



Subcontractor: \_\_\_\_\_

## COMMERCIAL SUBCONTRACTOR MASTER CONTRACT PACKET

### TABLE OF CONTENTS

| <u>Document Title</u>                                                      | <u>Pages</u> |                          |
|----------------------------------------------------------------------------|--------------|--------------------------|
| Commercial Subcontractor Master Contract.....                              | 12           | <input type="checkbox"/> |
| Sample Job Order (Exhibit A) .....                                         | 1            | <input type="checkbox"/> |
| Sample Partial Lien Release (Exhibit B) .....                              | 1            | <input type="checkbox"/> |
| Sample Final Lien Release (Exhibit C) .....                                | 1            | <input type="checkbox"/> |
| Sample Letter of Warranty (Exhibit D) .....                                | 1            | <input type="checkbox"/> |
| Subcontractor & Independent Contractor Release & Waiver of Lia. ....       | 1            | <input type="checkbox"/> |
| Texas Dept. of Insur. Agreement to Establish Independent Relationship..... | 1            | <input type="checkbox"/> |
| Texas Dept. of Insur. Workers Comp. Ind. Contractor Affirmation.....       | 1            | <input type="checkbox"/> |
| IRS-W9 Form.....                                                           | 1            | <input type="checkbox"/> |
| Subcontractor Provided General Liability Certificate of Insur. ....        |              | <input type="checkbox"/> |
| Subcontractor Provided Worker's Comp Certificate of Insur. ....            |              | <input type="checkbox"/> |
| Subcontractor Provided Auto Liability Certificate of Insur. ....           |              | <input type="checkbox"/> |

*(Check off boxes of completed documents to assure completion.)*

**Cable's Representative that signed the contract and verified Subcontractor's completion of Agreement, necessary signatures and providing of insurance evidence: Print Name:** \_\_\_\_\_

Signature of above-named Cable's Rep: \_\_\_\_\_ **Date:** \_\_\_\_\_

**Give packet to HR manager when packet completed and signed.**

HR has verified agreement is complete:

X \_\_\_\_\_ **Date:** \_\_\_\_\_

HR scanned and uploaded completed packet to Teams and tagged Production..... ☐

**Production** to add new sub to accepted sub list and labor order list. .... ☐

HR scanned and upload completed W-9 to Teams and tagged Accounting. .... ☐

**Accounting** to add new sub to QB vendor list and upload W-9 to QB ..... ☐

### PLEASE NOTE:

**Production and Accounting departments to send notification by email or Teams message to HR Manager verifying their task is complete.**

# CABLE'S ROOFING SUBCONTRACTOR MASTER CONTRACT

**THIS CONTRACT** (the "Contract") dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") between Cable Strong Enterprises, LLC, a Texas limited liability company, dba Cable's Roofing, of Tyler, Texas ("Cable") and

Subcontractor Name: \_\_\_\_\_  
of (address) \_\_\_\_\_  
(the "Subcontractor"),

**IN CONSIDERATION OF** the matters described below and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, Cable and the Subcontractor (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

- 1) **SERVICES PROVIDED.** Based on representations of the Subcontractor, Cable is of the opinion that the Subcontractor has the necessary qualifications, experience, and abilities to provide services to Cable.
  - a) **The Services.** Cable hereby agrees to engage the Subcontractor to provide Cable with labor and/or materials services (the "Services") on behalf of Cable and Cable's clients and customers, who may be project owners or contractors (the "Customer") according to policies and standards set forth herein.
    - i) The Subcontractor hereby agrees to provide such Services to Cable on the terms and conditions set out in this Contract, including without limitation, according to the said policies and standards specified by Cable. The Subcontractor may use other persons, whether employees or with prior written consent of Cable in accordance with Section 7 of this Contract as part of his workforce crew to fulfill the Subcontractor obligations, and the Subcontractor represents that such persons working with or separately from the Subcontractor (collectively and individually the "Crew") will follow all the Subcontractor obligations and that Subcontractor will be held liable and responsible for the conduct and workmanship of the Crew. Subcontractor shall provide the identity of each Crew member for each Job to Cable.
  - b) **Sub-Agreement for Each Job.** Cable may provide Subcontractor different and specific projects from time-to-time, and under a separate work scope, set of specifications and criteria for each Job (each such project herein referred to as "Project", "Job" and the "Work."). Each Job shall constitute its own Sub-Agreement (herein also known as "Job Order") under the terms and conditions of this Contract and is part of the Contract Documents as defined in Article 4. (A sample Job-Order is attached to this Contract as Exhibit "A" and is an example only of what may be contained in a Job Order.)
    - i) The Subcontractor's acceptance of each Job can be evidenced in writing, delivered by hand, mail or courier, or by cell phone text messaging or email, and such evidence of acceptance constitutes the Subcontractor's agreement to the Job Order, which includes his acceptance of accuracy of the amount of materials indicated in the Job Order specifications. In the event the Subcontractor has any doubt or question about the listed materials, it is the Subcontractor's responsibility to make his own verification of the Job specifications and to report any recommended amendments to Cable before the Job is started, otherwise any shortage of material becomes the responsibility and expense of the Subcontractor.
  - c) **Sub-Subcontractor.** In certain cases, Cable's "Customer" is the prime contractor and Cable is a sub-contractor for said prime contractor. In those cases, the Subcontractor herein is acting as a sub-Subcontractor and all terms and conditions herein apply just as if the prime contractor is the project owner. Therefore, all terms and conditions related to the "Customer" herein shall mean to include both the project owner and project prime contractor when such party is other than Cable.
  - d) **Policies and Standards.** Subcontractor agrees to provide the Services according to industry acceptable, reasonable, and professional standards as to workmanship and quality, and performed by professional personnel in all respects (e.g., fitting attire, demeanor, jobsite conduct, etc.), and as otherwise specified in any Job Order.
  - e) **Jobsite Behavior.** Use of alcohol, recreational drugs, prescription drugs that cause physical or mental impairment and tobacco is strictly prohibited on the Project site. In the case of observed use or observed

impairment from possible use, the individual will be required to leave the jobsite. Sexual harassment of anyone on-site or any passerby will not be tolerated and the offender will be asked to leave the jobsite. Graffiti on the construction site or building materials will not be tolerated at any point of construction. If it is known that a specific Subcontractor's crew member or its sub-subcontractor is responsible, the removal or cover up of graffiti will be done by or billed to the Subcontractor. Radios and 'boom-boxes' are not permitted on the jobsite. Microwaves or other appliances are not permitted on the jobsite. Any violation of this paragraph will be documented in the Project records.

- f) **Jobsite Attire.** No shorts, cut-off pants, sleeve-less shirts, half shirts, clothing with objectional print or words, tennis shoes or sandals will be allowed on the Jobsite. Anyone wearing clothing deemed inappropriate or objectionable will be asked to leave the jobsite. This includes but is not limited to the items listed above.
- g) **Safety.** Subcontractor has familiarized himself with and understands all applicable safety laws and standards, including without limitation, those set forth by the Occupational Safety and Health Administration ("OSHA"), and will comply with the same when providing the Services for each Job. All work aloft shall have proper fall protection safety devices in place including appropriate fall restraint measures as required by OSHA and other local safety laws. Hard hats and 'Hi-Vis' vests, shirts or jackets, and safety glasses must be worn at all times while on the Project site. Any activities deemed unsafe or in violation of general recognized safety rules, including but not limited to those above will be corrected as directed. Any employees deemed unsafe or in violation of general recognized safety rules, including but not limited to those above will be asked to leave the jobsite and the event will be documented in the Project records
- h) **Protection of Finishes.** It is Subcontractor's responsibility to protect its Work from damage until the end of construction or substantial completion is granted to the Subcontractor. Damage to work by other trades will be the responsibility of the offending Subcontractor. Any repair cost will be billed to the offending Subcontractor.
- i) **Clean-Up.** Clean-up is a daily task and an integral part of maintaining a safe jobsite. All subcontractors are expected to provide their own daily clean-up to a dumpster provided by Cable or Customer. Trash from breaks and lunch breaks must be disposed of properly and immediately. No food items or related trash shall be left out. No food or food trash allowed inside the building. If it is deemed that the necessary daily clean-up is not being done, all subcontractors on-site at the time will provide one laborer for a "composite cleaning crew". This will not exceed two hours in any work week. If laborers are not provided for clean-up, Cable or Customer will provide labor and distribute that cost to the offending subcontractors. Final clean-up is provided by Subcontractor unless noted otherwise in the Job Order. Additional clean-up provisions are found in section 13, "Removal of Rubbish."
- j) **Quality Control.** Subcontractor agrees to provide quality services and to control that quality during the Job and at its completion. Subcontractor further agrees, before payment is issued to the Subcontractor, to cooperate with Cable in conducting a quality review of the work.
- k) **Field Supervisor.** Subcontractor must provide a qualified lead person or supervisor, who is fluent in English, to be present during all Work operations. Subcontractor understands that a Cable representative (which could be a Cable sales rep, project supervisor, project manager, or other Cable personnel) will be actively involved with assuring that the Job meets the agreed upon standards, policies, specification and quality control as outlined in the Contract Documents and will make his own check of the Job upon completion.

## 2) CONTRACT PRICE AND PAYMENT

- a) The Contract Price to be paid by Cable to Subcontractor shall be the amount stated in the Job Order which includes any and all sales, use and other taxes, fees, permits and licenses arising out of the Work, subject to additions and/or deductions as provided herein. Unless otherwise stated in the Job Order, a ten percent (10%) retainage shall be held back from each progress payment until Work completion and acceptance as set forth below in paragraph 2.h.
- b) Except as otherwise provided in the Contract Documents, Subcontractor shall make requisition (submit) to Cable with "Application for Payment" in a form of invoice or similar showing the proportionate value of the Work performed through that date, less a retention of ten percent (10%) of such value and less all prior Applications for Payment by Subcontractor. Subcontractor shall submit the Application for Payment to Cable's production department for payment approval by no later than Monday, 5 P.M. Central Time, for

payment to be made by Cable's accounting department no later than Friday, 5 P.M. Central Time of the same week unless otherwise set forth in the Contract Documents.

- c) Cable has the right to adjust the Application for Payment if the work performed to date is not correctly represented. No payment shall be made to Subcontractor unless the requisition is submitted in writing and accompanied by a partial waiver of lien and or final lien wavier for retainage billings (see Exhibits "B" and "C", respectively, for acceptable form examples).
- d) Cable shall pay Subcontractor the approved value of the Subcontractor's Work covered by each requisition, less the retention and all prior requisitions as provided above and less all other amounts which Cable is entitled to retain or deduct in accordance with this Contract. Subcontractor acknowledges and agrees that receipt of payment for the Subcontractor's Work by Cable from the Customer is an express condition precedent to Subcontractor's right to receive any payments from Cable for or arising out of the Work performed pursuant to this Contract. If for any reason whatsoever Cable does not receive payment from Customer, Cable shall have no obligation to make payment to Subcontractor, unless payment by the Customer is without merit.
- e) Cable may, in its sole discretion, make payments to Subcontractor at earlier times or in larger amounts than provided in the Job Order. Cable may also, in its sole discretion, make payments directly to sub-subcontractors, labor, and/or material suppliers of Subcontractor to satisfy claims and/or liens, by joint check or otherwise, and deduct the amount of any such payments from amounts due or to become due to Subcontractor under this Contract.
- f) At the time of presenting each requisition, Subcontractor shall furnish Cable with evidence satisfactory to Cable that all labor, materials, and other costs for which Subcontractor received payment from Cable have been paid in full. This will include a Waiver of Lien (See Exhibit "B") or other information as required by Contactor.
- g) Final payment shall be made to Subcontractor within a reasonable period of time after the last of the following events occur: (1) final acceptance of all Work by Cable and Customer, (2) receipt of evidence satisfactory to Cable that all costs incurred by Subcontractor in performance of the Work have been paid in full, (3) receipt of payment in full by Cable from the Customer, it being expressly understood by Subcontractor that receipt of payment by Cable from the Customer is a condition precedent to Subcontractor's right to receive any payment from Cable under the Contract (See Exhibit "C"), (4) Receipt of Subcontractor's Warranty Letter (See sample at Exhibit "D") and (5) all close-out documentation.
- h) No payment made under this Contract shall constitute evidence of partial or complete performance of this Contract, any Sub-Agreement, or acceptance of the Work, nor shall entrance or use of all or any part of the Work by Cable or Customer constitute acceptance of the Work.
- i) Cost of materials stored offsite shall not be reimbursed without prior approval of Cable and the following documentation is provided: bill of sales, lien release, transfer of title, and proof of insurance where materials are stored, photographic evidence of materials on hand and other related items as required by Cable.

### **3) CONTRACT DOCUMENTS**

- a) The Project's prime contract with the Customer, and all drawings, specifications, addenda, general, special, and supplementary conditions, and other documents forming or by reference made a part of said prime contract, together with the Job Order documents, are hereby made a part of this Contract and are herein called "Contract Documents." The prime contract documents are available for review by Subcontractor at the offices of Cable and/or Customer upon request. Subcontractor represents that it has examined the Contract Documents to the extent necessary, has investigated the Project and is familiar with all conditions of the Project affecting the Work, has verified all information furnished by Cable and is fully qualified to perform the Work specified in the Job Order.
- b) Subcontractor shall be bound by, and expressly assumes for the benefit of Cable, all obligations and liabilities which the Contract Documents impose upon Cable in connection with the Work. Cable shall

have the same rights and remedies against Subcontractor as Customer has against Cable under the Contract Documents.

- c) The Contract, Job Order, plans, specifications, and all referenced standards cited are essential parts of the Contract Document requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete scope of work.

#### **4) TIME OF COMPLETION AND SCHEDULE**

- a) Time is of the essence for each Project. Subcontractor shall comply with the schedules and completion dates set forth in the Contract Documents, as may be revised during construction. Subcontractor shall secure all necessary information and approvals, and plan, purchase, fabricate and do all things necessary to complete its work per the schedule as outlined in the Job Order. Subcontractor shall coordinate its Work with the work of Cable, Customer, and all other contractors and subcontractors on the Project to comply with the schedules and completion dates. The schedule represents the required durations of activities. In the event Work progresses faster than scheduled, for any reason, both the intermediate and final completion dates may be adjusted by the amount of time gained.
- b) It is the responsibility of Subcontractor to monitor the schedule and progress of the Project. Subcontractor is responsible to provide resources to the Project in a manner as to not delay schedule momentum. Specifically, the Subcontractor must meet or exceed the mobilization date and durations outlined by the construction schedule set forth in the Contract Documents. If Subcontractor delays the material progress of the Project, Subcontractor shall indemnify and hold harmless Cable and Customer from liability for any and all damages, costs and expenses (including attorney's fees) incurred by Cable because of any such delay.
- c) When directed by Cable, Subcontractor shall increase manpower, work additional hours and shifts, work weekends and holidays, and expedite equipment and material deliveries to the extent necessary, in Cable's opinion, to comply with Subcontractor's obligation in the Job Order, at no cost to Cable, all to meet the durations of the construction schedule or the progression of the Work.
- d) If Subcontractor shall be delayed in the performance of the Work by any cause beyond its control or not within its reasonable control to avoid, Subcontractor shall promptly notify Cable's production department in writing or by email or text message. The time of completion of the Work under the Job Order shall be extended only to the extent that the time of completion is extended by the Customer under the Contract Documents. An extension of time is the sole and exclusive remedy of Subcontractor for any delay to the performance of its Work caused by the Customer or Cable or another of Customer's contractors, except to the extent that Cable receives additional compensation for such cause from the Customer, in which event the Contract Price shall be increased in the amount of the Subcontractor's interest in any recovery by Cable from Customer due to delay or suspension of the Work. In the event Subcontractor is unable to work due to rain or inclement weather during the work week, Subcontractor agrees to make up those days on weekends as directed by Cable.
- e) Subcontractor is responsible for developing a detailed schedule for their scope of work that supports the overall construction schedule. Subcontractor is responsible for identifying all successor and predecessor construction activities required by or from other trades in this schedule. This information is required within 10 days after acceptance of the Job Order. Subcontractor is required to show all schedule constraints including submittals, shop drawings and fabrication time to meet the overall construction schedule. This information will be considered by Cable but does not require the Cable to change or modify the construction schedule.
- f) Subcontractor is responsible for providing one-week schedules for their scope of work so that Cable can monitor job progress and coordination.
- g) If Subcontractor is behind schedule due to lack of proper performance on its part, Subcontractor shall either: (1) Perform the work on overtime basis without additional compensations; (2) Increase manpower, equipment, materials and other resources without additional compensations; (3) Or, use a combination of these methods, as directed by Cable.

- h) Subcontractor is required to attend a pre-mobilization meeting at the site with Cable's Project Supervisor and/ or Project Manager at least two weeks prior to mobilization or any work activities. In addition, when the Customer or Cable conducts or requires attendance to Project coordination meetings, Subcontractor or Subcontractor's qualified representative is required to attend these meetings. The Subcontractor's representative in the meeting must be able to make decisions regarding cost and schedule on behalf of the Subcontractor. It is also the Subcontractor's responsibility to provide in timely manner a two-week look ahead prior to these meetings for timely review by Cable.

## 5) CHANGES IN THE WORK

- a) Subcontractor shall make changes in the Work as directed by written order ("Change Order") from Cable's office personnel only. Subcontractor shall not make changes in the Work unless so directed or approved in writing by Cable prior to beginning any change in the Work.
- b) If any change causes an increase or decrease in Subcontractor's cost or time required for performance of the Work, an equitable adjustment shall be made to the Job Contract Price and/or time of completion and the Job Order will be modified in writing. Any request by Subcontractor for an adjustment in the Contract Price or time must be submitted to Cable in itemized written form within seven (7) calendar days from the date of receipt by Subcontractor of notification of a change. Pending a determination of the adjustment, if any, Subcontractor shall proceed with the Work as changed. If cost or schedule adjustment was made in the Change Order based on itemization (e.g., hours worked, materials used, etc.) then Subcontractor shall maintain daily records during the performance of the change indicating the name of each employee, number of hours worked the equipment and materials used, and a description of the work performed each day in connection with the change.
- c) Change Order's shall include the following information: Detailed description of the change; when requested by Cable, the change in cost shall be itemized by materials, labor, equipment, overhead, profit, and time required. Cost included in a Change Order for work completed by lower tier subcontractors to Subcontractor shall not exceed five percent (5%) in total markups by the Subcontractor.
- d) In the event of changes in the Work ordered by the Customer, or other conduct of the Customer, which increase Subcontractor's cost or time of performance, Cable shall not be obligated to pay Subcontractor a greater sum than Cable is paid by the Customer for any such change or conduct, less reasonable overhead and profit to Cable. In the event of deletions in the Work ordered by the Customer, the amount of the deduction imposed upon Cable by the Contract Documents for such deletion shall be deducted from the amount of the Subcontractor's Contract Price.
- e) If Cable receives a claim from Subcontractor due to changes ordered by the Customer or due to other conduct of the Customer, Cable will submit the claim to the Customer for processing in accordance with the Contract Documents. The submission of a claim to the Customer on behalf of Subcontractor shall not be deemed an admission by Cable, nor raise any presumption as to the validity or correctness of the Subcontractor's claim. Subcontractor shall bear all expenses and burden of pursuing and proving its claim.
- f) If Subcontractor is requested to work overtime to complete the Job Order, Subcontractor agrees to charge only for the overtime premium portion of time only with no other fees since these are already included in the Contract Price.

## 6) TERM OF CONTRACT. The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect indefinitely until terminated as follows:

- a) **Termination By Voluntary Subcontractor Action or by Default:** In the event Subcontractor terminates this Contract or any Sub-Agreement hereunder after accepting a job and entering into a Sub-Agreement as set forth herein, or at any time prior to completion of the Services of such Sub-Agreement, which shall be deemed a breach of Contract and default, or should the Subcontractor become bankrupt, insolvent, fail to pay for materials or services for which it has received payment from Cable, make an assignment or arrangement for creditors, refuse or neglect to prosecute the Work properly and diligently, or fail to perform any of the provisions of this Subcontract, Cable shall notify Subcontractor in writing of the default(s) and, after seventy-two (72) hours Cable may at its option cease making any further payment to Subcontractor, terminate Subcontractor's right to proceed with all or any part of the Work, take possession thereof and of all

materials, equipment and supplies, and complete the terminated Work by such means as Cable sees fit, at the cost and expense of Subcontractor. In any such event, Cable may recover from Subcontractor the total amount of any loss or damage incurred as a result of such default, including reasonable attorney's fees, and deduct any of the foregoing amounts from payments otherwise due or to become due to Subcontractor. If the damages incurred as a result of such default are in excess of the payments due Subcontractor, then Subcontractor or its surety shall promptly pay the total amount of any such excess to Cable. These remedies for default are in addition to any other rights or remedies of Cable elsewhere in this Contract or existing at law or in equity.

- b) Termination By Cable:** Cable shall have the right to terminate this Contract at any time for its convenience, and termination for convenience shall be effective upon receipt by Subcontractor of written notice thereof. After providing Subcontractor with written notice, Cable may terminate (without prejudice to any right or remedy of Cable) this Contract, or any part of it, for its own convenience and require Subcontractor to immediately stop work. In such event, the Cable shall pay the Subcontractor for the work actually performed in an amount proportionate to the total Contract Price. Cable shall not be liable to the Subcontractor for any other costs, including anticipated profits on work not performed or unabsorbed overhead. All payments made to Subcontractor shall be in accordance with Section 2 of this Contract.
- c) Other Termination Requirements.** If either Party wishes to terminate this Contract for any other reason other than set forth above or other material breach of this Contract, that Party will be required to provide three (3) days' notice to the other Party according to acceptable methods of notification as set forth in paragraph 21.I. below, "Notices."

**7) SUBLETTING OR ASSIGNMENT BY SUBCONTRACTOR.** Subcontractor shall not assign this Contract or any Job Order, or sublet or subcontract any part of the Work, or assign the right to receive any payments due or to become due hereunder without prior written consent of Cable, and Cable's consent to any such assignment of Contract or Job Order shall not relieve Subcontractor of any liability for the full and complete performance of this Contract or any Job Order.

## **8) INSURANCE**

- a)** Upon executing this Contract, Subcontractor shall show proof that Subcontractor carries commercial insurance(s) in the minimum amounts set forth below in paragraph 8.b. by providing Cable with Certificate(s) of Insurance for each policy naming Cable as Additional Insured. Coverage endorsements shall include ISO form CG 00 01 10, ISO form CG 20 10 11 85, ISO form CG 20 10 10 01, and ISO form CG 20 37 10 01 (or substitute forms providing equivalent coverages). When required by the Customer, Subcontractor shall also provide the same Certificates of Insurance for each policy naming the Customer and/or Project owner as additional insureds. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Customer and Cable.
- b)** The coverage available to Cable and Customer, as Additional Insureds, shall not be less than:
- i)** \$1 million dollars Each Occurrence;
  - ii)** \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the Project);
  - iii)** \$2 million Projects/Completed Operations Aggregate; and,
  - iv)** \$1 million Personal and Advertising Injury limits.
- c)** Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State in which the Work is being performed and shall be reasonably acceptable to Cable. All Subcontractor insurance carriers must maintain an AM Best rating of "A" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

- d) The insurance coverage required under this Section 8 shall be of sufficient type, scope and duration to ensure coverage for Cable or Customer for liability related to any manifestation date within the applicable statutes of limitation and/or repose, which pertain to any work performed by or on behalf of Cable or Customer in relation to the Project. Subcontractor agrees to maintain the above insurance for the benefit of Cable and Customer for the earlier of a period of ten years, or the expiration of the Statute of Limitation extant in the state of jurisdiction.
- e) Each Certificate of Insurance shall provide that the insurer must give Cable at least 30 days prior written notice of cancellation and termination of Cable's coverage thereunder. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, Subcontractor shall supply Cable with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Cable and Customer as set forth above.
- f) Additionally, and prior to commencement of the Work, Subcontractor shall provide Cable with a Certificate of Insurance showing liability insurance coverage for Subcontractor and any employees, agents, or sub-Subcontractors of Subcontractor for any Workers' Compensation Employer's Liability and Automobile Liability. Such coverage shall conform to the limits and requirements of the state of jurisdiction that the work is performed in and shall be placed with an insurance company duly admitted in that state. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Cable. Coverage's shall be no less than the following:
  - i) Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Cable prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease. Coverage limits shall be increased to the minimum amount required if the state of jurisdiction requirement exceeds the amounts above in the state that work shall be performed.
  - ii) Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident. Coverage limits shall be increased to the minimum amount required if the state of jurisdiction requirement exceeds the amounts above in the state that work shall be performed.
- g) Waiver of Subrogation: Subcontractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of Cable and Customer with respect to Losses arising out of or in connection with the Work.

## 9) INDEMNIFICATION

- a) To the fullest extent permitted by law, Subcontractor shall defend, indemnify and save harmless the Customer and Cable, and their representative, agent, officers and employees, from all claims, loss, damage, injury, liability, costs and expenses of whatsoever kind or nature (including attorney's fees) arising out of this Contract or attributable to the Work performed under this Contract, except to the extent that such claim, loss, damage, injury or liability is caused by the sole negligence of a party indemnified hereunder. Subcontractor's indemnity obligations under the Contract shall not be limited by the provisions of any Worker's Compensation or similar acts.
- b) Included in the Contract Price is one hundred dollars (\$100.00) as specific consideration for Contract obligations of indemnification contained in the Contract, which shall be deemed to have been paid to Subcontractor on behalf of Cable and Customer indemnitees in the first payment under this Contract.
- c) Notwithstanding anything in the Contract Documents to the contrary, in the event Subcontractor (or other subcontractors of Subcontractor) is determined by a trier of fact to be responsible for at least fifty percent (50%) of any personal injury or damage to property for which indemnification is being sought hereunder, then Subcontractor shall indemnify and hold harmless Cable and other applicable indemnitees for all such damages, costs, legal fees and expenses to the fullest extent permitted by law. Otherwise, Subcontractor's obligations of indemnification and defense shall be to the extent caused by Subcontractor or Subcontractor's lower tier subcontractors.

- d) Subcontractor shall protect the Work until final acceptance thereof by Customer and shall warrant and guarantee for a period of one (1) year after such acceptance, or for such longer period thereafter as may be provided in the Contract Documents, that the Work shall be free from defects in workmanship and materials, and shall develop the ratings, capacities and characteristics specified in the Contract Documents. Without limiting the foregoing, Subcontractor agrees to assign to Cable and/or Customer any and all guarantees or warranties of manufacturers or suppliers of equipment and material under the Contract. Subcontractor shall also execute such separate guarantees for the benefit of and enforceable by Customer as may be required by the Contract Documents.
  - e) Subcontractor shall remove, replace, and/or repair at its own expense and at the convenience of Customer and Cable any non-conforming or defective Work or Work which fails to comply with the Contract Documents. Subcontractor shall also pay all costs necessary to remove, replace, and/or repair any other work or property which may be damaged in removing, replacing, or repairing the Work, and shall reimburse Cable for any loss or damage sustained by Cable arising out of the non-conforming or defective Work.
  - f) The Work performed by Subcontractor shall be at the risk of Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole expense) and hold harmless Cable, Customer, affiliated companies of Cable, their partners, joint ventures, representatives, members, designers, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, materials furnished, or Services provided under this Contract by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Cable or Customer for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.
  - g) Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Contract is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.
- 10) PERSONNEL.** Subcontractor shall employ such labor as will ensure that the work of Cable, Customer or any other contractor or subcontractor on the Project will not be interrupted, delayed, or hindered by a labor controversy or dispute of any kind. Failure to do so shall constitute a default by Subcontractor under Section 6 of this Contract. Labor controversies and disputes between Subcontractor, its employees and/or any other contractors or subcontractors on the Project shall not be a basis for an extension of time under the Contract Job Order or otherwise relieve Subcontractor of its obligations under this Contract or relevant Job Order.
- 11) PERFORMANCE AND PAYMENTS.** The Parties agree to do everything necessary to ensure that the terms of this Contract take effect. All monetary amounts referred to in this Contract are in USD (US Dollars).
- a) **Pay Schedule.** Cable agrees to pay and Subcontractor agrees to charge for the Services according to the payment schedule of amounts and times outlined in the Job-Order, which may be amended by the Parties from time to time by Change Order.
  - b) **Invoices.** Invoices shall be submitted by the Subcontractor before payment will be made and all other necessary documents required by and in accordance with the procedure outlined in Section 2 of this Contract. Invoices must reflect agreed upon prices, rates and adjustments per the applicable Job Order (including chargebacks and holdbacks), and any extra or deleted services (change orders) agreed upon between the Parties that require payment adjustment.
  - c) **Document Submittal Before Payment.** Subcontractor must submit any required documents and information to Cable that may be required in the Job Order before Subcontractor is paid and in accordance with the procedure outlined in Section 2 of this Contract.

**d) Payment and Performance Bond.** If Subcontractor shall be required to furnish payment and/or performance bonds on the Project, as set forth in the Job Order or Contract Documents, Bonds shall be in an amount equal to this Contract. Subcontractor shall supply bonding from companies licensed and certified to provide said bonding within the State that the Project is located; and, bonding companies shall carry and maintain an AM BEST rating of "A" or better. Subcontractor understands that the bond amounts must increase or decrease as the Subcontract amount is changed via the change order process as outlined within this Contract. Subcontractor shall also provide a Dual Obligatee with each bond for both Cable and the Customer.

**12) PATENTS.** Subcontractor shall defend, indemnify and hold Cable and Customer harmless against liability for all damages, loss and expenses, including attorney's fees, sustained by reason of patent infringement claims arising out of the Work, unless the infringement is the result of any design, process, or product of a particular manufacturer required by specification.

**13) REMOVAL OF RUBBISH.** Subcontractor shall keep the premises free at all times from accumulation of scrap, rubbish, and debris resulting from the Work on a daily basis. This includes the daily proper storage of materials, tools, and equipment. Daily and final clean up by Subcontractor is required to further ensure that Subcontractor is complying with the requirements of the Job Order. At the time of completion of the scope of work, Subcontractor shall clean the areas of Work including the removal of all scrap, rubbish, debris, materials, tools, and equipment from the Project.

**14) INDEPENDENT CONTRACTORS.** Both Parties are independent contractors under this Contract. Nothing herein contained shall be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

**a) Non-Responsibility for Taxes and Insurance.** Cable is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Subcontractor. The Subcontractor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Subcontractor under this Contract.

**b) Non-Control by Cable.** Subcontractor is bound by this Contract to perform according to specified standards of workmanship. Nevertheless, Cable does not and will not control, direct, or order Subcontractor regarding any Job performed by Subcontractor, including without limitation, when to work, the number of hours to work, how to perform the work, what tools or equipment to use or whom the Subcontractor should hire or contract with to make up his Crew. Further, Cable does not and will not provide the Subcontractor with any office, warehouse, shop, facility, equipment, tools, or any form of transportation, all of which shall be the responsibility and expense of the Subcontractor.

**c) Non-Exclusivity.** The Subcontractor is not an exclusive Subcontractor for Cable, and therefore, the Subcontractor is free to offer his services to any other outside party, and Cable is free to contract with any other outside party to perform Jobs.

**d) Subcontractor Warranties and Representations.** Subcontractor represents to Cable and provides warranty that Subcontractor has complied, and will continue to comply, with any and all applicable national, state and local laws to perform the Services required hereunder, including without limitation, OSHA compliance, obtaining any required licenses, and in the event the Subcontractor is a fictional entity (e.g., corporation, limited liability company, trust, etc.), that such fictional entity is properly and currently registered and in good standing with the state in which it was formed, and is lawfully permitted to do business in the State of Texas. Furthermore, in the event the Subcontractor is a fictional entity, the undersigned warrants that he or she is authorized to execute this Contract and bind the Subcontractor hereto.

**15) INTERPRETATION.** Interpretation of the Contract Documents is governed by the provisions of the Contract Documents, and Cable shall not be responsible to Subcontractor for interpretation of the Contract Documents by employees or agents of Cable, unless the interpretation is expressly provided in writing to Subcontractor by Cable's authorized representative. Upon acceptance of a Job Order, Subcontractor indicates an understanding

of the scope of Work and the intent of the Contract Documents. Any interpretation of the Contract Documents is made for coordination purposes only and does not constitute a change.

## **16) DISPUTES**

- a) Should a dispute arise as to the conduct or the Work by Subcontractor under the Contract Documents, Subcontractor shall perform all disputed work promptly upon written direction of an authorized representative of Cable. Subcontractor shall submit a fully documented and itemized claim for any adjustment to the Contract Price and/or time to Cable within seven (7) calendar days from date of receipt of such written direction. If such dispute cannot be resolved between Cable and Subcontractor, then the resolution shall follow those actions as outlined in this Section 16. At no time shall Subcontractor refuse to move forward with work that is in dispute but shall rely on dispute resolution language of this Contract.
- b) In the event of any dispute between Cable and Subcontractor due to any conduct of Customer or involving the Contract Documents, Subcontractor shall be bound to any disputes procedure to which Cable is bound under the Contract Documents and to any decision rendered thereunder, provided Subcontractor is given notice that such dispute procedure has been demanded by any party, whether Subcontractor elects to participate in such procedure. Subcontractor shall bear the burden of proving its claims and refuting claims made against it through Cable by Customer and shall bear all its costs, expenses, and attorney's fees in connection therewith.
- c) Any dispute between Cable and Subcontractor arising out of this Contract or any particular Job Order or breach thereof, including disputes that may involve Customer may, at the sole option of Cable, be submitted to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. Any arbitration proceeding instituted under this paragraph or under any disputes procedure in the Contract Documents may be consolidated at the option of Cable with any other arbitration proceeding then or thereafter pending between Cable and any other person if the respective arbitrations arise out of common questions of fact or law. The decision of the arbitrator(s) shall be final and binding upon the parties and a judgment upon any award rendered may be entered in any court of competent jurisdiction. Arbitration, if required, will be held in Tyler, Texas.

## **17) SHOP DRAWINGS AND SUBMITTALS**

- a) Subcontractor shall submit all shop drawings and other submittal documents required by the Contract Documents to Cable. Any required color and/or material samples shall be forwarded to Cable for review and approval. All submittal documents will be provided to Cable in a time frame that will not delay the overall project schedule but no later than 10 days after acceptance of the Job Order. Such submittal documents shall clearly identify the Project Name, Cable, Subcontractor, the manufacturer of the submittal product, the Contract Document to which the submittal is applicable, the specific materials, equipment, and arrangement proposed, and relevant performance data.
- b) Submittal documents shall comply with the Contract Documents except for deviations approved in writing by Customer and Cable. Each submittal shall be accompanied by a transmittal which explicitly states that there are no deviations from the requirements of the Contract Documents, except those deviations for which approval is requested. In the event approval of a deviation is not granted, Subcontractor shall promptly correct the submittal documents and proceed as required by the Contract Documents so as to not delay performance of the Work.
- c) Timely and accurate submittal of shop drawings and other submittal documents is the essence of the Contract. Failure to submit all documents and information required by the Contract Documents shall constitute a default under Section 6 of this Contract.

## **18) COMPLIANCE WITH LAWS**

- a) Subcontractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the performance of this Contract, including without limitation, those relative to equal employment opportunity, fair labor standards, and occupational safety and health. Subcontractor shall provide written certification of compliance upon request of Cable. Subcontractor shall defend, indemnify, and hold Cable

and Customer harmless from any and all liability arising out of or attributable to Subcontractor's failure to comply with any such law.

- b) Contractor is an equal opportunity employer in compliance with Title VII, Civil Rights Acts of 1964, Executive Order 11246 and Revised Order 4, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973.

**19) SAFETY DATA SHEETS (SDS).** Prior to the start of your Work, submit a Safety Data Sheet(s) (SDS) for each substance you or your subcontractors intend to use on the Job Site which is classified as a hazardous substance by Federal or State agencies. Submit the SDS's to Cable's Project Supervisor/Manager.

**20) ASSIGNMENT.** Cable reserves the right to sell, transfer or otherwise assign its rights and obligations under this Contract, in which case the Subcontractor shall be notified according to paragraph 21.I. below, "Notices." The Subcontractor shall not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of Cable.

## **21) MISCELLANEOUS PROVISIONS.**

- a) **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.
- b) **Entire Agreement.** This Contract, together with the exhibits, = schedules, and subsequent Job Orders thereto, contain the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits, and schedules.
- c) **Severability; Waivers.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. No waiver of any of the provisions of this Contract shall constitute a waiver of any other provision, nor shall any waiver as to one event constitute a waiver as to any other event.
- d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- e) **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of the Contract. Except when otherwise indicated by the context, masculine, feminine and neuter pronouns shall include all genders and any legal or lawful fictional person or entity, and the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive unless the context clearly requires otherwise. This Contract expresses the mutual intent of the Parties to this Contract, and therefore, regardless of the preparing party, the rule of construction against the drafting party shall have no application to this Contract.
- f) **Counterparts.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g) **Amendments.** No amendment, modification, or waiver in respect of this Contract will be effective unless in writing (including a writing evidenced by a facsimile transmission or email of permanent document, e.g., PDF format) and executed by each of the parties or confirmed by an exchange of electronic messages on an electronic messaging system (e.g., email or text messaging).
- h) **Confidentiality.** The Parties acknowledge that the existence and the terms of this Contract and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Contract are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels, insurance carriers or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels, insurance carriers or financial advisors shall be bound by the confidentiality obligations similar to those

set forth in this section. Disclosure of any confidential information by the contractors, employees, staff, members, or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Contract. This Section shall survive the termination of this Contract for any reason.

- i) **Remedies.** Each of the Parties to this Contract will be entitled to enforce its rights under this Contract specifically, to recover damages and costs (including attorney's fees) caused by any breach of any provision of this Contract and to exercise all other rights existing in its favor. The Parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Contract and that any Party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief to enforce or prevent any violations of the provisions of this Contract.
- j) **Force Majeure.** Notwithstanding anything to the contrary contained herein, the Subcontractor shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, power failures or labor difficulties, war, or civil unrest.
- k) **Notices.** Except as otherwise provided herein, all notices required shall be given by (i) telephone (confirmed promptly in writing or email) or shall be in writing and personally delivered, or (ii) sent via email, (iii) by facsimile transmission (during business hours), (iv) by reputable overnight delivery service (charges prepaid) or (v) by certified United States mail, postage prepaid return receipt requested, and addressed to the respective parties at their addresses set forth herein, or at such other address as any Party shall hereafter inform the other Party by written notice given as aforesaid. All written notices so given shall be deemed effective upon receipt.

THE PARTIES EXPRESSLY REPRESENT THEY HAVE READ AND UNDERSTAND THE ENTIRE THIS CONTRACT AND ALL OF ITS TERMS AND CONDITIONS AND HAVE HAD THE OPPORTUNITY TO SEEK PROFESSIONAL AND LEGAL COUNSEL AS NEEDED BEFORE EXECUTING THIS CONTRACT.

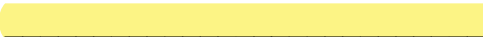
IN WITNESS WHEREOF, each of the Parties has caused this Contract to be signed and delivered by its duly authorized representative on the date set forth below but effective for all purposes on the Effective Date.

**"CABLE"**

**Contact Information For Notices:**

By:   
Authorized Representative for  
Cable Strong Enterprises, LLC  
dba Cable's Roofing

Office Phone:   
Email:   
Address: 13033 Highway 155 S.  
Tyler, TX 75703

Dated: 

**"SUBCONTRACTOR"**

**Contact Information For Notices:**

X 

Phone: 

Dated: 

Address:   


**(Exhibit A)**  
**Sample Job Order**

(With Terms and Conditions For Each Job)

*The following will be Inserted into the Job Order paperwork provided to the Subcontractor for each job.*

SCOPE OF WORK:

(Indicate Labor Only or Labor & Materials).

CONTRACT PRICE, INCLUDING PROGRESS PAYMENT SCHEDULE AND WHETHER 10% RETAINAGE IS APPLICABLE.

TIME FRAME (start date and finish date).

NUMBER ON CREW (including names).

SPECIAL NEEDS PROVIDED BY CABLE.

DEFAULT WARRANTY IS STANDARD ONE-YEAR. INDICATE DETAILS PROVIDED BY SUBCONTRACTOR FOR LONGER THAN ONE (1) YEAR OR SPECIAL CONDITIONS.

**SAMPLE**

These Job specifications, including any attachments, constitutes our mutually agreed Sub-Agreement as specified in the Contract. The acceptance of this Job by the Subcontractor, or Subcontractor representative, in writing, or by text or email or through other agreed electronic system, means Subcontractor agrees to perform the Services of this Job according to the Contract, according to the materials manufacturers' specifications and as specified in this Job Order. This includes Subcontractor's verification of the job scope and, in the case where Cable provides the materials for Subcontractor, sending photos of the materials that have been delivered together with a photo of the delivery receipt to Cable's designated job representative, and notifying Cable **BEFORE** the job is started of any mistakes seen in the materials amounts, specifications, delivery or list. Any shortage of material becomes the responsibility and liability of the Subcontractor once the Job is started. THEREFORE, SUBCONTRACTOR ACKNOWLEDGES THAT HE SHOULD TAKE THE TIME TO REVIEW THE MATERIALS BEFORE STARTING THE JOB.

Subcontractor agrees to notify Cable's designated job representative once he believes the Job is completed to the Standards, Policies and Quality agreed upon with Cable and cooperate with a quality review BEFORE submitting final invoice to Cable.

Subcontractor agrees to communicate only with Cable's designated job representative for all questions, concerns and comments that are not related to invoicing Cable when the job is complete.

Subcontractor agrees to communicate only with Cable's Production department personnel for all other questions, concerns and comments that are not addressed with Cable's designated job representative, such as matters concerning invoicing and payment issues, and to submit invoices to Cable's Production department.

Subcontractor agrees not to contact Cable representatives during non-business working hours or non-business days. Cable has no obligation to respond or communicate with Subcontractor during non-business working hours or non-business days (such as weekends and holidays).

**(Exhibit B)**  
**Sample Waiver of Lien**  
**Partial Waiver, Release & Affidavit**

This partial waiver, release and affidavit (the "Agreement") is effective as of this date: \_\_\_\_\_,  
and is by and among the following parties:

Cable Strong Enterprises, LLC, dba Cable's Roofing ("Cable"),

\_\_\_\_\_ (the project "Owner"),

\_\_\_\_\_ (the project "Prime Contractor"), and

\_\_\_\_\_ (the "Subcontractor").

In relation to the Project located at \_\_\_\_\_, and  
Job Order # \_\_\_\_\_.

NOW THEREFORE, in consideration of the Payment of \_\_\_\_\_  
(\$ \_\_\_\_\_) for the period or Project progress of \_\_\_\_\_

the Subcontractor hereby finally and irrevocably releases Cable, Owner, and Prime Contractor from all liability to the Subcontractor, and settles all actions or causes of action against the Cable, Owner, and Prime Contractor, for damages, loss of injury sustained by the Subcontractor, however arising, present and past, known and unknown at this time.

The Subcontractor also covenants not to make any claim or institute any proceedings against any person who might claim over against or claim contribution or indemnity from Cable, Owner, and Prime Contractor in connection with any matter for which this release is given.

The Subcontractor also acknowledges that Cable, Owner, and Prime Contractor do not admit liability to the Subcontractor in connection with any matter for which this release is given.

This release shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Provides that this release applies only to the foregoing, and no other debt, obligation, agreement, or liability by and between the parties, which, if existing, shall survive this release.

IN WITNESS WHEREOF, the Subcontractor has caused this Agreement to be executed and delivered as of the date first above written.

"Subcontractor"

X \_\_\_\_\_ Dated: \_\_\_\_\_

**SAMPLE**

**Notary Acknowledgement**

State of Texas

County of \_\_\_\_\_

Before me, \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_,  
personally appeared \_\_\_\_\_, individually or on behalf of the organization/entity  
stated in the foregoing instrument, known to me (or proved to me to be the person whose name is subscribed to  
the foregoing instrument) and acknowledged to me that he/she/it executed the same for the purposes and  
consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Notary Signature)

Notary Public, State of Texas

**(Exhibit C)**  
**Sample Waiver of Lien**  
**Final Waiver, Release & Affidavit**

This FINAL waiver, release and affidavit (the "Agreement") is effective as of this date: \_\_\_\_\_,  
and is by and among the following parties:

Cable Strong Enterprises, LLC, dba Cable's Roofing ("Cable"),

\_\_\_\_\_ (the project "Owner"),

\_\_\_\_\_ (the project "Prime Contractor"), and

\_\_\_\_\_ (the "Subcontractor").

In relation to the Project located at \_\_\_\_\_, and  
Job Order # \_\_\_\_\_.

NOW THEREFORE, in consideration of the **Final Payment** of \_\_\_\_\_

(\$ \_\_\_\_\_), receipt of which is acknowledged, the Subcontractor hereby finally and  
irrevocably releases Cable, Owner, and Prime Contractor from all liability to the Subcontractor, and  
settles all actions or causes of action against the Cable, Owner, and Prime Contractor, for damages,  
loss of injury sustained by the Subcontractor, however arising, present and past, known and unknown  
at this time.

The Subcontractor also covenants not to make any claim or institute any proceedings against any  
person who might claim over against or claim contribution or indemnity from Cable, Owner, and Prime  
Contractor in connection with any matter for which this release is given.

The Subcontractor also acknowledges that Cable, Owner, and Prime Contractor do not admit  
liability to the Subcontractor in connection with any matter for which this release is given.

This release shall be binding upon and inure to the benefit of the parties, their successors, assigns and  
personal representatives.

Provides that this release applies only to the foregoing, and no other debt, obligation, agreement, or  
liability by and between the parties, which, if existing, shall survive this release.

IN WITNESS WHEREOF, the Subcontractor has caused this Agreement to be executed and delivered  
as of the date first above written.

"Subcontractor"

X \_\_\_\_\_ Dated: \_\_\_\_\_

**SAMPLE**

**Notary Acknowledgement**

State of Texas

County of \_\_\_\_\_

Before me, \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_,  
personally appeared \_\_\_\_\_, individually or on behalf of the organization/entity  
stated in the foregoing instrument, known to me (or proved to me to be the person whose name is subscribed to  
the foregoing instrument) and acknowledged to me that he/she/it executed the same for the purposes and  
consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Notary Signature)

Notary Public, State of Texas

**(Exhibit D)**  
**Sample Letter of Warranty**

**SUBCONTRACTOR LETTERHEAD**

**LETTER OF WARRANTY**

[ *SUBCONTRACTOR NAME* ] hereby warrants [ *PROJECT NAME, JOB#* ], which is located at [ *ADDRESS OF PROJECT* ], has been done in strict accordance with the drawings and specifications as amended and that the work installed will fulfill the requirements of those specifications as outlined in the Contract Documents, Job Order, and other documents related to the project referenced herein. We agree to repair or cause to be repaired or replaced, at our sole expense, any, or all, of the work which may prove to be defective in workmanship or materials together with any adjacent work which our work has damaged, within a period of twelve (12) months [ *OR STATE AGREED TIME* ] from the date of substantial completion, which is [ *DATE HERE* ], ordinary wear and tear, unusual abuse or neglect excepted.

If we fail to commence to comply with the above paragraph within ten (10) days after receipt of written notice from the property Owner, Prime Contractor or Cable's Roofing, or fail to pursue such compliance with diligence, we, jointly and severally, do hereby authorize the Owner, Prime Contractor or Cable's Roofing to proceed to have the defects repaired and made at our sole expense, and we will honor and pay the costs and charges for it, together with interest at the maximum rate permitted by law upon demand. If we fail to fulfill the preceding obligations, and if the Owner, Prime Contractor and/or Cable's Roofing brings an action to enforce this guarantee, we agree to pay the Owner, Prime Contractor and/or Cable's Roofing reasonable attorney's fees incurred in connection therewith.

[ *SUBCONTRACTOR NAME* ]

[ *SIGNATURE OF SUBCONTRACTOR OR ITS REPRESENTATIVE* ]

[ *TITLE OF REPRESENTATIVE* ] [ *DATE OF SIGNATURE* ]

**SAMPLE**

# Subcontractor & Independent Contractor Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") is executed on the following date:

\_\_\_\_\_  
(print date)

By \_\_\_\_\_ ("Undersigned").  
(print name and address of Subcontractor / Independent Contractor)

The Undersigned does hereby release Cable Strong Enterprise, LLC, also known as, and doing business under the names, "Cable's Roofing and Construction" and "Cable's Roofing" (herein "Cable"), and each of its successors, assigns, managers, members, directors, officers, employees, agents and subcontractors. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The Undersigned desires to provide services to Cable and engage in activities related to such service whether considered a subcontractor, independent contractor or both.

The Undersigned understands that he/she is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of services provided to Cable.

1. Waiver and Release: I, the Undersigned, for myself and my heirs, executors, administrators and assigns, hereby release, waive, discharge and hold harmless, Cable and its successors, assigns, managers, members, directors, officers, employees, agents and subcontractors from any and all liability, claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide to Cable. I understand and acknowledge that this Release discharges Cable from any liability or claim that I may have against Cable with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from the services I provide to Cable or occurring while I am providing services.
2. Insurance: Further, I understand that Cable does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, workers compensation, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of Cable beyond what may be offered freely by Cable in the event of injury or medical expenses incurred by me.
3. Medical Treatment: I hereby release and forever discharge Cable from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a Subcontractor with Cable.
4. Assumption of Risk: I understand that the services I provide to Cable may include activities that may be hazardous. As a subcontractor and/or an independent contractor, I hereby expressly assume the risk of injury or harm from these activities and release Cable from all liability.
5. Other: As a subcontractor and/or an independent contractor, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

\_\_\_\_\_  
Subcontractor / Independent Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION (TDI-DWC)  
7551 Metro Center Drive, Suite 100  
Austin, Texas 78744

**DO NOT SEND THIS AGREEMENT TO TDI-DWC**

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK ☐ BOX OF STATEMENT THAT APPLIES



**JOINT AGREEMENT TO AFFIRM INDEPENDENT  
RELATIONSHIP FOR CERTAIN BUILDING  
AND CONSTRUCTION WORKERS**

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS AGREEMENT APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR UNTIL THE FIRST ANNIVERSARY OF THE DATE THE AGREEMENT WAS FILED WITH THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER, UNLESS A SUBSEQUENT HIRING AGREEMENT EXPRESSLY STATES THE AGREEMENT DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS AGREEMENT DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO DIVISION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.



**AGREEMENT TO ESTABLISH EMPLOYER-  
EMPLOYEE RELATIONSHIP FOR CERTAIN  
BUILDING AND CONSTRUCTION WORKERS**

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor ☐ will withhold ☐ will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: \_\_\_\_\_  
TO: \_\_\_\_\_

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: \_\_\_\_\_

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

**Hiring Contractor's Affirmation**

If the Hiring Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

\_\_\_\_\_  
Signature of Hiring Contractor  
Cable Strong Enterprises, LLC, dba Cable's Roofing & Construction  
Printed Name of the Hiring Contractor

04/01/2022  
Date

13033 Highway 155 S.  
Address (Street)

Tyler, TX 75703  
Address (City, State, Zip)

\_\_\_\_\_  
Federal Tax I.D. Number

**Independent Contractor's Affirmation**

\_\_\_\_\_  
Signature of Independent Contractor  
\_\_\_\_\_  
Printed Name of the Independent Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
Address (City, State, Zip)

\_\_\_\_\_  
Federal Tax I.D. or S.S. Number

**The Hiring Contractor must retain the original.** A legible copy of this agreement must be filed with the hiring contractor's workers' compensation insurance carrier within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. The Independent Contractor should also retain a copy of the agreement.



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

|                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3.         | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                        |
|                                                                | <b>2</b> Business name/disregarded entity name, if different from above<br><div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                        |
|                                                                | <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <div></div><br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ► <div></div> | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) <div></div><br><br>Exemption from FATCA reporting code (if any) <div></div><br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
|                                                                | <b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br><div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Requester's name and address (optional)<br><b>Cable Strong Enterprises, LLC</b><br><b>dba Cable's Roofing &amp; Construction</b><br><b>13033 Hwy 155 S., Tyler, TX 75703</b>                                                                                                           |
|                                                                | <b>6</b> City, state, and ZIP code<br><div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                        |
| <b>7</b> List account number(s) here (optional)<br><div></div> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                        |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |             |             |             |             |             |             |             |             |             |
|---------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>Social security number</b>         |             |             |             |             |             |             |             |             |             |
| <div></div>                           | <div></div> | <div></div> | -           | <div></div> | <div></div> | -           | <div></div> | <div></div> | <div></div> |
| <b>or</b>                             |             |             |             |             |             |             |             |             |             |
| <b>Employer identification number</b> |             |             |             |             |             |             |             |             |             |
| <div></div>                           | <div></div> | -           | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                                        |                    |
|------------------|----------------------------------------|--------------------|
| <b>Sign Here</b> | Signature of U.S. person ► <div></div> | Date ► <div></div> |
|------------------|----------------------------------------|--------------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*