



COMPLETE ROOFING & RESTORATION SOLUTIONS



**4012 N. Old Wire Rd.
Fayetteville, AR 72703**

MASTER SUBCONTRACTOR AGREEMENT

This Master Subcontractor Agreement is entered between
Tigerdogs Restoration llc dba Complete Roofing & Restoration Solutions of Northwest Arkansas, LLC
(CRS)
of 4012 N Old Wire Rd, Fayetteville, AR 72703

And
Of _____

And will be referred to herein as “Subcontractor” and shall be effective as per official date of Attestation by
Notary Public.

DECLARATION OF VALUES

CRS offers this broad agreement with Subcontractor in good faith, and with invitation to work with CRS. In doing so, CRS holds and declares critical values essential to successful business relations. The parties specifically agree that CRS may terminate this Master Subcontractor Agreement and any Project Agreements with Subcontractor in the event that CRS determines, in its sole discretion, that Subcontractor has failed to exhibit a commitment to the values set forth herein. The declaration statements should not be viewed as an exhaustive list, but rather as evidence of expectations: Professionalism and excellence in performance

- Consistent integrity and honesty in both personal and business dealings
- Maintaining high level trust for long-term relationships
- Strong work ethic with value-added services
- Taking ownership and responsibility for decisions and actions
- Respectful honor and treatment of field personnel

DECLARATION OF PRIMARY AGREEMENTS

All jobs that are over \$1,000 CRS will hold a 10% retainage until the job is completed.

Subcontractor acknowledges that they are an independent entity, serving only as a subcontractor for CRS. Nothing in this Master Subcontractor Agreement or any Project Agreements shall be deemed to create a partnership between CRS and Subcontractor, and Subcontractor shall not represent to any third party that such a

partnership exists, or that Subcontractor is otherwise and affiliated with CRS, in any other way. Subcontractor represents that they are legally permitted to conduct business in the United States of America and in the State of Arkansas. Further, Subcontractor understands sole responsibility for performing all related work in a professional manner that meets all requirements of CRS.

Both CRS and Subcontractor acknowledge that this Master Subcontractor Agreement is in no way a guarantee of a specific number of projects or location of projects, nor a guarantee of a specific volume of work/orders (whether daily, weekly or monthly), nor can CRS guarantee a specific length-of-term (whether weeks, months or years) for any specific project. Therefore, this Master Subcontractor Agreement is entered as an “open ended” arrangement. Each specific, localized project shall be individually negotiated utilizing a separate signed **Project Agreement** including specific agreement language relative to the work that particular project and customer. The parties specifically agree that the terms of the Master Subcontractor Agreement shall be and hereby are incorporated into each subsequent Project Agreement. Any breach of this Master Subcontractor Agreement by Subcontractor shall entitle CRS to terminate any subsequent Project Agreement and fully relieve CRS of any obligations thereunder.

Subcontractor shall be responsible for paying all taxes, the policies of general liability insurance and workers’ compensation insurance, auto insurance, business licenses, obtain permits as needed, and authorizations required by Federal, State, and/or municipal government authorities in relation to its work; copies of which will be provided to CRS for each project-specific locale.

Subcontractor will comply with the requirements of all such permits, licenses and authorizations. Subcontractor and its employees, subcontractors/workers, agents or representatives shall observe and comply with all applicable rules, policies, regulations and laws concerning nondiscrimination, equal opportunity employment, drug and alcohol use, ethical business practices and other applicable regulations, including without limitation those relating to environmental protection and labor/workplace laws.

Subcontractor agrees to maintain financial solvency and creditworthiness, and therefore promote evidence of good business practice and stability. Further, Subcontractor acknowledges that the Master Subcontractor Agreement (reference “Securities” section) contains penalties in matters of financial default or insolvency, and that CRS is protected and Held Harmless in these regards. The parties agree that any litigation related to this Master Subcontractor Agreement, any Project Agreement, or otherwise related to Subcontractor’s work for CRS shall be brought in the Circuit Court of Benton County, Arkansas.

Subcontractor agrees to own and exercise all precautions necessary for accident/injury prevention. Subcontractor agrees that they and all its employees, subcontractors have undergone proper safety training, and are properly skilled with regard to safe techniques of the work to be performed and safe operation of related machinery and equipment required in the work to be performed. Subcontractor shall supply at its own expense all protective equipment to its workers and assumes all liability and responsibility for training its employees,

and/or subcontractors regarding safe work habits and safety standards. Subcontractor shall abide by our extreme heat policies. These should be put into practice if certain levels of risk are reached deemed by either the Wet Bulb Globe Temperature thermometer or the Heat Index application. At the caution level, you will need to monitor fluid intake and make sure to go to a cooler place in regularly scheduled breaks. At the warning level, you will need to monitor fluid intake and take at least a 5-10 minute break every two hours in a cooler place. At the danger level, you will need to monitor fluid intake and take at least a 5-10 minute break every hour in a cool place. In regard to new workers in the warning or danger zone, they can only work 20% of the workday during these conditions. For every consecutive day after their first day the amount of time they can work in these conditions is increased 20% until they are fully acclimated to working in the heat. Supervisors should monitor workers at high heat levels and reinforce proper hydration and work habits to ensure that everyone is kept safe. OSHA does require that hard hats still be worn regardless of heat in areas where there is a danger of head injury from impact, falling or flying objects, or electrical shocks and burns.

Subcontractor agrees that single rail ladders shall not be used. When ascending or descending a ladder the user shall face the ladder at all times. Each employee shall use at least one hand to grasp the ladder when progressing up or down the ladder. An employee shall not carry any object or load that could cause the employee to lose balance and fall.

Subcontractor understands that stairs shall be installed at angles to the horizontal of between 30 deg and 50 deg. Any uniform combination of rise/tread dimensions may be used that will result in a stairway at an angle to the horizontal within permissible range. As with ladders, precautions for safety are a must for the subcontractor for example, do not try to carry too much, at all times you should be able to see your feet.

Subcontractor agrees to professional standards in removing any/all trash, debris and/or surplus materials remaining or resulting from the performance of its work and agrees to restore grounds or work area/environment in a manner that displays careful work practices and customer sensitivity, Daily.

Subcontractor shall warranty all work, for a period of (1) year from the date of Substantial Completion. Subcontractor shall at its own expense, be responsible for repair or correction of any work not meeting customer specifications, industry standards, or standards set forth by CRS. CRS may in its sole discretion, make necessary repairs or corrections and deduct any costs of such repairs or corrections from any sums payable to Subcontractor. Furthermore, Subcontractor shall indemnify and hold CRS harmless from any and all claims for damage(s) of whatsoever nature, including but not limited to, personal injury any damage to property, structures, materials, equipment or furnishings caused directly or indirectly by Subcontractor, its employees, subcontractors/workers, or representatives.

Subcontractor agrees that through the duration of this agreement, Subcontractor will not directly or indirectly, hire or solicit any of the employees from CRS, or induce any employees from CRS to terminate their employment or relationship with CRS. In turn, CRS will not directly or indirectly, hire or solicit any of the employees from Subcontractor or induce said employees to terminate their employment or relationship with Subcontractor. At no time will Subcontractor solicit any work form a homeowner/owner without approval by CRS. However, through the duration of the subcontractor relationship both CRS and Subcontractor may discuss and negotiate employee solicitations and hires with the prior approval of the other party.

Liability for Charges: Subcontractor is an independent contractor and not an agent or employee of Client. Any goods and/or services supplied by subcontractor are supplied to residential communities and other properties managed by Client (collectively "Property") and/or to the owner or owners of the Property. The subcontractor understands that contracted work may not begin, and payment may not be made until or unless a Purchase Order is received from Client. It is also known and accepted that no site level Client employee may authorize work with a total cost over \$1,000.00 or execute contracts. Any project estimated to be over \$5,000.00 will require a signed contract and may require a lien waiver. Subcontractor recognizes and accepts that Client has made known or offered to make known the identity of the owner or owners of the Property, and that the subcontractor has had a reasonable opportunity to review this agreement. The subcontractor agrees to look solely to the Property to which the goods and/or services have been provided, and/or the owner or owners of such Property for the payment for such goods and/or services and for interest and collection of fees incurred by the subcontractor in making collection of any sums that are due and payable. CRS is not liable and is not to be held liable for the payment of any invoice for any charges rendered to any Property or to the owner or owners of any Property and CRS is not a guarantor for any indebtedness owed to the subcontractor related to the Property. No information, annotation or interlineation included on any invoice, correspondence or other writing received by CRS pursuant to or in relation to this agreement constitutes or is to be held to constitute any assumption by CRS of any obligation owed to the subcontractor. Subcontractor hereby agrees that in the event any collection action or legal proceeding is initiated by the subcontractor, or its representatives against CRS in connection with any Property, the subcontractor shall indemnify, defend, and hold harmless CRS for any and all damages or costs (including, but not limited to, attorney's fees) incurred by CRS in connection with CRS being named or pursued in any such action or proceeding

DECLARATION OF SECURITIES

As a material term of this Master Subcontractor Agreement and all subsequent Project Agreement, Subcontractor agrees to secure policies of insurance coverage as further described below, Subcontractor shall provide certificates of all such insurance to CRS, naming CRS as additional insured, and shall provide updated certificates to ensure that CRS maintains a current, up to date record of Subcontractor's insurance policies. Further, subcontractor shall indemnify and hold CRS harmless from all claims, damages, costs, or other expenses or liabilities resulting from Subcontractor's failure to secure the insurance coverage described herein. Subcontractor's acquisition of the insurance described herein shall not be a guarantee that CRS will enter into any subsequent agreement, including Project Agreements with Subcontractor. Any personal injury and/or vehicle accident, Subcontractor will contact CRS office with details of such accident.

A: Workers' Compensation Insurance:

Subcontractor shall provide CRS with an annual, valid certificate of Workman's Compensation Policy covering all of Subcontractor's employees showing CRS as additional insured.

Subcontractor shall also provide evidence that any and all independent contractors or other workers and their employees maintain all necessary Workman's Compensation coverage.

B: General Liability Insurance:

Subcontractor shall provide CRS with an annual certificate of insurance with CRS listed as additional insured/policy holder in the following amounts:

General Liability: Each Occurrence	\$1,000,000.00
Damage to Rented Premises	\$ 100,000.00
Med. Exp. Any one person	\$ 5,000.00
Personal & ADV injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Product-Comp/Op AG	\$2,000,000.00
Auto Liability: Hired / Non Owned	\$1,000,000.00
Umbrella: Excess / Contingency	\$1,000,000.00

DECLARATION OF TERMINATION

The parties may terminate the Master Subcontractor Agreement by written agreement. Best efforts should be made by both parties to ensure that appropriate measures are taken to protect any current projects and ongoing work.

However, CRS may elect to terminate this Master Subcontractor Agreement (and any or all Project Agreements) without notice for Subcontractors failure to fully and adequately perform, or for Subcontractors breach of any of the terms of the Master Subcontractor Agreement or any Project Agreement. In addition to the terms and conditions set out elsewhere in the Master Subcontractor Agreement, the following shall constitute a material breach of this. These matters may include, but are not limited to, the following:

1. Failure of Subcontractor to perform its work properly, diligently, efficiently and honestly or in accordance with scope of work, schedule of work or specifications of work.
2. Failure of Subcontractor to maintain any of the policies of insurance required by this Master Subcontractor Agreement or any applicable local, state, or federal law regulations.
3. Failure of Subcontractor to maintain professionalism and decorum as a subcontractor of CRS in all manner of operations and particularly in the critical area of customer end user experience.
4. Breach of Agreement by Subcontractor of the provisions and/or stipulations of the Master Subcontractor Agreement.
5. Violation of trust and/or confidentiality, or gross impropriety.
6. Failure of Subcontractor to sustain financial solvency, including but not limited to being a debtor in a bankruptcy petition, whether voluntary or involuntary, the appointment of a receiver of Subcontractor's business or assets, or engaging in a default reflecting an inability to meet financial obligations.

ATTESTATION

IN WITNESS WHEREOF, the parties hereto have executed this Master Subcontractor Agreement under their respective signatures on the _____ of _____, in the year _____

SUBCONTRACTOR

Full Name: _____

Title: _____

Signature: _____

Subcontractor Company Name: _____

Address: _____

Phone#: _____ Email: _____

FEIN# or SS#: _____

WITNESS: _____

COMPLETE ROOFING & RESTORATION SOLUTIONS OF NORTHWEST ARKANSAS, LLC

SIGNATURE: _____

FULL NAME: _____

TITLE: _____

WITNESS: _____

Net Terms given to CRS

Due upon receipt: ____

Net 10 ____

Net 15 ____

Net 30 ____

Net 60 ____

Net 90 ____