



Subcontractor Agreement

This agreement is made between **Harbor Builders Associates** (hereinafter referred to as “**Contractor**”) and _____ (hereinafter referred to as “**Subcontractor**”).

- 1) **Terms:** Subcontractor agrees that the requirements in this agreement apply to ALL work performed by Subcontractor for Contractor regardless of when or where the work is performed and regardless of the specific project on which the work is performed. Subcontractor also agrees that the terms of any other agreement(s) between the parties do not extinguish or supersede the requirements of this agreement.
- 2) **Insurance:** Subcontractor must provide Contractor with certificates of insurance as outlined below. Subcontractor must provide replacement certificates prior to expiration of required policies.
 - a) General Liability Insurance coverage with minimum limit of \$1M per occurrence and \$2M Aggregate, naming Harbor Builders Associates as Additional Insured.
 - b) Commercial Auto Liability coverage (if applicable) with a minimum limit of \$1M Combined Single Limit, naming Harbor Builders Associates as Additional Insured.
 - c) Workers Compensation Insurance coverage -or- for Independent Contractors, a Predetermination of Independent Contractor Status (application form WCB-261).
 - d) The three coverages listed above in 2a,2b,2c (GL, CA, & WC coverages) must be provided on a Primary and Noncontributory basis and include a Waiver of Subrogation (WOS).
- 3) **Safety:** Subcontractor agrees that the safety of workers engaged by Subcontractor is solely its responsibility. Subcontractor must comply with all applicable safety federal, state and local laws, rules, regulations, statutes, ordinances and directives that are in force or may come into force during the work. Subcontractor must submit copies of all accident or injury reports to Contractor as soon as practicable.
- 4) **Indemnity:** The work performed by Subcontractor shall be at its exclusive risk. To the fullest extent permitted by law, Subcontractor will defend, indemnify and hold harmless all indemnified parties from any and all claims including attorney fees for defense, liability, losses, claims, demands, costs, expenses, judgements, bodily injury, death, property damage or loss, including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by Subcontractor, Subcontractor’s subcontractors or anyone employed directly or indirectly by any of them under this agreement.

Indemnified parties include the Contractor, clients of Contractor, affiliated companies, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and their assigns.

Subcontractor is not obligated to indemnify or defend Contractor or clients of Contractor for claims due to the sole negligence or willful misconduct of indemnified parties. Contractor will indemnify and protect Subcontractor from and against all claims including attorney fees for defense, liability, losses, claims, demands, costs, expenses, judgements, bodily injury, death, property damage or loss for which Contractor is at fault.

- 5) **Additional Provisions:**
 - a) Subcontractor must provide a Federal Form W-9 and update as required by law.
 - b) No payments made under this agreement will serve as Contractor’s admission that Subcontractor has complied in full or in part with this agreement if in fact the case shows otherwise.
- 6) **Signatures:** This agreement is entered into by the parties listed below.

Contractor:

Harbor Builders Associates
PO Box 450, 47 Main St, Ste 1, Tenants Harbor, ME 04860

Signature: _____

Print Name: _____

Title: _____

Date: _____

Subcontractor:

Name: _____

Address: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____