



Subcontractor Agreement

<i>Subcontractor:</i>	
<i>Date:</i>	
<i>Trade Classification:</i>	
<i>Business Address:</i>	
<i>Phone Number:</i>	
<i>FEID # or SS #:</i>	
<i>Contact Name:</i>	

1. PURPOSE: *The purpose of this agreement is to establish the obligations of Rebuilding Together Tampa Bay, hereinafter known as the Contractor, and the Subcontractor as shown above, with regard to all work contracted effective _____ until termination of subcontractor agreement. This agreement shall supersede any agreements made or implied in any estimate, proposal, or invoice submitted to the Contractor. The Subcontractor acknowledges that the Contractor is free to contract with any other person or persons for the performance of work for the Contractor's company which is same or like the scope of work performed by the Subcontractor.*

2. STATUS: *The Contractor and Subcontractor agree that the Subcontractor is being hired solely as an Independent Contractor and that neither the Subcontractor, nor his employees shall be deemed to be employees of the Contractor. The Subcontractor shall furnish all labor, materials, permit(s), supervision, tools, equipment, scaffolding, shop drawings, samples and any other items necessary for the completion of work and the safety of Subcontractor's employees.*

3. COMPLIANCE: *All work of the Subcontractor will be performed in a good and workmanlike manner in accordance with the plans and specifications for each job and must comply with all Federal and State laws, codes and regulations and all county and/or municipal ordinances and regulations effective where the work is to be performed under this contract. All permits, fees, taxes and expenses connected with such compliance are to be paid by the Subcontractor. Work performed by the Subcontractors shall not be considered complete until approved upon final inspection by the Contractor and/or inspectors having jurisdiction.*

4. WARRANTY: *The Subcontractor warrants against defects in the original material and workmanship for a minimum of one (1) year from the date of delivery of the project by the Contractor to the customer. Subcontractor agrees to make all repairs and correct any defects under its warranty within three (3) days after notice from Contractor, unless Contractor, in its sole discretion, shall determine that an emergency exists. The Subcontractor shall also be liable its warranty for any loss or damage to other property or work resulting from defective labor, service or with materials which it provides. The Subcontractor shall furnish the Contractor with*

all manufacturer and dealer user information, brochures, and warranties and guarantees on appliances, equipment, and materials and shall furnish all certificates required by state government bodies or agencies.

6. LABOR AND MATERIALS LIABILITY: *The Subcontractor shall be responsible to protect, from damage, his own materials and labor, the materials and labor of others that may be affected by his work and the materials supplied for him/her by others for his installation, and shall be responsible for repairing or replacing damage done by him/her or others from lack of proper protection. All usable materials are to be stored in an orderly way that protects them from wind, moisture and provides general site safety. Subcontractor promptly notifies Builder of any defects in any materials supplied by the Contractor.*

7. Scope of Work: *The subcontractor shall not do any work unless listed on the Scope of Work provided by RTTB. The Subcontractor may not make any side arrangements with the client while completing work listed on the Scope provided by RTTB. No additional work may be completed unless a change order is completed via subcontractor and RTTB team member.*

8. CLEAN-UP: *Subcontractor agrees to clean up all debris, trash, and refuse generated by his own trade at the end of each day, and shall clean all walls, floors and other finished surfaces soiled as a result of his/her trade. Subcontractor further agrees to deposit into trash bin or haul away all boxes, crates, or containers that may have been used by to bring materials or fixtures to the job site. Subcontractor agrees to leave the job broom clean for the next trade. In the event Subcontractor fails to comply with the above after receiving the proper notice of the problem and the opportunity to correct it, Contractor may back charge Subcontractor for the cost of the debris removal and clean up. The Subcontractor should report to the Contractor if the job has not been cleaned within acceptable practices by the prior Subcontractor.*

9. HOLD HARMLESS: *Subcontractor agrees to indemnify and hold harmless Contractor, and agents, officers, employees, invitees, and other subcontractors of Contractor, from any and all claims, losses, costs, damages or expenses, (including, but not limited to, attorney's fees) resulting or arising or alleged to arise from any and all injuries or death of any person or damage to any property by any act, omission or neglect of Subcontractor or Subcontractor's officers, employees, agents, invitees, subcontractors, or guests, which occurs during the term of the Agreement. Subcontractor agrees to use and utilize the construction site at his own risks, and Subcontractor hereby releases Contractor and agents, officers, employees, invites, and other subcontractors of Rebuilding Together Tampa Bay from any and all claims and from any damages or injury to the full extent permitted by law, so that the contractor shall not be liable to Subcontractor in any manner. Subcontractor additionally hereby waives any and all claims against Contractor agents, directors, officers, employees, for any damages and/or theft of property, death or injury to persons from any cause; including, but not limited to acts of other*

contractors, vandalism, loss of trade secrets or confidential information, any damage loss or injury caused by the construction site or construction facilities or any part thereof.

10. SCHEDULING: *The Subcontractor agrees to promptly begin work as soon as notified by the Contractor and to complete the work in a professional and workmanlike manner within a reasonable period of time once the work is commenced and in any event by the deadlines established by the Contractor in writing. It is the responsibility of the Subcontractor to communicate with the Contractor if the work cannot be completed in a timely manner. Subcontractor shall cooperate with other trades who are also on the jobsite so that each reasonably may complete their respective work within the required time frames and Subcontractor shall in any event complete Subcontractor's work within a time that will allow other trade whose work depends on the completion of Subcontractor's to also timely complete its work. At all times, Subcontractor shall provide competent supervision, a sufficient number of skilled workers and adequate and proper materials to maintain Contractors work schedule. Subcontractor warrants to Contractor that he has all the proper and necessary licenses and permits to perform the services contracted by the Contractor. If Contractor determines that Subcontractor's work does not conform to the provisions of the Drawings and Specifications, or that the work is not of appropriate quality. Contractor shall advise Subcontractor, and if Subcontractor does not correct such defects or errors on Contractor's time table, Contractor shall have the right to correct the defects and to charge back the Subcontractor the cost of such corrections.*

11. CHANGE ORDERS: *No deviations from the work specified in the contract or plans will be permitted or paid for unless a written extra work or change order is first agreed upon and signed as required. Subcontractor shall understand that no employee of the Contractor other than the Qualifying Agent is authorized to verbally request work to be performed without a purchase order.*

12. LIENS: *Subcontractor shall furnish all partial and final lien waivers (waivers refer to the instruments executed by reason of payment or waiver of payment) and release and sworn statements under the Florida State Mechanic's Lien Law, for Subcontractor and for all Subcontractor's material men and suppliers in a form satisfactory and acceptable to Contractor as a condition precedent to partial and final payments to Subcontractor.*

13. TERMINATION: *If Subcontractor shall default in the performance of any of his duties or obligations hereunder, and such default shall continue after verbal or written notice, Contractor may immediately terminate this Agreement. Subcontractor shall be due only such sums for approved work up until termination and shall furnish lien waivers to Contractor upon termination and payment.*

14. PAYMENT: Contractor shall provide stated time frames for Subcontractor to submit invoices for the work performed. Invoices not received by the stated time will be processed and paid in the next pay period. Invoices in question will be held in their entirety until the disputed charge is resolved. Payment for a disputed charge may be held from the Subcontractor's total payment regardless of the specific project in dispute. All invoices are paid a minimum of net 30 days from invoice date and upon approval from Contractor. Receipt by Contractor of payment from Owner or funding agency is a condition precedent to Contractor's obligation to pay Subcontractor.

15. INSURANCE: Subcontractors shall provide Contractor at the time of the signing of this agreement with a Certificate of Insurance, showing the following insurance during the period of the contract and to provide evidence of such insurance when requested. Subcontractor agrees to inform Contractor immediately in the event of any changes in coverage, including without limitation cancellations, non-renewal or limitations of coverage.

A. Commercial General Liability

\$500,000 Combined single limit each occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

B. Worker's Compensation Insurance

Covering all persons performing work at the Contractor's job sites including, but not limited to any principles or officers of the Subcontractor, employees of the Subcontractors and subcontractors of the subcontractor.

Acceptable forms of coverage/exemption:

1. Current Certificate of Worker's Compensation Insurance.
2. If Worker's Compensation is through an employee leasing company, a notarized affidavit from the Subcontractor stating that no other employees than those included as being covered through the leasing company will be allowed at the job site.
3. Workers Compensation exemptions will be accepted only when accompanied by a notarized affidavit stating that the exempt person will be the only employee, agent, or worker from the Subcontractor allowed at the job site.

16. TAXES: The Subcontractor shall be solely responsible for payment of all income, withholding, social security, unemployment and other taxes imposed by state and federal law in connection with wages which it pays or persons it employs.

17. SAFETY: Subcontractor agrees to exercise all precautions necessary to prevent accidents to him/her and all others. If applicable Subcontractor shall supply at his/her own expense all

protective eye wear, ear protection, head protection, etc. to his/her workers. The Subcontractor will at his own expense comply with all specific health and safety requirements of the Federal Occupational Safety and Health Act, namely 29 CFR 1926, and any other applicable authority. The Subcontractor also agrees to defend at his own expense and be responsible for penalties of any nature assessed by such agencies for non-compliance by himself or his employees or agents. Subcontractor agrees that he/she and all employees have undergone proper safety training and have been properly trained and educated with regard to any hazardous material used in conjunction with the trade as required by the State and Federal law or as mutually agreed to by both parties. Any hazardous materials, containers, or waste shall not be left on the job by the Subcontractor and shall be removed from the job site and disposed of properly at the Subcontractor's own expense. The Subcontractor all agrees that all employees are trained on equipment they may use on the jobsite for the safety of themselves and the safety of others.

17. CONDUCT: *Subcontractor agrees that he/she, employees, and agents of the Subcontractor shall always conduct themselves in a professional manner. Subcontractor further agrees himself/herself; employees and agents shall not use or be under the influence of alcoholic beverages or drugs on the job site.*

18. NON-COMPETE/DISCLOSURE: *Subcontractors may not directly contact nor contract for additional work the Contractor's customer with-out written consent from the Contractor within (1) year of project completion. The Subcontractor must disclose in writing to the Contractor's management any act of Kindness bestowed upon any of the Contractor's employee or clients.*

It is hereby agreed that should any dispute arise respecting the provisions of this Agreement or of the true meaning of the drawings or specifications it shall be decided by binding arbitration and said arbitration shall be the sole remedy for dispute resolutions. Such arbitration shall be three disinterested parties, one of which arbitrator shall be selected by Subcontractor, one by the Contractor and the third shall be selected by the two arbitrators so chosen. The decision of a majority of said arbitrators shall be binding, final and conclusive upon the parties hereto. The expense of such arbitration is to be borne equally by Contractor and Subcontractor.

IN WITNESSED WHEREOF, the parties gave executed this Agreement as of the day and year above written;

By: _____ By: _____
(Subcontractor) (Contractor)

Title: _____ Title: _____

Date: _____ Date: _____