

**2021 OLD HOME RESCUE SUBCONTRACTOR AGREEMENT**

This Subcontractor Agreement (this "Agreement") is made effective as the date signed, by, and between Rescue Remodeling LLC, DBA Old Home Rescue, of 401 S Blackwelder Ave, Oklahoma City, Oklahoma 73108 ("OHR") and \_\_\_\_\_ (Name), of \_\_\_\_\_ (Address) ("Subcontractor").

**AGREEMENT**

Therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Description of Services: The Subcontractor will provide labor services as specified and accepted in writing; email or text (collectively, the "Services"):

Subcontractor will complete the Services strictly in accordance with Window Repair Standards, Secretary of the Interior's Historic Preservation Briefs, or any applicable plans or specifications agreed as contained in the current project, and in a workmanlike manner, meeting all local and state building codes, including the Uniform Building Code or other applicable local regulations.

2. Payment for Services: In exchange for the Services, OHR will pay Subcontractor for on-site labor services with the following payment terms.

- a. Price agreed upon in writing, text or email, prior to the start of work.
- b. Invoices must be turned in by Sunday to be approved by the following Wednesday Once approved, it will take 1-7 days for the payment to be received by Subcontractor. Timeframe for payment based on if the payment will be an ACH or a check.
- c. 50% payment: Paid the Friday following 1) completion 2) invoice submission 3) Project Manager walkthrough and approval.
- d. 50% payment: Paid the Friday following 1) client acceptance 2) receipt of client payment
- e. Progress or initial payments must be agreed to in advance in writing

3. Required Documents: Subcontractor packet must be completed prior to the start of work. Documents need to be up-to-date and include the following;

- 1. Subcontractor Agreement
- 2. Non-Compete
- 3. W-9
- 4. Copy of Driver's License
- 5. Certificate of General Liability Insurance (\$1,000,000 policy)
- 6. Certificate of Workers Compensation Insurance or Affidavit of Exemption Status

LEGAL NOTICE: This agreement is a legally binding contract and both parties acknowledge that they have read it in its entirety, including the standard conditions commencing on pages 2-3 hereof which are part of this agreement, prior to signing. If either party does not understand the conditions hereof, such party should seek legal or other competent advice prior to signing. By signing this agreement, both parties acknowledge that they understand its Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Contractor \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Date \_\_\_\_\_  
 Tax I.D. \_\_\_\_\_

Subcontractor \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Date \_\_\_\_\_

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S.S.# \_\_\_\_\_

Tax I.D. \_\_\_\_\_

### STANDARD CONDITIONS

1. **LABOR AND MATERIALS:** Subcontractor shall promptly pay all valid charges for labor and material used on the Work covered by this Agreement, and upon acceptance of Work by Contractor, the Contractor shall promptly pay the Subcontractor for Work completed as per the schedule agreed upon in this Agreement under special conditions. All fees and permits required for Subcontractor's Work shall be included in the contract price unless changes are specifically agreed to in writing between both parties.
2. **EXTRA WORK:** The price set forth in this Agreement shall be deemed to be full compensation for all Work and materials furnished by the Subcontractor whether or not specifically called for by the Agreement, plans, or specifications. No additional compensation shall be paid to the Subcontractor unless a written Work order is signed by the Contractor in advance, stating that the Work is extra Work and designating the amount to be paid for the extra Work or the agreed-upon time and material charges. If other conditions exist, such as verbal approval, they should be stated under special conditions.
3. **DELAY:** If the Agreement of Sale between the buyer and the Contractor contains provisions relative to delay, excuse or delay, claims for extension of time, or damages or liquidated damages for delay, the provisions of the Agreement of Sale shall be applicable to the Subcontractor; provided notice has been given to the Subcontractor under special conditions of this Agreement. If the Agreement of Sale requires the Contractor be given written notice to the owner of claim for extensions of time delay, then the Subcontractor shall give written notice of any delay affecting the Subcontractor's Work to the Contractor immediately to enable the Contractor to comply with the requirements of the Agreement of Sale. Any provision of the Agreement of Sale which excuses the Contractor for delay shall also excuse the Subcontractor. If the Contractor suffers damages or liquidated damages for delay caused by Subcontractor, Subcontractor shall indemnify and hold harmless the Contractor for such damages. To the extent that the provisions of the Agreement of Sale regarding delay do not apply, Subcontractor will pursue the Work diligently to completion. The Subcontractor shall be excused for any delay caused by acts of God, acts of the buyer or Contractor, or the buyer's or Contractor's agent, weather conditions which prevent Subcontractor from performing the Work, and failure of the Contractor to make progress payments when due.
4. **CODE COMPLIANCE:** Subcontractor, in performance of its Work, shall comply with all federal, state, and local laws and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, Social Security Acts, Fair Labor Standards Act, Unemployment Compensation Acts and Workers or Workmen's Compensation Acts. Subcontractor, in the performance of its Work, shall: (a) employ only United States citizens and aliens who are authorized to Work in the United States; (b) obtain for each of its employees an Employment Eligibility Verification Form I-9 and appropriate supporting documentation; (c) provide to its employees all required governmental notices; (d) not unlawfully discriminate on the basis of citizenship or national origin in connection with such employment; and (e) indemnify and hold the Contractor, its officers, directors, members, employees, agents, shareholders, affiliates, subsidiaries, successors and assigns harmless from all liability resulting from the failure of Subcontractor to comply with the provisions of this paragraph. The above-specified project shall be completed in strict compliance with all specifications and conditions related to this Agreement, as well as all applicable building codes. The Subcontractor shall erect and maintain, as required by conditions and progress of the Work, all necessary safeguards for safety and protection, and in addition, the Subcontractor shall comply with all applicable provisions of the Occupational Safety and Health Act of 1970, its amendments, and regulations promulgated thereunder. The Subcontractor shall supply the Contractor with all MSDS's for materials used by the Subcontractor prior to the start of its Work. In the event that a fine for non-compliance to OSHA's provisions is levied against the Subcontractor, the Subcontractor shall pay such fine and the Subcontractor shall further indemnify and hold harmless the Contractor and owner from any fine that may be levied against the Contractor or the owner as a result of the Subcontractor's non-compliance with OSHA provisions or the terms of this Agreement. Subcontractor, at the request of Contractor, shall certify its compliance with the provisions of this paragraph.
5. **WARRANTY AND INDUSTRY STANDARDS:** Subcontractor warrants that all labor and material will be new, of good quality, and free from faults and defects. This warranty shall remain in effect for one (1) year after the date of occupancy. Warranty work, if required, shall be the responsibility of Subcontractor and must be completed within fourteen (14) days from the time Subcontractor is notified by Contractor of the need for such warranty work. If the warranty work is not completed by Subcontractor within fourteen (14) days, Contractor reserves the right to contract the work out to another subcontractor. All costs incurred by Contractor due to the failure of Subcontractor to complete the warranty work in a timely manner shall be deducted from the first available payment due to the Subcontractor, and if no such payment is due the Subcontractor, then Subcontractor shall be responsible for payment to Contractor of all costs incurred to complete Subcontractor's warranty work. The Subcontractor further warrants that all Work performed under this Agreement shall be performed in a good and workmanlike manner in accordance with The Secretary of Interior's Standards for the Treatment of Historic Properties. Further, the Subcontractor assigns to the Contractor all warranties on materials and appliances which the Subcontractor is providing as part of its Work. Subcontractor shall make copies of any written warranties available to the Contractor upon request. It is extremely important that Subcontractor or its supplier perform warranty work in a timely manner as scheduled by homeowners or warranty personnel. This work must be performed by individuals who present a professional demeanor in their appearance and manner. Mechanical Subcontractors must have a twenty-four (24) hour answering service to handle emergency situations.
6. **INDEPENDENT CONTRACTOR STATUS:** The parties acknowledge that the Subcontractor is an independent contractor and nothing herein shall be deemed to establish any agency, employment relationship, joint venture, or other business relationship other than as "Contractor" and "Subcontractor". The Subcontractor agrees and acknowledges that nothing herein empowers it to bind the Contractor in any way and the Subcontractor is separately responsible for all of its contracts in respect to the performance of the Work, the purchase of materials, the rental and purchase of equipment, and all applicable taxes, employment benefits, and insurance. Notwithstanding any other provision of this Agreement, the Subcontractor retains all control over the essential terms and conditions of the employment of its employees.
7. **CLEAN UP:** The Subcontractor is responsible for promptly cleaning up any surplus or refuse which is created by its Work. Each Subcontractor shall also be responsible for the pick-up and disposal of food and drink remains, containers, wrappers, paper sacks, etc. generated by it and its employees. Under no circumstances shall such items be thrown about the job site. If other conditions exist as to the disposal of refuse or trash they should be stated under special conditions.

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8. **COORDINATION**: Subcontractor is responsible for coordinating the Work with all other subcontractors so that the job can proceed in a timely manner.
9. **NOTICES**: Any notices required or permitted under Agreement may be given by ordinary mail at the address contained in the Agreement, but such address may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail.
10. **ARBITRATION OF DISPUTES**: ANY CONTROVERSY, CLAIM OR OTHER MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE RESOLVED IN ACCORDANCE WITH THE RESIDENTIAL CONSTRUCTION ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE THAT CONTRACTOR SHALL HAVE THE RIGHT TO ADD ITS OTHER SUBCONTRACTORS AND/OR SUPPLIERS AS PARTIES TO THE ARBITRATION. THE PARTIES FURTHER AGREE THAT THE ARBITRATION HEARING SHALL BE CONDUCTED EITHER AT THE SUBJECT RESIDENCE OR THE OFFICES OF THE ARBITRATOR, AS DETERMINED BY THE ARBITRATOR. ALL SUCH CONTROVERSIES, CLAIMS, OR OTHER MATTERS REGARDING CONSTRUCTION SHALL BE RESOLVED IN ACCORDANCE WITH THE STATE OF OKLAHOMA.
11. **ALTERNATIVES**: The Subcontractor shall not deviate from the requirements of the plans and specifications as to materials and equipment to be furnished or the method of performing the Work unless prior written approval has been obtained from the Contractor. The Subcontractor warrants that any alternate equipment, material or method proposed by the Subcontractor shall achieve all performance standards established by the contract documents.
12. **INSURANCE AND INDEMNITY**: Subcontractor shall maintain in full force a Certificate of Compliance with the State Workers Compensation Law and a comprehensive liability insurance policy in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) and shall furnish certificates of insurance to the Contractor before commencing Work. Failure of the Contractor to demand delivery of certificates hereunder shall not relieve Subcontractor of any obligation under this paragraph. Any special insurance needs should be stated under special conditions. Subcontractor shall hold Contractor harmless from all claims, demands, and liability arising out of any negligent or willful act or omission of the Subcontractor or Subcontractor's agents, employees, or sub-subcontractors in the prosecution of the Work. Such indemnity shall not extend to Contractor for any loss, damage, or expense arising from the sole negligence or willful misconduct of the Contractor or the Contractor's agents, servants, or independent contractors who are directly responsible to such Contractor. The Subcontractor shall be responsible for the security and insurance of all of their materials not installed and its equipment, stored on the site. Upon acceptance of Work, the responsibility will be that of the Contractor.
13. **RELIANCE ON PROPOSAL**: Until a copy of this Agreement, signed by the Contractor, is delivered to Subcontractor, it constitutes a proposal by the Subcontractor to perform the Work, and the Contractor may rely upon the proposal in determining the amount of any proposal or bid which the Contractor may make to the Owner. Unless otherwise set forth, the proposal shall be irrevocable for thirty (30) days after delivery to the Contractor.
14. **SUBCONTRACTING BY SUBCONTRACTOR**: All Work by the Subcontractor on any Contractor's project prior to closing shall be handled through the Contractor. Therefore, Subcontractors shall not perform Work directly for the homebuyer prior to closing unless agreed to by Contractor. The Subcontractor shall not subcontract the Work without prior approval of the Contractor. If the Work is subcontracted, then the Subcontractor shall remain bound by all terms and conditions of this Agreement. The subcontractors of the Subcontractor shall also be bound by all such terms and conditions.
15. **AFFIDAVITS AND CERTIFICATES**: Contractor is not required to make any payment to Subcontractor unless Subcontractor shall previously have provided affidavits and/or certificates, if applicable, for all Work and/or material performed under this Agreement.
16. **MECHANICS LIEN**: In the event that a mechanics lien or materialmen's lien is filed as a result of the Subcontractor's failure to promptly pay for its labor and material, the Subcontractor shall immediately take steps as are necessary to remove the lien. The Contractor shall be entitled to reimbursement for any costs incurred as a result of the lien unless the lien is a result of the Contractor's own action.
17. **DESTRUCTION OF PREMISES**: If the project is destroyed or damaged by fire, earthquake, weather or other casualties, the Subcontractor shall be paid for all Work performed prior to destruction and both parties will be relieved of any further obligation under this Agreement.
18. **DAMAGE BY SUBCONTRACTOR AFFECTING OTHER SUBCONTRACTORS**: If there is a back charge to the Contractor by one subcontractor for damages due to poor workmanship and/or materials of another subcontractor, any such back charge shall be paid by the subcontractor causing the damage. Said back charge may include any consequential damages. The Contractor is to be responsible for payments to and back charges against subcontractors involved, and review back charges for fairness.
19. **SEVERABILITY**: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.