

## **INDEPENDENT SUBCONTRACTOR AGREEMENT**

This document is a binding contract, which will serve as a blanket agreement for and between Eastern Estates Property Management herein known as `EPPM`, and the undersigned referred to hereafter as `Subcontractor`. By signing, Subcontractor and EPPM agree to the terms set forth herein. This agreement shall remain in force from the date hereof and automatically renew from year to year and provided any changes in the terms of this Agreement are mutually agreed to in writing by both EPPM and Subcontractor. The parties agree to the following:

### **GENERAL PERFORMANCE**

All work of the Subcontractor will be performed in a good and workmanlike manner in accordance with the :scope of work` and specifications for each job site project and must comply with all Federal and State laws, codes and regulations and all county and/or municipal ordinances and regulations effective where the work is to be performed under this contract. All permits, fees, taxes and expenses connected with such compliance are to be paid by the Subcontractor.

### **INDEPENDENT CONTRACTOR**

EPPM and Subcontractor agree that the Subcontractor is being hired solely as an Independent Contractor and that neither the Subcontractor, nor his employees shall be deemed to be employees of EPPM. It is expressly understood and accepted that this is not an employment agreement and as such the Subcontractor will have no claim to EPPM benefits or employee considerations, including but not limited to profit sharing, pension, shares or bonuses.

### **DESCRIPTION OF SERVICES**

Refer to `Schedule A` for the list of Subcontractor trade services that Subcontractors generally provide on EPPM projects. It is agreed by both parties that Subcontractor has full control on how these services will be performed subject to it meeting the standards required by EPPM. The Subcontractor warrants that he/she is not violating any other agreement by performing the (checked) `Schedule A` trade services. The Subcontractor guarantees that he/she is competent to provide and perform the trade services, identified on `Schedule A` of this Agreement.

**Action:** Check the `Trade Service Headings` on `Schedule A` that you are qualified to provide and perform for EPPM on its client projects.

### **SUBCONTRACTOR PAYMENT FOR TRADE SERVICES**

The Subcontractor shall be paid the negotiated `Project Amount` representing the entire :scope of work` said Subcontractor has been contracted by EPPM to perform and provide on said EPPM project. Subcontractor will be responsible for honoring said `Project Amount` unless the :scope of work` agreed to has changed or been modified in a significant manner. A separate supplemental `Project Amount` will be negotiated on any additional work required beyond the initial :scope of work` that was agreed to, resulting in two `Project Amounts` payable to Subcontractor. Subcontractor will guarantee `Project Amounts` for 120-days following date of submittal to EPPM. Subcontractors will be paid `Project Amounts` within 15-days following completion of Subcontractor :scope of work` (identified on Subcontractor invoice) to EPPM and satisfactory written acceptance by EPPM client(s).

### **PAYROLL & TAX OBLIGATIONS OF SUBCONTRACTOR**

The Subcontractor agrees to take full responsibility for declaration of income for federal and state tax purposes and for the payment thereof. The Subcontractor will not be liable to EPPM or its agents or employees for any claim, cost or fees arising from the services provided by this Agreement, unless any such claims, costs or fees are judged by the appropriate court to be due to willful misconduct or gross negligence on the part of the Subcontractor or his/her agents.

### **CONFIDENTIALITY**

The Subcontractor acknowledges that during the relationship with EEPM, the Subcontractor may become familiar with its confidential information, including commercial and technical secrets and/or confidential information of clients of EEPM. The Subcontractor agrees that during the period of performing trade services and subsequent thereto, the Subcontractor will not disclose to others or make use of directly or indirectly, any confidential information of EEPM or confidential information of any clients of EEPM or of others who have disclosed it to EEPM, unless for a purpose authorized by EEPM.

### **TIME**

The Subcontractor agrees to promptly begin work as soon as notified by EEPM and to complete the work in a professional and workmanlike manner within a reasonable period of time once work is commenced and in any event by the deadlines established by EEPM in writing. Subcontractor shall cooperate with other trades who are also on the jobsite so that each reasonably may complete their respective work within the required time frames. Subcontractor shall in any event complete Subcontractor's work within a time that will allow any other trade whose work depends on the completion of Subcontractor's work to also complete its work in a timely manner.

At all times, Subcontractor shall provide competent supervision, a sufficient number of skilled workers and adequate and proper materials to maintain EEPM's work schedule. Subcontractor warrants to EEPM that he/she has all proper and necessary licenses and permits to perform the services contracted for by EEPM. If EEPM determines that Subcontractor's work does not conform to the provisions of the scope of work and specifications, or that the work is not of appropriate quality EEPM shall advise Subcontractor, and if Subcontractor does not correct such defects or errors on EEPM's time table, EEPM shall have the right to correct the defects and to charge back the Subcontractor the cost of such corrections.

### **EXTRAS**

No deviations from the work specified in the contract will be permitted or paid for unless a written extra work or change order is first agreed upon and signed as required.

### **ASSIGNMENT**

No assignment of this Subcontractor Agreement by Subcontractor is permitted without prior written permission from EEPM.

### **MECHANICS LIEN**

Subcontractor shall furnish all partial and final lien waivers (waivers refer to the instruments executed by reason of payment or waiver of payment) and release and sworn statements under the Illinois State Mechanic's Lien Law, for Subcontractor and for all Subcontractor's material workers and suppliers in a form satisfactory and acceptable to EEPM as a condition precedent to partial and final payments to Subcontractor hereunder, as may be required by EEPM.

In any lien or other encumbrance or any claim of the nonpayment of labor, materials or supplies furnished to Subcontractor is asserted, claimed or filed against EEPM arising out of the contract or said work hereunder, notwithstanding the furnishing of said lien waivers or sworn statements by Subcontractor on the making of any said payments to Subcontractor, the Subcontractor shall protect, indemnify, hold harmless and defend EEPM, and its successors and assigns, from and against all such liens and encumbrances and all costs, fee, loss, damage and expenses (including, but not limited to attorneys fees and litigation expenses) in connection therewith. Any such assertion or claim may be treated by EEPM as default of the contract and EEPM on behalf of itself may take action as it deems necessary to mitigate its damages and charge the cost and expense thereof to Subcontractor.

### **HOLD HARMLESS**

The Subcontractor agrees to protect, defend and indemnify EEPM against and hold EEPM harmless for any and all claims, demands, liabilities, losses, expenses, suits and actions (including attorney's fees) for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by this subcontract even though such injury, death, or damage may be (or may be alleged to be) attributable in part to negligence or other fault on the part of EEPM or his officers, agents or employees. If EEPM reasonably believes that Subcontractor will or has caused a claim to be made or a lien to be filed against EEPM, EEPM may retain any and all monies due Subcontractor and make such payment to Subcontractor and claimant jointly.

The obligation of the Subcontractor to indemnify and hold EEPM harmless shall not be enforceable if and only if it be determined by arbitration of judicial proceeding that the injury, death or damages complained or was attributable solely to the fault or negligence of EEPM or his/her officers, agents, or employees damages complained or was attributable solely to the fault or negligence of EEPM or his/her officers, agents or employees and not in any manner or in any part attributable to the Subcontractor. The Subcontractor agrees to reimburse EEPM for and not in any manner or in any part attributable to the Subcontractor. The Subcontractor agrees to reimburse the EEPM for all sums, which EEPM may pay or be compelled to pay in settlement of any claim hereunder, including any claim under the provisions of any workmen's compensation law or any plan for employee's benefits, which EEPM may adopt. EEPM shall be entitled to withhold for payment otherwise due pursuant to this subcontract such amount of amounts as may be reasonably necessary to protect it against liability for any personal injury, death or property damage resulting from the performance of the work hereunder.

### **CLEAN-UP**

Subcontractor agrees to clean up all debris, trash, and refuse generated by his/her own trade at the end of each day and deposit into trash bin or dumpster provided by EEPM, and shall clean all walls, floors and other finished surfaces soiled as a result of his trade into trash bin or dumpster provided by EEPM, and shall clean all walls, floors and other finished surfaces soiled as a result of his/her trade. Subcontractor further agrees to deposit into trash bin or dumpster all boxes, crates, or containers that may have been used to bring materials to the job site.

Subcontractor agrees to leave the job broom clean for the next trade. In the event the Subcontractor fails to comply with the above after receiving the proper notice of the problem and the opportunity to correct it EEPM may back charge the Subcontractor for the cost of the debris removal and clean up. The Subcontractor should report to EEPM if the job has not been cleaned within acceptable practices by the prior Subcontractor.

### **DEFAULT**

If Subcontractor shall default in the performance of any of his duties or obligations hereunder, and such default shall continue after verbal or written notice EEPM may immediately terminate this Agreement. Subcontractor shall be due only such sums for approved work up until termination and shall furnish lien waivers to EEPM upon termination and payment.

### **CARE OF MATERIALS**

Subcontractor agrees to be diligent in the proper care of any materials that may be supplied by EEPM. All usable materials are to be stored in an orderly way that protects them from wind, moisture and provides general site safety. All non-usable materials are to be properly disposed of in trash bins or dumpsters provided. EEPM may at its discretion hold Subcontractor accountable for value of materials damaged by negligent Subcontractor care. EEPM may back charge the Subcontractor for the cost of materials, deemed by EEPM to be damaged by negligent Subcontractor care. Subcontractor promptly shall notify EEPM of any defects in any materials supplied by EEPM.



## **PAYMENT**

EEPM shall provide the client approved :scope of work~ completion date for Subcontractor to submit `Project Amount\_ invoices for the work performed. Invoices not received by the stated time will be processed and paid in the next pay period. Invoices in question will be held in their entirety until the disputed charge is resolved. Payment for a disputed charge may be held from the Subcontractor's total payment regardless of the specific project in dispute.

## **INSURANCE**

Subcontractors shall provide EEPM at the time of the signing of this Agreement with a :Certificate of Insurance~ showing the following insurance and to provide evidence of such insurance to qualify as a Subcontractor for EEPM. EEPM will retain the Subcontractor :Certificate of Insurance~ in its records for future projects with Subcontractor.

Commercial General Liability coverage with an insurance carrier rated A or better by A. M. Best with limits equal to or exceeding:

- \$500,000 Combined Single Limit each occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate

EEPM is to be named as `Additional Insured\_ on Subcontractor's policy

Workers Compensation Insurance must cover all persons performing work at EEPM's job sites including, but not limited to any principles or officers of the Subcontractor, employees of the Subcontractor and subcontractors of the Subcontractor. Further, Subcontractor, including but not limited to a sole proprietor who has one or more employees shall also provide, at his/her own expense, a current :Certificate of Worker's Compensation Insurance~. Subcontractor agrees to inform EEPM immediately in the event of any changes in coverage, including without limitation cancellation, non-renewal or limitations on coverage.

## **HEALTH AND SAFETY**

Subcontractor agrees to exercise all precautions necessary to prevent accidents to himself, his workers, and all others. If applicable Subcontractor shall supply at his/her own expense all protective eye wear, ear protection, head protection, etc. to his/her workers. The Subcontractor will at his/her own expense comply with all specific health and safety requirements of the Federal Occupational Safety and Health Act, Illinois Occupational Safety and Health Act, and any other applicable authority. The Subcontractor also agrees to defend at his/her own expense and be responsible for penalties of any nature assessed by such agencies for non-compliance by himself/herself or his/her employees or agents. Subcontractor agrees that he/she and all his/her employees have undergone proper safety training and have been properly trained and educated with regard to any hazardous material used in conjunction with the trade as required by the State or Federal law or as mutually agreed to by both parties. Subcontractor shall inform EEPM of any hazardous materials, containers or waste found at the job site so EEPM can remove from the job site and disposed of properly.

## **CONDUCT**

Subcontractor agrees that all company employees and agents of the Subcontractor shall conduct themselves in a professional manner at all times. Subcontractor further agrees that all company employees and agents shall not use or be under the influence of alcoholic beverages or drugs on the job site. Subcontractor agrees that in the event of any kind of accident on the job site where Subcontractor or employees and/or agents of the Subcontractor are present, any or all present shall immediately submit to drug testing as may be required by law enforcement. Additionally, Subcontractor further agrees to not enter into any agreement with any EEPM's client for a period of one-year following completion of job site work.



**ARBITRATION**

It is hereby agreed that should any dispute occur respecting the provisions of this Agreement or of the true meaning of the :scope of work~ or specifications it shall be decided by binding arbitration and said arbitration shall be the sole remedy for dispute resolution. Such arbitration shall be three disinterested parties, one of which arbitrator shall be selected by Subcontractor, one by Builder and the third shall be selected by the two arbitrators so chosen. The decision of a majority of said arbitrators shall be binding, final and conclusive upon the parties hereto. The expense of such arbitration is to be borne equally by EEPM and Subcontractor.

Initials: (EEPM) \_\_\_\_\_ (Subcontractor)\_\_\_\_\_

**WARRANTY**

Subcontractor shall warrant against any defects in workmanship and/or materials, which were supplied by Subcontractor, for a period of one-year following the date the :scope of work~ is completed by Subcontractor at said job site.

**ENTIRE AGREEMENT**

This Agreement, including `Schedule A\_ constitutes the sole and entire agreement between EEPM and Subcontractor with regard to the subject matter hereof and both parties waive the right to rely on any alleged express provision not contained herein. By signing below, the Subcontractor certifies under the penalty of perjury that the company name and address given is the Subcontractor's legal name, address and identification number.

**AGREED TO BY:**

_____	Eastern Estates Property Management (Known as EEPM)
Name of Subcontractor and/or Corporate Name	
_____	610 Herndon Pkwy Suite 900A
Address	
_____	Herndon, VA 20170
State, Zip Code	
_____	
Print Name	
_____	
Title	
_____	_____
Signature	Signature/Representative of EEPM
_____	_____
Date of Signature	Date of Signature

Company EIN# or SS# for Conducting Business: \_\_\_\_\_

**“Schedule A”**

Check the desired **“Trade Service Headings”** that represent the trade services you are qualified to provide and perform for Eastern Estate Property Management. Refer to the EEPM :Scope of Work~ descriptions for these **“Headings”**

**“Trade Service Headings”**

- |   |  |
|---|--|
| <input type="checkbox"/> Interior Trash Out                 | <input type="checkbox"/> Construction Cleanup          |
| <input type="checkbox"/> Exterior Trash Out                 | <input type="checkbox"/> Disaster Cleanup              |
| <input type="checkbox"/> Interior Cleaning & Deodorization  | <input type="checkbox"/> Hazardous Waste Disposal      |
| <input type="checkbox"/> Property Re-Keying & Securing      | <input type="checkbox"/> Home Staging                  |
| <input type="checkbox"/> Emergency Safety Repairs           | <input type="checkbox"/> Kitchens (Remodeling & New)   |
| <input type="checkbox"/> Lawn & Landscaping Service         | <input type="checkbox"/> Bathrooms (Remodeling & New)  |
| <input type="checkbox"/> Tree Trimming & Cutting            | <input type="checkbox"/> Major Demolition              |
| <input type="checkbox"/> Tree Cut-Down & Removal            | <input type="checkbox"/> Concrete Foundation Repair    |
| <input type="checkbox"/> Snow Removal                       | <input type="checkbox"/> Siding (Repair & Replacement) |
| <input type="checkbox"/> Winterization Service              | <input type="checkbox"/> Stucco (Repair & Replacement) |
| <input type="checkbox"/> De-Winterization Service           | <input type="checkbox"/> Electrical                    |
| <input type="checkbox"/> Major Renovation                   | <input type="checkbox"/> Plumbing                      |
| <input type="checkbox"/> Property Maintenance (check below) | <input type="checkbox"/> Carpentry                     |
| <input type="checkbox"/> Interior Maintenance               | <input type="checkbox"/> HVAC                          |
| <input type="checkbox"/> Exterior Maintenance               | <input type="checkbox"/> Painting (Interior)           |
| <input type="checkbox"/> Yard Maintenance                   | <input type="checkbox"/> Painting (Exterior)           |
| <input type="checkbox"/> New Landscaping                    | <input type="checkbox"/> Roof Repair                   |
| <input type="checkbox"/> Property Rehabilitation            | <input type="checkbox"/> Roof Replacement              |
| <input type="checkbox"/> Rental Rehabilitation              | <input type="checkbox"/> Dumpster Service              |
| <input type="checkbox"/> Trash Pickup Service               | Other _____  |