



1475 Jillbarr Court  
 Rapid City, SD 57701  
 Office .. 605.xxx.xxxx  
 Fax..... 605.xxx.xxxx  
 bill@calform.com

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|--|--|--|--|
| Subcontractor's Name:<br><b>JOE SUBCONTRACTOR</b>  |  | Subcontractor's Address:<br><b>41029 CORNAC COMMON</b>   |  |
| Subcontractor's City, State, Zip:<br><b>BENICIA, CA 94510-4046</b>   |  | Subcontractor's Phone (s):<br><b>707.747.4735/707.747.4735</b>   | Subcontractor's Lic. No.:<br><b>956879</b> |
| Subcontractor's Workmen's Comp. Carrier Name and Phone Number:<br><b>State Fund 510.489.8569</b>                             |  | Subcontractor's Liability Insurance Carrier Name and Phone Number:<br><b>Liberty Mutual 925.489.9696</b> |  |
| Subcontractor's Tax I.D. Number:<br><b>98-5463569879</b>   |  | Project Owner's Name:<br><b>Rockhead Development</b>   |  |
| Project Owner's Address:<br><b>4785 Huntwood Avenue</b>  |  | Project Owner's City, State, Zip:<br><b>Hayward, CA 94659</b>  |  |
| Project Address, City, State, Zip (if different from Project Owners):<br><b>4785968 Enterprise Common, Fremont, CA 94536</b> |  |  |  |
| Construction Fund Holder Name (if any):<br><b>Fremont Bank</b>   |  | Construction Fund Holder Address, City, State, Zip:<br><b>46589 Fremont Blvd. Ste 456</b>                |  |

This Subcontract is by and between **YourCompanyNameHere**, hereinafter referred to as "Contractor" and **John Q. Subcontractor**, hereinafter referred to as "Subcontractor".

**a. Description of work:** Subcontractor agrees to perform, supply and finish upon the project described in the plans, specifications and contract documents (copies of which have been delivered to Subcontractor) within the scope of the plans, specifications and contract documents, with scope of work described below and including, but not limited to, tools, machinery, utilities, scaffolding, and anything else necessary and incident to the performance of the work.

**Specifically:** \_\_\_\_\_

**THIS IS THE PAINTING CONTRACTORS SUBCONTRACTOR AGREEMENT - FORM SC1-C** This form is used TO CREATE AN AGREEMENT BETWEEN YOURSELF AND ANOTHER CONTRACTOR WHO IS SUBCONTRACTING PART OF THE WORK FROM YOU. THIS SUBCONTRACT DOES NOT INCLUDE THE INDEMNITY CLAUSE THAT SOME LIABILITY INSURANCE CARRIERS REQUIRE. IF YOU NEED THE INDEMNITY CLAUSE ORDER FORM SC2. THIS FORM IS AVAILABLE AS A CUSTOM PRINTED FORM, AS A FILLABLE PDF FORM, AND AS PART OF ACT CONTRACTORS FORMS ON DISK FOR PAINTING CONTRACTORS.

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**c. Commencement and Completion of Work:** Subcontractor agrees to promptly begin work as soon as notified by Contractor and complete the work described within 30 days or by 12/30/10. Attention is directed to the fact that the time for completion of this work shall be extended due to the failure of Subcontractor to complete it's work promptly (subject to such extension as may be agreed to by Contractor), acts of God, or other unavoidable casualties beyond Subcontractor's control.

**d. Contractor's Responsibilities:** This project is to be performed in compliance with all applicable Federal and State laws. Subcontractor is an independent, licensed contractor and is responsible for its own employees, sub-contractors, and insurances. If required by Contractor, Subcontractor will furnish a faithful performance and material to Contractor.

**e. Insurance:** Subcontractor will maintain liability insurance in an amount not less than \$ 1,000,000.

**Is a Performance or Bond Required?**  YES  NO (if NO, specify amount and type of bond)

**f. Conditions:** The specifications, provisions, terms and conditions on the back side and on any cover sheet of this contract shall govern.

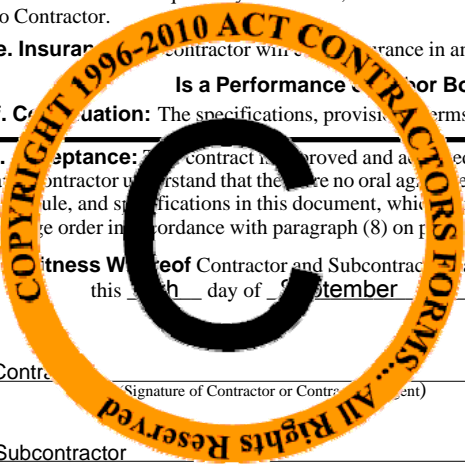
**g. Acceptance:** The Contractor hereby approves and accepts the work of the undersigned Subcontractor and Contractor understands that there are no oral agreements or understandings between the parties of this contract, and the specifications in this document, which contains multiple pages, is the entire agreement between the parties. This contract shall be governed by the laws of the State of California and shall be construed in accordance with paragraph (8) on page two hereunder.

**Witness:** We, the Contractor and Subcontractor, have executed this contract on this 15 day of September, 20 10.

Contractor \_\_\_\_\_  
 (Signature of Contractor or Contractor's Agent)

Subcontractor \_\_\_\_\_  
 (Signature of Subcontractor or Subcontractor's Agent)

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Terms and Conditions

1. Main Contract. Subcontractor acknowledges that they have read and understand the contract between the Owner and Contractor (hereinafter referred to as "Main Contract") and that the terms, conditions, provisions, specifications and plans which are a part of that contract also apply to this subcontract. The Main Contract documents are available for inspection by Subcontractor at the time of signing this subcontract and at Contractor's offices upon appointment. Subcontractor agrees to comply with and perform all provisions in the Main Contract that are in any way applicable to subcontractor's performance of this subcontract. The Main Contract documents are incorporated herein as part of this subcontract.

2. Work. The work to be performed by Subcontractor is not necessarily included on one particular portion of the plans or in one particular section of the specifications or scope. Subcontractor will perform all of the work that falls within their specialty and within the general area of this subcontract, regardless of the fact that the work to be performed is not specifically described in the plans, specifications, scope and any other documents.

3. Licensing. Subcontractor shall be licensed as a contractor in the State of California and will remain in good standing throughout the term of this subcontract.

4. Indemnification. Subcontractor shall indemnify and hold Contractor and Owner harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Contractor or Owner in connection with or arising out of this subcontract, whether or not such claims, damages, losses, costs and expenses are caused in whole or in part by the negligence of Contractor or Owner.

make such written notification on any work or materials when installed shall not in any way waive the right of Contractor to object thereto at any other time.

13. Damage to Work and Protection. Subcontractor shall protect the job site, the work of others, and Subcontractor's own work until completion and acceptance of the Main Contract. Subcontractor to pay for all building materials, sidewalks, driveways and curbs, and anything else damaged on the site through his operation including any damage to the work of others. Subcontractor shall protect his work from any inclement weather.

14. Cleanup. Subcontractor will clean up and remove all surplus materials and debris, (leaving work areas broom clean), resulting from performance of it's work; or if not done within 24 hours upon notice, Contractor may remove and clean up same and charge this cost to Subcontractor.

15. Assignment and Bankruptcy. This subcontract shall not be assigned or sublet by Subcontractor without the written consent of Contractor for the benefit of creditors, without the written permission of Contractor. Contractor has the right to cancel this subcontract if the total cost of completion exceed the

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Contractor shall be licensed as a contractor in the State of California and will remain in good standing throughout the term of this subcontract. Subcontractor shall indemnify and hold Contractor and Owner harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Contractor or Owner in connection with or arising out of this subcontract, whether or not such claims, damages, losses, costs and expenses are caused in whole or in part by the negligence of Contractor or Owner.

7. Payment. Subcontractor shall submit to Contractor applications for payment at such reasonable times as to allow Contractor to apply for and receive payment from owner or construction fund holder. Contractor shall have the right to withhold any payments from Subcontractor, or to pay Subcontractor's labor, and/or material bills jointly so as to include another payee, if Subcontractor fails to present satisfactory evidence that all current bills for labor and materials or other liabilities have been paid in connection with this subcontract. Contractor reserves the right to make a direct payment to any mechanics' lien claimants and deduct the amounts so paid from the subcontract price. Before any payment is made, Subcontractor shall provide Contractor with labor and material releases, in proper statutory form, signed by Subcontractor and all it's workers, all sub-subcontractors and all their workers, and all service, material, and equipment suppliers and shall release all lien rights for work performed and materials furnished through the date to which the payment applies. The fact that Contractor has made progress payments under this contract shall not be interpreted to imply that Contractor has inspected or approved the work performed by Subcontractor. Payments for extras will be made at the time of final payment.

8. Changes, alterations and substitutions. Changes to this subcontract must be made by written change order of Contractor. Contractor may at any time, without voiding this subcontract, order extra work or make other changes through executing a change order altering, adding to, or deducting from this subcontract with the subcontract price being adjusted accordingly. Upon request of Contractor, Subcontractor shall promptly submit detailed estimates of the cost of any extra work or deletions proposed by Contractor. No alteration, substitution, addition, omission, or change shall be made in the work, the materials and equipment supplied, nor in the manner and method of application or the performance of this subcontract in general, without written change order of Contractor. Subcontractor warrants that any substitution of equipment, materials, or method proposed shall be of equal or better quality and shall in all cases achieve the performance standards established by the Main Contract, this subcontract, and any contract documents. Any such change orders are a part of this subcontract and are incorporated herein and shall be executed under the conditions of this subcontract. All claims for extension of time caused by a change order shall be made upon the change order is made. No one is authorized to execute a change order for any reason except Contractor.

9. Claims for extras. Subcontractor will make no claims for extras unless such extras are fully agreed upon prior to their performance by written change order with Builder's authorization and signature. Any extras that have not been approved by Contractor prior to their performance will be conclusively presumed to be within the scope of the original subcontract and no additional compensation will be paid.

10. Supervision and Work Force. Subcontractor shall maintain constantly on the job during the progress of its work and to have a competent foreman approved by Contractor, and employ sufficient workers to complete the work in the given time, except for delays caused by strike, fire, God, or other circumstances beyond the control of Contractor. Subcontractor will apply for and obtain (at it's expense) any special permits required for Subcontractor's work. Subcontractor will comply with all applicable building codes, state regulations, and ordinances of any governmental agency and will be required to present during the performance of this subcontract. Contractor shall have the right to demand production of such documents by Subcontractor, as necessary to show the quality of materials used (such as manufactured objects installed), on the job site. Subcontractor shall bear the entire expense of complying with this paragraph and shall receive no extra compensation therefor.

12. Work Inspection. At any time upon written notice from Contractor, Subcontractor, at it's own expense, shall remove from the site, any materials or work done by Subcontractor which is defective, improper or unsound or is in any way failing to conform to this subcontract including the plans, specifications, or any change orders. If as a result of poor or unsatisfactory work by Subcontractor, payments are withheld to Contractor, Subcontractor shall be responsible for any loss sustained by Contractor and Contractor has the right to deduct from any payment to be made to Subcontractor the amount of such loss. Failure of Contractor to immediately

Contractor, Contractor shall rescind this subcontract, and the subcontract shall be void from the date of the default. Any All

Contractor's completion sums available entire amount expense Subcontractor Contractor bring Subcontractor be deducted failure to Contractor lack of action of Owner, Contractor promptly give with any request exceed three

18. Guarantees performed and Main Contract w guarantees that Contractor and specifications completion of work is requi Subcontractor completion of any produ

19. Arbitration to Subcontractor demand of rendered the performance Subcontractor over the plans subject to arb Arbitration R initiated, and in arbitration whatever evic instituted by e party or part Subcontractor and Subcontractor any controversy including any e to arbitration as for all costs of Contractor or C does not conta enforce again

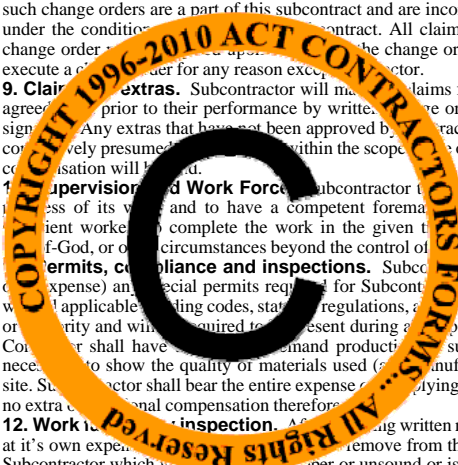
20. Legal Fe prevailing par bound to aw amount of all

21. Notice. at the address changed from correctly posted

22. Invalidity. If any provision, term, or condition, is unenforceable, the remaining provisions, terms, or conditions shall nevertheless continue in full force.

Contractor, Contractor shall rescind this subcontract, and the subcontract shall be void from the date of the default. Any All

Contractor's completion sums available entire amount expense Subcontractor Contractor bring Subcontractor be deducted failure to Contractor lack of action of Owner, Contractor promptly give with any request exceed three



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