

## Company Profile

**Service Provider Information:**

Company Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Company E-Mail Address: \_\_\_\_\_

Dispatch E-mail Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Phone #: \_\_\_\_\_

### Business Information:

A. How many years have you been in business? \_\_\_\_\_

B. Circle the services your company provides:    Snow Removal    Salt Application    Brine Application

Lawncare      Mulch      Fertilization/Weed Control

Handyman Service   Lot Sweeping   Trash/Porter

C. What other services does your company provide? \_\_\_\_\_

D. How many company trucks do you have? \_\_\_\_\_

E. Other service equipment? (Loader, Dump Truck Etc.) \_\_\_\_\_

F. What is your service mile radius? \_\_\_\_\_

G. Do you have more than one dispatch location? If so please list locations. \_\_\_\_\_

H. Does your company provide 24 Hour service? \_\_\_\_\_

I. What is your response time for emergency service within 30 miles? \_\_\_\_\_

Subcontractor's Initials \_\_\_\_\_

## **Proprietary and Confidential**

### **Subcontractor Agreement**

This Subcontractor Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Effective Date) by and between Flashover Maintenance, LLC (Corporate office located at 4375 Bellefontaine Rd. Lima, OH 45804) and \_\_\_\_\_ a corporation with offices located at \_\_\_\_\_ (subcontractor).

### **Subcontractor Services**

Subcontractor shall perform and furnish the Subcontracted Services in a good and workmanlike manner. Subcontractor shall provide and pay for all labor, materials, tools, equipment and all other necessary facilities for the execution and completion of the Subcontracted Services to FLASHOVERs' satisfaction.

FLASHOVER may modify the statement of Subcontract Work at any time during the term of this Agreement by providing written notice to Subcontractor.

Subcontractor shall comply with all job site work rules in the performance of the Subcontracted Services and cooperate with FLASHOVER in scheduling and performing Subcontractor's work to avoid conflict, delay in, or interference with the work of FLASHOVER or other Subcontractors.

Subcontractor shall preserve and protect the work site and all associated structures, equipment, utilities, other improvements, and vegetation (such as trees, shrubs and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required. If Subcontractor fails or refuses to repair damage promptly, FLASHOVER may have the necessary work performed and charge the cost to Subcontractor after a 7-day notice.

Subcontractor shall at all times keep the work site, free from accumulations of waste materials. Before completing the Subcontracted Services, Subcontractor shall remove from the work site any rubbish, tools, scaffolding, equipment, and materials that have not been identified by FLASHOVER as the property of FLASHOVER or the Customer. Subcontractor shall leave the work site in a clean, neat and orderly condition satisfactory to FLASHOVER. If Subcontractor fails or refuses to clean-up the work site, FLASHOVER may have the necessary work performed and charge the cost to Subcontractor.

Subcontractor shall not be considered a partner, co-venturer, agent, employee, or representative of FLASHOVER, but shall in all respects remain an independent contractor. Subcontractor shall not be entitled to participate in or receive any benefits or rights as employees of FLASHOVER. Subcontractor shall be solely responsible for all taxes and payments concerning its employees and agents, including without limitation, withholding taxes, unemployment insurance and workers' compensation insurance, social security and payroll taxes.

Subcontractors shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities, including, but not limited to: all applicable Equal Employment Opportunity and Affirmative Action laws, regulations and orders. Applicants for employment by Subcontractor and employees of

Subcontractor's Initials \_\_\_\_\_

Subcontractor shall be treated on the basis of merit, qualifications and competence, without unlawful discrimination based upon race, color, religious creed, national origin, citizenship, marital status, sex, being over the age of forty (40), disability or United States Veteran status and all federal, state and local health and safety regulations.

**Fees:** The sum to be paid by FLASHOVER to Subcontractor for the performance and completion of the Subcontracted Services is set forth in the Statement of Subcontract Work. FLASHOVER shall pay the Fees within forty-five (45) days after receipt of an itemized invoice covering the Subcontracted Services performed in the previous month and receipt of a work order executed by FLASHOVERs' customer stating that the Subcontracted Services were Satisfactorily performed by the Subcontractor for the period covering the invoice. FLASHOVER shall not be responsible for any out-of-pocket expenses incurred by Subcontractor in the course of performing the Subcontracted Services. FLASHOVER reserves the right to reject any invoice received more than 48 hours after the service has been performed. **The Fees shall include all applicable federal, state and local taxes and duties. \*\*Any delay in payment from the customer could cause delay in payment to the subcontractor\*\***

Subcontractor shall indemnify and hold harmless FLASHOVER, its customers, and their respective owners, subsidiaries and affiliates, as well as the officers, directors and employees of each, from and against any damages, fines, penalties, costs and other amounts (including attorneys' fees and expenses) resulting from claims, demands or causes of action relating to or arising out of or caused by: Subcontractor's performance of the Subcontracted Services under this Agreement, including claims, demands or causes of action relating to or arising out of the death of or personal injury to any person (including the Subcontractor's employees) or damage to tangible personal property or any breach by Subcontractor of its representations, warranties, covenants or obligations under this Agreement.

The term of this Agreement shall commence on the effective date and continue through the period specified in the statement of subcontract work. The parties may extend the term of this Agreement by mutual written agreement. FLASHOVER may terminate this agreement without cause immediately upon written notice to Subcontractor.

**Non-Competition:** Both parties acknowledge that the purpose for which they have entered into this relationship is for FLASHOVER to provide the opportunity to Subcontractor to provide the Subcontracted Services on a third party subcontracted basis only. Accordingly, Subcontractor agrees that during the term of this Agreement and for eighteen (18) months thereafter, neither Subcontractor nor any affiliate of the Subcontractor shall submit a bid, proposal or offer to provide, enter into an agreement with any of FLASHOVERs' customers to whom Subcontractor has been providing the Subcontracted Services to or any of their affiliates, to provide the Subcontracted Services to, or otherwise interfere with FLASHOVERs' relationship with such customers. Subcontractor and FLASHOVER acknowledge and agree that the restrictions contained in this section are reasonable and necessary in order to protect the legitimate interests of FLASHOVER. Subcontractor further acknowledges and agrees that any violation of the foregoing described provisions would result in irreparable injury to FLASHOVER, and that, in the event of a violation, FLASHOVER shall have the right to seek to have this Agreement specifically enforced by injunction, temporary restraining order or other equitable relief.

Subcontractor's Initials \_\_\_\_\_

### **Insurance Requirements**

**Coverage:** In no event shall the Subcontracted Services be performed until the required evidence of insurance is provided in accordance with this and is approved by FLASHOVER. If found to be non-compliant, FLASHOVER may purchase the required insurance coverages and the cost will be borne by the Subcontractor through direct payment/reimbursement to FLASHOVER, or FLASHOVER may withhold payment to the Subcontractor for amounts owed to it. Subcontractor shall at all times during the term of this Agreement, provide and maintain insurance at Subcontractor's sole cost and expense.

All insurance shall be procured from reputable insurers authorized to do business in the state where the Subcontracted Services are being performed. Subcontractor shall not have a deductible /self-insured retention on any policy greater than \$50,000. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. Subcontractor shall provide at least 30 days' prior written notice to FLASHOVER in the event coverage is materially changed, cancelled or non-renewed. It is the Subcontractor's responsibility to replace coverage to comply with the requirements so there is no lapse of coverage for any time period. Subcontractor shall provide FLASHOVER with Certificates of Insurance, evidencing the insurance coverages listed in this section.

Coverage is to be provided by the standard Commercial General Liability Insurance policy. Hazards of premises/operations, independent contractors, products and completed operations; contractual liability coverage, broad form property coverage.

**Limits of Liability:** 1,000,000 Each Occurrence; 1,000,000 Completed Operation Aggregate (3 years minimum after project completion; 1,000,000 Personal Injury and Advertising Injury and 1,000,000 General Aggregate.

Business Automobile Liability Insurance Covering All Owned, Non-Owned and Hired Automobiles. Such insurance shall provide coverage not less than that of the standard Business Automobile Liability policy. 1,000,000 Per Accident for Bodily Injury and Property Damage Combined Single Limit.

Workers Compensation as required by the Workers Compensation Laws of the State in which this project is taking place, covering all employees; Employers Liability limits: \$500,000 Each Accident, \$500,000 Disease - Each Employee, \$500,000 Disease – Policy Limit and Blanket Waiver of Subrogation, where permitted by state law.

Owned, Leased, Rented or Borrowed Equipment. Subcontractor shall maintain Property Coverage for their owned, leased, rented or borrowed equipment, tools, trailers, etc. Subcontractors shall provide coverage for damage to their work, materials, to be part of the project (on-site and off-site) and in transit.

All Policies listed above may not contain any limiting "insured versus Insured" exclusion.

No Right of Action: Subcontractor waives and releases all rights against FLASHOVER, its customers and their respective owners, subsidiaries, and affiliates, and the officers, directors and employees of any of them, for any claims, rights of action, damages and liabilities to the extent covered by the insurance maintained or required to be maintained by Subcontractor under this Agreement.

Subcontractor's Initials \_\_\_\_\_

FLASHOVER MAINTENANCE LLC

All notices shall be in writing and shall be delivered personally or in the mail. All Notices shall be properly addressed as follows:

If to Flashover Maintenance, LLC

If to Subcontractor:

4375 Bellefontaine Rd.

Lima, OH 45804

Attn: Brian Knowlton

**Severability:** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

To the extent, Subcontractor wishes to subcontract any portion of the Subcontracted Services with any other entity to fulfill Subcontract's obligations under this Agreement or any Statement of Subcontract Work, Subcontractor shall obtain FLASHOVERs' prior written consent to do so. Subcontractor shall at all times remain solely and wholly responsible for its obligations hereunder and any breach of such obligations by its subcontractors.

Subcontractor shall not pay any salaries, commissions, fees or make any payments or rebates to any employees or officers or agents of FLASHOVER, or to any designee of any such employee or officer, or favor any employee or officer of FLASHOVER, or any designee of any such employee or office with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.

Subcontractor shall not use FLASHOVERs' name or proprietary markings for any commercial purpose without the prior written consent of FLASHOVER.

This Agreement is non-exclusive. Nothing in this Agreement shall prevent or limit FLASHOVER from contracting with other subcontractors for the provision of similar services.

Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties or to allow either party to bind the other or incur any obligation on its behalf.

This Agreement, together with any exhibits hereto, is the entire agreement between the parties relating to the subject matter of this Agreement. This Agreement shall supersede any prior agreement or understanding, whether written or oral, and any other communications between the parties relating to the subject matter of this Agreement. This Agreement may only be amended by a writing specifically referencing this Agreement, which has been signed by authorized representatives of each party.

Subcontractor's Initials \_\_\_\_\_

FLASHOVER MAINTENANCE LLC

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Subcontractor Agreement on the date first written above.

Flashover Maintenance, LLC

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

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

Subcontractor

By: \_\_\_\_\_

Name (print) \_\_\_\_\_

Title: \_\_\_\_\_

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

Subcontractor's Initials \_\_\_\_\_

### **Equipment Agreement**

I \_\_\_\_\_ acknowledge that while I am subcontracted through Flashover Maintenance, LLC. I will take proper care of all company equipment that I am entrusted with. I further understand that upon my termination, I will return all property of Flashover Maintenance in working order. I understand that I may be held financially responsible for damaged property. This agreement includes, but is not limited to, the following: Tools, Company Vehicles, Rental Equipment, Other Equipment. I understand that failure to return equipment within 24 notice will be considered theft and will lead to criminal prosecution by Flashover Maintenance, LLC. Property must be returned to 4375 Bellefontaine Rd. Lima, OH 45804 or local law enforcement will be notified.

Signature: \_\_\_\_\_

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

### **Drug-Free Workplace Policy**

I, \_\_\_\_\_, as a subcontractor of Flashover Maintenance, hereby acknowledge the company's policy for a drug-free workplace and may require me to submit, prior to employment and/or random, to urine drug testing and/or breath, saliva or blood alcohol testing.

I further understand the purpose of the analysis is to determine or rule out the presence of non-prescribed or prohibited dangerous controlled substances in my system.

I hereby and herewith release Flashover Maintenance, its employees, agents and subcontractors from any and all liability whatsoever arising from this request for testing, from the actual testing procedures and from decisions made concerning my application for or continuation of employment based on the results of the analysis.

I agree to cooperate in all aspects of the testing program.

I hereby authorize the release of my drug and/or alcohol test results to the contractor's medical review officer and/or the company's examining physician, as provided by the policy.

Signature: \_\_\_\_\_

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

Subcontractor's Initials \_\_\_\_\_



**Statement of Subcontract Work**

**Refer to EXHIBIT "B" attachment**

Subcontractor's Initials \_\_\_\_\_



## **Confidentiality Agreement**

It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. The Confidential Information to be disclosed can be described as and includes:

Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

2. The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.

3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

4. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Signature: \_\_\_\_\_

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

Subcontractor's Initials \_\_\_\_\_

**FLASHOVER Credit Cards – P/O Accounts**

Flashover Maintenance, LLC. Company credit cards are to be used for business purposes only. ANY and ALL Purchases must be approved by Brian Knowlton FIRST. NO Exceptions! On the receipt, you must have the JOB Name and address. If it is a fuel receipt it must have the vehicle name, number and mileage on the receipt. Receipts MUST be turned in weekly. If you lose or do not keep a receipt the purchase price will be deducted from your pay.

Signature: \_\_\_\_\_

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

Subcontractor's Initials \_\_\_\_\_