

## Master SubContractor Agreement

This Master Sub-Contractor Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_

By and between \_\_\_\_\_, Contractor,

and \_\_\_\_\_, SubContractor on the following terms and conditions.

1. Contractor wishes to utilize the services of the Sub-Contractor to provide services to Contractor. Based upon the nature of the services provided By the Sub-Contractor, it is anticipated that it will be impractical to enter into a separate agreement for services each time Contractor desires to use Sub-Contractor.
2. Contractor requires that Sub-Contractor meet certain terms and conditions before Contractor uses Sub-Contractors services. These terms and conditions are set forth in this agreement.
3. In order to expedite the use of Sub-Contractor services each time they are needed, the parties agree to enter into and comply with this Master Agreement prior to any actual services being performed. It is the intent of the parties that these terms and conditions are referenced in any purchase order, subsequent contract memo, etc, during the term of this contract.
4. This Master Agreement shall be in full force and effect from the date of signing unless cancelled in writing by either party with thirty days notice. The cancellation of this agreement shall not negate any term or condition such as the indemnity, or insurance requirements.
5. Entering into this Master Agreement shall not obligate either Contractor or Sub-Contractor to agree to any subsequent request for services or to any volume of business during the term of the policy. The intent is that if any services are agreed to by both parties during the term of this agreement, the terms and conditions of this Master Agreement shall apply. If any terms and conditions on any preprinted written form from Contractor conflicts with this Master Agreement, the terms of this Master Agreement apply and supersede any other terms to the contrary.
6. Sub-Contractor acknowledges that the only means by which any Contractor employee or agent is authorized to procure services is in writing (purchase order contract, memo, etc.). Any oral request is expressly not authorized by Contractor's corporate officers and Sub-Contractor may not rely upon any representation by any Contractor employee or agent to the contrary.
7. No Request for payment by any Sub-Contractor will be approved by Contractor unless all terms and conditions of this Master Agreement are fulfilled.

### 8. Indemnifications And Insurance

8.1 The work performed by the Sub-Contractor shall be at the risk of the Sub-Contractor exclusively. To the fullest extent permitted by law, Sub-Contractor shall indemnify, defend (at Sub-Contractors sole expense) and **hold harmless** Contractor, the Owner (if different from Contractor), affiliated companies of Contractor, their partners, joint ventures, representatives, members, designees, officers, directors,

shareholders, employees, agents, successors, and assigns (“Indemnified Parties”) from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigations and repair costs, attorneys fees and costs, and consultants' fees and costs) (“Claims”) which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or it's agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Sub-Contractor, it's employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Sub-Contractor shall not be obligated to indemnify and defend Contractor or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Sub-Contractors indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the indemnified Parties for such matters are fully and finally barred by applicable Laws.

8.2 Upon execution of this Master Agreement, and prior to Sub-Contractor commencing (in the broadest possible sense of the word) any work or services, the Sub-Contractor shall carry general liability insurance and the Sub-Contractor shall provide Contractor with a certificate of Insurance naming Contractor as an additional insured hereunder, including completed operations. The coverage provided by the Sub-Contractors general liability policy shall not be less than \$1,000,000 per occurrence for operations, completed operations, products liability and contractual liability, \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate. Sub-Contractor shall also carry and provide proof of statutory workers' compensation and Employers Liability with limits of \$100,000/\$500,000/\$100,000 or if you are a sole proprietor without employees then you may sign a workers compensation waiver.

8.3 The insurance coverage required under paragraph 8.2 shall be of sufficient type, scope, and duration to ensure coverage of the Sub-Contractor and Contractor for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor in relation to the Project.

8.4 Prior to the expiration, cancellation or termination, the Sub-Contractor will provide the Contractor with a new additional insured endorsement naming the Contractor as an additional named insured with a copy of the endorsement attached.

## **9. Safety Standards**

Sub-Contractor agrees that the Sub-Contractor and all employees of the Sub-Contractor are required to fully comply with and implement all government laws (OSHA) pertaining to safety standards. Sub-Contractor agrees that any fines, assessments or penalties imposed upon the Contractor by failure of the Sub-Contractor of his employees to comply with government standards will be fully charged back and paid for by the Sub-Contractor.

**10. Cancellation**

Contractor reserves the right to cancel this Master Agreement in whole or in part if Sub-Contractor breaches this contract by failing to provided necessary services in a timely and workmanlike manner and does not correct such failure within ten days of receiving written notice from Contractor specifying such failure or if Sub-Contractor in any other respect repudiates or otherwise breaches the terms hereof, including the warranties of Sub-Contractor.

Name \_\_\_\_\_

Date \_\_\_\_\_

Sub Contractor, DBA: \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Contractor, DBA: \_\_\_\_\_