



Project: Chomicki-90234

Date: 6/5/2019

Chris and Catie Chomicki
2383 Sugar Flat Road Lebanon, TN 37087

Project Manager: Scott Foland

Subcontractor: James Littlefield

Project Scope

Archadeck to build a custom pressure treated pool deck, 3 total decks, with black aluminum spindles. Pergola to be installed on one of the decks. Deck is low to grade.

See attached Carpenter's Package for construction plans and details

Build Schedule:	Start:	6/19/2019	Work Saturday:	Yes
	Completion:	7/10/2019	Available Days:	19

Project Draw

\$9,250.00

TOTAL SUBCONTRACT AMOUNT INCLUDES LABOR, MATERIAL TAKE-OFF, AND \$100 FOR MATERIAL RUNS

Draw Schedule

10% of project total held back until punch items are addressed and project closed

Subcontractor to invoice builder based on weekly progress. Invoiced amount to not surpass contract amount unless a project addendum has been executed by both parties for additional work.

Contractor agrees to clean-up job site after each day of production and represent the Archadeck brand. Failure to do so will result in the forfeiture of the 10% holdback payment.

See below job site clean-up requirements:

- No cigarette butts on ground!
- Remove all wood scraps from job site and dispose of in dumpster
- Roll-up all power cords and place out of way of walkways
- Put tools in designated area away from walkways and doors
- Pick up any loose nails/screws and store in containers or dispose of in dumpster
- Broom sweep or blow off job site as needed
- Keep shirts on at all times! Our clients expect this from a professional organization

Agreement

This Subcontract Agreement (herein the "Agreement") is made and entered into at **Lebanon**, TN, this 5 day of June, 2019 by and between Henderson Enterprises LLC (herein the "Company") and James Littlefield (herein the "Subcontractor"). Subcontractor's EIN

SECTION ONE

Subcontractor Services

Subcontractor shall provide all the work, labor, hardware, tools and machinery which may be necessary in order to complete to the reasonable satisfaction of the Company all contract work (herein the "Work") assigned to it by the Company.

The Work shall be constructed by Subcontractor in a timely and workmanlike fashion and according to the plans, contracts, and specifications provided by the Company. Subcontractor shall daily and upon completion of the Work clean the job site, including removal of all debris and other materials relating to the Work, unless otherwise directed in writing by the Company. Subcontractor shall complete the Work in strict compliance with all statutes, ordinances, rules, regulations, building codes and all other requirements of all governmental agencies having jurisdiction over the Work. Subcontractor shall locate the construction of the Work on the building site as shown on the permit and the application therefore.

The Subcontractor shall be responsible for seeing that the Work is done in accordance with the requirements of the building and related codes of the public entity having jurisdiction over the Work, if any, and said Work, when completed, shall be of such quality as would comply with said codes. Such Work shall also comply with any applicable subdivision covenants and restrictions, zoning, and yard requirements and any other rules and regulations pertinent to the Work herein contemplated.

The Subcontractor shall conduct its business in compliance with all federal, state, and local statutes, ordinances, rules, regulations, and all other requirements of all governmental agencies having jurisdiction over the Subcontractor, including, but not limited to, OSHA guidelines and tax laws.

SECTION TWO

Commencement and Completion of Work

Subcontractor shall commence construction of the Work on 6/19/2019 and the Work shall be substantially complete and ready for use on or before 7/10/2019 or such other date or dates that the parties may mutually agree upon in writing.

SECTION THREE

Payment

The customer name and address, the Work to be performed and the gross contract price shall be set forth in a Contractor's Worksheet attached hereto and incorporated by reference in to this Agreement. Subcontractor shall be paid upon completion of the Work, all additional work agreed to, and all repair or replacement work brought to the Subcontractor's attention, to the complete satisfaction of the Customer and the Company.

Additions and changes in the Work set forth in the Contractor's Worksheet shall be agreed to in writing by addendum which shall be attached to and incorporated by reference into this Agreement. Such addendum shall describe the addition, deletion or other change in the Work and the change in the contract price as the result of such change.

Upon completion of the Work, and [prior to payment, Subcontractor shall submit to Company all invoices, written receipts for materials, or other reimbursable costs or expenses incurred by Subcontractor with the approval of the Company. Such invoices and receipts shall identify the name of the job, the supplier, and contain an itemization of the expenses incurred.

Subcontractor shall not be entitled to any additional compensation for any time incurred in pick-up of additional materials which could have been discovered by conducting an inventory of lumber and materials on the job site at the commencement of the Work.

Upon completion of the Work, and prior to or contemporaneously with payment, the Company shall provide Subcontractor a written statement setting forth the gross contract price, all additions or deductions by way of addendum(s), approved invoices or receipts, advances or progress payments made, any and all other set-offs permitted under this or any other provision of this Agreement, and the Final Contract Price. Acceptance of payment of the Final Contract Price shall constitute full and final payment and a waiver of any further compensation, as well as a waiver of any and all lien rights for labor or materials furnished by the Subcontractor on the premises. Subcontractor shall tender a written Final Waiver of Lien upon request of the Company.

SECTION FOUR

Repair and/or Replacement of Defective Work

It is the responsibility of the Subcontractor to repair or replace any of the Work deemed unsatisfactory or defective by the Company. Repairs must be completed within 2 weeks of notification by Company. Repaired or replacement work not completed within 2 weeks will be carried out by the Company. The cost of such repair or replacement work will be deducted from any outstanding invoices from Subcontractor being held by the Company. In the event such outstanding invoices due by Subcontractor from Company do not cover the cost of such repairs; Subcontractor shall, upon written demand of Company; pay Company the amount of such repairs that are due.

SECTION FIVE

Insurance and Indemnification

Prior to the commencement of the Work hereunder, Subcontractor shall provide certificates of insurance for \$300,000 (minimum) general liability combined single limit insurance (bodily injury, property damage, owned and non-owned automobiles, manufacturers' and contractors' products/completed operations) and Worker's Compensation in the statutory amount, naming Company as an additional insured.

In the event that Subcontractor is not required to be insured under any Worker's Compensation or similar laws in the jurisdiction where the Work is performed, Subcontractor shall properly exercise such right of exemption and provide Company evidence of same.

In the event that Subcontractor misleads or defrauds the Company with respect to its Worker's Compensation coverage, resulting in increased premiums for the Company based on compensation paid to Subcontractor, Company reserves the right to set-off against any monies owed the Subcontractor sufficient funds to satisfy the increase in premiums attributable to Subcontractor's engagement.

Subcontractor hereby indemnifies and agrees to hold harmless the Company, its officers, directors, employees and agents from and against any expense, loss, liability, damages, awards, attorney's fees or otherwise arising out of a claim or suit occurring upon or in any way related to the operation of Subcontractor's construction business.

SECTION SIX

Status of Subcontractor

Subcontractor is a subcontractor of Company and is an independent contractor; Subcontractor is not an employee, agent or servant of Company. Nothing in the Agreement shall prevent Subcontractor from offering and performing services for other parties.

SECTION SEVEN

Assignment

The Agreement may not be assigned in whole or in part by Subcontractor without the written consent of Company

SECTION EIGHT

Confidentiality

Subcontractor recognizes that all designs, plans and techniques which shall be or have been imparted to Subcontractor by the Company are proprietary to the Company and that the identity and character of services provided to the Company's customers constitute proprietary business information. Subcontractor shall not at any time, before or after its engagement with the Company, use or disclose the Company's proprietary information without the prior written authorization of the Company.

Any solicitations or inquiries for carpentry work received while working on or as the result of working on a Company project shall be deemed the property of the Company, unless otherwise stated in writing by the Company.

SECTION NINE

Termination

The Subcontractor's engagement with the Company under the terms and conditions of this Agreement may be terminated by either party with or without cause upon 1 week's written notice to the other party at the appropriate address set forth herein or such other address as the Company or the Subcontractor shall designate in writing. The Company may terminate the Subcontractor's engagement for cause immediately upon written notice to the Subcontractor specifying such cause.

Subcontractor shall immediately return to the company the original and all copies of all specifications, designs, plans, equipment and other property owned by the Company. Subcontractor shall not retain any copy or record of the foregoing.

Such termination shall in no way affect or alter the obligations of Subcontractor to abide by and discharge its covenants and agreements set forth herein, which shall survive any such termination, nor shall any such termination preclude Company from exercising any rights or pursuing any remedies available to it following breach by Subcontractor, specifically including, but not limited to, the right to bring an action against Subcontractor or to set-off damages specified by Company against any amounts otherwise due Subcontractor. The Subcontractor shall be liable for the cost of any action brought to enforce the Agreement, including, but not limited to, court costs and attorney’s fees.

SECTION TEN

Notices

Notices may be served by either party by U.S. first class mail, and all notices may be served upon the Subcontractor and upon the Company at the addresses shown below.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon the parties hereto, their successors, administrators and assigns.

SECTION TWELVE

Time of Essence and Extension of Liabilities

Time is the essence of this Agreement, and all of the agreements contain herein shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

SECTION THIRTEEN

Invalidity

If any provision, sentence, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION FOURTEEN

Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Agreement is written.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals the day and year first above written.

Entered into this date 6/5/2019



Subcontractor

Henderson Enterprises LLC
1919 Appomattox Drive Lebanon, TN 37087