



SUBCONTRACTOR INFORMATION

REVISED 1/4/2019

Requirements for Payment:

1. A **VALID** Occupational License.
2. A **VALID** General Liability policy. The dates must correspond to the dates that you work for us, and CKS Masonry & Concrete, Inc. 312 Aulin Ave, Oviedo, FL 32765, must be listed as the Certificated Holder.
3. A **VALID** Worker's Compensation policy. If you are using a leasing company, provide a list of employees. The dates must correspond to the dates that you work for us, and CKS Masonry & Concrete, Inc. 312 Aulin Ave, Oviedo, FL 32765, must be listed as the Certificated Holder.
4. A copy of your current Auto Insurance. If you are driving on any of our sites, you must have current coverage on all of your vehicles.
5. A current W-9 form from the IRS verifying your tax ID number or Social Security Number. To verify your Social Security Number, we will need a copy for our files. We will need a copy of your driver's license or photo ID for our files.
6. A signed contract with description of agreed pricing from CKS Masonry & Concrete, Inc.

ALL SUBCONTRACTOR BILLS MUST BE TURNED IN WITHIN 30 DAYS OF COMPLETION OF THEIR SCOPE OF WORK.

CKS Masonry & Concrete, Inc.

Date

Subcontractor

Date



SUBCONTRACTOR INFORMATION SHEET

Driver's License Information: If a copy is attached, skip to part B

A. Copy Attached: Yes _____ No _____

If no, fill in the information as it appears on license:

Driver's License # _____

Full Name _____

Address _____

City _____ State _____ Zip _____

Date of Birth _____

B. Company Information:

Company Name _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Is this company incorporated: Yes _____ No _____

If Yes, Federal ID # _____

If No, Social Security # _____

SUBCONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between CKS MASONRY & CONCRETE, INC., also referred to as the "Contractor" and

(SUBCONTRACTOR COMPANY NAME)

For and in consideration of _____
(TRADE/SCOPE OF WORK)

The Subcontractor and Contractor stipulate, agree and bind themselves as follows:

Section 1 Termination of Prior Agreement. Any and all previous agreements between Subcontractor and CKS MASONRY & CONCRETE, INC., are hereby terminated and replaced with this Subcontractor Agreement ("Agreement"). THE BUILDER shall hereinafter be referred to as Contractor Owner.

Section 2 Scope of Work; Nonexclusive Agreement. Subcontractor agrees to provide all labor, tools, and equipment for completion of the work specifically detailed in the Scope of Work provided separately by Contractor. Subcontractor understands that CKS MASONRY & CONCRETE has no obligation to utilize the services of Subcontractor for any specific amount of work and may choose not to utilize Subcontractor at all. Subcontractor acknowledges and agrees that CKS Masonry & Concrete may utilize others to perform work, as it determines shall be necessary to complete projects, in CKS Masonry & Concrete sole discretion. Subcontractor understands that this is a nonexclusive Agreement and that CKS Masonry & Concrete may have entered into a similar Agreement with one or more other Subcontractors to perform work contemplated by this nonexclusive Agreement.

Section 3 The Subcontractor shall complete the several portions and the whole of the work sublet herein by and at the time or times in accordance with the contract documents for the Scope of Work.

Section 4 The Contractor shall pay the Subcontractor for the performance of this work, (see Schedule of Values.) subject to additions and deductions for changes as may be agreed upon, less any agreed upon retainage. The Subcontractor shall furnish the Contractor an affidavit that all labor, material, employees and suppliers have been paid in full.

Section 5 The Subcontractor shall submit to the Contractor an invoice for payment no later than 7 days after work is completed and approved by CKS MASONRY & CONCRETE, Inc., or forfeit payment.

Section 6 Nothing in this Agreement shall create any obligation on the part of the Contractor Owner to payment, or to see to the payment of any Subcontractor.

Section 7 The Subcontractor shall be bound to the Contractor by the terms of this Agreement, and by the plans, specifications, and addenda of the Contract. This Agreement shall control in the event of a conflict of terms. The failure of the Subcontractor to comply therewith shall be grounds for the Termination of this Agreement. Should the Subcontractor default in the performance of, or a breach of any of the terms, conditions or stipulations of this Agreement and should the Contractor place the matters in the hands of an attorney for appropriate action or attention, then the Subcontractor agrees to pay all cost and expenses, including but not limited to attorney fees, reasonably incurred by the Contractor on its behalf.

Section 8 Upon Acceptance of this Agreement, and the Schedule of Values, a penalty fee of fifty (50%) percent of the Contract amount may be implemented to Subcontractor for failure to perform or start work within 72 hours of scheduled start date issued by CKS Masonry & Concrete. The non-performance fee shall be payable immediately upon demand to the Contractor, or may be deducted from any other funds, which may then or thereafter become due to Subcontractor on any work covered by this Agreement.

Section 9 Subcontractor hereby warrants and represents that it is familiar with, capable, and responsible to execute its Scope of Work under this Agreement. Prior to commencing work, Subcontractor may inspect the work site and notify CKS Masonry & Concrete of any imperfections and/or incompleteness and request their correction prior to commencing its work. Should Subcontractor fail to make this request, it shall be deemed to have accepted the previous workmanship, including slabs, walls, and assumes responsibility for the quality of its work, together with the work performed by others before it.

Section 10 All work performed by Subcontractor, including its employees, shall be performed in a good and workmanlike manner. For the purpose of this Agreement, "workmanlike" is defined as workmanship which meets or exceeds criteria indicated in applicable building codes and which uses materials and installation methods identified in the construction plans, the Scope of Work, and as defined by industry standards. All work shall be performed in accordance with plans and specifications provided by Contractor Owner, as well as all municipal, county, and state building codes, statutes, and ordinances. Subcontractor is responsible for paying re-inspection fees.

Section 11 Subcontractor shall broom clean work site daily. Subcontractor is responsible for ensuring that the work site is kept clean and free of debris. Each work site shall have a designated area for placement of debris and trash, and in the event the Contractor or Contractor Owner is required to remove debris left on a work site by Subcontractor, Subcontractor will be assessed a cleaning fee of \$250.00 for each instance.

Section 12 Subcontractor is solely responsible for delivery, receiving, unloading, storage and hoisting of his material and equipment. The Subcontractor shall inventory, store, and protect any materials furnished to him by CKS Masonry & Concrete, and/or Contractor Owner. The

Subcontractor shall report to the Contractor any deficiencies or shortages regarding these materials within 24 hours of delivery. The failure of the Subcontractor to protect these materials or report deficiencies shall relieve The Contractor and/or Contractor Owner from responsibility, which in turn the responsibility will be solely bourn by the Subcontractor.

Section 13 Upon completion of the work, Subcontractor shall self inspect the work prior to reporting to the Contractor. Upon notification from the Subcontractor that the work has been completed, the Contractor shall inspect the work and issue a punch-list of any items requiring correction. Subcontractor shall immediately complete the items on the punch-list in order to maintain the schedule of overall construction for the project involved. In the event that Subcontractor does not return to complete the punch-list items within twenty-four (24) hours, of receipt of the same, with sufficient man-power to accomplish the task within twenty-four (24) hours, CKS Masonry & Concrete may hire someone to complete the punch-list and charge Subcontractor for said work. The order will not be considered to be complete and no payment shall be made until all punch-list items are completed and approved by the Contractor.

Section 14 Subcontractor hereby warrants all work to be free from deficiencies and defects in material and/or workmanship, and shall at Subcontractors expense promptly remedy any defects in workmanship and/or materials or other non-conformity and pay for any damage resulting there from which shall appear within **two (2)** years from the date of final acceptance of completed work by Contractor or Contractor Owner, or such longer period of time specified in either Contract Documents or any manufacturer's or supplier's warranty, or applicable statute. If Subcontractor does not make such corrections promptly (completed within 5 working days) after oral or written notice by Contractor, Contractor may cure such defect and the cost thereof (Including Contractors overhead and profit), shall be paid by Subcontractor, immediately upon demand or may be deducted from any other funds which may then or thereafter otherwise become due to Subcontractor on any other work covered by this Agreement. Subcontractors warranty and warranty obligations shall be fully assignable by Contractor at Contractor's election. The warranty and warranty obligations provided for herein shall be in addition to and not in limitation of any other warranty or remedy provided by the Law or by this Agreement, and shall survive the performance, expiration or termination of this Agreement. In the event that this Agreement is terminated for any reason and any of the projects or buildings Subcontractor has worked on remain under warranty, **Contractor shall have the right to retain up to twenty (20%) percent of all Contract prices on each such project or building, which sum or a portion of which sum may be released by Contractor to Subcontractor on a project-by-project or building-by-building basis as the warranty period on such project or building expires without a claim being made.** In the event that Contractor shall retain such sums and warranty claims are asserted, and if Subcontractor fails to promptly cure, satisfy or correct such warranty claims, after oral or written notice by Contractor, then Contractor shall be entitled to apply such retained funds to the performance of the warranty work along with Contractor's overhead and profit. Subcontractor shall pay any shortfall or deficiency to Contractor within seven (7) days of Contractor's oral and written demand. Contractor's retention of such funds to cover warranty claims shall be in addition to and shall not in anyway limit Contractor's other and additional rights and remedies under this Agreement and at Law.

Section 15 Subcontractor shall deliver the completed work to CKS Masonry & Concrete free of all claims, security interest, encumbrances and liens. Prior to receiving any partial payment, Subcontractor shall deliver to CKS Masonry & Concrete a partial waiver of Subcontractor's lien rights, in the form attached hereto as **Exhibit "A"**, and a similar waivers from all other parties performing any work for Subcontractor. A final waiver and release of lien in the form attached hereto as **Exhibit "B"** must be delivered to CKS Masonry & Concrete before disbursement of final payment. Subcontractor shall defend all actions to establish claims and pay any claim or lien so established at its own cost and expense. Subcontractor shall furnish a sworn statement showing the names and addresses of all parties who furnish labor and materials for the work and the amount due each as often as requested by CKS Masonry & Concrete. A similar statement may be required from any subcontractors of Subcontractor.

Subcontractor shall certify that all labor, material, equipment or services used in the work have been paid for before making application for future payment. To the fullest extent permitted by law, Subcontractor hereby waives all its lien rights as to construction funds received by CKS Masonry & Concrete from time to time. Subcontractor hereby agrees to indemnify, defend and hold CKS Masonry & Concrete harmless from and against all losses, costs, damages and expenses which CKS Masonry & Concrete may suffer or incur (including reasonable attorneys fees and court cost) by reason of the filing by Subcontractor (or any other party providing labor, services or materials for the work) of a claim of lien for any work for which payment has been made or for which payment is not due at the time the lien is filed.

In the event CKS Masonry & Concrete receives a Notice to Owner from a third party doing business with or for Subcontractor, prior to payment, CKS Masonry & Concrete shall be authorized to fully deduct the amount due to the party filing such notice if Subcontractor fails to deliver a duly executed Release of Lien from such party dated on or subsequent to the Subcontractor's billing. CKS Masonry & Concrete may withhold payment to Subcontractor if Subcontractor has failed to properly perform any work required under the warranty or service responsibility of Subcontractor.

Section 16 CKS MASONRY & CONCRETE, INC. MUST HAVE A CERTIFICATE OF INSURANCE ON FILE FOR YOUR COMPANY BEFORE COMMENCING WORK ON ANY PROJECT.

The Certificate(s) of Insurance must confirm coverage under Commercial General Liability and Workers' Compensation policies and must cover every worker employed and/or directed by Subcontractor to work on jobs for Contractor and/or Contractor Owner. There are to be no personnel working for Subcontractor under the age 18 may be on site. No pets. No exceptions. Any breach of this clause will result in immediate termination.

Section 17 If Subcontractor fails to secure and maintain the required insurance, CKS Masonry & Concrete shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Subcontractor, in which event the Subcontractor shall pay the cost thereof and furnish upon demand all information that may be required in connection therewith. If Subcontractor does not pay said amounts, CKS Masonry & Concrete may deduct

said amounts from payments due Subcontractor. This right does not create an obligation on the part of CKS Masonry & Concrete to purchase insurance for Subcontractor.

Section 18 The Subcontractor accepts and assumes exclusive liability for and shall defend and save harmless the Contractor and the Contractor Owner against the payment of:

All contributions, taxes or premiums which may be payable under Federal and State Unemployment Compensation, Federal Social Security Act, hospitalization and medical assistance and all other Governmental Agency Regulations covering employees, by whomsoever employed, engaged in the performance of the work included in this contract.

All sales or use taxes, payable by the Subcontractor arising out of the furnishing or installing by the Subcontractor of any and all kinds of personal property under this contract.

Section 19 The Subcontractor shall not sublet this contract or any portion thereof, without the written consent of CKS Masonry & Concrete, Inc.

Section 20 Should the Subcontractor be obstructed or delayed in the completion of the work by the act, neglect, delay or default of the Contractor or Contractor Owner, or any other subcontractor employed by the Contractor or Contractor Owner upon the work, or by any damage which may happen by fire, lightning, earthquake, hurricane, strikes or lockouts in the trade, beyond the control of the Subcontractor, then upon Forty-Eight (48) hours written notice to the Contractor, the time herein fixed for the completion of the work shall be extended according to the terms of the contract.

Section 21 Subcontractor is responsible for compliance with all **OSHA Rules and Regulations** for insuring the safety of its workers, which includes all tools and equipment provided by Subcontractor for its use in such task. Subcontractor must have a safety program to ensure workers are educated on all safety rules and requirements per OSHA. Subcontractor must provide Contractor and/or Contractor Owner a copy of their formal safety program within 3 business days of a request. In the event the Subcontractor is cited for violations, Subcontractor shall be solely responsible for all penalties assessed and all operations shall Cease, until all violations have been one hundred (100%) percent abated. In the event, CKS Masonry & Concrete and/or Contractor Owner is penalized due to the Subcontractors actions or failure to comply with the Occupational Safety and Health Act, it shall hold CKS Masonry & Concrete and/or Contractor Owner harmless. Any penalties assessed against CKS Masonry & Concrete and/or Contractor Owner for violations of the Subcontractor shall be the total obligation of the Subcontractor, and all monies due, even in excess of the contract amount shall be the total liability of the Subcontractor. By signing this Agreement, the Subcontractor acknowledges receipt of CKS Masonry & Concrete's Safety Program Manual and that the Subcontractor will comply with CKS's Safety Program to the extent it exceeds the requirements of the Subcontractor's safety program.

Section 22 The parties hereto do recognize and agree that it is essential that the work be performed by the Subcontractor, shall be coordinated with that to be performed by the Contractor under the aforementioned contract and they do mutually agree to cooperate with one another to the end that the work will be so coordinated, and in this connection the

Subcontractor agrees that they will without delay perform the work herein provided to be done by them upon notice from time to time by the Contractor that the project is ready for such performance on their part.

Section 23 The Subcontractor shall begin his work and prosecute same with sufficient labor and materials so as to not delay the performance of the Contractor or any other Subcontractor. Subcontractor shall be held monetarily responsible for these delays should the Contractor be delayed from the Subcontractor's delay in performance, even if the damages exceed the monies due to Subcontractor.

Section 24 Subcontractor shall agree to discount all materials and labor fifty (50%) percent for "Model Homes". If for any reason a subcontractor/supplier is subsequently removed from a community and replaced by another subcontractor, the discount taken on the Model Homes will be prorated and the prorated portion will be returned to the original subcontractor/supplier. The new subcontractor/supplier will then assume responsibility for the discount equal to the prorated amount.

Section 25 The Subcontractor agrees and represents to CKS Masonry & Concrete, Inc. that at all times during this Agreement, The Subcontractor shall comply in all respects with Public Law 99-603, the Immigration Reform and Control Act of 1986, and Subcontractor shall not hire or employ an unauthorized person or illegal alien in contravention of this law. The Subcontractor shall obtain all information which is required by this law, and the Subcontractor will retain this information in the Subcontractor's records for three (3) years from the date of hiring any person and for one (1) year of the date of dismissal of any person.

Section 26 During Subcontractor's employment by CKS Masonry & Concrete, Inc and for a period of two (2) years after Subcontractor ceases to be employed by CKS Masonry & Concrete, Inc., Subcontractor shall not solicit business or sales from, or attempt to convert to other sellers or providers of the same or similar services as provided by CKS, any customer, client or account of CKS with which Subcontractor has had any contact during the term of employment.

During employment, and thereafter two (2) years, Subcontractor shall not disclose to anyone any Confidential Information. For the purposes of this Agreement, "Confidential Information" shall include any of CKS's confidential, proprietary or trade secret information that is disclosed to Subcontractor or Subcontractor otherwise learn in the course of employment such as, but not limited to, business plans, customer lists, and service descriptions. Should Subcontractor break this agreement, all legal fees and loss wages on behalf of CKS will be paid by Subcontractor.

Section 27 Change Order Process. All additional work must be invoiced directly to your Field Manager prior to work completion. Said Field Manager will then submit the proper paperwork into the office for approval. Upon approval the invoice will be placed in the system for payment per Contractor's standard pay cycle.

Section 28 Certified Payroll. Should Subcontractor engage in work in which the Contractor Owner requires certified payroll, the subcontractor will promptly return all Certified Payroll Documents to CKS and adhere to Davis Bacon Wage Rates. If CKS does not receive proper paperwork, Subcontractor's payment shall be held until satisfactory paperwork is received.

Section 29 Attorney's Fees & Costs. Notwithstanding provisions above addressing legal fees and costs, should a legal dispute arise between the Subcontractor and Contractor which relates to or arises out of the terms of this Agreement, the prevailing party is entitled to payment of its attorney's fees and costs by the non-prevailing party.

Acknowledged by,

CKS MASONRY & CONCRETE, INC.

SUBCONTRACTOR

By: _____

By: _____

Name _____

Name: _____

Date: _____

Date: _____

EXHIBIT "A"

LIENOR'S AFFIDAVIT AND WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

_____ of {COMPANY NAME} being sworn, says he/she is authorized to sign on behalf of {COMPANY NAME} hereinafter referred to as the lienor and is familiar with the facts herein stated. The undersigned lienor, in consideration of the sum of \$0.00 the receipt of payment is acknowledged, hereby waives and release its lien and right to claim a lien for labor, services or materials furnished through {DATE} to {NAME OF BUILDER} on the job for {TYPE OF WORK} to the following described property:

EXHIBIT "B"

LIENOR'S AFFIDAVIT AND FINAL WAIVER AND RELEASE OF LIEN

_____ of {COMPANY NAME} being sworn, says he/she is authorized to sign on behalf of {COMPANY NAME} hereinafter referred to as the lienor and is familiar with the facts herein stated. The undersigned lienor, in consideration of the sum of \$0.00 the receipt of payment is acknowledged, hereby waives and release its lien and right to claim a lien for labor, services or materials furnished to {NAME OF BUILDER}. on the job for {TYPE OF WORK} to the following described property:

DATED on {DATE}

Lienor's Name: {COMPANY NAME}

{ADDRESS}

By _____

Signature

Print Name

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

Sworn to and subscribed before me this _____ day of _____ 20__.

Signature of Notary Public

Notary Public for the State of Florida

County of Hillsborough

Personally Known _____

Produced Identification/Type of Identification _____



Subcontractor Payment Terms

Concrete & Block

Rail _____ Prep _____ Pour _____ Block _____ DW _____ SW _____

Framing

1 Story _____ 2 Story _____ 1st Draw _____ 2nd Draw _____ 3rd Draw _____

Check Release Authorization

The following individuals are authorized to sign lien waivers and pick up checks at CKS Masonry & Concrete, Inc.

Name _____
Position _____

Name _____
Position _____

___ Mail my check to the following address

Company Name

Signature of Owner/President

Printed Name

Subcontractor Non-Solicitation Agreement

THIS NON-SOLICITATION AGREEMENT (the "Agreement") is made as of the ___ day of _____, 20___ in favor of CKS Masonry and Concrete, Inc., a Florida corporation having its principal office at 312 Aulin Avenue, Oviedo, Florida 32765, and all subsidiaries and affiliates thereof (collectively the "Company"), by, _____, whose address is _____, and all subsidiaries and affiliates thereof (collectively, the "Subcontractor"). In consideration of subcontractor's engagement by the Company to perform masonry and related services, and in acknowledgement that Subcontractor will gain specialized and unique knowledge and experience, and will establish relationships with Company's customers, suppliers and other employees, the continued engagement of Subcontractor by Company, and the mutual agreements and promises stated below and other good and valuable consideration, the sufficiency of which Subcontractor hereby acknowledges, Subcontractor agrees as follows:

1. **Non-Solicitation.** Subcontractor agrees that for so long as Subcontractor provides services to Company (including periodic breaks in service between jobs) and for a period of one (1) year after the date Subcontractor's engagement by Company is discontinued, Subcontractor will not, directly or indirectly, and will not allow any of Subcontractor's employees, independent contractors, agents, officers, or directors to, solicit, interfere with, accept business from or otherwise endeavor to entice away from the Company any Client or employee of the Company. For purposes of this Agreement, the term "Client" shall mean any person or entity that received service of any type from Company during the one year period immediately preceding the last day of Subcontractor's engagement by Company and any person or entity that Company has solicited to provide service to during the six month period preceding the last day of Subcontractor's engagement by Company.

2. **Non-Disparagement.** Subcontractor agrees that during or after the term of this Agreement, Subcontractor will not, and will not allow any of Subcontractor's employees, independent contractors, agents, officers, or directors to, criticize or make any disparaging remarks about Company or its officers, managers, attorneys or other employees.

3. **Assignability/Breach and Remedies.** By executing this Agreement, Subcontractor acknowledges that this Agreement is assignable by Company and acknowledges that a breach of this Agreement will give rise to irreparable and continuing injury to the Company, and further agrees that the Company or its successors and assigns may obtain equitable and injunctive relief against any breach or threatened breach of this Agreement in addition to an accounting and a repayment of all compensation and other benefits that Subcontractor realized or may realize in connection with any such violation, as well as any other legal remedies which may be available to the Company. Subcontractor expressly consents to the entry of a temporary restraining order and/or injunction without notice and without bond in the event of any threatened or actual breach. Should it become necessary for the Company to file suit to enforce the terms of this covenant and the Company prevails, Subcontractor agrees to pay all costs expended by the Company including court costs, reasonable attorney's fees and costs through trial and appeal. All remedies available to the Company shall be cumulative. If any court refuses to enforce this Agreement, or any provision hereof, because it is more extensive (as to time, definition

of business or otherwise) than is necessary to protect the business and goodwill of the Company, Subcontractor agrees that this Agreement, or the offending provision hereof, shall be modified to the extent necessary to permit the terms hereof to be enforced in any such legal proceeding. The existence of any claim or cause of action the Subcontractor may have against the Company shall not constitute a defense to the enforcement by the Company of its rights hereunder. Subcontractor understands that all obligations under this Agreement will survive termination or discontinuation of Subcontractor's engagement by Company.

4. **Independent Contractor Relationship.** Nothing in this Agreement should be construed as a promise of continued engagement of Subcontractor by Company for any period of time. Subcontractor remains an independent contractor whose engagement may be terminated according to the terms of Subcontractor's engagement by Company.

5. **Choice of Law.** This Agreement and the duties and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any conflicts of laws, doctrines, or provisions. Subcontractor agrees that venue for all legal actions instituted to enforce any rights or obligations contained herein shall be in Orange County, Florida.

6. **Severability.** To the extent local, state or federal law or regulation renders any provision of this Agreement invalid or unenforceable, that portion of the Agreement shall be stricken. The rest and remainder of this Agreement shall remain in full force and effect.

7. **Joinder.** As an owner/executive/representative of Subcontractor, the person signing below agrees to be personally bound by the terms and conditions set forth herein.

Sign: _____

Print Name: _____

Title: _____