

CONTRACTOR/SUBCONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered as of the Contract Date (as defined in Rider 1) by and between the Contractor (as defined in Rider 1) and the Subcontractor (as defined in Rider 1). The Contractor and the Subcontractor, in consideration of the mutual promises contained herein and intending to be legally bound hereby agree as follows:

1. The Scope of Work shall be in accordance with the attached Exhibit A. The Subcontractor shall if requested by the Contractor, submit or refer to drawings which are to be approved by the Contractor, which drawings shall demonstrate (and hereinafter be referred to as) the "Scope of Work". Upon Contractor's approval of the Scope of Work, the Scope of Work together with such other work reasonably necessary to complete the Scope of Work as designated by the Contractor shall constitute and hereafter be referred to as the "Contract Work".
2. Prior to beginning the Contract Work, unless set forth in Rider 1 the Subcontractor shall provide a schedule for the start and completion of the Contract Work (the "Schedule"), and shall advise the Contractor of any conditions or other matters which may frustrate the intended schedule, whereupon the parties shall immediately adjust the Schedule accordingly.
3. In the event of a dispute, the Subcontractor shall be responsible for and shall pay all fees and costs incurred by the Contractor and the Subcontractor.
4. The Subcontractor agrees to comply with all laws and hereby confirms that all parties which will be performing work or services at the Project Location will be properly documented under all laws.
5. The Subcontractor agrees to execute all waiver of liens, affidavits, as reasonably required by the Contractor along with the Contractor's form of Guaranty. All work shall be performed with new materials; performed in a first-class fashion; and shall be guaranteed by the Subcontractor and its principle.
6. Contractor shall have the right to terminate this Agreement with 30 days written notice to the Subcontractor.
7. Prior to beginning the Contract Work, the Subcontractor shall provide to the Contractor a Certificate of Insurance evidencing compliance with the following requirements in form and substance and with insurance companies reasonably acceptable to the Contractor:
 - A. General Liability
 - B. Worker's Compensation

The Certificate of Insurance shall name the Contractor and such other parties designated by the Contractor as additional insured (the "Additional Insured Parties").

8. Subcontractor shall indemnify the Additional Insured Parties from and against all claims, loss, damage, costs, suits, proceedings, actions, causes of action, expense and liability of any kind (including, without limitation, attorney fees and costs), which it or any of them may incur, suffer, sustain or be required to pay by reason of the injury or death of any person or the damage to any property whatsoever, caused or alleged to have been caused by any act or omission of the Subcontractor or any of its suppliers or subcontractors, or the employees, agents or representatives, arising out of or in any manner connected with the performance of the Contract Work, whether or not caused in whole or in part by any act, omission or negligence of the parties benefited by this Paragraph or their respective officers, agents, partners, members, affiliates, managers, officers, directors, representatives or employees.

CONTRACTOR/SUBCONTRACTOR AGREEMENT

9. Payment to the Subcontractor will be made as set forth in Rider 1 attached herein.

10. See Rider 1 attached herein for additional Terms and Conditions.

IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this ____ day of _____, 20____ intending to be legally bound.

CONTRACTOR

MCCRACKEN CONSTRUCTION LLC

**By: STOCKEN BENEFIELD MANAGEMENT
COMPANY LLC, Member**

By: _____
Martin E. O'Boyle, Manager

SUBCONTRACTOR

By: _____

Title: _____

Name: _____

CONTRACTOR/SUBCONTRACTOR AGREEMENT

RIDER 1 – DEFINITION SHEET

1. “SUBCONTRACTOR” shall mean **[insert name]**; Address: **Insert** address; Phone Number: **insert** phone.
2. “OWNER” shall mean **[insert owner of property]**.
3. “CONTRACTOR” shall mean McCracken Construction, LLC.
4. “CONTRACT DATE” shall mean **[insert date]**.
5. “CONTRACT WORK” shall mean as described on Exhibit A.
6. “CONTRACT WORK START DATE” shall mean on or before **[insert date]**
7. “CONTRACT WORK COMPLETION DATE” shall mean on or before **[insert date]**
8. “CONTRACT PRICE” shall mean **#[insert contract price]**.
9. “COMPENSATION” Payment to the Subcontractor will be made as follows: **[insert]**
10. “PROJECT LOCATION”: shall mean **[insert location address]**.
11. “ADDITIONAL INSURED PARTIES” shall mean: (a) **[INSERT]**; (b) and such other parties designated by the Owner. Note: **[Please reference the Additional Insured spreadsheet to add appropriate parties per location. Spreadsheet can be found here: I:\Legal\LEGAL\FORM LIBRARY\Third-Party Vendor Forms\Contractor-Subcontractor Forms\Additional Insured Parties]**.
12. “NOTICES TO SUBCONTRACTOR” **[insert name, address and phone number for subcontractor]**
13. “NOTICES TO ADDITIONAL INSURED PARTIES” C/O Commerce Group, 1280 W. Newport Center Drive, Deerfield Beach, FL. 33442, Phone: 954-570-3531; Fax: 954-360-0807. Email: [\[insert\]@commerce-group.com](mailto:[insert]@commerce-group.com) (and such other parties and addresses as provided to Owner or Subcontractor from time to time).

CONTRACTOR/SUBCONTRACTOR AGREEMENT

EXHIBIT A

The Contract Work, without limitation, shall consist of the following:

[insert scope of work]