

This Agreement made this ____ day of _____, by and between FARRIOR & SONS, INC., hereinafter called the Contractor, and _____ Telephone: _____ hereinafter called the Subcontractor.

The Subcontractor agrees to furnish all materials and/or labor to perform all work necessary to complete the work required on _____ No: _____ including description of work as follows: _____ as per plans and specifications as prepared by _____.

Now therefore, in consideration of the premises and the mutual covenants herein contained, the Contractor and the Subcontractor do hereby agree:

FIRST: The Subcontractor agrees to begin said work within Five (5) days from notification from Project Manager or Superintendent. Subcontractor agrees to keep the progress of his work up with the progress of the General Contractor and Project as determined by the Project Manager or Superintendent. Subcontractor agrees to be on site a full forty hours a week and to keep the progress of his work up with the progress of the General Contractor with all work to be done in an acceptable manner to the Contractor and Owner. **NO SUNDAY WORK WILL BE ALLOWED!**

SECOND: The Subcontractor shall indemnify the Contractor for all costs of Contractor associated with the Subcontractor's delay.

THIRD: The Subcontractor shall take out and pay for Worker's Compensation and Public/Commercial General Liability Insurance. **Refer to "Insurance Requirements for Subcontractors" and Sample "Certificate of Liability Insurance"**. Certificate of Insurance showing required coverage MUST be in Contractor's office before Subcontractor starts any work for Contractor and before any payments are made to Subcontractor. Farrior & Sons, Inc., will be named as "Additional Insured" on the Public/Commercial Liability Policy. The insurance provided by Subcontractor will be primary over any other collectible insurance and Subcontractor agrees to waive all rights of subrogation against Contractor, its agents, and assigns.

FOURTH: **Prior to payment, Subcontractor will supply Farrior and Sons, Inc. with a list of all Second Tier and Third Tier Subcontractors and Suppliers with amounts and contact information. Farrior reserves the right to enter into a joint checking agreement with any and/or all Second and Third Tier Subcontractors and Suppliers.**

FIFTH: The Subcontractor shall pay all sales taxes, old age benefit and unemployment compensation taxes upon the material and labor furnished under this contract as required by the United States Government and the State in which the work is performed.

SIXTH: The Subcontractor will be responsible to complete all their work in compliance with all local, state, and federal building codes including ADA codes.

SEVENTH: No extra work or changes under this contract, including quantum merit, unjust enrichment, or any other legal or equitable claim, will be recognized or paid for unless agreed to in writing before the work is done or the changes made. Only the Project Manager and Project Estimator have the authority to sign Change Orders. Project Superintendents and Foremen DO NOT have this authority.

EIGHTH: The "General Conditions" of the specifications for this project are hereby declared part of this Agreement where applicable and shall have the same full force and effect as if written herein.

NINTH: This Agreement shall not be assigned by the Subcontractor without first obtaining permission in writing from the Contractor.

TENTH: The Subcontractor will clean up his work area daily. If the Contractor has to clean up after the Subcontractor, the cost of such will be charged to the Subcontractor and deducted.

ELEVENTH: The Subcontractor will be responsible for receiving and storing his materials on the job site. Contractor shall not be liable for damage of any kind including but not limited to theft or vandalism.

TWELFTH: To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless Owner, Architect, Architects consultants, and Contractor from all damages, losses, or expenses, including attorneys fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims of damage to tangible property, other than the work itself. This indemnification shall extend to claims resulting from performance of this Subcontract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of Subcontractor or any of its agents, employees, or subcontractors. The obligation of the Subcontractor under this Article shall not extend to claims or losses that are primarily caused by the Architect or Architect's consultant's performance or failure to perform professional responsibilities.

THIRTEENTH: The Subcontractor will not be granted any additional time or money associated with discrepancies in the contract documents, plans or specifications, if such discrepancies are not reported within 7 days of date of this Subcontract agreement in writing.

FOURTEENTH: The Subcontractor is required to submit Five (5) copies of Submittals within Ten (10) days from the date of this Subcontractor Agreement. The Subcontractor will not deviate from specified materials without prior written approval. Four (4) copies of Operations and Service Manuals are due 30 days after Subcontractor's receipt of approved Shop Drawings. Monthly payment request will be withheld by Contractor until this requirement is met.

FIFTEENTH: All Subcontractors are required to follow standard safety procedures, especially in regard to wearing hard hats, safety glasses and steel-toed shoes. All on-site personnel are required to attend Farrior's Tuesday morning safety meetings. Compliance with all Federal, State of North Carolina and Standard OSHA Safety Regulations are a requirement of this Agreement. Any fines levied against Contractor because of Subcontractor actions will be deducted from your contract amount.

SIXTEENTH: The Subcontractor agrees that when working at industrial plants and/or for Owners who have established "Rules and Regulations" and Safety Programs for Contractors and Subcontractors to fully comply with said regulations and programs. Non-compliance will result in ejection from the job site.

SEVENTEENTH: The Subcontractor agrees to maintain good conduct and clean appearance while on the job site. Sleeved shirts and long pants are required. Profane language is not permitted on this work site nor will you be allowed to have vulgar, explicit, or graphic artwork or wording on work clothing.

EIGHTEENTH: If the Subcontractor shall fail to carry forward and complete this work as provided in this Agreement, or if he should become insolvent or should fail to make prompt payment for materials or labor used in this project, or should fail to coordinate his work with other subcontractors working on the project, or should fail to comply with applicable portions of laws and building codes, or if he should otherwise be guilty of a breach of this Agreement or any other contract with Contractor, as determined by Contractor in its sole discretion, then Contractor may, without prejudice to any other right or remedy, notify Subcontractor of such breach or failure. If Subcontractor fails to cure such breach or failure within 48 hours of delivery of such notice, then Contractor may terminate this Agreement upon 48 hours prior notice to Subcontractor. Upon such termination, Contractor may take control of the work covered by this Agreement and may take possession of all materials and instruments thereon and complete the work. In such case, if the amount owed the Subcontractor shall exceed the expenses of finishing the work, including compensation for expenses made necessary by the termination of the Agreement, then the excess shall be paid to the Subcontractor upon completion of the work and final payment for the work by Owner. If such expense is greater than such unpaid balance, the Subcontractor immediately shall pay the difference to Contractor. Subcontractor shall be liable for all expenses, costs, and damages incurred by Contractor as a result of any termination of this Agreement. Subcontractor shall not remove any materials or instruments from the work site at any time without Contractor's prior consent. Any waiver of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any other provision or of any subsequent breach or failure of the same provision.

NINETEENTH: Subcontractor warrants their work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period of one (1) year from the date of the Certificate of Occupancy of the Project or per Contract Documents, whichever is longer.

IN CONSIDERATION WHEREOF, the said Contractor agrees that he will pay to the said Subcontractor the sum of _____ for said material and work. Said amount to be paid as follows: **Ninety percent (90%)** of all labor and material which has been placed in position by said Subcontractor and submitted to the Contractor by written request on or before the **25th** day of the month to be paid on or about the **15th** day of the following month or within 3 days after we receive payment from Owner. The said Contractor shall make final payment to the said Subcontractor within **Thirty (30)** days after the Subcontractor shall have completed his work to the full satisfaction of the Contractor and Owner, or 10 days after Contractor receives final payment, whichever is the later date. These payments are subject to receipt of such lien waivers, affidavits, warranties, and guarantees required by the Contract Documents or Contractor.

The Contractor and the Subcontractor for themselves, their successors, executors, administrators and assigns, hereby bind themselves to the full performance of the terms and covenants of this Agreement.

IN WITNESS WHEREOF, they have executed this Agreement:

_____ By: _____ Title: Project Manager Date: _____
(Witness) Farrior & Sons, Inc.

_____ By: _____ Title: _____ Date: _____
(Witness)

(For Internal Use Only – _____)