**CSLB # 896061 C8~ C27~C53**

[**www.GardnerRemodel.com**](http://www.GardnerRemodel.com)

**Email: info@Gardnerremodel.com**

**SUBCONTRACT AGREEMENT**

DATE: November 16, 2022

**THIS SUBCONTRACT AGREEMENT** (“Subcontract”) is entered into by and between the General Contractor set forth below and GARDNER OUTDOOR AND POOL REMODELING (hereinafter “Subcontractor”), who hereby mutually agree to all the following terms and conditions:

**General Contractor:**

 Name :

 Address :

 Phone (s) :

**Subcontractor:**

Name : ***GARDNER OUTDOOR AND POOL REMODELING***

 Address : 600 W. Freedom Ave., Orange, CA 92865

 Phone (s) : 714-630-6300

 License No. : CSLB #896061

**Jobsite / project:** All terms and conditions set forth herein are incorporated into all present and future jobs that General Contractor approves via Gardner’s Proposal/Scope of Work for each separate jobsite/Project, and shall hereafter control the relationship between these parties for all jobsites/projects unless modified by mutual executed agreement in writing.

**ARTICLE 1. DESCRIPTION OF WORK.** Subcontractor agrees to furnish all labor, supervision, materials, and services under the terms and conditions as set forth in the PROPOSAL/SCOPE OF WORK, attached hereto and by this reference fully incorporated herein, in a good, substantial, and workmanlike manner. The performance of the Scope of Work includes the following:

**(a)**  Any item of labor, supervision, materials, and services customarily furnished by the Subcontractor performing work in this trade/area.

**(b)** Any item of labor, service and/or material required to complete the work in compliance with any applicable law, ordinance, building code, electrical code, or regulation, or necessary to obtain any inspection approvals required of or by General Contractor.

**(c)** all work shall be performed with Subcontractor’s own workforce unless written notification is given to General Contractor before the Subcontractor begins work on the Jobsite.

**(d)** Subcontractor agrees to keep premises inside and out free and clear of any hazardous or dangerous conditions at all times.

**(e)** Subcontractor agrees to protect his tools and equipment against loss or damage by fire, theft, or accident, and not to make any claim or demand upon General Contractor for any injury, loss, or damage to Subcontractor’s tools or equipment on account of any negligent act or omission of GPP or any third person(s) other than the General Contractor and its agents and employees.

**ARTICLE 2. CONTRACT PRICE / PAYMENT.** General Contractor shall pay the Subcontractor in the total amount set forth in the pertinent project PROPOSAL, and payment in full is due no later than 15 days following completion of the performance of the Scope of Work . Any additional work requested by General Contractor or its agents and employees shall be added to the Contract Price in a reasonable and standard amount pursuant to the Subcontractors cost schedule.

**(a)** All payments received by Subcontractor shall be applied exclusively for the labor, material, and equipment utilized on this Project, and shall first be applied by Subcontractor to the payment of subcontractor’s laborers, material suppliers, and equipment providers utilized on this Project. After receipt of the total payment, Subcontractor agrees to keep the Project free from mechanic’s liens.

**(b)** Subcontractor agrees that payments hereunder shall be made to Subcontractor or jointly to Subcontractor and his laborers, material suppliers, equipment providers, or sub-subcontractors.

**ARTICLE 3. LICENSE and INSURANCES.**

**(a)** Subcontractor represents that it is, and will remain at all times during the period of this Contract, properly licensed, and that its sub-subcontractors (if any) are and will remain properly licensed to perform the work outlined in this agreement.

**(b)** Subcontractor warrants that it is insured with workers compensations insurance, and commercial general liability insurance at minimum of $1,000,000.00 coverage.

**(c)** Subcontractor shall provide insurance certificates and proof of licensure to General Contractor, if and as requested.

**(d)** No payment or performance bond shall be required of Subcontractor (alternatively, if requested the premium shall be borne exclusively and directly by General Contractor and not by Subcontractor).

**ARTICLE 4. ARBITRATION**. Any controversy arising out of the perfor­mance of this Subcontract or regarding the interpretation of this Subcontract is subject to binding arbitration. Arbitration shall be conducted in accordance with the Construc­tion Industry Rules of the American Arbitration Association that are in effect at the time of the arbitration. If any party refuses or neglects to appear at or to participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the party or parties who do participate. The arbitrator is authorized to award any party or parties such sums as they consider proper for the costs of arbitration, including the arbitrator’s fees, and attorney's fees. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction. Arbitration shall be conducted in San Diego County.

**ARTICLE 5. COMMENCEMENT AND COMPLETION OF WORK.**

**(a)** Subcontractor agrees to commence the work as per the reasonable instruction of General Contractor and to substantially complete the Scope of Work within the allocated time frame mutually agreed upon between General Contractor and Subcontractor.

**(b)** Subcontractor agrees to keep sufficient workmen, supplies or materials, tools, and equipment on the job; to execute the work diligently to completion; and not to hinder or delay the other trades in the performance of their work (if any).

**(c)** Time is of essence for performance by General Contractor and Subcontractor of each and all their obligations hereunder.

**(c)** General Contractor andSubcontractor for themselves, their successors, owners, co-owners, employees, and assigns, hereby agree to the full performance of the covenants of this agreement.

**ARTICLE 6. INDEMNITY.** Subcontractor hereby agrees to indemnify and save General Contractor harmless from and against any and all claims, liens, losses, damages, charges, costs, expenses or other liability of whatever kind of nature which results only and directly from the performance of the Scope of Work and then only when caused by an act of negligence on the part of Subcontractor and/or their agents and employees.

**ARTICLE 7. REPRESENTATIONS.** This Subcontract and the terms hereof represent the entire agreement, warranties, and representations between the parties hereto, and shall take precedence over any and all other agreements between the parties hereto and shall not be altered or changed except by agreement in writing (attached PROPOSAL/SCOPE OF WORK is made a part hereof).

**I/We have read the matters printed on each page of this Subcontract, hereof, and agree to do as part of this contract the same as if it were printed above MY/OUR signature. These two pages constitute the entire master agreement between these parties, and together with the particular jobsite/project Proposal/Scope of Work shall constitute the agreement for that particular jobsite/project.**

**IN WITNESS WHEREOF, the parties hereto have executed this agreement.**

GARDNER OUTDOOR AND POOL REMODELING GENERAL CONTRACTOR:

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TITLE: TITLE:

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

 Contractor’s License No.\_\_\_\_\_\_\_\_\_\_

 Fed. Tax I.D. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDITIONAL ACKNOWLEDGEMENT AND AGREEMENT:

These parties hereby agree that General Contractor has requested the terms herein be incorporated into all present and future jobsites/projects that are transacted or performed between these parties, and so in order to meet the request of General Contractor for convenience and efficiencies of having a “master contract”, the terms and conditions set forth herein shall be and hereby are incorporated into ALL jobsites/projects performed by Gardner Pool Plastering for said General Contractor and by their signatures herein these parties acknowledge and agree that this agreement will not be executed separately for each future jobsite/project but shall nevertheless still be controlling and binding as to each and every present and future jobsite/project. AGREED IN FULL:

GARDNER OUTDOOR AND POOL REMODELING: GENERAL CONTRACTOR:

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TITLE: TITLE: