



DENVER LANDSCAPES

Landscape Design and Construction

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SUBCONTRACTOR AGREEMENT

This Agreement as negotiated herein, is entered into by Denver Landscapes and _____ "Subcontractor".

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Subcontractor and the Contractor hereby agree as follows:

Article 1. Statement of Work:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and Conditions negotiated by the parties for particular projects. Contractor and Subcontractor hereby agree That the terms and conditions of tis Subcontractor Agreement (the "Agreement") shall apply whenever Subcontractor provides services to Contractor.

Article 2. Insurance:

Prior to commencement of any Work under the Agreement and until six (6) years after completion and final acceptance of the Work, Subcontractor shall at its sole expense, maintain the following insurance on its own behalf and be responsible for requiring the following insurance from its Subcontractors(s), supplier(s) and assign(s), and shall furnish to the Contractor Certificate of insurance evidencing same as follows:

- A. General Liability Insurance (including broad form contractual liability and completed operations, explosions, collapse and underground hazards) in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, covering personal injury, bodily injury and property damage. Two Million Dollars (\$2,000,000) for General Aggregate. Two Million (\$2,000,000) for Products & Completed Operations. Aggregate Limits apply per Project.
- B. General Liability Insurance shall include Contractor and Owner as Additional Insured. A CG-5227 6/10 Endorsement and CG-3228 6/10 (or their equivalent as permitted by law) shall be utilized for the policy(ies) described above and must include both Ongoing Operations and Completed Operations.
- C. The General Liability policy shall not have any of the following limitations:
 - a. Residential Work Exclusion
 - b. Modification of limitation to the Contractual Liability Coverage
 - c. Exclusion for work performed by Sub-Contractors
- D. Comprehensive Automobile Liability Insurance including hired and non-owned vehicle, if any, in the amount of not less than One Million Dollars (\$1,000,000) covering personal injury, bodily injury and property damage. Contractor and Owner shall be included as Additional Insured.
- E. Worker's Compensation Insurance in the amount of not less than the statutory minimum with an employer's liability coverage of at least Five Hundred Thousand Dollars (\$500,000) as required by law.

- F. Insurance afforded to Contractor and Owner as Additional Insured under Subcontractor's policies shall be written as primary insurance and not excess over, or contributing with, any insurance purchased or maintained by contractor or Owner.

Subcontractor shall not subcontract or assign any part of this Agreement without assuming absolute responsibility for requiring similar insurance and waivers from its Subcontractor(s), Supplier(s) and Assign(s). No policy shall permit cancellation without thirty (30) days prior written notice of cancellation to Contractor, with an exception of ten (10) day's notice for cancellation due to non-payment. Failure of Subcontractor to maintain complete insurance may, at Contractor's option, be deemed a material breach of this Agreement allowing Contractor to terminate this Agreement or to provide insurance at Subcontractor's sole cost and expense.

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractor, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, and any separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The commercial General Liability and Workers Compensation policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity who would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

The carrying of the insurance as specified herein shall not be construed to be a limitation of liability on the part of the Subcontractor, nor to relieve Subcontractor of any liability or responsibility under the Agreement or as a matter of law.

Subcontractor shall file Certificates of Insurance with Contractor which shall be subject to Contractor's approval. Contractor's approval, disapproval or failure to act regarding any insurance supplied by Subcontractor shall not relieve Subcontractor of full responsibility or liability for damages or accidents.

Any policies affected by Subcontractor on its own and/or rented equipment and material shall contain a provision requiring the insurance carriers to waive their rights of subrogation again Owner and Contractor.

Contractor and Subcontractor shall be responsible for any loss or damage to their machinery, apparatus and non-expendable items or their equipment.

All insurance carriers issuing any insurance required hereby shall have the most recent Best Key Rating Guide of A-, with size rating of VIII, or better.

Article 3. Independent Contractor:

Subcontractor shall be an independent contractor under the Subcontract and shall assume all rights, obligations, and liabilities applicable to an independent contractor. Subcontractor shall comply with any and all state and federal laws regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by the Subcontract, and Subcontractor shall pay the taxes of contributions measured by wages of its employees required by the Internal Revenue Service, the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax.

Article 4. Indemnification and Arbitration:

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorney's fees arising from or in any way connected with the work performed, materials furnished or services provided to Contractor during the term of the Agreement.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning the Agreement shall be entitled to reasonable attorney's fees.

Article 5. Warranty:

Subcontractor warrants its work for a period of 1 year(s) against all defects in materials or workmanship.

This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with ninety (90) days written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity, warranty, or insurance requirements.

This Agreement is governed by the laws of the State of Colorado. Any amendment(s) must be given in writing.

SUBCONTRACTOR

CONTRACTOR

Company: _____

Company: Denver Landscapes

By: _____

By: Shane Meyer

Title: _____

Title: President

Date: _____

Date: _____