Project details with media, neighbors, vendors, or third parties;
- Permit unauthorized visitors or tours of the site.

This prohibition includes, but is not limited to:

- Instagram
- Facebook
- LinkedIn
- TikTok
- YouTube
- Snapchat
- WhatsApp groups
- Industry forums
- AI platforms or online image repositories

All mobile devices shall be used responsibly and only for legitimate business purposes.

The GC may require execution of separate Non-Disclosure Agreements (NDAs) where deemed necessary.

Any breach of confidentiality shall constitute a material breach of contract and may result in:

- Immediate removal from the Project site;
- Termination of contract;

- Financial liability for damages;
  - Legal action and injunctive relief.
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## **3. COPYRIGHT & INTELLECTUAL PROPERTY**

### **Special Note in Relation to the Malvern Build Project Copyright**

**© 2025 Malvern Build LLC. All Rights Reserved.**

This material, including all plans, drawings, designs, renderings, specifications, presentations, digital files, photographs, and related project documentation, is the exclusive property of Malvern Build LLC and is protected under United States and international copyright law.

Unauthorized reproduction, distribution, duplication, exhibition, modification, publication, transmission, public display, or use of any materials associated with the Project—whether in print, digital, electronic, photographic, video, AI-generated, or any other form—is strictly prohibited and may result in civil and criminal penalties.

All Project materials are provided strictly for private viewing and authorized construction purposes only.

No Contractor, Subcontractor, Consultant, Supplier, or third party shall:

- Copy or retain Project documents beyond the scope of their work;
- Share plans or drawings externally;
- Upload Project information into AI systems, databases, websites, or cloud-sharing platforms without written authorization;
- Use Project materials for marketing, training, or portfolio purposes;
- Reproduce design details on other projects without authorization.

All intellectual property rights remain exclusively with Malvern Build LLC and/or the applicable design professionals.

For licensing or permission requests, please contact:

**[accounts@malvernbuild.com](mailto:accounts@malvernbuild.com)**

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## **4. SITE CLEANLINESS & HOUSEKEEPING**

This Project shall be maintained to exceptionally high housekeeping standards at all times.

All trades are responsible for continuously maintaining clean, orderly, and organized work areas throughout the duration of their work.

Minimum housekeeping requirements include:

- Daily removal of waste, debris, packaging, and scrap materials;
- Keeping all pathways, access points, and work areas free from clutter;
- Proper storage and organization of tools, materials, cords, and equipment;
- Immediate cleanup of spills, dust, adhesives, paint, or hazardous materials;
- Protection of finished surfaces and adjacent work;
- Broom-clean condition maintained continuously throughout the workday;
- End-of-day cleanup mandatory for all trades.

No trade shall leave the Project site in a condition requiring another trade or the GC to clean up after them.

Dumpsters, waste bins, and recycling areas shall be used properly. Materials shall not be burned or discarded improperly onsite.

Failure to maintain acceptable housekeeping standards may result in:

- Back charges for cleaning;
- Suspension of work;
- Removal from site.

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## **5. DAILY SITE CLOSEOUT REQUIREMENTS**

At the end of each workday, all personnel shall:

- Remove waste and debris;
- Secure tools, equipment, and materials;
- Sweep and clean work areas;
- Ensure temporary protections remain intact;
- Eliminate tripping hazards;

- Shut down temporary utilities and equipment safely;
- Leave the site in an organized and presentable condition.

The expectation is that the Project site shall appear controlled, professional, and orderly at all times, including after working hours.

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## 6. HEALTH & SAFETY

Safety is a non-negotiable requirement of the Project.

All personnel shall comply with:

- OSHA regulations;
- Applicable federal, state, and local laws;
- Site-specific safety requirements;
- Manufacturer safety recommendations;
- GC safety directives.

All Contractors and Subcontractors are responsible for:

- The safety of their employees and operations;
- Conducting work in a safe and competent manner;
- Providing proper supervision;
- Using appropriate PPE;
- Maintaining safe equipment and tools;
- Reporting hazards immediately.

Required PPE may include:

- Hard hats
- Safety glasses
- High-visibility clothing
- Gloves
- Respiratory protection
- Hearing protection
- Fall protection systems

No worker shall:

- Operate equipment without proper training;
- Work under the influence of drugs or alcohol;
- Remove safety devices or protections;
- Engage in unsafe practices.

All accidents, incidents, injuries, property damage, or near misses shall be reported immediately to the GC Project Manager.

The GC reserves the right to stop work for unsafe conditions or unsafe behavior without compensation for delays.

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## **7. PROTECTION OF FINISHED WORK**

Luxury residential construction demands exceptional care and attention to detail.

All trades shall:

- Protect finished surfaces and adjacent work;
- Use floor protection, corner guards, dust barriers, and coverings as required;
- Prevent damage to millwork, flooring, glazing, stone, fixtures, landscaping, and specialty finishes;
- Coordinate work to avoid rework and damage.

Any damage caused by a Contractor or Subcontractor shall be repaired or replaced at their sole expense to the satisfaction of the GC.

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## **8. DUST, NOISE & SITE CONTROL**

Trades shall minimize dust, noise, vibration, and disruption wherever possible.

Requirements include:

- Use of dust extraction systems and containment barriers;
- Proper ventilation during finishing operations;
- Controlled cutting areas where possible;
- Reasonable noise control practices;
- Respect for neighboring properties and occupied areas.

The GC may impose restrictions on noisy operations, delivery times, parking, or working hours.

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## **9. EFFICIENT WORK METHODS & COORDINATION**

All Contractors and Subcontractors shall:

- Coordinate work efficiently with other trades;
- Maintain adequate staffing and supervision;
- Avoid delays, disruptions, and rework;
- Work in a proactive and solution-oriented manner;
- Perform work continuously and diligently once commenced.
- Attend site meetings, coordination meetings, scheduling meetings, walkthroughs, and inspections as reasonably required by the GC Project Manager to coordinate work with the Owner, Architect, Consultants, Suppliers, and other trades;
- Cooperate fully with project scheduling and sequencing requirements.

Repeated inefficiency, poor coordination, failure to progress work, or excessive callbacks may constitute grounds for removal from the Project.

Trades are expected to review drawings and field conditions carefully prior to commencing work and promptly report discrepancies or conflicts.

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## **10. SITE ACCESS, SECURITY & CCTV MONITORING**

Access to the Project site is restricted to authorized personnel only.

All workers and visitors shall:

- Sign in and out if required;
- Follow site access procedures;
- Wear identification if requested;
- Keep gates, doors, and access points secured;
- Respect all security protocols and surveillance systems.

No unauthorized persons, family members, children, pets, or visitors shall be permitted onsite.

The Project site is monitored by active CCTV and video surveillance systems operating 24 hours per day. Video and audio recording may occur in all site areas for purposes including:

- Site security;

- Safety compliance;
- Quality control;
- Incident investigation;
- Theft and vandalism prevention;
- Documentation of construction activities.

By entering the Project site, all personnel acknowledge and consent to ongoing video surveillance and recording.

Tampering with, obstructing, disabling, or interfering with security systems or cameras is strictly prohibited and may result in immediate removal from the Project site and legal action.

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## **11. PARKING, DELIVERIES & NEIGHBOR RELATIONS**

All personnel shall:

- Park only in designated areas;
- Avoid blocking driveways, roads, or neighboring properties;
- Coordinate deliveries with the GC Project Manager;
- Respect neighborhood conditions and local regulations.

Idling of vehicles shall be minimized.

Trades shall conduct themselves in a manner that reflects positively on the Project, Owner, and GC at all times.

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## **12. ENFORCEMENT**

Compliance with these Site Conditions is mandatory.

Failure to comply may result in:

- Verbal or written warnings;
- Removal from the Project site;
- Back charges;
- Suspension of work;
- Termination of contract;
- Liability for resulting damages or delays.

Malvern Build LLC expressly reserves the right to recover from any Contractor, Subcontractor, Consultant, Supplier, or responsible party all direct and indirect costs, damages, losses, delays, administrative expenses, legal expenses, remediation costs, schedule impacts, and additional construction costs arising from:

- Non-performance or deficient performance;
- Failure to comply with these Site Conditions;
- Damage to the Project or adjacent work;
- Failure to complete contracted work;
- Delays caused to the Project schedule;
- Failure to coordinate with other trades;
- Safety violations;
- Improper cleanup or site protection;
- Breach of confidentiality or copyright obligations.

This includes, without limitation, costs incurred by Malvern Build LLC or other contractors, subcontractors, or third parties required to:

- Correct defective work;
- Complete unfinished work;
- Repair damaged work;
- Perform cleanup;
- Re-sequence or accelerate work;
- Mitigate delays or disruptions caused by the responsible party.

Such costs may be back charged, deducted from payments otherwise due, or pursued through legal remedies available under the contract or applicable law.

The GC reserves the right to amend or supplement these Site Conditions as required for the successful operation of the Project.

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## **ACKNOWLEDGEMENT**

By entering the Project site or performing work on the Project, all Contractors, Subcontractors, Consultants, Suppliers, Employees, and Visitors acknowledge that they have read, understood, and agreed to comply with these General Site Conditions.