



671 Main Street, Ste. 100C
Suwanee, GA 30024
Phone: (678) 679-3126
Fax: (770) 573-2571
FreelandPainting.com

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (the "Agreement") is entered this _____ day of _____, **2022** by and between Freeland Painting & Construction, Inc. (the "Contractor") and _____ (the "Subcontractor").

In consideration of Ten Dollars (\$10.00), the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Subcontractor hereby agree as follows:

1. Scope of Work. Subcontractor hereby agrees to perform the services for the benefit of Contractor on an as-needed and as-designated basis from Contractor (the "Services"), subject to Contractor and Subcontractor agreeing upon a payment for such Services. Subcontractor shall furnish Subcontractor's best skill and judgment in connection with performance of the Services, and to all extents, to the satisfaction of Contractor, and/or any other person or entity whom Contractor designates.

2. Payment. Upon completion of the Services to Contractor's satisfaction, Contractor shall pay to Subcontractor the sum agreed to by Contractor and Subcontractor. Unless otherwise agreed to in writing by Contractor, Contractor shall have no further obligations to pay any sums to Subcontractor for any cost, expense, fees, fines, penalties, or any other amount, related to or arising out of the completion of the Services.

3. Labor, Materials, and Equipment. Subcontractor shall provide, at Subcontractor's sole expense, all labor, equipment, tools, machinery, supervision, transportation, and all other facilities and services necessary for the proper execution and completion of the Services. To the extent Contractor designates particular and specific brand names, quality, amounts, model names, model numbers, or any other specifically identifiable good, Subcontractor shall provide and furnish such specifically identifiable good and may not substitute for any other good.

4. Warranties. All warranties, guarantees, sureties, and/or bonds of and for material and workmanship running in favor of Subcontractor, or any sub-Subcontractor, shall be assigned, if assignable, to Contractor on or before completion of the Services. Subcontractor will assist and cooperate with Contractor in connection with Contractor's efforts to obtain remedies under assigned guarantees, warranties, sureties, and/or bonds. Subcontractor shall, at Subcontractor's sole cost and expense, to the extent not covered or reimbursed by a warranty, guaranty, surety, or bond previously assigned to Contractor, make all necessary repairs, replacements, and/or corrections as shall become necessary, as determined by Contractor in Contractor's sole discretion, by reason of faulty workmanship and/or defective materials, which appears within twelve (12) months after the completion of the Services.

5. Insurance. During the term of this Agreement, Subcontractor shall carry a policy or policies of comprehensive general liability insurance and worker's compensation insurance, specifically to include personal injury and property damage, with contractual liability endorsement, in the amount of not less than Two Million Dollars (\$2,000,000.00) for occurrence of bodily injury or death and Five Hundred Thousand Dollars (\$500,000.00) for

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property damage. Said policy or policies shall name Contractor as an additional insured. Said policy or policies, or certificates thereof, shall be delivered by Subcontractor to Contractor before the start of any performance of the Services.

6. Liens. Subcontractor shall discharge of record by bond or otherwise within five (5) days following the date on which Subcontractor learns of the filing of any mechanic's or similar lien filed against any real or personal property for work or materials claimed to have been furnished at Subcontractor's instance to or for the benefit of Subcontractor and/or any real or personal property. If Subcontractor shall fail to cause such lien or claim of lien to be so discharged or bonded within such period, in addition to any other right or remedy Contractor may have, Contractor may, but shall not be obligated to, discharge such lien or claim of lien by paying the amount claimed to be due or by procuring the discharge of such lien or claim of lien by deposit in court or by bonding, and in any event, Contractor shall be entitled, if Contractor so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by the lienor or claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and allowances. Subcontractor shall be liable to Contractor, on demand and from time to time, for any sum or sums so paid by or on behalf of Contractor and all costs and expenses incurred by Contractor, including, but not limited to, reasonable attorney's fees actually incurred in prosecuting such discharge or in defending any such action. Subcontractor agrees to provide Contractor with written notice of any lien filed against any real or personal property promptly upon Subcontractor's obtaining actual knowledge of such lien, and to provide copies of all documents related to Subcontractor's discharge of such lien to Contractor.

7. Permits; Licenses; Fees. Subcontractor shall secure and pay for the building permits and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Services. Subcontractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Services. If Subcontractor performs any construction work contrary to such laws, ordinances, rules, regulations and lawful orders, Subcontractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

8. Contractor's Remedies. Should Subcontractor default under the terms of this Agreement, then Contractor may enforce this Agreement by specific performance, complaint for damages or the pursuit of all other legal, equitable or administrative remedies or relief available to Contractor from Subcontractor and/or others. All of such remedies shall be cumulative, and none shall be exclusive. Contractor may terminate this Agreement for cause if Subcontractor (i) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (ii) fails to make payment to sub-Subcontractors for materials or labor in accordance with the respective agreements between Subcontractor and any such sub-Subcontractors; (iii) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or (iv) otherwise breaches any provision of the Agreement. When any of the above reasons exist, Contractor may, without prejudice to any other rights or remedies of Contractor, immediately terminate employment of Subcontractor and may (a) take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Subcontractor; (b) accept assignment of any sub-subcontracts; and (c) finish completion of the Services by whatever reasonable method Contractor may deem expedient. Upon request of Subcontractor, Contractor shall furnish to Subcontractor a detailed accounting of the costs incurred by Contractor in finishing the completion of the Services. When Contractor terminates

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the Agreement for one of the reasons stated above, Subcontractor shall not be entitled to receive further payment until the performance of the Service is completed. If the unpaid balance owing to Subcontractor exceeds the costs of completion of the Services, and other damages incurred by Contractor and not expressly waived, such excess shall be paid to Subcontractor. If such costs and damages exceed the unpaid balance, Subcontractor shall pay the difference to Contractor. Contractor may, without cause, order Subcontractor in writing to suspend, delay or interrupt completion of the Services in whole or in part for such period of time as Contractor may determine. Contractor may, at any time, terminate the Agreement for Contractor's convenience and without cause. Upon receipt of written notice from Contractor of such termination for Contractor's convenience, Subcontractor shall: (x) cease operations as directed by Contractor in the notice; (y) take actions necessary, or that Contractor may direct, for the protection and preservation of the completion of the Services; and except for the completion of the Services directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub-subcontracts and purchase orders and enter into no further sub-subcontracts and purchase orders. In case of such termination for Contractor's convenience, Subcontractor shall be entitled to receive payment for the completion of the Services executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the completion of the Services not executed.

9. Binding Effect; Assignability. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors, transferees and assigns. Notwithstanding the foregoing or anything in this Agreement to the contrary, Subcontractor may not assign this Agreement or any portion thereof to any other party without the prior written consent of Contractor, which may be withheld at Contractor's sole discretion.

10. Entire Agreement; Modification; Severability. This Agreement supersedes all prior written or oral agreements, discussions, communications, representations and negotiations between the parties with respect to the subject matter of this Agreement. This Agreement contains the sole and entire understanding between the parties with respect to the transactions contemplated by this Agreement and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument signed by or on behalf of the parties in the same manner as this Agreement is signed. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

11. Indemnification. Subcontractor shall indemnify and hold harmless Contractor from and against any and all claims, causes of action, civil actions, suits, damages, losses, expenses, liens, judgments, and any and all other expenses, including but not limited to Contractor's attorneys' fees, arising in whole or in part to the actions or inactions of Subcontractor, or its owners, officers, directors, employees, agents, and/or sub-subcontractors.

12. Limitation of Liability. Contractor shall have no liability whatsoever to Subcontractor, or any of Subcontractor's owners, officers, directors, employees, agents, and/or sub-subcontractors, related to the performance of the Services or this Agreement, except for damages actually caused by Contractor's gross negligence and/or willful misconduct. Under no circumstance shall Contractor be liable for punitive and/or exemplary damages. Prior to the bringing of any claim, cause of action, lawsuit, civil action, or any other assertion of any legal claim, Subcontractor

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shall provide Contractor written notice of such claim, the specific action(s) or inaction(s) alleged to have caused damages, and a reasonable computation of such damages, and provide Contractor thirty (30) days to cure such alleged claim. The failure of Subcontractor to provide such notice and opportunity to cure shall constitute an absolute and jurisdictional bar to Subcontractor bringing any such claim.

13. Notices. Any and all notices given or required to be given under this Agreement shall be sent by certified mail, statutory overnight courier, or hand-delivery, to:

If to Contractor: Freeland Painting
671 Main St, #100C
Suwanee GA 30024

If to Subcontractor: _____

[Address] _____

14. Miscellaneous. This Agreement shall be governed by the laws of the State of Georgia. Contractor and Subcontractor hereby both irrevocably submit to the exclusive jurisdiction and venue of the Superior and State Courts of Gwinnett County for any and all disputes, controversies and/or litigation that may arise related to this Agreement. In the event of any controversy, claim, dispute or litigation between the parties hereto to enforce or interpret any of the terms, provisions and conditions of this Agreement or any right of either party hereto, the non-prevailing party to such controversy, claim, dispute or litigation shall pay to the prevailing party all of the prevailing party's costs and expenses, including reasonable attorney's fees actually incurred in connection therewith by the prevailing party and including, without limitation, fees incurred during the trial of any action or fees incurred as a result of any appeal from a judgment entered in such litigation. Time is of the essence in this Agreement.

EXECUTED as a sealed instrument effective as of the day and year first above written.

CONTRACTOR:

SUBCONTRACTOR:

Freeland Painting & Construction, Inc.

Sign: _____
Print: Doug Ireland
Title: Owner

Sign: _____
Print: _____
Title: _____

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