



Subcontractor Partner Packet

Subcontractor Agreement 

Required Documentation Checklist 

CONTACT INFORMATION

Company Name: _____

Phone: () _____ - _____

Email: _____

Address: _____

Subcontractor Agreement

This Agreement, as negotiated herein, is entered into by and between _____, “Subcontractor” and Reliable Building Services Inc. (RBS Inc.), “Contractor.”

Subcontractor and the Contractor hereby agree as follows:

Article 1. Statement of Work:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and conditions negotiated by the parties for particular projects, Contractor and Subcontractor hereby agree that the terms and conditions of this Subcontractor Agreement (the “Agreement”) shall apply whenever Subcontractor provides services to Contractor.

Article 2. Insurance:

The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

A. Workers’ Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers’ compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor’s employees. The Subcontractor shall also obtain a minimum of \$500,000 of Employers’ Liability insurance policy limit for deceased, \$100,000 per accident for deceased, and \$100,000 for each accident . Certificates of insurance must include a waiver of subrogation in favor of Contractor.

B. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting there from arising out of the services to be performed by the Subcontractor, in an amount not less than \$500,000 for any one occurrence, \$2,000,000 general aggregate (subject to a per project general aggregate provision), \$2,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall be obtained and shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and Contractor as well as its directors, officers and employees shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement.

C. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries and death resulting therefrom and for property belonging to other than the Subcontractor caused by highway licensed vehicles of or used by the Subcontractor in an amount not less than: \$1,000,000 for any one person; \$1,000,000 for bodily injury for any one occurrence; and \$1,000,000 for property damage for combined single limit or equivalent thereof. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment and Contractor shall be named as an additional insured on such policy.

The Subcontractor’s insurance coverage shall be primary insurance as respects work on this project for Contractor, its directors, officers, and employees. Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor’s insurance. The Contractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. The Subcontractor hereby waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers’ Compensation or Employer’s Liability Act. Subcontractor shall require its insurer to notify Contractor thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies. To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the Subcontractor. Insurance shall be placed with insurers with a Best rating of not less than **A-**.

Article 3. Indemnification and Arbitration:

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorneys fees, arising from or in any way connected with the work performed, materials furnished, or services provided to Contractor during the term of this Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

Article 4. Warranty:

Subcontractor warrants its work for a period of 1 year(s) against all defects in materials or workmanship.

Article 5. Deviations from Work:

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.

Article 6. Conduct and Safety:

Subcontractor agrees that he, his employees and other agents shall conduct themselves in a professional manner at all times. Foul language, loud music or anything else that customers or other subcontractors may find offensive will be closely monitored on the work site. All workers are required to leave the work site and be at or in their vehicles if they choose to smoke. Additionally, all workers will be required to be fully clothed at the work site at all times.

The Subcontractor further agrees that, himself, his employees and agents shall not use or be under the influence of alcoholic beverages or drugs on the work site. Subcontractor agrees that in the event of any kind of accident on the work site where the subcontractor, employees and/or agents are present, any or all present will submit to drug testing under Contractor's drug policy.

Subcontractor agrees to exercise all precautions necessary to prevent accidents to himself, his workers, and all others. The Subcontractor will at his own expense comply with all specific health and safety requirements of the Federal and State occupational safety and health laws and regulations, and any other applicable authority. The Subcontractor will also be responsible for penalties of any nature assessed by such agencies for non-compliance by himself or his employees or agents.

Subcontractor that himself, his employees and agents have undergone proper safety training and have been properly trained and educated on all equipment, materials and, if applicable, any hazardous chemicals used in conjunction with the trade as required by State or Federal law or as mutually agreed to by both parties. Any hazardous materials, containers, or waste left at a work site by the Subcontractor will be removed and disposed of properly at the Subcontractor's expense.

Article 7. Clean-Up and Material Care:

Subcontractor will clean up all debris and trash generated by his trade at the end of each work day and deposit it into the trash bin provided by the Contractor. Additionally, any boxes, crates, or containers that may have been used to bring materials or fixtures to the work site also need be placed in the provided trash bin. If the Subcontractor fails to comply after receiving proper notice of the problem and the opportunity to correct it, Contractor may back charge the Subcontractor for the cost of the debris removal and clean up. The subcontractor should report to Contractor if the job has not been cleaned within acceptable practices by the prior Subcontractor.

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All usable materials are to be stored properly to protect them from wind, moisture, and provides general site safety. All non-usable materials are to be culled and returned to the supplier for credit, or if not returnable, such material shall be properly disposed of in trash bins provided. The Contractor may at its discretion hold Subcontractor accountable for value of materials damaged by negligent Subcontractor care. Subcontractor promptly shall notify Contractor of any defects in any materials supplied by Contractor.

Article 8. Independent Contractor:

Subcontractor is an independent contractor and not an employee of Contractor.

Article 9. Accountability Clause:

If for any reason the Contractor is not on time to a work site that causes a delay in work time availability the Contractor will pay the Subcontractor a fee of **\$100**. Likewise, if the Subcontractor can not complete work by the specified due date the Subcontractor with pay the Contractor a fee of **\$100**.

Article 10. Payment:

To receive payment, the Subcontractor will need to have invoices, for work completed, submitted by EOB Friday the same week to receive payment by Friday of the following week. **Invoices will not be processed if work being performed is not 100% complete. Completion of work includes job site clean up, as outlined in Article 7. The only exception will be if pre-arranged draws have been set up with a Reliable Building Services Project Manager.**

Checks can be picked up at the Reliable Building Services Inc. office between the hours of 8 a.m.-4 p.m. every Friday. Invoices received after Friday at 4 p.m. will be paid in the next pay period and can be picked up the following Friday. Checks that are not picked up by 4 p.m. Friday will be mailed. Invoices in question will be held in their entirety until the disputed charge(s) is resolved. Payment for a disputed charge may be held from the Subcontractor's total payment regardless of the specific project in dispute.

This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

This Agreement is governed by the laws of the State of Tennessee. Any amendment(s) must be given in Writing.

*Exclusivity

Subcontractor understands that by signing this Agreement, it is appointing Reliable Building Services, Inc. (RBS) as an exclusive representative with respect to Customers to whom RBS introduces and/or retains for work to be completed. Subcontractor agrees that the relationship between Subcontractor and any such Customers begins upon initial disclosure of a potential assignment from RBS. During the term of this Agreement and for twelve (12) months following Customer introduction, Subcontractor shall not directly or indirectly, either as an organization, individual or employee solicit or accept, or advise anyone to solicit or accept, any business that competes directly with RBS from any such Customers. In Addition, Subcontractor shall not directly or indirectly use or make available to any person, firm or corporation the knowledge of the business RBS gained by Subcontractor during the term of this Agreement (12 months).

SUBCONTRACTOR

CONTRACTOR

Company: _____

Company: **Reliable Building Services, Inc.**

By: _____

By: **David Widmaier**

Title: _____

Title: **President**

Date: _____

Signature: _____

Photography & Video Consent

Photograph & Video Consent Form

I, _____, hereby authorize the use, reproduction and publishing of photographs and videos without compensation taken by Reliable Building Services, Inc. (RBS) on any RBS project that include my image or likeness. I understand that this material may be used in various publications and/or websites, for any lawful purpose including publicity, advertising, or journalism. These materials may also be cropped, edited or retouched without my further approval, but may not be used to create derivative works. This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. I also release RBS and companies, agents and employees from all claims, demands, liabilities whatsoever in connection with the above.

Yes, I consent for Reliable Building Services, Inc. to photograph/video me, work and/or property.

No, I do not consent for Reliable Building Services, Inc. to photograph/video me, work and/or property.

By signing this agreement, I also certify that I am above 18 years old and legally authorized to sign contracts on my own behalf.

Signature: _____

Required Documentation Checklist

Proof of Worker's Comp. Insurance/Tax Exempt

Proof of Liability Insurance

Proof of Automotive Liability Insurance

If you do not have Insurance we do have available options.

Reliable Building Services, Inc.

511 Park Street
Greeneville, TN 37743
(423) 342-4331 | Fax (866) 593-3692

Copy of Business License

• *(If not otherwise stated,
please state if license is City,
State or Limited)*

W9 Request for Taxpayer ID No. & Cert.

• [Click here](#) for a printable W9
Form

Photo & Video Consent Form