

SUBCONTRACTOR AGREEMENT

We have provided this generic trade partner agreement for your use. If you have questions regarding specific sections or need to make material changes we encourage you to consult with your legal advisors.

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THIS TRADE PARTNERS AGREEMENT

("Agreement") is made and entered into this _____ day of _____, 20__ by and between

("Contractor") whose business address is set forth below and

("Subcontractor") whose address is set forth below for work to be performed. For the Contract Price and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and the Contractor hereby agree as follows:

- 1. Subcontract Price.** For each Project, Subcontractor shall be paid (the "Contract Price") for the Work performed by Subcontractor for each Project, which sum is the complete price, including, but not limited to, all, labor, rental of equipment, tools, permits, licenses, insurance, taxes, bonds, transportation, meals, lodging, overtime, profit, overhead, electric and water meters and supply lines.
- 2. Scope of Work.** The Subcontract shall furnish, at its own expense, all tools, machinery, equipment, labor, management, and Project supervision for each Project for the proper and timely completion of the agreed upon work ("the Work") described on the attachment to this Agreement which is incorporated by reference and made a part hereof.
- 3. Workmanship.** Subcontractor shall perform the Work in a thorough, efficient, professional and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment and materials.
- 4. Time of Commencement; Completion.** Subcontractor shall, unless otherwise advised in writing by Contractor, commence its Work on each Project as agreed and complete the Work, including final inspection by agents of governing authorities, within an agreed upon period ("Completion Date").
- 5. Independent Contractor.** Subcontractor is an independent contractor and not an agent or employee of Contractor.
- 6. Safety Program.** Subcontractor shall use fall protection for all work over 10 feet and maintain a safety program that meets OSHA requirements.

7. Insurance. The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

- A. Workers' Compensation** insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers' compensation or occupational disease laws. If the Subcontractor contracts with a Professional Employer Organization ("PEO"), the Subcontractor must have its own Workers Compensation policy covering any employees not covered by the PEO's insurance. The Subcontractor shall also obtain a minimum of \$1,000,000 of Employers' Liability insurance.
- B. Commercial General Liability** insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the Work, for claims for bodily injury (including death) and property damage resulting therefrom arising out of the services to be performed by the Subcontractor, in an amount not less than \$1,000,000 for any one occurrence, \$2,000,000 general aggregate (subject to a per project general aggregate provision), and \$2,000,000 Products/Completed Operations aggregate limit.
 - 1)** Such Commercial General Liability insurance shall include coverage for both ongoing and products/completed operations.
 - 2)** Contractor and its directors, officers, and employees shall be named as additional insureds on such Commercial General Liability policy (with the full extent of coverage and limits available to Subcontractor) regarding liability arising out of both ongoing operations and completed work performed under this Agreement. An example is ISO Form CG 20 37.
 - 3)** Such Commercial General Liability policy shall not include ISO Form CG 22 94 or its equivalent language (removing the subcontractor exception from the "Your Work" exclusion).
 - 4)** The "additional insured" insurance coverage provided by the Subcontractor for the Contractor shall be primary and non-contributory, as respects work on this project for Contractor, its directors, officers, and employees.
- C. Automobile Liability** insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, and caused by vehicles licensed for public road use used by the Subcontractor in an amount not less than: \$300,000 combined single limit. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment.
- D.** With respect to each Project, Subcontractor shall maintain general liability insurance which includes products completed operation coverage for a minimum of two (2) years following issuance of a certificate of occupancy for each such Project.

SUBCONTRACTOR AGREEMENT

- E.** Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor's insurance.
- F.** All certificates of insurance must be provided by Subcontractor to Contractor prior to Subcontractor work begins.
- G.** The Subcontractor, in its agreements with subcontractors, shall require its sub-subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements prescribed by this Section.
- H.** The Subcontractor hereby waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act.
- I.** Subcontractor shall require its insurer to notify Contractor thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies.
- J.** To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses shall be assumed by the Subcontractor.
- K.** Insurance shall be placed with insurers with an A.M. Best rating of not less than A-.
- 8. Termination of Agreement.** Contractor may also terminate this Agreement and dismiss Subcontractor from the job site at any time, in Contractor's sole discretion, without cause, by providing Subcontractor with written notice of such termination.
- 9. Indemnification for Subcontractor's Actions.** To the extent permitted by law, Subcontractor shall indemnify, defend and

hold the Contractor and its shareholders, directors, officers, employees, and agents harmless against all losses, claims, fines, penalties, and/or costs incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any and all of them may incur as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), which arise out of or are in any way connected with: (i) the performance of the Subcontractor Agreement; (ii) the negligent acts or omissions of Subcontractor, Subcontractor's employees, agents and contractors; (iii) Subcontractor's breach of this Agreement; or (iv) or Subcontractor's failure to comply with applicable laws, ordinances, and regulations.

- 10. Venue.** The exclusive venue relating to this Agreement shall be in the State where each Project is located. Any claim and/or cause of action between the Parties shall only be initiated and maintained in this exclusive venue.
- 11. Severability.** Should any part or parts of this Agreement be invalid, it is mutually agreed that such parts or part of this Agreement shall not invalidate the remaining part or parts thereof.
- 12. Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- 13. Entire Agreement.** This Agreement has been fully negotiated between the parties at arm's length and neither party has been coerced to execute it. This Agreement constitutes the entire agreement between the parties relating to the Work and supersedes any prior agreements, whether written or oral, that may exist between the parties. This Agreement may be amended only by a written instrument signed by each party.

SUBCONTRACTOR

Company: _____
By: _____
Title: _____
Date: _____
Address: _____

CONTRACTOR

Company: _____
by: _____
Title: _____
Date: _____
Address: _____
