| Subontractor's Name: | Subcontractor's Address |  |
| :---: | :---: | :---: |
| JOE SUBCONTRACTOR | 41029 CORNAC COMMON |  |
| Subcontractor' city, State, Zip | Subcontractor' Phone (s) | Subcontractors Lic. No. |
| BENICIA, CA 94510-4046 | 707.747.4735/707.747.4735 | 956879 |

1475 Jillbarr Court<br>Fon Du Lac, WI 54935<br>Office ..920.xxx.xxxx<br>Fax......920.xxx.xxxx<br>bill@calform.com

Subcontractor's Workmen's Comp. Carrier Name and Phone Number
State Fund 510.489 .8569

## Is a Performance or Labor Bond Required? X),

f. Continuation: The specifications, provisions, terms and conditions on the back sı
f. Acceptance: This contract is approved and accepted by the undersigned Subcontractor anu and Contractor understand that there are no oral agreements or understandings between the parties of tnis ..
schedule, and specifications in this document, which contains multiple pages, is the entire agreement between tr change order in accordance with paragraph (8) on page two hereunder.
In Witness Whereof Contractor and Subcontractor have executed this contract this 30 th day of September , $20 \lcm{09}$
Contractor:
(Signature of Contractor or Contractor's Agent)
Subcontractor
(Signature of Subcontractor or Subcontractor's Agent)

## Terms and Conditions

1. Main Contract. Subcontractor acknowledges that they have read and understand the contrac between the Owner and Contractor (L conditions, provisions, sper: $20-2004$ art of that contract also apply to this subcontract. The Mai
time of signing this to comply with subcontractor subcontractor

199all prot Contractor's oflic provisions in the Main Cont subcontract. ontract.
section or
within their sp t that the work to be per any other contract docume
represents it is and shall remain properly rę aW, and that its subcontractors and all sub o perform all work under this subcontract. ility. If Subcontractor is a corporation, the indi behalf of the corporation are jointly responsible w act.
and quantities. The plans, masifications and other but in the case of the pl other but in the case of at, the pl att and e understood to be ar and su
necessario ons or within may be sc aintain a aintain a insuran
urse of this subcontract and until final
signing this subcontract, Subco
4 ${ }^{\text {tor duly issued ce }}$
this policy
make such written notification on any work or materials when installed shall not in any way waive the right of Contractor to object thereto at any other time.
13. Damage to Work and Protection. Subcontractor shall protect the job site, the work of others, and Subcontractor's own work until completion and acceptance of the Main Contract. Subcontractor to pay for all building materials, sidewalke diroways and curbs, and anything else damaged on the site through his operation inc
Subcontractor shall protect his work from any i
14. Cleanup. Subcontractor will clean up mage to the work of others work areas broom clean) resulting from
naterials and debris, (leaving
if not done within 24 hours on one particula ubcontractor will ral area of this throughout the
under Texas s are and will
or individual contractor for
ibcontract are ill control the on unit price, all hange.
s compensation ounts and form as iounts and form as ffect during , contract. Immeu additional insured for cos 4
as though a separate policy had vecu- contractor and that
Contractor is primary and any other insurance in force for Contracto
contribute to the primary policies. The certificate of insurance shan
given 30 days written notice prior to a cancellation of this $n$
Contractor, will furnish satisfactory evidence to Contrar and workmen's compensation laws. Failure of Subcor be deemed a material breach allowing Contractor, at hi:
provide insurances at Subcontractor's expense. In neit
lessened. The failure of Contractor to demand delivery relieve Subcontractor of any obligations under this $\Gamma$ responsible for providing any protective service for Subc responsible for all care and safekeeping and assumes Subcontractor's tools, equipment or materials on the job Contractor and Owner from any responsibility or liability tl
7. Payment. Subcontractor shall submit to Contractor applic
times as to allow Contractor to apply for and receive paym. holder. Contractor shall have the right to withhold any pay!
Subcontractor's labor, and/or material bills jointly so as to i
fails to present satisfactory evidence that all current bills
have been paid in connection with this subcontract. C $f$ payment to any mechanics' lien claimants and ded 1 price. Before any payment is made, Subcontractor shai releases, in proper statutory form, signed by Subcu subcontractors and all their workers, and all service, mat release all lien rights for work performed and materials fu payment applies. The fact that Contractor has made progress be interpreted to imply that Contractor has inspected $r$
Subcontractor. Payments for extras will be made at the

## 8. Changes, alterations and substitutions.

written change order of Contractor. Contractor m.
order extra work or make other changes th
deducting from this subcontract with $\dagger^{1}$
request of Contractor, Subcontractor
extra work or deletions proposed by
change shall be made in the work, t .
method of application or the perforn
order of Contractor. Subcontractor v
method proposed shall be of equal or $b c$
standards established by the Main Contr
such change orders are a part of this subco
under the conditions set forth in this subce
change order must be agreed upon at the time
execute a change order for any reason except $C c_{1}$.
9. Claims for extras. Subcontractor will make
agreed upon prior to their performance by written c
signature. Any extras that have not been approved by Cc.
conclusively presumed to be included within the scope of th: compensation will be paid
10. Supervision and Work Force. Subcontractor to remain c progress of its work and to have a competent foreman, approved sufficient workers to complete the work in the given time, except for Act-of-God, or other circumstances beyond the control of Subcontrac 11. Permits, compliance and inspections. Subcontractor wi own expense) any special permits required for Subcontractor's wor with all applicable building codes, statutes, regulations, and ordinance or authority and will be required to be present during all inspections Contractor shall have the right to demand production of such doc necessary, to show the quality of materials used (and manufacture site. Subcontractor shall bear the entire expense of complying wi: no extra or additional compensation therefore
12. Work failing any inspection. After receiving written at it's own expense, will proceed to correct or remove from th Subcontractor which is found to be improper or unsound or is i subcontract including the plans, specifications, or any change unsatisfactory work by Subcontractor, payments are withheld to responsible for any loss sustained by Contractor and Contractor hu. payment to be made to Subcontractor the amount of such loss. Failure 6
upon notice, Contractor may remove and
15. Assignment and Bankr

Subcontractor, including assigr
Contractor. If Subcontractor ${ }^{2}$
and complete the work. If

## subcontract price, subcor

16. Default, materia
may after 48 hour n
the 48 hour notice
All materials de
construction
surplus mat
scaffoldir
shall rer st to Subcontractor. assigned or sublet by e written permission of cancel this subcontract of completion exceed the

Subcontractor, Contracto $\therefore$, at his option, will rescind ficiently to cure the default. d to be incorporated into the ne Owner as delivered. Any etion of this subcontract. All it onto the site by Subcontractor : completion of this subcontrac ent or machinery may be used by nage and without prejudicing oss sustained by reason of said

## 1 scheduling information promptly

 e the components of the work. If d work overtime without additional of the Main Contract as to timely ompetent help to complete the severa oo enable Contractor to fully comply with ty-eight hours written notice, eject the erials, and equipment, and complete this contractor's account without prejudice to mage sustained. If Contractor takes over the d the cost of completion is greater than those if the cost of completion is greater than the erein agrees to reimburse Contractor for any is upon demand. Any remaining funds in is subcontract by Contractor will be paid to 48 hours notice Subcontractor fails to meet ,uch work, equipment, and materials as needed to the cost of such equipment, work and material shall tractor is assessed liquidated damages by Owner for d if this delay has been caused by Subcontractor nese liquidated damages resulting from it's actions or orking schedule. If Subcontractor contends that any act $r$ has caused delay of Subcontractor, Subcontractor shal ntractor in sufficient time to enable Contractor to comply ad in no event shall presentation of such written notice of commencement of delay).s warranties. Subcontractor guarantees that all work arials supplied will meet or exceed the requirements of the y and Subcontractor extends to Contractor and Owner the ıtractor by the Main Contract. Subcontractor to furnish to uarantee covering all defects in labor and material, (unless iod of guarantee), for a period of one year from the date of rom the date of first occupancy whichever is later. If corrective efect occurs), because of breach of contract by Subcontractor, 1 corrective work even though the one year period following project has expired. All warranties extended by the manufacturers talled by Subcontractor shall be given to Contractor.
ntract calls for arbitration, and an arbitration concerning or relating menced between Owner and Contractor, Subcontractor shall upon a party to such arbitration and shall submit to any award that may be on arises regarding the work under this subcontract, or regarding the נntract, or regarding rights and obligations of Contractor and o the terms and provisions of this subcontract including any dispute ations or other contract documents, such questions or dispute shall be jitration shall be had in accordance with the Construction Industry .merican Arbitration Association, in effect at the time the arbitration is ıay be entered on the award. If any party does not appear at or participate $;$, the arbitrator is empowered to decide the controversy in accordance with resented by the party(ies) that do participate. In the event arbitration is $y$ hereto, the arbitrator, as it shall deem proper, shall award to the prevailing snable attorney's fees and costs. The Owner, Contractor, Architect, all il Sub-Subcontractors are bound, each to the other, by this arbitration clause, srees that it's subcontracts will contain an arbitration provision providing that question arising out of the performance of any subcontract or sub-subcontract te over the plans and specifications or other contract documents shall be subject ecified in this paragraph. Subcontractor agrees that it will be liable to Contractor uit, including reasonable attorney fees, arising of any lawsuit brought against wner by any sub-subcontractor of any tier whose agreement with Subcontractor 1 like arbitration provisions to those in this paragraph, or if Subcontractor fails to its sub-subcontractors any provision of this subcontract.
es. In the event litigation arises out of this subcontract or the performance thereof, rty(ies) are entitled to all legal, arbitration, and attorney fees. The court shall not be 'ard fees based on any set, court fee schedule but shall if it so chooses, award the true .ll costs, expenses and attorney fees paid or incurred.
e. Any notice required or permitted under this subcontract may be given by ordinary mail dress of both parties contained on page one of this subcontract. This address may be from time to time by written notice given by one party to the other. After a notice is y posted and deposited in the mail, it shall be deemed received after one (1) day.
ivalidity. If any provision, term, or condition in this subcontract is held to be invalid, void, or otherwise orceable, the remaining provisions, terms, or conditions shall nevertheless continue in full force.

Page two of _2 Total Pages

