



SUBCONTRACTOR'S AGREEMENT

This SUBCONTRACTOR'S AGREEMENT ("Subcontract"), made on [REDACTED] (date), is by and between the Contractor (Sherwood Construction, Inc.) and Subcontractor identified below.

	Contractor	* Subcontractor Information:
Formal Business Name	Sherwood Construction, Inc.	*
Address	522 S. Hunt Club Blvd., #228, Apopka, FL 32703	*
Representative(s)	Horton "Woody" S. Johnson	*
License #	CGC043363	*
Fed. Tax ID	59-2380911	*
Corporate Status*	Corporation	*
Phone	407-703-3688	*
Facsimile	n/a	*
e-mail	info@sherwoodconstruction.net	*

**Indicate if an individual or business entity (e.g., corporation, limited liability company, partnership, joint venture, etc...)*

Subcontractor Documents Required
<p>Subcontractors are required to submit a completed W-9 and this signed contract, to be on file prior to working on any project for Sherwood Construction, Inc. or being issued any payments.</p> <p>Additionally, certificates of Liability insurance and worker's compensation insurance with Sherwood Construction, Inc. listed as the additional named insured must be provided in advance of any work done on a jobsite by the subcontractor. See Line Item 16 in Terms and Conditions for insurance coverage requirements.</p>
Description of Work, Approval Process, Jobsite
<p>Contractor has entered into a contract ("Prime Contract") to provide labor, material, and equipment and perform all work necessary to complete the residence, structure, or improvements on each client Jobsite.</p> <p>Subcontractor shall provide a written, detailed estimate of all project elements they anticipate will be necessary to complete the requested work. Work is not to be initiated without written/signature approval from one of the Sherwood Construction management team.</p> <p>Estimates are <u>not</u> to be delivered in the field. If delivered in the field, all estimates must additionally be emailed to the main office at: info@sherwoodconstruction.net or mailed to: Sherwood Construction, 522 S. Hunt Club Blvd., #228, Apopka, FL 32703.</p> <p>Subcontractor shall provide all labor, material, equipment, and work necessary to complete the portion of the Project assigned to them as is outlined in the approved estimate.</p> <p>Subcontractor shall apply for and obtain any necessary permits and regulatory approvals from the local municipal/county government pertaining to the work required prior to beginning any work associated with the project. The cost thereof shall be included as part of the Work to be invoiced upon completion.</p> <p>Subcontractor shall not deliver any materials to the Jobsite or commence work until notified to do so by Contractor. Working days are defined as Monday through Friday, holidays excluded unless otherwise granted permission by a member of the Sherwood Management Team.</p> <p>Subcontractors are responsible for securing the property upon exit and assuring all materials are secured upon delivery.</p>



If changes are found to be necessary beyond the scope outlined and approved in the written and approved original estimate, such changes will need to be approved in advance of the work being done by a member of the Sherwood Management Team. A written revised estimate will need to be submitted for approval.

Payments

Unless other arrangements are made and agreed to in writing, subcontractor checks will be paid on the first and the fifteenth of each month, net 30 on invoices.

An Invoice must be submitted for any work completed and approved by the job site supervisor. Invoices are not to be delivered in the field. All invoices, estimates or requests for payment must be emailed to the accounting office at: info@sherwoodconstruction.net or mailed to: Sherwood Construction, 522 S. Hunt Club Blvd., #228, Apopka, FL 32703.

Sole Agreement: As of the date entered above, this Subcontract, including the Terms and Conditions, constitutes the entire agreement between the parties pertaining to the Work. No other agreement or understanding, oral or written, expressed or implied, exists between the parties pertaining to the Work. This Contract may only be modified only by a written agreement signed by both parties.

Each party has caused this Subcontract to be executed by its authorized representative to be effective as of the date indicated above.

Contractor	Subcontractor
By: _____	*By: _____
Name (printed) _____	*Name (printed) _____
Title (printed) _____	*Title (printed) _____

TERMS AND CONDITIONS

1. Delay in Commencing the Work: If Subcontractor is not called upon to commence work within four (4) months from the Estimated Start Date, Subcontractor may elect at Subcontractor’s sole discretion, to refuse to perform under this Subcontract. Subcontractor shall make such election by delivering written notice of intent to cease performance to the Contractor’s representative. If Contractor can demonstrate that such delay was due to actions taken by Owner; acts of God; fire, explosions, casualty losses, strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement, or removal; or acts of government body (“Excusable Event”), Contractor shall notify Subcontractor of the Excusable Event in writing within seven (7) days of receipt of Subcontractors notice to cease performance, and Contractor shall have a reasonable extension of time. If Contractor does not demonstrate that the delay was caused by an Excusable Event within the seven (7) day period, Subcontractor is

relieved of all responsibility to perform under this Subcontract and shall be held harmless by Contractor of any liability associated with Subcontractor’s refusal to perform. Immediately following the above mentioned seven (7) day period, where such delay was not caused by an Excusable Event, Contractor will immediately pay Subcontractor: (1) for any materials and equipment it purchased in anticipation of performing the Work that Subcontractor can document and support with receipts and other records, plus a 10% handling fee, and Subcontractor shall deliver to Contractor the above mentioned materials and equipment in good condition; and (2) liquidated damages in the sum of 10% of Subcontractor’s anticipated profits.

2. Asbestos and Hazardous Materials. The disturbance, removal, or abatement of asbestos or other hazardous materials is not provided for by the terms of this



Sherwood
CONSTRUCTION INC

Subcontract, and in the event that asbestos or other hazardous material is encountered or disturbed in order to complete the Work, it will be treated as Extra Work under Paragraph 12 of this Subcontract. Subcontractor may stop work upon discovering asbestos or other hazardous material, until the terms of the Extra Work are negotiated. Subcontractor, at Subcontractor's sole option, can require Owner or Contractor to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the Jobsite.

3. Arbitration, Validity, and Damages. Any controversy or claim arising out of or related to this Subcontract, or the breach thereof, shall be settled in the county where the Jobsite is located by arbitration in accordance with the Construction Industry 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. However, a party may bring a claim under the jurisdiction of the small claims court without waiving the right to arbitrate, and if a counterclaim in excess of the jurisdiction of the Small Claims Court is filed in the Municipal or Superior Court, then the party filing in the Small Claims Court may demand arbitration pursuant to this Paragraph 3 of this Subcontract in lieu of litigating in the Municipal or Superior Court.

4. Reservation of Rights of Dispute. In the event that the Subcontractor is required to, or deems it appropriate to proceed with and complete any work which is the subject of a dispute between the Contractor and the Subcontractor as to whether such work should be classified as an Incidental Change or Extra Work, Subcontractor may, if it deems it appropriate, but is not required to, proceed with such work, and thereafter or contemporaneously, file for arbitration as provided in this Paragraph 3 of this Subcontract, to determine whether such work is in fact an Incidental Change or Extra Work (including payment terms for such Extra Work) without waiving any said rights.

5. Attorneys' Fees. If any party to this Subcontract brings a cause of action against the other party arising from or relating to this Subcontract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and costs.

6. Removal of Debris. Upon completion of the Work, the Subcontractor agrees to remove all of its debris and surplus materials from Jobsite and leave the Jobsite in a neat and broom clean condition.

7. Failure to Make Payments. A failure by the Contractor to make a scheduled progress payment by more than ten (10) days from the due date shall be deemed a material breach of this Subcontract. Upon Contractor's material breach of this Subcontract, Subcontractor may suspend work on the job until such time as all payments due have been made without breaching this Subcontract, pending

payment or resolution of any dispute. If a payment is more than thirty (30) days late, Subcontractor has the option to justifiably refuse to complete the balance of this Subcontract, be considered excused from further performance, and not be considered in breach of this Subcontract. Subcontractor may then institute an arbitration proceeding as described in Paragraph 3 of this Subcontract.

8. Retention. Contractor is authorized to withhold retention from Subcontractor only to the extent that Owner withholds funds from Contractor for the Work performed by Subcontractor. In no event shall Contractor withhold more than ten (10) percent of payments due Subcontractor. All retentions must be paid to Subcontractor within thirty-five (35) days of the date the Subcontractor substantially completes the Work.

9. Items Not Responsibility of Subcontractor. Unless specifically included in the Subcontract, Subcontractor shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Subcontractor is not responsible for any abnormal or unusual preexisting condition. Correction by the Subcontractor of any such violations or abnormal conditions shall be considered Additional Work and dealt with according to Paragraph 12 of this Subcontract.

10. Excusable Delays. If the Subcontractor is delayed in the performance of the Work by conditions that could not be reasonably foreseen by Subcontractor or out of the reasonable control of Subcontractor, including, but not limited to, actions taken by Owner; acts of God; fire, explosions, casualty losses, strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement, or removal; and acts of government body, then Contractor shall grant Subcontractor a reasonable extension of time.

11. Compliance with Rules and Regulations. Both Contractor and Subcontractor shall comply with all applicable federal, state, county, and municipal rules and regulations including but not limited to OSHA safety requirements.

12. Extra Work. Subcontractor shall provide in a good and workmanlike manner only that labor and materials specified in this Subcontract. Subcontractor will only provide additional work not specified in this Subcontract ("Extra Work") upon written authorization by the Contractor in a change order specifying the additional work ("Change Order"). Such Change Order shall also contain the amount of additional compensation for the Extra Work in addition adjustments in the scheduled time for completing the Work.



However, in the event that an emergency exists, then Subcontractor may proceed upon the verbal authorization of the Contractor or the Contractor's job superintendent, and upon Subcontractor's request, Contractor shall provide Subcontractor written confirmation of the verbal authorization within seventy-two (72) hours.

13. Incidental Change: The Contractor may direct the Subcontractor to perform incidental changes in the Work not involving adjustments in the Payments or time of completion. Incidental changes shall be consistent with the scope and intent of the Work. The Contractor shall initiate an Incidental Change by issuing a written order to the Subcontractor.

14. Protection of Work. To the extent noted in this Paragraph 14, Subcontractor will protect its own work until completion and the Contractor's acceptance of Subcontractor's work.

If Subcontractor's work is damaged or destroyed during the course of the Work, and such damage or destruction is the result of Subcontractor's negligence, then Subcontractor shall repair or replace the damaged or destroyed work at Subcontractor's expense. If such damage or destruction was not the result Subcontractor's negligence, Subcontractor shall repair or replace the damage or destroyed work as Extra Work and Contractor shall compensate Subcontractor in accordance with the terms of Paragraph 12 of this Subcontract.

15. Concealed Conditions. In the event Subcontractor encounters rock, ground water, underground structures, utilities, or other conditions unknown to Subcontractor and not reasonably foreseeable by Subcontractor, then Subcontractor shall immediately stop work and call Contractor's attention to such concealed conditions in writing. The Contractor and Subcontractor shall then agree on an equitable adjustment on the Subcontract time and price in writing prior to Subcontractor resuming the Work.

16. Insurance. Subcontractor shall maintain comprehensive general liability limits of no less than \$500,000 per occurrence and \$1,000,000 Aggregate. Subcontractor shall also carry workers compensation and builder's risk insurance. Contractor shall maintain general liability, workers compensation and builder's risk insurance.

INDEMNITY – To the fullest extent permitted by law, the Subcontractor expressly agrees to defend, indemnify and hold harmless the Contractor, the project owner, the architect, and the engineer and their respective officers, directors, agents, and employees (collectively the "indemnitees"), of and from any and all losses, liability or damages, including death, personal injury and property

damage the consequences thereof and, if allowed by law reasonable attorney's fees and costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, caused in whole or in part by any act, omission, or default by the Subcontractor or its sub-subcontractors, materialmen, or agents of any tier, or their respective employees and representatives, arising out of this Agreement or the performance of the work, including any such damages caused in whole or in part by any act, omission or default of any indemnitee but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnities' gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Subcontractors or its sub-subcontractors, materialmen, or agents of any tier or their respective employees, agents, and representatives. Provided, however, that any claim for indemnification for damages caused in whole or in part by any act, omission or default by indemnitee(s) shall be limited to the amount of Subcontractor's insurance or \$1 million per occurrence whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to this Agreement and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or the Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Subcontractor or of any third party to whom Subcontractor may subcontract a part or all of the Work.

17. Interpretation: The Subcontract and the Exhibits are intended to supplement one another. In the event of a conflict, the specifications shall control the drawings, and the Subcontract shall control both. If work is displayed on the drawings but not called for in the specifications, or if the work is called for in the specifications but not displayed on the drawings, Contractor shall be required to perform the work as though it were called for and displayed in both documents.

If a portion of this Subcontract is found to be invalid, such provision shall be deemed severed, and this Agreement shall continue in full force and effect.

This Contract shall be interpreted and governed in accordance with the laws of the State where the Jobsite is located.