

SUBCONTRACTOR AGREEMENT

This agreement (“Agreement”) is entered into as of this _____ day of _____
20_____, between **All Disaster Services** (“Contractor”) and _____
_____ (“Subcontractor”).

WITNESSETH

WHEREAS, Subcontractor desires to perform work and/or services as a Subcontractor for the Contractor.

WHEREAS, Contractor desires to obtain the services of Subcontractor to perform specific work on a particular project, named in a separate WORK ORDER.

NOW, THEREFORE, in consideration of the forgoing premise, and their mutual agreements set forth herein, the parties hereto agree to agree as follows:

1. **PROJECT.** The Subcontractor agrees to furnish all materials, equipment and labor needed to complete the project in accordance, but not limited to the specifications of the WORK ORDER for each project.
2. **INSURANCE.** Prior to the start of Subcontractors work, the subcontractor shall obtain and maintain in full effect and provide Contractor WRITTEN EVIDENCE of all insurance including Worker’s Compensation Insurance, Employer’s Liability Insurance, and Comprehensive General Insurance. Furthermore, all insurance policies should name Contractor (**All Disaster Services**) as an additional insured and/or loss payee. Liability insurance limits should be carried at no less than \$300,000 per occurrence and \$1,000,000 in the aggregate.
3. **TAXES, LICENSES AND PERMITS.** The Subcontractor agrees to pay all taxes incidental to the business including, but not limited to sales taxes and payroll related taxes as required by the United States government, the government of the State of Ohio, and local city and county jurisdictions. Subcontractor shall also obtain and maintain in good standing a contractor’s license, where applicable, and provide Contractor WRITTEN EVIDENCE of such license. Subcontractor will also obtain permits as required by the local building code in the project city and provide Contractor WRITTEN EVIDENCE of such permits. Contractor will secure a General Building Permit. Subcontractor will be responsible to secure a separate permit (electrical, plumbing, HVAC), where applicable, as required by the locality of the project. All work performed by Subcontractor shall be up to the building code applicable to the project.
4. **SAFETY AND WELLNESS.** The Subcontractor agrees that he and/or his employees are properly trained and will abide by OSHA, EPA, STATE, LOCAL,

and other health and safety regulations appropriate for your work, trade, or company's reason of business.

In the event that you are not trained or up to date with certifications, you are to notify Contractor immediately, so that Contractor can make the necessary concessions to help you, or find a replacement. In addition, you agree to sign a separate SAFETY AND WELLNESS AFFIDAVIT acknowledging the above.

5. TIME. The subcontractor agrees to perform the work in accordance with the schedule provided by the Contractor. The schedule shall be that the project will start on the date specified on the WORK ORDER and be completed to the satisfaction of the customer and Contractor by a date also specified on the WORK ORDER. The Subcontractor agrees to reduce the contract price by an agreed dollar for each day the project is not completed beyond the completion date specified on the WORK ORDER.
6. SCOPE AND RESPONSIBILITY. Subcontractor will NOT be paid for additional work or changes under this contract unless approved and authorized in writing by Contractor or its agent prior to the work being performed or the change being made. The Subcontractor will be held responsible only for its installation and not for any pre-existing structural defects of the building. **Subcontractor is responsible for keeping the project site clean and for removing all debris resulting from their direct work from the project site.** Failure to comply will result in the Contractor having such work done at the cost of the Subcontractor and/or fine being issued to the Subcontractor.
7. GUARANTEE. The Subcontractor will guarantee its goods and services against defects of materials and work performed for a period of One (1) year after the date indicated on the Certification of Completion. Subcontractor further agrees to make any necessary corrections, repairs or replacements, at its own expense, within Five (5) days of notice from the Contractor or its agent.
8. ASSIGNMENT. This contract may not be assigned by the Subcontractor, under any circumstances, without prior written approval of the Contractor or its agent.
9. RETAINAGE, DRAWS AND PAYMENTS. At the discretion of the contractor, a ten percent (10%) retainage will be withheld from all payments. The Contractor agrees to pay the Subcontractor percentage draws in not less than 20% increments, if needed. Other arrangements will be considered at the sole discretion of the Contractor. In any case, final payment to the Subcontractor will not precede Contractor's final payment and total payments to Subcontractor will not exceed total payment to Contractor. Subcontractor will execute an Unconditional Waiver of Mechanics Lien upon receipt of any payment made in accordance with this agreement.
10. INDEMNIFICATION. Subcontractor shall indemnify, hold harmless and defend Contractor, its officers, directors, shareholders, employees, agents, and successors and assigns of and from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, liabilities, accounts, expenses, losses, damages, claims, and demands whatsoever, in law or in equity, which may be alleged,

claimed, brought and/or prosecuted by any person or entity, against Contractor in any way related to, arising out of, and/or incident to Subcontractor's performance of subcontract work for the Contractor. The indemnity, hold harmless and defense provisions herein shall include all out of pocket expenses of the Contractor including related attorney fees.

11. ARBITRATION Any dispute between the Subcontractor and Contractor regarding the terms or conditions of this agreement shall be submitted to binding arbitration. The demand for arbitration shall be filed in writing by the party demanding it with the other party. The arbitrator shall be chosen from a list of six "qualified" individuals provided by the American Arbitration Association of certified arbitrators. To be qualified the individual must have at least five years experience in the construction industry as either an attorney or contractor. Each party will rate the individuals 1 through 6 (with "1" being the preferred individual) and the individual with the lowest rating shall be selected. The parties shall choose an arbitrator within 30 days after demanding arbitration. Any dispute regarding the choice of the arbitrator shall be decided by the probate judge of Summit County. The decision of the arbitrator shall be binding on any court having jurisdiction. Each party shall pay one-half of the expense of the arbitration unless otherwise decided by the arbitrator. Each party shall have a limited right of discovery of any documents related to this Agreement and to depose any witness for not more than one hour. All discovery shall take place within 30 days after the arbitrator is assigned. The arbitrator shall make all discovery decisions.

12. MISCELLANEOUS.

- a. In the event of enforcement of this agreement by Contractor, Subcontractor agrees to pay for all costs incurred by Contractor, including, but not limited to, actual attorney fees.
- b. Failure to comply with any provisions of the Subcontractor Safety Affidavit may result in the termination of this agreement.
- c. This agreement sets forth the entire understanding of the parties hereto regarding the subject matter hereof.

In witness hereof, the undersigned declare to have executed this agreement the day and date written above.

SUBCONTRACTOR

CONTRACTOR

COMPANY _____

ALL DISASTER SERVICES

By _____

By _____

Date _____

Date _____