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## SUBCONTRACTOR AGREEMENT

This agreement is between *Claypool Knob Development, LLC* (dba *CKD Construction*) and the below named contractor for the project, also named below:

### Subcontractor Information

\_\_\_\_\_  
Company or individual name

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

### Project Information

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Owner

1. Subcontractor shall attach a written proposal/quote to this contract. This quote should spell out all services provided by Subcontractor including, but not limited to:

- Materials provided by Subcontractor
- Services provided
- Warranty information

2. Subcontractor shall obtain all necessary licenses and permits and shall carry worker's compensation insurance, commercial general liability insurance, property damage insurance and all other insurance required by applicable federal, state and local governments.

3. Subcontractor shall pay all sales, payroll, worker's compensation, unemployment insurance and all other taxes upon the material and labor furnished under this contract, as required by federal, state and local government.

4. All federal and state OSHA regulations, as well as all federal EPA and state EPPC regulations, will be enforced on this jobsite. Any additional cost for training, equipment or materials necessary to ensure Subcontractor's compliance with these regulations shall be borne solely by the Subcontractor. Subcontractor shall indemnify and hold *Claypool Knob Development, LLC* harmless should any loss, damage, fine, penalty or other monetary loss as a

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result of the violation of these or any other federal state regulations by Subcontractor or Subcontractor's employees or agents.

5. No extra work or changes under this contract will be authorized or paid for, unless agreed to in writing before the work is begun or the changes made. Change orders must be completed and signed prior to any and all work that falls outside the original contract or price. Any work performed outside of original contract may not be paid. It will only be paid at the discretion of the contactor and owner.

6. This contract shall not be re-assigned by the subcontractor without first obtaining permission in writing from *Claypool Knob Development, LLC*.

7. Smoking is prohibited in any unit where drywall has been finished.

8. Subcontractor is responsible for leaving the site broom clean and all trash shall be removed inside and out. Any clean up performed by *Claypool Knob Development, LLC* as a result of a subcontractor's negligence shall be billed to the subcontractor at a rate of \$65.00 per hour. These charges will be held out of the subcontractor's next bill.

9. Subcontractor shall require all individuals within Subcontractor's control remove their shoes and/or wear shoe covers while working on jobs where floors are finished.

10. Subcontractor agrees to defend, indemnify and hold *Claypool Knob Development, LLC* harmless and, if requested by *Claypool Knob Development, LLC*, the Owner, their consultants, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorneys' fees and litigation expenses, for or on account of injury to or death of persons, including subcontractor's employees, or damage to or destruction of property, or any bond obtained for the same, arising out of or resulting from any act or omission, or alleged act or omission, of Subcontractor, its employees or agents, whether caused in part by a party indemnified hereunder.

11. Subcontractor shall provide a Certificate of Insurance prior to starting work and before any payments are received. *Claypool Knob Development, LLC* shall be added Additional Insured on each of Subcontractor's General Liability policies on the appropriate forms providing premises/operations and completed operations coverage, verified by a Certificate of Insurance and receipt of the Additional Insured form. Limits on the Subcontractor's General Liability for Premises/Operations and Product/Completed Operations shall be equal to or greater than \$500,000.00.

12. Subcontractor shall maintain the Products and Completed Operations Liability Coverage in force until expiration of the applicable statute of limitation relating to latent defects in construction or, improvements to, real property.

13. Subcontractor shall employ only United States citizens and aliens who are authorized to work in the United States and shall not unlawfully discriminate on the bases of citizenship or national origin. Subcontractor acknowledges and agrees that in compliance with the Immigration

Reform and Control Act of 1986, each new employee of Subcontractor, as a condition of employment, must complete the Employee Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

14. Subcontractor shall be responsible for warranty of workmanship for a period of one year.

15. Subcontractor shall be responsible for any and all products purchased during the course of work. Any problems arising as a result of products used by subcontractor shall be responsibility of the subcontractor. Errors in installation of products shall be sole responsibility of subcontractor. This includes any and all legal fees that may be associated with such problem. Deviations from the manufacture's guidelines or installation manuals are solely the responsibility of the subcontractor.

**16. All bills will be due to Claypool Knob Development, LLC on or before the 30<sup>th</sup> of each month. Payments will be made on the 10<sup>th</sup> of the following month.**

*Claypool Knob Development, LLC* and the subcontractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement.

***Subcontractor***

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Name	Title	Date
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***Claypool Knob Development, LLC***

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By:	Title	Date
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*Revised: March 31, 2015*