



Sasser Companies, LLC-SUBCONTRACTOR VENDOR AGREEMENT

Project: **For any and all projects**

Sasser Companies, LLC, (Contractor) would like **[Subcontractor]** to perform certain construction services for the above identified Project in accordance with the scope of work as set forth below ("Work").

The Work must be completed in accordance with the following Project Schedule:
To be determined by Contractor and Subcontractor

Compensation:

The Contractor shall pay the Subcontractor, subject to the terms of the Vendor Agreement, if applicable, the liquidated sum of **"To be determined"** Dollars inclusive of any and all Reimbursable Expenses.

Scope of Work:

The following Work is required to be performed pursuant to this Vendor Agreement:
All projects performed for Sasser Companies, LLC.

1. Indemnification and Subcontractor's Liability

Subcontractor hereby assumes the entire responsibility and liability for all Work including supervision, labor, materials, scaffolding, tools, equipment, supplies and other things provided, whether or not erected in place, until final acceptance of the entirety of the "Project" by Owner. AS In the event of any loss, damage or destruction thereof from any cause, Subcontractor shall be liable therefore, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's cost, subject to the fullest extent possible consistent with the anti-indemnity and/or public policy indemnity statute in the state where the subject real property and project is located. For example, in North Carolina, this Subcontract shall be enforceable to the fullest extent possible under Chapter 22B of the North Carolina General Statutes. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Contractor, Owner and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Subcontractor's Work, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Subcontractor or any entity for which the Subcontractor is legally responsible or vicariously liable: Such indemnity obligation shall not be construed to negate, abridge or otherwise limit any other obligations of the Subcontractor or rights of Contractor hereunder. This Indemnity shall be in addition to any Indemnity imposed by the Contract Documents and shall survive the completion of the Work or the termination of the Subcontract. If any word, phrase, or sentence of this Paragraph is inconsistent with the anti-indemnity and/or public policy indemnity statute in the state where the subject real property and project is located, this Paragraph shall be construed to the fullest extent permissible at law, including—to the extent possible—the application of the particular state's blue-pencil or redaction caselaw to apply, save or revive this Paragraph to the fullest extent permissible at law.

2. Subcontractor's Insurance

Prior to commencing the Work, Subcontractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Subcontract, insurance coverage required by the Contract Documents and this Subcontract. At a minimum, the types of insurance and at least the minimum policy limits specified shall be maintained in a form and from insurers acceptable to Contractor as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business and issue the requisite line of insurance in the state where the project is located. This insurance shall provide a defense and indemnify the Contractor. This Paragraph shall be construed, to the fullest extent permissible at law, to create an insured contract. Subcontractor shall provide Contractor with proof of insurance, as set forth below before the Work commences. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's Work, the Subcontractor shall require the other Sub-Subcontractors, prior to the commencement of the Work, to furnish evidence of equivalent insurance coverage that includes in all respects the same terms and conditions as set forth herein. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein. In the event that the insurance company(ies) issuing the policy(ies) required by this Subcontract Agreement deny coverage to the Owner, Contractor or the Subcontractor, the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify the Owner and Contractor at the Subcontractor's or Sub- Subcontractor's expense. The Subcontractor's or Sub-Subcontractor's duty to defend is an obligation distinct from the obligation to indemnify, and the duty to defend shall be construed to the fullest extent permissible at law in the state where the subject project and the subject real property are located.

Subcontractor Vendor Agreement

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$2,000,000 General Aggregate per Project
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000 Combined Single Limit per accident

Workers' Compensation and Employers' Liability Insurance

\$500,000 Each Accident; \$500,000 Each Employee for Injury by Disease; \$500,000 Aggregate for Injury by Disease

Excess or Umbrella Liability (to overlay Employer's Liability, Automobile Liability and Commercial General Liability coverages)

\$1,000,000 Occurrence /aggregate

The Contractor and Owner, along with their respective officers, agents and employees, shall be named, identified and construed, to the fullest extent permissible at law, as additional insureds on the Commercial General Liability Policy, Business or Commercial Policy, Professional Liability Policy, Automobile Liability Policy, and any Policy for Ongoing Operations and/or Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's respective policies of insurance as set forth herein, including any Excess or Umbrella Policies. The Subcontractor shall continue to carry Completed Operations Liability Insurance for, at a minimum, the applicable statute of repose in the state where the subject work is performed. It is a material term of this Vendor Agreement for the Subcontractor to familiarize itself with the applicable statute of repose in the state where the work is performed and consult with the Subcontractor's legal counsel to determine the time that Completed Operations Liability Insurance shall be in effect. If Subcontractor fails to obtain Completed Operations Liability Insurance for the length of the applicable statute of repose, it is a material breach of this Vendor Agreement, and it shall not be defense to the enforcement of this agreement that Subcontractor did not know and/or Subcontractor did not seek legal advice or advice from an insurance professional concerning the amount of time that Completed Operations Liability Insurance be in effect under this Vendor Agreement. It is expressly understood by the parties to this Vendor Agreement that it is the intent of the parties that any insurance obtained by the Contractor shall be deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, or any of their respective consultants, officers, agents, Sub-subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella Liability and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term. Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) naming Contractor and Owner as additional insureds as required hereunder. The required Insurance policies and Certificate(s) of Insurance shall provide for thirty (30) days' advance notice to Contractor of the cancellation or any change in coverage. Certified copies of insurance policies shall promptly be made available to the Contractor at the start of the Work, and upon request thereafter.

3. Safety & Clean-up

The Contractor makes no representation with respect to the physical conditions or safety of any Project Site. The Subcontractor or Sub-Subcontractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers and/or exposure of workers and others to hazardous materials is the responsibility of the Subcontractor or Sub-Subcontractor, and Subcontractor or Sub-Subcontractor shall comply with all safety measures initiated by Contractor and federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by Contractor during the progress of the Work. Subcontractor shall notify Contractor within three (3) days of any injury to an employee or agent of Subcontractor that occurred at the Project Site. Subcontractor or the Sub-Subcontractor shall clean up the areas used by it or its Work on a daily basis in a manner that will not impede either the progress of the Project or of other trades.

Please send invoices to ap@sasser247.com and copy the Project Manager

Ensure the following information is on your invoice:

- Company Name
- Remit To Address
- Phone Number
- Email
- Invoice Date
- Due Date
- Invoice Number
- Project Number/Project Name
- Project Manager
- Details of Work Completed
- Amount Due