

FL CONSTRUCTION
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CBC 1260481

CENTRAL FLORIDA'S PREMIER REMODELING COMPANY

SUBCONTRACTOR AGREEMENT

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

_____ (Subcontractor)

and

FL CONSTRUCTION, (Contractor)

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

Statement of Work:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and conditions negotiated by the parties for projects, Contractor and Subcontractor hereby agree that the terms and conditions of this Subcontractor Agreement (the "Agreement") shall apply whenever Subcontractor provides services to Contractor.

Insurance:

The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

Workers' Compensation Insurance:

Workers' Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers' compensations or occupational disease laws for claims for personal injuries and death resulting therefrom to the Contractor and the Subcontractor's employees. The Subcontractor shall also obtain a minimum of \$ 1,000,000.00 of Employers' Liability Insurance. Certificates of insurance must include a waiver of subrogation in favor of Contractor.

General Liability Insurance:

Commercial General 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 claims for personal injuries (including death) and property damaged resulting therefrom and arising out of the services to be performed by the Subcontractor, in an amount not less than \$ 1,000,000.00 for any one occurrence, \$ 2,000,000.00 general aggregate (subject to a per project general aggregate provision), \$ 1,000,000.00 Products/Completed Operations aggregate limit.

The Subcontractors' insurance coverage shall be primary insurance as respects work on this project for Contractor, its directors, offices, and employees. Any insurance or self-insurance maintained by the Contractor, its directors, officers, and employees. Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor's insurance. The Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating 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 or under 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 or material change in any of the required policies. To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the Subcontractor. Insurance shall be placed with insurers with a "Best" rating of not less than "A".

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 respective officers, 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 with the 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 in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

Warranty:

Subcontractor warrants its work for a period of one year against all defects in materials or workmanship.

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 by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

This Agreement is governed by the laws of the State of Florida. Any Amendment(s) must be given in writing.

SUBCONTRACTOR

Company

By (Name)

Title

Date

CONTRACTOR

FL Construction

Iryna Nako

Director

Date

