

Subcontractor Agreement

This Subcontractor Agreement, effective as of _____/20____ is entered into by All South Restoration, Inc. (hereafter ASR) and _____ (Subcontractor). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Services.** In connection with ASR's performance of certain services related to mitigation, remediation, abatement, repairs, and/or remodeling, Subcontractor hereby agrees to perform the services set forth by ASR. No services shall be performed outside of the scope without the approval of ASR. Upon awarding work to Subcontractor a specific scope of work, compensation, payment terms, and invoicing requirements will be outlined. Subcontractor may not subcontract the performance of the services without the written approval of ASR.
2. **Fees / Payment.** ASR shall pay Subcontractor for the performance of the services as directed. Subcontractor shall provide an invoice for services rendered. Depending on the specific customer work is performed for; payments shall be made within 10 days from receipt of invoice. No payment shall be made prior to the satisfactory completion of Subcontractor's work as verified by either ASR Project Manager or customer's written letter of satisfaction.
 - a. All invoices, statements, material receipts, and service logs (if required) must be delivered to ASR via email to admin@allsouthinc.com. Mailed and faxed documents will NOT be accepted.
 - b. Invoices will include: Subcontractor name and billing address; invoice date; invoice number; and billing contact phone number. Invoices will line item detail: service location (which MUST include job name and service address), service date, and detailed explanation of services performed. Invoice will be in the format of only one job or property per invoice. Invoices not containing this information will be rejected until all information is provided.
3. **Performance.** Subcontractor shall perform the services in a professional and workmanlike manner in accordance with industry standards by duly trained and qualified personnel. Subcontractor will maintain compliance with all applicable laws, rules and regulations, including, without limitation, all employment, workers compensation and safety rules. Time is of the essence regarding the rendering of services. Subcontractor shall provide the services in the time frames requested by ASR. Subcontractor will immediately notify ASR of any condition or instance that will delay work, however such delay will not excuse subcontractors obligation to perform services in the time frame requested. Subcontractor shall furnish, at subcontractors sole expense, all labor, materials, equipment, and supervision necessary to perform services, unless otherwise provided by ASR. The services to be performed by subcontractor are to be performed at subcontractor's risk and as between the parties subcontractor assumes all responsibility for any damages or injuries that may result from performance of services.
 - a. Subcontractor is engaged as an independent contractor and not an employee of ASR and will provide the necessary labor, tools, equipment, materials, insurance, and all other related expenses to perform services. This agreement does not constitute and is not intended to establish subcontractor as an employee, agent, joint venture, or representative of ASR.
 - b. Subcontractor specifically agrees that he or she is or will become, prior to the start of the work under this agreement, an independent contractor and an employing unit subject as an employer to all applicable unemployment compensation statutes so as to relieve Contractor of any responsibility of liability for ASR's Subcontractor's employees as employees of Contractor for the purposes of keeping records, making reports and payment of unemployment compensation taxes or contributions. Subcontractor is responsible for payment to his employees and any required withholdings and overtime pay as required by law.

- c. Due to the nature of services provided, some services may be in response to an emergency or inclement weather. Subcontractor must be available by phone during these times.
 - d. Subcontractor's Code of Conduct (document attached) must be followed at all times.
4. **Indemnification.** Subcontractor assumes entire responsibility and liability for any and all damage and injury of any kind or nature whatsoever to all persons, whether employees or otherwise, and to all property growing out of, or resulting from the labor or material or both, used in the performance of this Subcontractor Agreement or occurring in connection with this Subcontractor Agreement, and liabilities caused by delay of work by Subcontractor, and agrees to indemnify and save harmless ASR and Owner and their agents, servants and employees from and against any and all loss, expense, including legal fees and disbursements, damage or injury growing out of, or resulting there from, or occurring in connection therewith.
 5. **Limitation of Liability.** In no event shall the liability of ASR to subcontractor for this agreement, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of the performance, non-performance, or breach of this agreement exceed the total compensation paid by ASR. Furthermore, in no event shall ASR be liable for any indirect, special, incidental, exemplary, punitive, consequential or similar damages.
 6. **Cancellation / Termination.** The terms of this agreement shall commence on the date of this agreement and shall continue until the conclusion of the services. Either party may cancel / terminate this agreement with 30 days written notice. If Subcontractor does not continue to perform services during the 30 day notice period, ASR reserves the right to withhold payment owed in the amount of costs incurred to obtain an alternate subcontractor to the extent of the 30 day period.
 7. **Insurance Requirements.** On an annual basis, Subcontractor shall, at its sole expense and for the entire term of the Subcontractor Agreement, provide proof of insurance to ASR as specified below. **A sample copy of the Acord Certificate is attached** and should be provided, by Subcontractor, to Subcontractor's insurance carrier for required limits and wording ...please contact our office for specific questions.
 - a. **Commercial General Liability (CGL) Insurance** including, Premises / Operations / Products / Completed Operations.

\$1,000,000.00	Each Occurrence
\$ 50,000.00	Damage To Rented Premises (each occurrence)
\$1,000,000.00	Personal / Advertising Injury
\$2,000,000.00	General Aggregate
\$2,000,000.00	Products / Completed Operations Aggregate (per project)
 - b. **Automobile Liability Insurance**, including coverage as required for owned, non-owned, leased, or hired vehicles.

\$1,000,000.00	Each Accident
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 - c. **Worker Compensation Insurance**, including coverage for statutory limits.

\$ 500,000.00	Each Accident / Each Employee
\$ 500,000.00	Each Disease / Each Employee
\$ 500,000.00	Policy Limit - Accident / Disease

- d. **All South Restoration, Inc. as ADDITIONAL INSURED.** The Certificate of Insurance shall include ASR as additional insured on a primary basis for both ongoing and completed operations. The Subcontractor shall be responsible for requiring any subcontractor to them to provide the same additional insured requirement.
 - e. **Notice of Cancellation.** As a certificate holder for the insurance requirements specified herein and an additional insured, ASR has an interest in any loss which may occur; written notice of cancellation must therefore be actually delivered or mailed to ASR, not less than 30 days prior to cancellations (10 days as respect to non-payment of premium). Agreement may be canceled immediately by EA of a lapse in insurance coverage occurs.
 - f. **Evidence of Insurance Needed.** An Acord Certificate of Liability Insurance evidencing coverage's, limits of liability and other terms and conditions as specified; and, an attached additional insured endorsement or blanket additional insured working to the CGL insurance policy.
8. **Alcohol/Drugs.** All Subcontractors are strictly prohibited from being under the influence of alcohol or drugs during work hours. If ASR has a reasonable suspicion that this policy has been violated then the Subcontractor will be required to submit to testing. Subcontractor whose off-duty abuse of alcohol or illegal or prescription drugs results in absenteeism, unreliability or tardiness, or is the cause of an accident or poor work, will be subject to immediate termination of this agreement. The legal use of physician prescribed drugs is permitted on the job only if it does not impair the ability to perform the, essential functions of the job effectively and Subcontractor uses the legal prescribed drug in a safe manner that does not endanger him or herself or any other individuals in the workplace. No prescription drug will be brought on to work site premises by anyone other than the person for whom it is prescribed. Such drugs will be used only in the manner of combination and quantity prescribed.
9. **Company Information.** Subcontractor will provide ASR with a current IRS Form W-9 along with a completed information sheet with current and accurate Subcontractor contact information.
10. **Damage.** Subcontractor is responsible for any and all damage that is incurred while performing services and will repair or pay ASR for repairs to correct damage to return property to its pre-damaged condition. If necessary, ASR may withhold payment to Subcontractor for the amount of damages incurred by subcontractor and paid by ASR
11. **Agreed.** This agreement is governed by the laws of the State of Georgia. The exclusive jurisdiction for any lawsuit initiated to interpret or to enforce the term of this agreement shall by Gwinnett County, Georgia and each party consents to that jurisdiction.

The undersigned persons represent and certify that they: are acting as agents for the respective entity; are fully empowered to execute and deliver this agreement on behalf of said entity; and, have full capacity to enter into this agreement; and further, all necessary entity action for the making of this agreement has been taken and done.

Subcontractor Name

Signature

Printed Name/Title

Date

All South Restoration, Inc.

Signature

Printed Name/Title

Date