

Sub-Contractor/Vendor Contract

Prepared for: Fence Fanatics LLC

PLEASE NOTE: No checks for work completed will be issued until the Accounting Dept. has received all forms within the vendor's packet including this Vendor's Contract, a Certificate of Insurance, signed W9 and Dept of Worker's Comp Form 83. Completed Vendor Packets ready for review can be emailed nicka@fencefanatics.us.

Mailed to at:

Fence Fanatics
608 Tealwood Ln
Flower Mound, TX 75028

Accounts Payable can be reached by phone at 469-607-0505 or email at nicka@fencefanatics.us

IF A CERTIFICATE OF INSURANCE FOR GENERAL LIABILITY IS NOT RECEIVED, UP TO 5% WILL BE DEDUCTED FROM YOUR CHECK.

Sub-Contractor Information

Name of Company _____

Type of Business: Corporation _____ Sole Proprietorship _____ Other _____

Social Security or Tax ID Number: _____

Name of Owner(s): _____ and/or Officers _____

Business Address: _____

Business Phone: _____ Business Fax: _____

City: _____ State: _____ Zip Code: _____

Sales Rep: _____ Mobile#: _____ Email: _____

Field Rep: _____ Mobile#: _____ Email: _____

Accounting: _____ Mobile#: _____ Email: _____

Emergency #: _____ After hours Emergency #: _____
(Emergency numbers will only be used if a true emergency occurs.)

Insurance Company (Workers Comp.): _____

Expiration Date of Policy: _____ Policy Number: _____

Name of Agency Issuing Policy: _____

If no workers compensation insurance information is provided is a wavier on file? _____

Insurance Company (General Liability): _____

Expiration Date of Policy: _____ Policy Number: _____

Name of Agency Issuing Policy: _____

Insurance Certificate Requirements: Please provide a General Liability Insurance Certificate showing Fence Fanatics, LLC. as the certificate holder and the additionally insured. Mail to 608 Tealwood Ln Flower Mound, TX 75028 or email to nicka@fencefanatics.us

Printed Name of person completing form: _____

Signature: _____ Date: _____

This Contract, signed by the parties hereto, and any and all Work Orders hereafter issued, shall constitute the contract between Fence Fanatics, LLC. and the undersigned Contractor in accordance to the following:

1. The work to be performed hereunder in general is described as: _____.
2. The Contractor shall not perform any work on any project without a written and approved price or bid on file with Fence Fanatics, LLC.
3. Contractor shall perform all labor in a professional and workmanlike manner according to the standard practice and warrants that all labor done and any materials furnished by Contractor will meet or exceed FHA property standard, VA requirements and any applicable building code requirement. There shall be no use or possession of illegal drugs or alcohol by Contractor or any of Contractors employees or agents on projects or property of Fence Fanatics, LLC.
4. Contractor further warrants all labor and materials furnished by Contractor to be free of defects. Contractor shall warrant all products for a period of one (1) year; electrical, plumbing, heating ventilating and air conditioning systems (HVAC) for two (2) years; and all structural elements, including but not limited to foundation, framing and roofing, for a period of ten (10) years from the original sale date of the home. Contractor agrees to make all repairs and correct such defects under the warranty within eight (8) hours of notice of such defect in an emergency and within forty-eight (48) hours of notice of such defect on a non-emergency basis. Fence Fanatics, LLC. shall determine if the warranty work is or is not an emergency. Do not perform work for which an invoice will be sent to Fence Fanatics, LLC. without direct consent from a Fence Fanatics representative. If work is performed without Fence Fanatics, LLC. consent the invoice will not be paid by Fence Fanatics, LLC.
5. Contractor shall submit all invoices to Fence Fanatics, LLC. within thirty (45) days of date work was performed. Invoices submitted after that will no longer be payable. All invoices must include Contractor name, invoice date, address where work was performed, date work was performed

and name of Fence Fanatics representative who ordered work. Any invoice submitted without the above information will be sent back to Contractor to provide missing information and must be resubmitted within the original thirty (45) day timeframe. **All change orders must be separately billed and notated.**

6. All labor and materials furnished by the Contractor shall be in accordance with the plans and specifications furnished by Fence Fanatics, LLC. and Contractor shall keep a copy of such plans on each job while the work is in progress. Contractor acknowledges that Contractor is thoroughly familiar with the plans and specifications as such plans and specifications affect the work and materials herein contracted. Contractor has been provided a copy of the job description.
7. **Contractor shall clean the job site and sweep out the home upon completion of each workday.** All refuse (including food and drinks) shall be placed in receptacles or locations provided or designated by Fence Fanatics, LLC. All materials must be neatly stacked on the job site. Contractor shall salvage all useable materials designated by Fence Fanatics, LLC.
8. Contractor shall furnish all warranties and/or guarantees by manufacturers on appliances and equipment and shall further furnish all certificates required by any government entity and/or VA and/or FHA.
9. Contractor in performance of the work covered hereby is an independent contractor and shall have the sole discretion in the performance of such work except that the same must be performed in accordance with the plans and specifications and the contract agreements.
10. Contractor agrees to furnish certificates of insurance covering workman's compensation and public liability. **General Liability minimum requirements for all trade partners are General Aggregate at \$1,000,000 with \$500,000 per occurrence. Professional Service Contractors (Engineers, Architects, etc) must also carry Professional Liability with a \$1,000,000 minimum.** Fence Fanatics, LLC must be named as additional insured and listed as a certificate holder with the following address:

**Fence Fanatics, LLC
608 Tealwood Ln
Flower Mound, TX 75028**

11. **Contractor agrees to comply with the requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 and amendments thereto and similar laws or regulations and hereby releases and agrees to hold harmless Fence Fanatics, LLC. of any liability of whatsoever nature because of Contractor's employees (or agents) injuries or negligence.**
12. Contractor expressly agrees to indemnify Fence Fanatics, LLC.. against all loss, damage, or claim or whatsoever nature arising out of the performance of the work by Contractor including injuries to persons and/or property and including costs of Court and reasonable attorney's fees.
13. Contractor shall continually perform in a professional manner the work designated under the contract agreement and at a pace consistent with Fence Fanatics, LLC. schedule. In the event Contractor does not substantially perform in a continuous manner and fail to do so for three (3) consecutive days Fence Fanatics, LLC. shall have the right to give three (3) days written notice to the Contractor and shall be entitled to terminate the employment of Contractor and declare Contractor in breach of this contract.
14. In the event of breach of contract by Contractor Fence Fanatics, LLC. shall be entitled to retain all sums due Contractor and shall be entitled to cause the work to be performed by others and shall apply any sums then due Contractor against such costs of completion and thereafter to the cost of the warranty described in Paragraph 4 herein and after all warranties have expired any excess shall be paid to Contractor. In the event costs of such completion results in a deficiency, Contractor shall be fully responsible for the deficiency, together with any damages, costs of Court and reasonable attorney's fees incurred by Fence Fanatics, LLC. Fence Fanatics, LLC. reserves the right to withhold monies to cover Contractor's deficiencies in future work performed by Contractor for Fence Fanatics, LLC.
15. At all times during the performance of this Contract, Fence Fanatics, LLC. shall be entitled to hold from all work in progress statutory sums in accordance with the laws of the State where the work is performed. Contractor waives his right to constitutional and statutory liens on any job not fully performed by Contractor.
16. The contract, the plans and specifications and General Provisions on each job shall constitute the entire contract and there are no other contracts, oral or written, by and between the parties hereto.
17. This Contract shall remain in full force and effect until terminated in writing, however, anything herein contained to the contrary notwithstanding the work to be performed by Contractor shall only include such work as is finally issued by Fence Fanatics, LLC. to Contractor. Any failure of Fence Fanatics, LLC. to enforce any of the terms and provisions of this Contract shall not constitute a waiver of such required performance by Contractor or of any other performances in the future required by Contractor hereunder.

18. All of the General Provisions attached hereto shall constitute a part of this Contract.

EXECUTED THIS THE _____ DAY OF _____, 20__.

CONTRACTOR: _____

BY: _____ TITLE: _____