



SUB CONTRACTOR AGREEMENT

On this ____ day of _____, 20 ____, Boulia Construction and Restoration, Inc. (Contractor) and _____, (Subcontractor), HEREBY ENTER into the following Subcontract for work to be performed on behalf of the Contractor by Subcontractor at the Work Site(s) identified in this Agreement.

NOW THEREFORE Contractor and Subcontractor agree as follows:

1. Scope of Work:

2. Work Site Location (s): Multiple _____ Specific _____

3. Subcontractor shall be contracted as an independent contractor and shall provide and furnish all, labor, materials, tools, supplies, equipment, services, supervision, and administration necessary for the proper and complete performance and acceptance of the work as defined in the Scope of Work section of this agreement.

Compensation:

4. The Subcontractor shall issue an invoice for the work performed to the Contractor's satisfaction and Contractor agrees to pay it in 45 days, or when its customer pays, whichever occurs first, provided the Subcontractor turns in a properly signed and dated W-9 form and documentation showing the Subcontractor has proper general liability and workers' compensation insurance.

5. In the event the Subcontractor does not provide these required documents, Contractor will charge 28% for missing the W-9 form (IRS requirements), and 18% for insurance or the rate based upon the work being performed (e.g. Roofing is over 25%) in accordance with the National Council on Compensation Insurance.

6. Gross Hourly Rates of Pay: In situations where the Subcontractor is performing work and compensation is based upon the number of hours worked the following rates will be charged by the Subcontractor based upon job classification.

- a. _____
- b. _____
- c. _____

Safety and Cleanup:

7. During all phases of the performance of this Agreement, Subcontractor shall perform appropriate clean-up services to keep its work area, and the premises and surrounding area, free from the accumulation of waste and trash materials caused by Work Site operations, and shall leave the premises in a reasonably clean, swept or raked condition. If Subcontractor fails to adequately comply with said clean-up obligations, Contractor may perform the required clean-up by whatever method the Contractor may deem expedient, and may charge the Subcontractor for the reasonable costs of such clean-up. However, Subcontractor is not required to perform clean-up of, nor shall Subcontractor be held responsible for, unclean conditions caused by other persons or entities performing on the Work Site.

8. The Contractor makes no representation with respect to the physical conditions or safety of any Project Site. The Subcontractor or Sub-Subcontractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Subcontractor or Sub-Subcontractor, and Subcontractor or Sub-Subcontractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by Contractor during the progress of the Work.

Risk and Insurance

9. Work covered by this Subcontract Agreement done at the site of construction or in preparing or delivering materials or equipment to the site shall be at the risk of Subcontractor exclusively. Subcontractor shall, with respect to all work that

is covered by or incidental to this Subcontract Agreement, indemnify, directly defend and hold Contractor, and its agents and employees, harmless from and against all of the following to the fullest extent permitted by law:

- a. Any claim, liability, loss, damage, cost, expense, costs of defense including reasonable attorney's fees, awards, fines, or judgments, provided that said loss arises from death or bodily injury, illness, disease, or damage to or destruction of property, or other loss, damage or expense, including any of the same resulting from the alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive, by Subcontractor or its agents, employees, sub-subcontractors, or anyone else for whose acts Subcontractor may be liable.
 - b. Any claim, liability, loss, damage, cost, expense, costs of defense including reasonable attorney's fees, awards, fines, or judgments arising by reason of any obligation or indemnity which Contractor has to a purchaser of the completed dwelling(s) arising out of the work or operations of the Subcontractor, its agents, employees, sub-subcontractors, or anyone else for whose acts the Subcontractor may be liable.
 - c. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, and that both shall be given effect. However, Subcontractor shall not be obligated under this Subcontract Agreement to indemnify Contractor with respect to the joint negligence, sole negligence or willful misconduct of Contractor, its agents, employees, servants or subcontractors who are directly responsible to Contractor, excluding Subcontractor.
10. Subcontractor shall indemnify and hold Contractor harmless against all liability for claims and liens for labor performed or materials used or furnished to be used on the job, including any costs and expenses for attorney's fees and all incidental and consequential damages resulting to Contractor from such claims or liens. In the event that legal action or other proceeding is brought on such claim or lien, Subcontractor shall defend said suit at its own expense, and will pay and satisfy any such lien or judgment as may be established by the decision of the court, arbitrator, or other reviewing authority in said suit. Subcontractor may opt to litigate claim, provided that Subcontractor causes the effect of said lien or claim to be removed from the premises in advance. Subcontractor agrees that the effect of any such suit, claim, or lien shall be removed from the premises within ten (10) days after written demand from Contractor. Where Subcontractor fails to remove the effect of such suit, claim, or lien in spite of written Contractor request, Contractor may, at its sole option and discretion, use whatever means it deems expedient to cause said lien, suit, or claim to be removed or dismissed, and the cost thereof, together with any reasonable attorney's fees, shall become due and immediately payable by the Subcontractor to the Contractor.
11. Prior to commencing the Work, Subcontractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Purchase Order, insurance coverage required by the Contract Documents and this Subcontract. At a minimum, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to Contractor as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business and issue the requisite line of insurance in the state where the project is located.
12. This insurance will provide a defense and indemnify the Contractor, but only to the extent attributable to the negligence of the Subcontractor or any entity for which it is legally responsible or vicariously liable.
13. Proof of this insurance shall be provided to the Contractor before the Work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's Work, the Subcontractor shall require the other Sub-Subcontractors, prior to the commencement of the Work, to furnish evidence of equivalent insurance coverage that includes in all respects the same terms and conditions as set forth herein. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein.
14. In the event that the insurance company(ies) issuing the policy(ies) required by this Purchase Order Agreement deny coverage to the Owner, Contractor or the Subcontractor, the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify the Owner and Contractor at the Subcontractor's or Sub-Subcontractor's expense.
15. Commercial General Liability Insurance (BCR recommends and not limited to)
- a. \$500,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$2,000,000 General Aggregate per Project
 - b. \$1,000,000 Products & Completed Operations Aggregate
 - c. \$500,000 Personal and Advertising Injury Limit
 - d. Business or Commercial Automobile Liability Insurance
 - e. \$500,000 Combined Single Limit per accident
 - f. Workers' Compensation and Employers' Liability Insurance (at the limit chosen in the drop down box below)
 - g. \$500,000 Each Accident; \$500,000 Each Employee for Injury by Disease; \$500,000 Aggregate for Injury by Disease

- h. Excess or Umbrella Liability (to overlay Employer's Liability, Automobile Liability and Commercial General Liability coverages at the limit chosen in the drop down box below).
 - i. \$1,000,000 Occurrence /aggregate
 - j. The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds on the Business or Commercial Automobile Liability Policy and for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy. The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least three (1) years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later.
 - k. It is expressly understood by the parties to this Subcontract that it is the intent of the parties that any insurance obtained by the Contractor shall be deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, or any of their respective consultants, officers, agents, Sub-subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.
16. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella Liability and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

General:

- 17. The validity, interpretation, and performance of this Subcontract Agreement shall be governed by the laws of the jurisdiction where the Work Site is located.
- 18. This Subcontract Agreement shall only be amended or modified by written document executed by the Contractor and Subcontractor. This Subcontract Agreement supersedes all prior representations made by Contractor.
- 19. If any term or provision of this Subcontract Agreement is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of this Subcontract Agreement.
- 20. This Subcontract Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.
- 21. Any and all disputes or claims between the Contractor and the Subcontractor arising out of this Subcontract Agreement shall be resolved by binding arbitration according to the latest Construction Industry Arbitration Rules of the American Arbitration Association. In so agreeing the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same.
- 22. Should any legal action or proceedings between the Contractor or Subcontractor be required to enforce this Arbitration clause, or to recover damages for the breach thereof, the Subcontractor agrees to pay all court costs and attorney's fees for the Contractor and Subcontractor.
- 23. Where a purchase agreement for any completed (dwelling, building, project) which is the subject of Work in this Subcontract Agreement extends to the Contractor and purchaser, the right of arbitration to resolve disputes concerning work performed, the same rights, limitations, requirements and procedures concerning arbitration under the general contract shall be extended the Subcontractor. The Subcontractor agrees to accept and be bound by all the rights, obligations and responsibilities which the Contractor assumes towards the purchaser under the completed (dwelling, building, project) purchase agreement.
- 24. No assignment of this Subcontract Agreement by Subcontractor is permitted without prior written permission from the Contractor.

THIS SUBCONTRACT AGREEMENT IS ACKNOWLEDGED AND EXECUTED AS OF THE DATE SET FORTH ABOVE BY:

SUB CONTRACTOR

Boulia Construction and Restoration, Inc.
CONTRACTOR

Name / Title

William P. Boulia - President

DATE: _____

DATE: _____