This Subcontract is by and between XYZ Contractors hereinafter referred to as “Contractor” and John Q. Contractor the undersigned, hereinafter referred to as “Subcontractor”

### a. Description of work:
Subcontractor agrees to perform, supply and finish upon the project described above, in a thorough and workmanlike manner, to the satisfaction of Contractor, Owner, Architect (if any), and Building Department, all and everything, within the scope of Subcontractor’s license and the bounds of this subcontract, called for in the plans, specifications and contract documents (copies of which have been delivered to Subcontractor and are incorporated herein by reference), according to the true intent and meaning of said plans, specifications and contract documents, with scope of work described below and shall provide at own expense all labor, services, materials, equipment, tools, machinery, utilities, scaffolding, and anything else necessary to perform the said work.

Specifically, Tear off old built-up roof down to deck, Apply Ply of #36 10 mil tarps to entire roof, Apply Polyglass Modified Bitumen Roofing system per Contractor’s recommendations.

### b. Payment Schedule:
Payment for the above work, upon satisfactory completion by Subcontractor shall be made in accordance with paragraph (7) on page two hereunder.

*In consideration whereof, pursuant to the terms and conditions set forth in this subcontract which contains multiple pages, Contractor agrees to pay Subcontractor the sum of: Fourteen Thousand 14,000.00 in installments as follows: (said amount includes any applicable sales tax) By check upon receipt of invoice for the following draws: 1st draw after Tearoff-$4000.00. 2nd draw after completion of $5000.00. Balance due on completion-$5000.00.

### c. Commencement and Completion of Work:
Subcontractor agrees to promptly begin work as soon as notified by Contractor and complete the work as follows: Start work within 72 hours after notification and to complete the above described work within 30 days or by 8-21-03. 

### d. Contractor’s Responsibilities:
This project is to be performed in compliance with Federal and California O.S.H.A. regulations and local, state, and national building codes and laws. Subcontractor is an independent, licensed contractor and is responsible for it’s employees, sub-contractors (if any), materials, equipment, and all applicable taxes, benefits, and insurances. If required by Contractor, Subcontractor shall furnish a faithful performance and material and labor bond, in an amount and through a bonding company acceptable to Contractor.

### e. Insurance:
Subcontractor will carry insurance in an amount not less than $1,000,000 and as per paragraph (5) or as required by the specifications.

### f. Acceptance:
This contract is approved and accepted by the undersigned Subcontractor and Contractor for themselves, their agents, executors, and successors. Subcontractor agrees to promptly begin work as soon as notified by Contractor and to complete the work as follows: Start work within 72 hours after notification and to complete the above described work within ____________days or by _______________________. Attention is hereby directed to the fact that time is of the essence in this subcontract. Any penalties due to the failure of Subcontractor to complete it’s work promptly (subject to such extensions of time as Contractor shall deem justified for delays caused by acts or neglect of Contractor, acts of God, or other unavoidable causalities beyond Subcontractor’s control) shall be deducted from Subcontractor’s final payment.

### g. Acceptance:
This contract is approved and accepted by the undersigned Subcontractor and Contractor for themselves, their agents, executors, and successors. Subcontractor and Contractor understand that there are no oral agreements or understandings between the parties of this document. The written terms, conditions, covenants, provisions, payment schedule, and specifications in this document, which contains multiple pages, is the entire agreement between the parties. Changes in this document shall only be done by written change order in accordance with paragraph (8) on page two hereunder.

In Witness Whereof Contractor and Subcontractor have executed this contract on this 30th day of July 2003.

Contractor: ____________________________
(Signature of Contractor or Contractor’s Agent)

Subcontractor: ____________________________
(Signature of Subcontractor or Subcontractor’s Agent)

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.

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