

### ***Subcontractor's agreement***

This binding & contractual agreement for the provided terms is specifically written for and between:

	<b>Contractor:</b>	<b>Subcontractor:</b>
Business Name		
	The above-named party will be hereinafter called "Contractor".	The above-named party will be hereinafter called "Subcontractor".
Address		
City, State, Zip		
Phone		
Accepted By (Print Name)		
Accepted By (Sign)		
Accepted By (Title)		
Accepted By (Date)		

<b>Project:</b>		<b>Dates:</b>	
Project Name		Agreement Date	
Project Address		Project Start Date	
Project City, State, Zip		Completion Date	

<b>Total Contract Amount</b>	
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<b>Attachments</b>
<p><b>The following documents are attached and made part of this "Subcontractor's Agreement":</b></p> <ul style="list-style-type: none"> <li>-Scope of Work. The Scope of Work should specify the work that the subcontractor is responsible for, and whether the subcontractor needs to provide labor, materials, tools, and equipment to complete any or all of the scope of work items.</li> <li>-Subcontractor's W-9, on file</li> <li>-Subcontractor's certificate of insurance, on file</li> </ul>

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and the Contractor hereby agree as follows:

**Whether this order covers material and labor or just labor for the job, the following conditions must be complied with before WORK is started and must remain complied with through the conclusion of the WORK.**

**Insurance**

Before commencing the WORK, the Subcontractor is to furnish the Contractor with a certificate of insurance providing evidence that the subcontractor has the following minimum insurance:

<p><u>Workers Compensation &amp; Employers Liability:</u> \$500,000 Bodily Injury by accident \$500,000 Bodily Injury by disease as a limit \$500,000 Bodily Injury by disease each employee</p> <p><u>General Liability:</u> \$1,000,000 General Liability each occurrence limit \$2,000,000 General Aggregate limit \$1,000,000 Products &amp; Completed Operations limit \$1,000,000 Personal &amp; Advertising injury \$50,000 Fire Damage limit \$5,000 Medical Expense limit The general liability policy must name the contractor and the contractor's owners as an additional insured including both ongoing and completed operations.</p> <p><u>Certificate Holder:</u> Name the Contractor in the certificate holder section. Include the Contractor's address.</p> <p><u>Additionally:</u> The Subcontractor must be in compliance with all city, county, state and federal insurance requirements pertaining to the type of Subcontractor. In the event that insurance policies provided by the Subcontractor are cancelled at any time during the work performed, a 25% deduction will be made on all upcoming payments and a deduction of 25% of the total amounts previously paid will also be made.</p>
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**Payments**

1. Submitting Draw Requests or Invoices:
  - a. The subcontractor must submit all draw requests (or invoices) via email to the Contractor's project manager or to \_\_\_\_\_ . Draw requests (or invoices) will be approved provided that the subcontractor has satisfactorily completed 100% or provided 100% the labor and material items on the invoice/draw request and that any punch-list items given to the Subcontractor by the Contractor related to the items invoiced have been completed 100% at the time of submission.
2. Payment Terms:
  - a. Such draw requests (or invoices) are to be paid less retainage by the Contractor \_\_\_\_\_ days after receiving the draw request. Such draw requests (or invoices) must be sent on Monday before Noon (EST) to be considered for payment in \_\_\_\_\_ days. Such draw requests (or invoices) sent before that deadline will be paid \_\_\_\_\_ days after the following Monday.
3. Retainage:
  - a. A 10% Retainage will be held from every payment. Retainage is payable after the completed job has been inspected and approved by the property's owner.
4. Backcharges:
  - a. All equipment purchases made by the Contractor for the Subcontractor will be back charged. The Subcontractor will also be held responsible for and back charged for damaged or lost material if/when it can be determined to be due to negligence of the responsibility to return materials and supplies to storage area daily and keep can tops on open buckets.

**Professionalism**

Subcontractor warrants that all materials and equipment furnished for the Work will be new, as specified, and fit for the particular purpose for which the materials and equipment are used, that the Work will be free from defects, and that the Work will conform to the Subcontract Documents and manufacturer installation guidelines, for a period of one (1) year, unless a longer period is specified in the Subcontract Documents.

**Permits**

Subcontractor shall provide verification to the Contractor that any and all permits required in connection with the scope of work have been obtained. No payment will be released to subcontractor without permit confirmation

**Negligence**

To the full extent, the Subcontractor promises and agrees that it shall indemnify and hold harmless \_\_\_\_\_, Owner and their agents, employees, other independent contractors and indemnities from and against all claims, liabilities, damages, losses and expense, including, but not limited to attorney's' fees, arising out of or resulting from the performance of the WORK which are caused by or result from any negligent acts or omissions attributable solely to the Subcontractor, its agents and employees or anyone directly or indirectly employed by the Subcontractor or its subcontractors.

**Lien Releases**

Before ANY payment is made, including the final payment, the subcontractor is to furnish to the Contractor an affidavit (Lien Release) stating that all materials and labor produced by the subcontractor have been paid. Also upon receipt and deposit of each check, the Subcontractor agrees by acceptance of monies for the work that all lien rights for said portions of work have been forfeited and further agrees that they cannot pursue liens against the Contractor or the Contractor's customer and their property for work that was unpaid if the subcontractor failed to complete in its entirety this subcontractor agreement.

**Change Orders**

The Contractor may order changes in the Work consisting of additions, deletions or other revisions. Such changes in the Work shall be authorized by written Change Order signed by the Contractor and the Subcontractor. Adjustment in the Subcontractor's Agreement Contract Sum or Contract Time resulting from a change in work shall NOT be authorized except with written and signed Change Order.

**Time**

Time is of the essence. Therefore, Subcontractor shall begin the WORK upon the Contractor's order to do so, and perform the WORK diligently and promptly and in such order and sequence as the Contractor may direct, so as to achieve completion of the WORK not later than the "Completion Date" shown on page 1 of this Agreement. Otherwise, the Contractor may at its discretion, charge the Subcontractor liquidated damages in the amount of \$200.00 per day for every day past the completion date until all Work has been completed in accordance with this Subcontractor's Agreement. Lack of sufficient manpower will result in default by the Subcontractor and cause termination of the contract without payment for partially complete scopes of work.

**Non Solicitation**

It is agreed that the Subcontractor will not solicit business from any Property and/or Management Company, or provide information on or about the Property and/or Management Company, or its personnel, to any of the Contractor's competitors for (2) years after the completion of this contract agreement. Furthermore, by the acceptance of this agreement, the Subcontractor represents, agrees and understands that the Subcontractor or any of his employees will comply with the following: 1) not to work directly with the Contractor's customer except as directed by the Contractor, 2) not to work with any Subcontractor on the job site without permission of the Contractor, 3) not to work for any other Contractor other than \_\_\_\_\_ on the job without the permission of \_\_\_\_\_. It is further understood by acceptance that failure to comply with this agreement is ground for Criminal Liability.

**Government Regulations**

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1971, THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER NO. 11246 AS AMENDED BY THE EXECUTIVE ORDER NO. 11375. It is the Subcontractor's sole responsibility to comply with all safety laws, ordinances, rules, regulations, and orders of applicable public authorities, all right-to-know laws, and all OSHA Rules/Regulations for the state in which the work is being completed. The Subcontractor shall hold the Contractor harmless for any damages, including fines or penalties, suffered by the Contractor as a result of the Subcontractor's failure to comply with these provisions.

**Cleanliness**

The Subcontractor, at its own expense, shall keep the premises at all times free from waste materials, packaging and other debris accumulating in connection with the WORK and, at final inspection, clean and prepare the WORK for acceptance by the Contractor and the Owner of the Project. Subcontractor will be responsible for restoring all construction and/ or traffic areas to its original condition. Damaged areas such as landscaping, any rutting areas or worn lawn areas, and damaged paved areas shall be the sole responsibility of the Subcontractor. In the event that the subcontractor fails to provide adequate clean-up of trade related debris, the Contractor may provide clean-up for Subcontractor and deduct reasonable costs for clean-up from sums owed to subcontractor. A written warning for lack of performance or clean up will be given for the first time occurrence. Once a written warning has been issued, all future written reprimands will be cause for a \$100.00 fine for each reprimand.

### **Safety**

The Subcontractor shall at all times be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Subcontractor shall take all responsible precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees of subcontractor performing services on the property and other persons including but not limited to residents or tenants of the owner and their guests who may be affected.
2. The work and all materials and equipment used to complete the work.
3. And other property at the site of adjacent thereto.

The obligation of the subcontractor to protect shall include but is not limited to the duty to provide at its sole expense:

1. Suitable and sufficient protections from injury on ladders or from falling objects
2. Tarping or providing any required temporary dry-in protection
3. Maintaining on site, project specific safety directives, as well as conducting standard safety meetings.
4. Maintaining professional conduct and language while on the property of the named project. No persons will be allowed on the jobsite under the influence of drugs or alcohol. Any evidence or reasonable cause relative to the use of these substances will require immediate action by the subcontractor and removal from the premises.

The Subcontractor will be responsible for any and all damage or loss to any property including but not limited to building components, vehicles, personal property, and apartment property caused in whole or part by the negligent actions of the Subcontractor or anyone directly or indirectly employed by the subcontractor or anyone for whose acts any of them may be liable, and such damages or losses shall be remedied by the Subcontractor.

### **Handling Materials & Work**

Subcontractor will be responsible for delivery, receiving, storage, handling and staging of all trade related materials.

Subcontractor will hold harmless the Contractor, its customer, and the project property's owners for any damages, vandalism or theft of stored materials. The contractor will not be responsible to Subcontractor for any damage to Subcontractor's work, equipment, and/or supplies or destruction of Subcontractor's work, equipment, and/or supplies caused by a third party or an Act of God. Subcontractor shall be required to complete performance in accordance with this Agreement.

### **Defaults**

Should the Subcontractor at any time: (a) fail to supply labor, equipment, supervision and other things required of it in sufficient quantities and of sufficient quality to perform the WORK with the skill, conformity, promptness, and diligence required hereunder, (b) cause stoppage or delay or interference with the Project WORK, (c) become insolvent, (d) fail to complete the WORK by the completion date stated on page 1 of this Agreement, or (e) fail in the performance or observance of any of the covenants, conditions, or other terms of this Agreement, then in any such event, each of which shall constitute a default hereunder by the Subcontractor, the Contractor shall, after giving the Subcontractor notice of default and 48 hours within which to cure, have the right to remedy the default by whatever means the Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the WORK, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by the Subcontractor) and deducting the cost thereof (plus an allowance for administration burden equal to 25% of such cost) from any monies due or to become due to the Subcontractor hereunder, and recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by the Contractor by reason of or as a result of Subcontractor's default.

### **Disputes**

It is agreed that all disputes, claims, actions, litigation or other proceedings, questions, or matters arising out of or relating to this Agreement or the breach thereof, shall be decided by binding arbitration in the State in which the WORK was performed.

### **Taxes**

By the acceptance of this Agreement, the Subcontractor represents that he is an independent subcontractor and agrees to accept full and exclusive liability for the payment of any and all contributions or taxes, for unemployment insurance, old-age pensions or annuities and for the payment of all sales, contract, or material taxes now or hereafter imposed by any Federal or State Government authorities, which may be or become payable by reason of the WORK performed under the terms of the Agreement and the Subcontractor agrees to indemnify and save the Contractor and the Owner of this Project harmless against such liability.

Exhibit "A"  
- Scope of Work: