# **SUBCONTRACTOR AGREEMENT**

This Agreement, as negotiated herein, is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

“Subcontractor” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Contractor.”For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,Subcontractor and the Contractor hereby agree as follows:

Article 1. Statement of Work:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms andconditions negotiated by the parties for particular projects, Contractor and Subcontractor hereby agreethat the terms and conditions of this Subcontractor Agreement (the “Agreement”) shall apply whenever

Subcontractor provides services to Contractor.

Article 2. Insurance:

The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, withoutinterruption during the term of the Agreement, the following minimum levels of insurance:

A. Workers’ Compensation insurance covering the legal liability of the Contractor and itsSubcontractors under the applicable workers’ compensation or occupational disease laws forclaims for personal injuries and death resulting there from to the Contractor and itsSubcontractor’s employees. The Subcontractor shall also obtain a minimum of $500,000 ofEmployers’ Liability insurance. Certificates of insurance must include a waiver of subrogation infavor of Contractor.

B. Commercial General Liability insurance covering the legal liability (including liability assumedcontractually, whether incidental or not) of the Subcontractor who may be engaged in theservices, for claims for personal injuries (including death) and property damage resulting therefrom arising out of the services to be performed by the Subcontractor, in an amount not less than$500,000 for any one occurrence, $1,000,000 general aggregate (subject to a per project generalaggregate provision), $1,000,000 Products/Completed Operations aggregate limit. CommercialGeneral Liability insurance shall be obtained and shall include broad form contractual liabilitycoverage, products/completed operations, cross liability, severability of interest and broad formproperty damage (if required), and Contractor as well as its directors, officers and employeesshall be named as an additional insured on such Commercial General Liability policy regardingliability arising out of operations performed under this Agreement. Form CG 20 10 07 04 and CG20 37 07 04 must be shown on the certificate of insurance or its equivalent.

C. Automobile Liability insurance covering the legal liability (including liability assumed contractually,whether incidental or not) of the Subcontractor who may be engaged in the services, for claimsfor personal injuries and death resulting there from and for property belonging to other than theSubcontractor caused by highway licensed vehicles of or used by the Subcontractor in an amountnot less than: (i) $500,000 for any one person; (ii) $500,000 for bodily injury for any oneoccurrence; and (iii) $500,000 for property damage for any one occurrence. Automobile Liabilityinsurance shall provide coverage for owned, hired or non-owned automobile or other automotiveequipment and Contractor shall be named as an additional insured on such policy.

The Subcontractor’s insurance coverage shall be primary insurance as respects work on this project forContractor, its directors, officers, and employees. Any insurance or self-insurance maintained byContractor shall be excess of the Subcontractor’s insurance. The Subcontractor, in its agreements withsubcontractors, shall require subcontractors to obtain insurance meeting the minimum limits andincorporating the contractual requirements that are prescribed by this Section. The Subcontractor hereby Waives and relinquishes any right of subrogation against Contractor and its agents, representatives,employees, and affiliates they might possess for any policy of insurance provided under this Section orunder any State or Federal Workers’ Compensation or Employer’s Liability Act. Subcontractor shall require its insurer to notify Contractor thirty (30) days prior to the effective date of any cancellation ormaterial change in any of the required policies. To the extent that the Subcontractor utilizes deductiblesin conjunction with the insurance required by this Agreement, all deductible expenses will be assumed bythe Subcontractor. Insurance shall be placed with insurers with a Best rating of not less than A-.

Article 4. Indemnification and Arbitration:

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively.

Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respectiveofficers, directors, employees and agents, harmless from and against any and all claims, actions, losses,judgments, or expenses, including reasonable attorney’s fees, arising from or in any way connected withthe work performed, materials furnished, or services provided to Contractor during the term of this

Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be

settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered inany court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreementshall be entitled to reasonable attorneys' fees.

Article 5. Warranty:

Subcontractor warrants its work for a period of \_\_\_\_\_\_\_ year(s) against all defects in materials orworkmanship.

Article 6. Miscellaneous:

Subcontractor is an independent contractor and not an employee of Contractor.

This Agreement shall be in full force and effect from the date of signing unless canceled in writing byeither party with thirty (30) days’ written notice. The cancellation of this Agreement shall not negate anyterm or condition, such as the indemnity or insurance requirements.

This Agreement is governed by the laws of the State of Georgia. Any amendment(s) must be given inwriting.

SUBCONTRACTOR CONTRACTOR

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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