



SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (this "Agreement") is made effective as of _____, by and between Green Construction & Engineering, LLC., of GCE Address, GCE City, Florida 33602 ("GCE") and Subcontractor, of Subcontractor Address, Subcontractor City, Florida 33999 ("SUB").

RECITALS

GCE has entered into a contract dated _____ (the "Original Contract") with GCE Owner of Owner Address, Owner City, Florida 33999 ("Owner"). Under the Original Contract, GCE has agreed to New Construction Services or Renovation/Remediation Services as described in the Construction Plans and addendums.. GCE wishes to subcontract with SUB for a portion of the services contemplated by the Original Contract. SUB is willing to provide such services.

AGREEMENT

Therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Description of Services. Beginning on _____, SUB will provide the following services and/or materials (collectively, the "Services"): Subcontractor Construction Services as described in this agreement.. These services will be performed at the following address: Project Address, Project City, Florida Postal Code.

SUB will complete the Services strictly in accordance with any applicable plans and specifications as contained in the Original Contract, and in a workmanlike manner, meeting all local and state building codes, including the Uniform Building Code or other applicable local regulations.

2. Payment for Services. In exchange for the Services, GCE will pay SUB in the amount of \$0.00. Payment will be made, less retainage, not later than fourteen days after the Services have been completed. GCE will withhold no more retention from SUB than is being withheld by Owner from GCE with respect to SUB's work. The retained amount shall be paid by GCE within 14 days after completion of the Services and acceptance of those Services by Owner or Owner's designated agent. SUB will, if requested, provide final lien waivers upon final payment of all sums due SUB.

3. Completion. All Services shall be completed by SUB on or before _____.

4. Permits. GCE shall be solely responsible for obtaining and paying for all necessary permits, licenses, and any other instruments required to perform the Services. SUB will fully cooperate with

GCE in the obtaining of any permits and licenses, as necessary.

5. Indemnity and Insurance.

a. SUB agrees to indemnify and hold harmless GCE, Owner, Design Professionals, and their respective agents and assigns from all claims, losses, damages, expenses, fees including attorney fees, costs, settlements and judgments arising out of the performance of SUB or resulting in whole or in part from the actual or alleged acts, omissions, or breaches of this Subcontract by SUB, or the violation of any relevant laws by SUB or its employees, agents or others under its control while performing the Services under this subcontract.

b. SUB shall maintain insurance policies, of each and every type, and with provisions and coverage amounts substantially identical to, corresponding requirements of GCE as described by the terms of the Original Contract. SUB shall provide GCE with written proof of compliance with this paragraph prior to the commencement of the Services.

6. Change Orders. If Owner requests or requires any change either expanding or limiting the work to be performed under the Original Contract, SUB shall accept such change orders. GCE agrees to provide SUB with written notice of any such change orders as soon as practical after GCE receives such notice. Any resulting increase or decrease in the subcontract price provided for in Paragraph 2 must be in writing, mutually agreed to, and signed by both parties. If the parties are unable to reach an agreement regarding any price adjustment for a change order, SUB will proceed with the change order work and the matter shall be submitted to arbitration under the laws of Florida within thirty days from the issuance of the change order. Such arbitration shall set the change order price allowing GCE a reasonable profit, after considering direct costs and reasonable overhead expenses.

7. Unforeseen Conditions and Acts of God.

a. Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during construction, shall be the sole responsibility of GCE. Further, SUB shall not be held responsible for reasonable delays caused by such conditions.

b. This Agreement is subject to *force majeure*, including without limitation, accidents, acts of God, fire, explosion, vandalism, storm, weather conditions, labor strikes, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the parties. SUB shall not be held responsible for reasonable delays caused by such events, but shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance.

c. Nothing in this Agreement shall preclude SUB's claims for recovery of delay damages caused by GCE, Owner, Design Professionals or parties other than Subcontractor, its employees, agents or others under Subcontractor's control on this project.

8. Default. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure of GCE to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure of SUB to deliver the Services in the time and manner provided for in this Agreement.

9. Remedies on Default. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this Agreement if the default is not cured within 14 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

10. Relationship of the Parties. The provisions of this Agreement are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between GCE and SUB other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Agreement. Similarly, SUB expressly acknowledges that SUB is not an agent, employee or representative of Owner and covenants to represent itself accordingly.

11. Access, Signage Rights and Design Plans.

- a. During the term of this Agreement, SUB shall have at all times reasonable access to the construction site, and both SUB and GCE will take all reasonable steps necessary to coordinate the progress of construction with other subcontractors so that the project can be completed in a timely manner.
- b. During the term of this Agreement, SUB may erect one temporary sign showing its name, service mark, trade name or other commercial name, identifying SUB as performing services on the construction project. The sign must be appropriate in appearance, style and size, and must conform to all applicable federal, state and local laws.
- c. GCE will make available to SUB all plans, specifications, drawings, blueprints, and similar construction documents necessary for SUB to provide the Services. Any such materials shall

remain the property of GCE. SUB will promptly return all such materials to GCE upon completion of the Services.

12. Notices. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

13. Entire Agreement. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

14. Waiver. No waiver by either party of any breach of this Agreement shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

15. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. Amendment. This Agreement may be modified or amended only if made in writing and signed by both parties.

17. Applicable Law. This Agreement shall be governed by the laws of the State of Florida.

18. Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

19. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement, other than those described in the Section entitled "Change Orders," will be submitted to mediation in accordance with any statutory rules of mediation in the State of Florida. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

20. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, representatives, successors and assigns.

21. Signatories. This Agreement shall be signed by Thomas Green III, President on behalf of Green Construction & Engineering, LLC. and by Subcontractor, Officer on behalf of Subcontractor and shall be effective as of the date first written above.

SUBCONTRACTOR:

Subcontractor

By: _____
Subcontractor
Officer

GENERAL CONTRACTOR:

Green Construction & Engineering, LLC.

By: _____
Thomas Green III
President