



Roofing Subcontractor Agreement

AGREEMENT BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR TO ESTABLISH INDEPENDENT RELATIONSHIP

Notice of Agreement

Divided Sky Roofing and Solar and the undersigned Subcontractor hereby declare that:

- (A) the Subcontractor is operating as an independent contractor as the term defined under Section 406.121 of the Texas Labor Code;
- (B) the Subcontractor assumes the responsibilities of an employer for the performance of work; and
- (C) the Subcontractor and the Subcontractor's employees of the General Contractor's purposes of the act.

Divided Sky Roofing and Solar

Name of Contractor

Name of Subcontractor

Term Dates of Agreement: From: April 1, 2025 to: April 1, 2026.

Location of each, affected Job site (or State whether this is a blanket agreement):

Subcontractor Agreement

This Subcontractor Agreement (the "Agreement") is dated as of October 21, 2024, by which Divided Sky Roofing and Solar LLC (the "Company") and the undersigned subcontractor and its agents ("Subcontractor"). The parties agree as follows:

- I. **SERVICES, TERM, AND COMPENSATION.** During this Agreement, Subcontractor agrees to assist with roofing installation and/or repairs or other services as agreed upon between the parties ("Services") and is qualified to provide such Services. This term of this Agreement will per job, and Contractor shall be paid at a Per Job Rate. Subcontractor shall perform the Services primarily at Company's job sites, at Subcontractor's offices as necessary, and at such other places as reasonably requested by Company or as appropriate for the performance of the Services. Subcontractor agrees to devote the time that is reasonably necessary to perform the Services and to fulfill the spirit and purpose of this Agreement. Subcontractor's schedule and work hours in performing the Services generally will be at Subcontractor's sole discretion, Company will not control the manner or methodology of Subcontractor's performance of the Services or provide equipment or materials to facilitate Subcontractor's provisions of the Services. Subcontractor agrees to conform to the highest professional standards in performing the Services. Subcontractor is not authorized to make any contract, agreement, warranty, or representation on Company's behalf, or to incur any debt or obligation in Company's name without Company's express written authorization. Subcontractor agrees Company will observe and comply with all laws,

Initials: _____

ordinances, regulations and rules of the federal, state, and local government and agencies that may be applicable to the Services.

1. **EQUIPMENT & SCOPE OF WORK.** Subcontractor will perform the work as per specifications. Subcontractor will furnish all labor, equipment, apparatus, tools, transportation and services necessary for the proper installation and/or repairs and completion of a roof on the properties. Unless otherwise agreed to by Company and Subcontractor in advance, Subcontractor has sole responsibility to obtain the equipment necessary to perform the Services and assumes all cost of leasing, purchase, maintenance, repair and operations of such equipment. All equipment utilized by Subcontractor must be in good repair and condition, and adequate to provide the Services under this Agreement. The scope of work includes removing and disposing of existing roofing on the property; installing new roofing and/or repairs to cover the entire existing roof area as needed.
2. **QUALITY.** Subcontractor shall use trained and experienced workers having all the necessary skills needed to satisfactorily complete the work. Subcontractor shall finish the work in a timely manner. Subcontractor shall guarantee all material to be as specified. Subcontractor shall perform the work in a professional manner in accordance with industry standards and practices. Any deviation from agreed specifications, involving extra expenses, will be executed only after written confirmation of Contractor is obtained in advance.
3. **PAYMENT.** Company shall pay Subcontractor by the job, not by the hour or some other measure of time basis on the following Friday upon full and satisfactory completion of work. Any pre-approved additional cost will be paid as per the agreement between Company and Subcontractor.
4. **INDEMNIFICATION.** Subcontractor shall indemnify and hold harmless the Company and/or its employees, agents, officers, and representatives against all claims, losses, damages, judgments, costs, and expenses (including attorney's fees) from any alleged injury to a person or to property as a result of Subcontractor's acts or omissions for Services performed under this Agreement, claims for negligence and/or for any dispute related to this Agreement (including wage and hour or payroll tax issues from anyone Subcontractor employs or controls).
5. **NONSOLICITATION OF EMPLOYEE/CONTRACTORS.** During Subcontractor's relationship with the Company and for a period of one (1) year from the voluntary or involuntary termination of Subcontractor's relationship with the Company for any reason, Subcontractor shall not, either on Subcontractor's own account or for any person, firm, partnership, corporation, or other entity solicit, interfere with, or endeavor to cause any employee or contractor of the Company or its affiliates to leave his/her engagement or contracting relationship with the Company.
6. **NONSOLICITATION OF COMPANY'S CUSTOMERS.** During Subcontractor's relationship with the Company and for a period of one (1) year from the voluntary or involuntary termination of Subcontractor's relationship with the Company for any reason, Subcontractor shall not solicit, induce, or attempt to induce any past or current customer of the Company or its affiliates (a) to cease to do business in whole or in part with or through the Company, or (b) to do business with any other person, firm, partnership, corporation, or other entity which performs services similar to or competitive with the Services (as defined in Section I above) and services provided by the Company.
7. **INDEPENDENT SUBCONTRACTOR NO AUTHORITY.** Subcontractor is an independent contractor with the sole right to direct the performance of the Subcontractor's duties under this Agreement, except as otherwise

Initials:_____

provided herein. Nothing in this Agreement creates a partnership or joint venture, employer-employee or principal-agent relationship, or otherwise create any liability for or obligations of the Company whatsoever with respect to the indebtedness, liabilities, and obligations of Subcontractor or any other party. Similarly, Subcontractor agrees he or she will not be eligible for any waives any Company benefits or healthcare coverage since he or she is not an employee of Company. Subcontractor further accepts and assumes full and exclusive liability for and will pay the following related to the Services provided under this Agreement:

- a. Wages, salaries, and other remuneration to Subcontractor's agents
 - b. Any and all federal, state and local income, self-engagement or other engagement taxes or withholdings, including but not limited to social security and Medicare, for Subcontractor,
 - c. Any interest and/or penalties assessed or collected from either party by any federal, state, or local government or agency relating to the payment or non-payment of the foregoing obligation.
 - d. The Company will not withhold any taxes or prepare W-2 Forms for Subcontractor or anyone he or she hires or controls arising out of the Subcontractor's relationship with the Company under this Agreement. To the extent Company is required to make any such payments, Company may offset any such amounts from any compensation payable by Company to Subcontractor.
8. **EXCLUSIVITY.** The parties acknowledge that this is a non-exclusive appointment. In the normal and ordinary course of its business, Company may obtain services the same or similar to those being provided by Subcontractor. Subcontractor acknowledges that Company has the right to retain other entities and individuals and that Subcontractor is not the exclusive provider of services to Company. Similarly, Subcontractor may work for anyone else Subcontractor desires, at any time, on any terms, and without prior specific permission from Company provided that such work does not interfere with Subcontractor's timely and efficient performance of the Services under this Agreement.
9. **CONFIDENTIAL INFORMATION AND TRADE SECRETS.** Except in the normal and proper course of Subcontractor's provision of Services for the Company, Subcontractor shall not at any time, during Subcontractor's relationship with the Company or at any time, thereafter, use for any purpose or disclose or enable anyone else to disclose to any person or entity and Confidential Information acquired during Subcontractor's relationship with the Company. Subcontractor shall not, directly or indirectly, copy, take, or remove from the Company's premises, any of the Company's or its affiliates' books, records, customer lists, or any other documents or materials. Subcontractor shall not, directly or indirectly, copy, take, or remove from the Company's premises, unless permission has been expressly given by the Company to do so, and of the Company's books, records, customer lists or any other documents or materials. This Section shall survive the termination of this Agreement.
10. **TERM & TERMINATION.** This Agreement shall commence from the Commencement Date specified in schedule and continue for the agreed upon term dates as noted above.
 - a. The Company shall have the option to terminate this Agreement:
 - i. In the event that the Subcontractor fails to complete any part of the work within the deadlines agreed with Company.
 - ii. In the event that the Subcontractor is in material breach of any of its covenants under this Agreement and where capable of remedy, fails to remedy such breach within fifteen (15) days of being notified by Company to remedy the breach.
 - b. Without prejudice to any other rights or remedies it may have, Company shall have the right at any time to terminate the Agreement forthwith by serving a written notice of termination on Subcontractor:
 - i. Subcontractor becomes insolvent or ceases to trade or enters into any composition with its creditors; or

Initials:_____

- ii. A bankruptcy order is made against Subcontractor; or
- iii. A Receiver or an Administrative Receiver is appointed in respect of any of Subcontractor's assets; or
- iv. An order to wind up Subcontractor's business is made, or Liquidator is appointed in respect of Subcontractor (otherwise than for the purpose of reconstruction or amalgamation).
- v. If Subcontractor is prevented from providing the Services by any court, other judicial, quasi-judicial, governmental orders, for any reason attributable to Subcontractor.

11. **DISPUTE RESOLUTION AND ARBITRATION.** The Parties agree to negotiate in good faith to resolve any dispute between them arising out of, under or in connection with this Agreement. In the event the negotiations do not resolve the dispute to the reasonable satisfaction of the Parties, then each Party shall nominate a person of respectable professional standing and unimpeachable conduct as its representative. These representatives shall, within thirty (30) days of a written request by any Party to call such a meeting, meet in person and shall attempt in good faith to resolve the dispute.

- a. Upon the Parties being unable to appoint the representatives as aforesaid, or if the disputes cannot be resolved by such representatives in such meeting as aforesaid, then in such an event, the disputes or differences shall be submitted to final and binding arbitration at the request of either Party upon written notice to that effect to the other Party. In the event of such arbitration:
 - i. Such arbitration shall be in accordance with the rules of American Arbitration Association (or any amendment thereof) (which are deemed to be incorporated in this Agreement by reference). All proceedings of such arbitration shall be in the English language. The venue of arbitration shall be chosen by Company.
 - ii. The arbitration panel shall consist of three arbitrators, one arbitrator to be appointed by each of the Parties and the third arbitrator to be appointed by two arbitrators so appointed.
 - iii. Arbitration awards rendered shall be final and binding and. The losing Party, as determined by arbitrators, shall pay all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing Party, as determined by the arbitrators, in connection with any dispute unless the arbitrators direct otherwise.
 - iv. Nothing shall preclude a Party from seeking interim or permanent equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy for actual monetary damages through the arbitration described in this Section.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in multiple original counterparts, all as of the day and year first above written. Additionally, this Agreement becomes effective if Subcontractor and/or its employees and/or affiliates show up to job site for afore mentioned job based on Agreement.

Company: Divided Sky Roofing and Solar LLC

Subcontractor:

By: _____

Name: _____

Name: _____

Initials: _____

Title: _____

- Flat Roof- \$100 per square
- Shingle, ridge, starter bundle install- \$80-\$90
- Additional Felt- \$5 per square
- 2+ Stories- \$5 per square
- Fascia Replacement- \$2 per LF
- Flashing Install- \$25 PC
- Trim Replacement- \$2 per LF
- Attic Breeze- \$25 EA
- Standing Seam Metal- \$220 SQ
- Skylights- \$150

8\12	\$5
9\12	\$10
10\12	\$15
11\12	\$20
12\12	\$25

Initials:_____