



SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (“Agreement”) is entered into effective _____ (“Effective Date”) by and between Porter Roofing & Restoration LLC, an Indiana limited liability company, 5225 Emco Drive, Indianapolis, Indiana, 46220 (“Porter Roofing”), and _____ a/an

- Individual, or a
- LLC, with a place of business or residing at _____ (“Subcontractor”).

Recitals

From time to time Porter Roofing desires to have subcontractors provide Roofing installation services for the benefit of Porter Roofing and Porter Roofing’s clients.

Subcontractor has the authority and capability to provide the kind of services desired by Porter Roofing, and Subcontractor desires to provide such services to Porter Roofing for the benefit of Porter Roofing and its clients.

Agreement

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Working Relationship.** The working relationship between Porter Roofing and Subcontractor is one of client and contractor, involving multiple projects that may occur on an ongoing but not necessarily continuous basis. In order to streamline the estimating, invoicing and contractual process for each job, this Agreement, including all of its terms and conditions, will be in full force and effect for each approved job, as if it were included directly in any documentation for that specific job, until such time as it may be amended by Porter Roofing, with proper notice to Subcontractor, or the relationship between the parties is discontinued.

2. **Job Orders.** Porter Roofing in its sole discretion shall determine the need, if any, for services to be provided by Subcontractor. In response to such need, Porter Roofing may, from time to time, identify and request that Subcontractor complete certain projects. Such projects performed by Subcontractor shall be subject to the terms and conditions of this Agreement, and shall be performed based on the Pricing List attached to this Agreement as Exhibit A, which includes all applicable taxes, insurance, equipment, tools, materials, and labor.

3. **Fees and Payment.** Subcontractor shall submit to Porter Roofing an invoice for the services completed on each project, based upon the prices set forth in the Pricing List. Following the satisfactory completion of such services, Porter Roofing will provide payment to Subcontractor. Subcontractor agrees to make all payments and contributions to Federal, State, and local tax authorities.



4. **Warranties.** Subcontractor warrants and represents that it is free lawfully to make this Agreement, and that it will perform the services under this Agreement in a professional and workmanlike manner that conforms with reasonable standards in the industry. Subcontractor guarantees all equipment, material, supplies, and work furnished on each project against defective construction or workmanship for a period of two years following the completion of each project. Subcontractor agrees that, for two years following the completion of the work, it will make any necessary repairs to its work, at its own expense. Subcontractor agrees that any such repairs must be completed within 72 hours of receiving notice from Porter Roofing or Porter Roofing's client of the need for such repair. If Subcontractor fails to perform such repair work within 72 hours of receiving such notice, Subcontractor agrees that Porter Roofing may hire someone else to perform such repair work at Subcontractor's expense. These warranties will survive the termination of this Agreement.

5. **Indemnity.** Subcontractor shall defend, indemnify and hold harmless Porter Roofing, its owners, agents and employees from and against all losses, claims, liabilities, penalties, or damages to person or property, whether relating to property of Porter Roofing or of any third party or to personal injury or death, and any related costs and expenses, including court costs and reasonable attorneys' fees, arising directly or indirectly out of, or in any way related to: (1) the performance of services by Subcontractor under this Agreement; (2) a breach of this Agreement by Subcontractor; or (3) any act, omission, negligence or willful misconduct of Subcontractor, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

6. **Insurance.** Subcontractor shall maintain in full force and effect, and upon the request of Porter Roofing, shall furnish evidence satisfactory to Porter Roofing that Subcontractor maintains the following insurance coverage:

- a. A Commercial General Liability policy with a \$1,000,000 per occurrence limit with a \$2,000,000 aggregate limit.
- b. A Business Auto Liability policy with a \$1,000,000 per occurrence limit.
- c. A Commercial Umbrella policy with a \$2,000,000 per occurrence limit, with a \$2,000,000 aggregate with the CGL and Auto policies scheduled.
- d. Worker's Compensation in accordance with applicable law.

7. **Limitation of Liability.** Porter Roofing's liability to Subcontractor hereunder for damages, regardless of the legal theory of the claim, shall not exceed an amount equal to all amounts Porter Roofing is obligated to pay Subcontractor under the applicable invoice for services from which such claim arose, minus the amount Porter Roofing has already paid.

8. **Nature of Relationship Between Parties.** In providing the services under this Agreement, it is expressly agreed that Subcontractor is acting as an independent contractor, and



not as an employee. Nothing herein shall be construed to place the parties in a relationship of partners or joint venturers and this Agreement does not make either party the agent or legal representative of the other for any purpose whatsoever. The parties further agree that no representation shall be made by either party that would create an apparent agency, employment relationship, partnership, or joint venture. Neither party shall have the power, expressed or implied, to obligate or bind the other in any manner whatsoever. Neither party shall be responsible for any act or omission of the other or any employee of the other. No employee of Subcontractor is or shall be considered an employee of Porter Roofing for any purpose in connection with the performance of services under this Agreement.

9. **Compliance With Law.** Subcontractor agrees to comply with and conform to all laws, ordinances, and regulations of Federal, State, County, City and other authorities with respect to the performance of its work and the fulfillment of this Agreement; and will pay promptly all fees, taxes, charges, damages and penalties that may be assessed against Subcontractor (or against Porter Roofing on account of Subcontractor).

10. **Assignment.** Neither party shall assign this Agreement or any of its obligations under this Agreement without the prior written consent of the other party.

11. **Severability.** The provisions of this Agreement shall be severable and, if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.

12. **Notices.** Any notice provided for herein shall be sent via certified mail, return receipt requested, to the addresses first written above, or to such other address as any party may from time to time notify the other.

13. **Headings.** The headings of several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

14. **Force Majeure.** Neither party shall be responsible for any failure to comply with, or for any delay in performance of, the terms of this Agreement, including, but not limited to, delays in completion of the services, where such failure or delay is directly or indirectly caused by or results from events of force majeure beyond the reasonable control of such party.

15. **Waiver.** No provision of this Agreement shall be deemed waived, unless such waiver shall be in writing and signed by the party against which the waiver is sought to be enforced. The waiver by either of the parties hereto of any breach of any provision hereof by the other party



shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, or any other writings or communications with respect to such subject matter and takes precedent over any and all terms contained in any invoice which may have been previously or may be subsequently issued by Subcontractor related to the subject matter of this Agreement. Subcontractor acknowledges and agrees that it has not entered into this Agreement in reliance upon any oral representations, warranty or inducement leading to its signature hereof.

17. **Modification.** This Agreement may not be changed or modified in any manner except by an instrument in writing signed by each of the parties.

18. **Construction.** The terms and conditions hereof shall be interpreted and construed in accordance with their usual and customary meanings, and the parties hereby expressly waive and disclaim, in connection with the interpretation and construction hereof, any rule of law or procedure requiring otherwise, specifically including, but not limited to, any rule of law to the effect that ambiguous or conflicting terms or conditions contained herein shall be interpreted or construed against the party whose counsel prepared this Agreement or any earlier draft hereof.

19. **Jurisdiction and Governing Law.** This Agreement shall be in all respects interpreted and construed in accordance with and be governed by the laws of the State of Indiana, without regard to its conflict of laws provisions. The venue for any dispute arising out of, or in any way relating to, this Agreement shall be in a state court located in Marion County, Indiana, or the federal district court having jurisdiction over Marion County, Indiana.

IN WITNESS WHEREOF, Porter Roofing and Subcontractor have executed this Agreement.

Porter Roofing & Restoration LLC

Signature

Signature

Printed

Printed

Date

Date



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EXHIBIT A
PRICING LIST