



## SUBCONTRACTOR SERVICE AGREEMENT

This Subcontractor Service Agreement (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

Edibuild, LLC (hereinafter referred to as the “Contractor”)  
219 Declaration Drive  
Lascassas TN 37085

AND

Name: \_\_\_\_\_ “hereinafter referred to as the “Subcontractor”)  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_

The Contractor and Subcontractor may each be referred to as a “Party” and collectively as the “Parties.”

### 1. Scope of Agreement:

- a. This Agreement establishes the terms and conditions under which the Subcontractor agrees to provide services, labor, and/or materials in connection with the Contractor’s construction projects or related business ventures. This Agreement shall govern all future projects and work orders issued by the Contractor to the Subcontractor.
- b. Work performed under this Agreement will be outlined in individual RFPs, detailing the scope of work, project schedule, compensation, and other specific terms. Each RFP shall be deemed incorporated by reference into this Agreement. Any changes to individual RFPs must be approved by Contractor and Subcontractor shall not act on direction of any Project owner in making changes in scopes of work. Contractor shall have no obligation to pay Subcontractor for any changed Work if Subcontractor does not first get approval from the Contractor for any change in scope.

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

### 3. Term and Termination

- a. Term: This Agreement shall commence on the Effective Date and remain in effect until terminated by either Party in accordance with this Section.
- b. Termination for Cause: Either Party may terminate this Agreement upon thirty (30) days’ written notice to the other Party in the event of a material breach that remains uncured.



- c. Termination for Convenience: The Contractor may terminate this Agreement or any individual Work Order for any reason, upon providing thirty (30) days' written notice to the Subcontractor.
- d. Effect of Termination: Upon termination of this Agreement or any Work Order, the Subcontractor shall be entitled to compensation for Services performed up to the termination date, subject to the Contractor's right to withhold funds for any damages or uncompleted work

#### 4. Subcontractor Obligations

##### a. The Subcontractor Shall:

- i. Perform the services described in each RFP in a professional and workmanlike manner, consistent with industry standards.
- ii. Provide the necessary personnel, materials, and equipment to complete the project within the agreed-upon timelines.
- iii. Comply with all applicable federal, state, and local laws, regulations, and permits related to the work performed.
- iv. Time is of the essence in this Agreement. Subcontractor shall be prepared to commence its Work promptly upon notice and/or execution of an RFP from Contractor. Subcontractor shall perform its Work promptly so as not to delay, disrupt or damage the work of Contractor and others performing work on any Project. Subcontractor agrees that Contractor has the right and exclusive authority to schedule all of the trades on any Project. Subcontractor shall be liable to and reimburse Contractor for any damages, costs, or loss incurred by Contractor as a result of delays or interferences caused by the Subcontractor. Subcontractor shall complete the various parts of its Work in accordance with the Project schedule (and all modifications thereof) and comply in all respects with the Project schedule as relayed by the Contractor. If, in the opinion of Contractor, Subcontractor fails to maintain a satisfactory rate of progress of its Work, then, upon forty-eight (48) hours' notice issued by Contractor to Subcontractor, the Subcontractor, shall, at Subcontractor's sole cost and expense, increase crew sizes, shifts, equipment, or take other steps to expedite its Work to Contractor's schedule. Contractor shall have the right, but not the obligation, to provide additional labor, materials, equipment, supervision, and/or take such other action that Contractor, in its sole discretion, deems necessary or appropriate to cure the Subcontractor's failure to comply with the scheduling ("Supplementation"). Subcontractor shall be liable for and pay all of Contractor's costs, damages, and expenses incurred in such Supplementation, including, but not limited to attorney's fees. Contractor shall be entitled to deduct the foregoing from any payment due or thereafter



to become due to the Subcontractor on any Project. If such costs, damages, and expenses exceed the unpaid balance due, Subcontractor shall pay the difference to Contractor within fifteen (15) days of written demand for payment made by Contractor to Subcontractor.

- v. Subcontractor, at its expense, shall secure and keep in effect, all licenses, permits and inspection certificates pertaining to its Work. Subcontractor shall comply and require its employees, suppliers and subcontractors to comply with all laws, ordinances, rules and regulations of governmental bodies and recommendations of insurance underwriters with respect to any particular Project. Subcontractor shall indemnify and hold harmless Contractor from any and all losses, costs, expenses, and/or claims arising from breach of this covenant. Such indemnification for breach of this provision shall specifically include, among other things, attorneys' fees as may be paid by Contractor resulting from Subcontractor's breach of this covenant.
- vi. Subcontractor shall not shall not damage the work of others by its operations and shall repair or pay the cost of repairing any such damage done by it or its subcontractors.

#### 5. Sustainability Pledge

- a. The Subcontractor acknowledges the Contractor's commitment to sustainable construction practices and agrees to adhere to the following sustainability guidelines:

- i. Sustainable Materials

- 1. The Subcontractor will make every effort to use materials that are sustainably sourced, such as recycled, renewable, or environmentally friendly products where industry standards allow. Documentation proving the sustainable origin of materials should be provided if requested by the Contractor.

- ii. Waste Management and Reduction

- 1. The Subcontractor agrees to implement a waste management plan that minimizes waste by reusing and recycling materials wherever feasible. The Subcontractor shall sort waste on-site into recyclable and non-recyclable categories and dispose of it in compliance with local environmental regulations.

- iii. Energy Efficiency

- 1. The Subcontractor will take measures to reduce energy consumption on-site by utilizing energy-efficient machinery, tools, and processes whenever possible.

- iv. Hazardous Materials





equivalent coverage) and the Subcontractor shall provide Contractor with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming Contractor as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Contractor. The coverage available to Contractor and Owner, as Additional Insureds, shall not be less than \$1 million dollars per each occurrence, \$2 million General Aggregate (subject to a per Project general aggregate provision applicable to the Project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Tennessee and reasonably acceptable to Contractor. All Subcontractor insurance carriers must have an A.M. Best Rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

- b. The insurance coverage required under this Agreement shall be of sufficient type, scope, and duration to ensure coverage for Contractor for liability related to any manifestation date within the applicable statutes of limitation and/or repose that pertain to any Work performed for or on behalf of Contractor, in relation to the Project. Subcontractor agrees to maintain the above insurance for the benefit of Contractor for a period of three (3) years from the beginning date of the Work or the expiration of the applicable statute of limitations, whichever is later.
- c. Each Certificate of Insurance shall provide that the insurer must give Contractor at least thirty (30) days prior written notice of cancellation and termination of the Subcontractor's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Subcontractor shall supply Contractor with a new replacement Certificate of Insurance and Additional Insured endorsements, which shall be similarly endorsed in favor of Contractor as set forth above.
- d. Additionally and prior to commencement of Work, the Subcontractor shall provide Contractor with a Certificate of Insurance showing liability insurance coverage for the Subcontractor and any employee's agents, or Sub-Subcontractors of the Subcontractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance



showing replacement coverage shall be provided to Contractor with coverages shall be no less than the following:

- i. Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Contractor prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease;
  - ii. Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident;
  - iii. Excess Liability Insurance: Otherwise known as an Umbrella policy, in an amount of not less than \$1,000,000.
- e. The Subcontractor shall maintain the following insurance coverage for the duration of this Agreement:
- i. General liability insurance with coverage of at least \$1,000,000.00 per occurrence.
  - ii. Workers' compensation insurance or applicable workers compensation waiver as required by applicable law.
  - iii. Automobile liability insurance for all owned, leased, or hired vehicles used in the performance of the Services.
- f. The Subcontractor shall provide the Contractor with certificates of insurance upon request and shall notify the Contractor of any material changes to the coverage.

#### 10. Indemnification

- a. All Work shall be at the risk of the Subcontractor exclusively. Subcontractor shall indemnify, defend (at Subcontractor's sole expense), and hold harmless Contractor, its members, managers, joint venturers, representatives, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties") from and against any and all claims for bodily injury, death or damage to property, demands, actions, causes of action, suits, losses, judgments, obligations and any liabilities, cost and expenses (including but not limited to investigative and repair costs, and consultants' fees and costs) ("Claims") that arise or are in any way connected with the Work performed, including but not limited to material furnished and/or services provided in furtherance of any Work, by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Contractor for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.



- b. Subcontractor's indemnification and defense obligations hereunder shall extend to claims occurring after this Agreement is terminated, as well as while it is in force, and shall continue until it is fully adjudicated that any and all actions against the Indemnified Parties for such matters that are indemnified hereunder are fully and finally barred by applicable Laws.

11. Waiver of Subrogation. Subcontractor agrees to waive, and shall obtain from each of its insurers a waiver of, subrogation against the Contractor and the owner of any Project with respect to losses, damage, claims, suits, or demands, howsoever caused:

- a. To real or personal property, vehicles, equipment, tools, etc. owned, leased or used by Subcontractor or Subcontractor's employees, agents, or sub-subcontractors; and
- b. To the extent such loss, damage, claims, suits, or demands are, or should be, afforded coverage by the Subcontractor's required or any other insurance maintained by the Subcontractor. This waiver shall apply to all first-party property, equipment, vehicle, and workers' compensation claims (unless prohibited under applicable Tennessee law), and all third-party liability claims. This waiver shall apply to all deductibles, retentions, or self-insured layers applicable to the required or any other insurance maintained by the Subcontractor. If necessary, Subcontractor agrees to endorse the required insurance policies to permit waivers of subrogation in favor of Contractor and any owner of a Project for any loss or expense incurred as a result of Subcontractor's failure to obtain such waivers of subrogation from the insurers.

12. Confidentiality

- a. The Subcontractor agrees not to disclose any confidential information regarding the Contractor's business, clients, or projects, either during the term of this Agreement or thereafter, except as required by law.

13. Governing Law and Dispute Resolution

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Any disputes arising under this Agreement shall be resolved through mediation, and if necessary, arbitration in accordance with the rules of the American Arbitration Association.

14. Force Majeure

- a. Neither Party shall be liable for any delay or failure in performance due to circumstances beyond its reasonable control, including but not limited to natural disasters, acts of government, strikes, or other labor disturbances, or acts of God.



15. Entire Agreement

- a. This Agreement, together with any RFP's issued hereunder, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and discussions, whether written or oral.

16. Modifications

- a. Any modifications or amendments to this Agreement must be made in writing and signed by both Parties.

17. Default

- a. The failure of the Subcontractor to comply with this Agreement shall be a material default of the Subcontractor's agreement with Contractor and if said default is not cured within forty-eight (48) hours of notice from Contractor, the Contractor shall be entitled to recover all of its damages, including attorneys' fees and expenses for the Subcontractor's default.

IN WITNESS WHEREOF, the Parties have executed this Subcontractor Service Agreement as of the Effective Date.

Edibuild, LLC

John Schenk

Owner

Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

Subcontractor

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_