

Subcontractor Agreement

This Subcontractor Agreement, effective as of _____ is entered into by and between EA Outdoor Services LLC / EA Asphalt Services LLC / EA Trucking Services LLC (Collectively EA) 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 EA's performance of certain services related to landscaping, asphalt, and snow and ice management, Subcontractor hereby agrees to perform the services set forth by EA, along with any other ancillary services EA requests performed from time to time. No services shall be performed outside of the scope without the approval of EA. 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 EA.
2. **Fees / Payment.** EA 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 30-45 days from receipt of invoice. Payment terms will be outlined specifically for each property.
 - a. All invoices, statements, and service logs (if required) must be delivered to EA Outdoor Services via email to contractors@eaoutdoorservices.com. Mailed and faxed documents will NOT be accepted.
 - b. In general, the following guidelines apply to timing of providing EA with invoices; Landscaping services are to be invoiced monthly at the beginning of the month for the prior month's services. Asphalt services are to be invoiced upon completion of service. Snow services are to be invoiced within 24 hours upon completion of a snow event. Invoicing time frame will be outlined specifically for each property. Failure to provide invoices in the timeframe outlined can result in delayed payment or non-payment of invoice.
 - c. Invoices will include: Subcontractor name, address, invoice date, invoice number and contact phone number. Invoices will line item detail: service location (which includes name, addresses, and store number), service date and detailed explanation of services performed. Invoice will be in the format of 1 line item for each service, at each property. Invoices not containing this information will be rejected until all information is provided.
 - d. Subcontractor will submit monthly statements to EA Outdoor Services for non-paid invoices to ensure that all invoices are accounted for.
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 EA. Subcontractor will immediately notify EA 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 EA. 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 EA 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 EA.

- 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 treating 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.

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 EA 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 therefrom, or occurring in connection therewith.

5. **Limitation of Liability.** In no event shall the liability of EA 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 EA. Furthermore, in no event shall EA 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, EA 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 EA Outdoor Services as specified below. The below requirements are meant to be used as guidelines...please contact our office for specific questions.

- a. **Commercial General Liability (CGL) Insurance** including, Premises / Operations / Products / Completed Operations.

\$1,000,000	Each Occurrence
\$1,000,000	Personal / Advertising Injury
\$ 300,000	Each Occurrence Fire Damage / Tenant Liability (\$100,000 if not otherwise stated)
\$2,000,000	Products / Completed Operations Aggregate (Per Project)
\$2,000,000	General Aggregate
- b. **Automobile Liability Insurance**, including coverage as required for owned, non-owned, leased, or hired vehicles: \$500,000 minimum limit of liability each occurrence combined single limit bodily injury and property damage.
- c. **Workers Compensation Insurance.** Coverage A: Statutory limits; Coverage B: \$100,000 each accident / disease; \$500,000 Policy limit / disease; \$100,000 each employee. A Waiver of Subrogation on behalf of EA Outdoor Services shall be endorsed onto the policy. **If you are an independent contractor, and elect not to carry worker's compensation coverage, then you must provide the proper proof of exemption from the State you work in.**
- d. **EA Outdoor Services as additional insured.** The CGL insurance shall include EA Outdoor Services as an additional insured on a primary basis for both ongoing and completed operations. The Subcontractor shall also 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, EA Outdoor Services has an interest in any loss which may occur; written notice of cancellation must therefore be actually delivered or mailed to EA Outdoor Services, not less than 30 days prior to cancellations (10 days as respect to non-payment of premium). Agreement may be canceled immediately by EA if a lapse in insurance coverage occurs.
- f. **Qualification of Insurers.** Insurers shall maintain A.M. Best's ratings of A- VII.
- g. **Evidence of insurance needed.**
 1. A certificate of liability insurance evidencing coverage's, limits of liability and other terms and conditions as specified herein.
 2. An attached additional insured endorsement or blanket additional insured working to the CGL insurance policy.
8. **Alcohol / Illegal Drugs.** All Subcontractors are prohibited from being under the influence of alcohol or illegal drugs during work hours. If EA has a reasonable suspicion that this policy has been violated then the Subcontractor may 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.
9. **Legal Medications.** The legal use of 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.
10. **Company Information.** Subcontractor will provide EA with a current Federal Form W-9 along with a completed information sheet with current and accurate Subcontractor contact information.
11. **Damage-**Subcontractor is responsible for any and all damage that is incurred while performing services and will repair or pay for repairs to correct damage to return property to its pre-damaged condition. If necessary, EA may withhold payment to subcontractor for the amount of damages incurred by subcontractor and paid by EA.
12. **Non-Solicitation / Non-Competition / Non-Disclosure-**For a period of one year upon termination of this agreement, subcontractor will refrain from soliciting business, sell, market, or endeavor to provide work for hire to any of the EA customers to whom subcontractor serviced on behalf of EA, with whom subcontractor had business contact on behalf of EA, or for whom subcontractor had any sales or service responsibility in any capacity on behalf of EA. This includes any service that is similar to services offered by EA for landscaping, asphalt work, and snow and ice management. In addition, subcontractor will not disclose to any other person, or use on his own behalf, any confidential information gained from EA while performing services. EA shall be entitled to recovering all costs from subcontractor while seeking to enforce this agreement.
13. This agreement is governed by the laws of the State of Indiana. The exclusive jurisdiction for any lawsuit initiated to interpret or to enforce the terms of this agreement shall be Hancock County, Indiana 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; have full capacity to enter into this agreement and all necessary entity action for the making of this agreement has been taken and done.

EA Outdoor Services LLC, EA Asphalt Services LLC, EA
Trucking Services, LLC

Subcontractor Name

Signature

Printed Name

Date

Signature

Printed Name

Date