

JMJ BUILDERS, LLC
SUBCONTRACTOR AGREEMENT

The undersigned _____ **Subcontractor** proposes to perform all work necessary and to furnish all equipment, materials, tools, labor and all appliances necessary to fulfill completion of said work to the full satisfaction of the architect, engineer and/or contractor, as the case may be, in a first class and workmanlike manner at the price hereafter set forth.

Store/Office Address:

Description of Work: Per plans dated _____ and Proposal dated _____
The Subcontractor agrees to promptly begin work as soon as notified by Contractor and work shall be fully completed on or before _____

Subcontractor shall be responsible for paying for worker's compensation, general liability, property damage and all other insurance as required by the owner, contractor or the laws of the state in which the work is being performed. Subcontractor shall provide a certificate of insurance to JMJ Builders, LLC showing proof of worker's compensation insurance and general liability insurance with minimum \$1,000,000 coverage per occurrence. The certificate shall name JMJ Builders, LLC as certificate holder and an additional insured and should be received prior to beginning work on the job. Subcontractor is also required to present additional insurance for any subcontractor doing work for original subcontractor. Subcontractor shall pay all sales taxes, employment taxes, unemployment compensation taxes and special assessments or fees as applicable upon the material and labor furnished under this contract as may be required by federal, state, county and city authorities in which the work is performed.

Subcontractor shall indemnify and hold harmless JMJ Builders from all damages, losses or expenses, including attorney fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the work itself. This indemnification shall extend to claims resulting from performance of this Subcontractor and shall apply only to the extent that the claim of loss is caused in whole or in part by any negligent act or omission of the Subcontractor or any of its agents, employees or subcontractors.

No extra work or changes under this contract will be recognized or paid for unless agreed to in writing from the office by a Project Manager or Officer of JMJ Builders before the work is done or the changes are made. Written approval must be obtained before work is done.

The Prime Contractor hereby agrees to pay the sum of _____ within 30 days of completion of said work, a 10% retainage shall be held until the Contractor is free and clear of all liens including suppliers, along with a properly executed lien waivers and its acceptance by the undersigned Contractor. The retainage amount shall then be paid only upon the timely completion of any punch-out items and the acceptance in writing from the owner or owner's representative, as well as the receipt of the original executed lien waiver.

Subcontractor shall complete each phase of work in a timely manner as designated per attached schedule or as directed by the On-site Representative of JMJ Builders, LLC.

Should Subcontractor fail to respond to the Contractor's request to perform his work in a timely manner so as not to hold up the progress of the job, Subcontractor agrees that Contractor may bring in another _____ **Subcontractor** to finish the job and deduct any money paid to second Subcontractor from the amount of this contract price.

The Subcontractor shall provide warranties and guarantees for replacement or repair of any defects due to faulty material, equipment or workmanship or due to a failure to follow the owner's plans or specifications, without expense to the Contractor for a period of one (1) year from the date of final acceptance. This is in addition to any other guarantee or warranty of any manufacturer of any equipment or component provided by the Subcontractor.

This contract shall in all respects be governed by and construed in accordance with the laws of the State of Georgia.

On your acknowledgment and acceptance by signing below, this Agreement shall be deemed effective this ____ day of _____.

Subcontractor Signature

Mike Rushing Vice President
JMJ Builders, LLC

Company Name

Date: _____