



Subcontractor Working Agreement

After due diligence, Sage Built, LLC (hereinafter referred to Sage Built) has chosen _____ (hereinafter referred to Subcontractor) to provide the professional and quality service. Please remind your employees that by following the below listed requirements they will ensure that your company receives prompt payment and continued partnership with Sage Built.

1. Subcontractor agrees to follow all jobsite safety regulations as set forth by all State, Local, and Federal authorities having jurisdiction. Subcontractor also agrees to participate in any of Sage Built's safety meetings as requested by Sage Built's management team.
2. Subcontractor agrees that any employees sent to work on Sage Built's projects will be authorized to work in the United States and have all required badges and/or identification on their person at all times. Subcontractor agrees to ensure that their employees are well trained to provide top quality work.
3. Subcontractor agrees to have its crews clean up the job site at the end of each day or more often as required to maintain a safe working environment. Subcontractor is responsible for any fines caused by their actions or work performed while on Sage Built's job sites. There is to be **NO LOUD MUSIC, PROFANITY, DRUG OR ALCOHOL USE.**
4. Subcontractor agrees to provide proof of sufficient coverage for worker's compensation and general liability coverage as requested by Sage Built, that is to include; coverage for the Subcontractor and any of its employees, agents, or its subcontractors. Sage Built will not release any payments without a current certification of insurance. The certificate of insurance is NOT to be submitted with the Subcontractor's invoice, but rather it is to be submitted **BEFORE ANY WORK BEGINS.** Please fax the certificate of insurance to **919-534-1770** and mail it to **PMB #132, 3434-135 Kildaire Farm Rd. Cary, NC 27518.** Sage Built, LLC should be listed as the certificate holder. Please verify the correct affiliated entity before sending. The Commercial General Liability Policy names as **Additional Insured: Sage Built, its officers, affiliates, heirs and assigns, to the extent applicable on a CG2010 07/04 or CG2037 07/04 Form or equivalent form. Please send a W-9 to the same fax number and address.** In addition, insured coverage shall apply as primary insurance with respect to any other insurance afforded to Sage Built. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of North Carolina and shall be reasonably acceptable to Sage Built. All subcontractors' insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured's whether or not a claim is in litigation.



The insurance limits shall be as follows:

- A. Workers' Compensation and Employers Liability
Statutory Workers Comp in accordance with the law including any "other" State endorsements. Employers Liability insurance with limits of \$100,000/\$500,000/\$100,000.
- B. Commercial General Liability ("CGL") with a combined single limit for Bodily Injury, Personal Injury, and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, including Products/Completed Operations.

Coverage shall provide and encompass at least the following:
 - a. Independent Contractors
 - b. Blanket Contractual Liability covering all Indemnity Agreements
 - c. Occurrence Form
 - d. Endorsement naming Sage Built as Additional Insured
 - e. Waiver of Subrogation
- C. Commercial Automobile Liability (including leased, hired and non-owned autos) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000.

The insurance coverage explained in paragraph 4 above shall be of sufficient type, scope, and duration to ensure coverage for Sage Built of liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of Sage Built in relation to the project. Subcontractor agrees to maintain the above mentioned insurance for the benefit of Sage Built for a period of ten years, or the expiration of the Statute of Limitations pursuant to Code of Civil Procedure, Section 337.15, whichever is later.

Each Certificate of Insurance shall provide that the insurer must give Sage Built at least 30 days prior written notice of cancellation and termination of Sage Built's coverage hereunder. Not less than 2 weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply Sage Built with a new replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy.

- 5. The work performed by the Subcontractor shall be at the risk of the subcontractor exclusively. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless Sage Built, affiliated companies of Sage Built, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns, from and against any and all claims for bodily injury, death, or damage to property, demands, damages, actions, causes of actions, suits losses, judgments, obligations and any liabilities, costs and expenses, which arise or are anyway connected with the work performed, materials furnished, or services provided under this agreement by the Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or



passive. Subcontractor shall not be obligated to indemnify and defend Sage Built for claims found to be due to the sole negligence of willful misconduct of Indemnified Parties.

A **waiver of subrogation** shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged or bodily injury incurred.

The Subcontractor's indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are full and finally barred by applicable laws.

6. Subcontractor understands that their employees and company representatives will dress in a manor that is appropriate for the job. Work boots or other appropriate footwear is required. No open toed shoes will be allowed.
7. Subcontractor understands that Sage Built maintains a drug free work place. Sage Built reserves the right to conduct random drug test on all subcontractors and their employees with or without cause. Any employee found in possession of or under the influence of alcohol or other drugs while on the jobsite or its related properties will be barred from the jobsite and not be allowed to return. Such an occurrence may also cause the Subcontractor to have its contract terminated.
8. English is to be used in any correspondence or communications with Sage Built's management and employees. In the event the Subcontractor provides a crew that does not have at least one person that is fluent in English, then the Subcontractor at their own expense will provide a translator.
9. All prints, construction documents, and related items are to be considered confidential and shall be secured when not in use. In the event that a set of prints is lost or misplaced in part or in whole, Subcontractor agrees to notify Sage Built immediately.
10. Any out of scope work or work that is significantly different from what is called for on the prints or in the scope of work will require a signed change order. Any such work performed without a signed change order is at the Subcontractor's own expense.
11. Sage Built will retain 10 percent of the total bid until final acceptance by Sage Built.
12. Subcontractor agrees to warrant all materials and installations and workmanship against defects and flaws for one year upon Subcontractor's receipt of Sage Built's final payment. This warranty shall be at no additional cost to Sage Built or the customer with whom Sage Built is contracted.
13. Subcontractor understands that failure to appear on the Jobsite on a scheduled workday without prior notice and approval may result in fines, back charges and or termination of the contract.



14. Subcontractor understands that any part of this contract that is found to be unlawful will not affect any other part of this contract.

Subcontractor has read the above guidelines for a subcontractor partnership with Sage Built and agrees to each of those items.

Signature (include Title)

Date

Please Print Name

Company Name