

**AmeriTribe LLC**  
**ANNUAL CONSTRUCTION SUBCONTRACT AGREEMENT**

THIS SUBCONTRACTOR AGREEMENT is made by and between **AmeriTribe LLC, 520 Shakespeare Drive, Virginia Beach, VA 23451, hereinafter called Contractor,** and \_\_\_\_\_, hereinafter called Subcontractor.  
(your company name)

The Subcontractor has heretofore entered into this contract dated \_\_\_\_\_ with the Contractor, to perform certain labor and furnish certain material, for multiple projects to be performed beginning on start date of initial project worked or (date)\_\_\_\_\_ and ending on \_\_\_\_\_.

**I. THE SUBCONTRACTOR AGREES AS FOLLOWS:**

Scope of work

- A. To provide all state and local jurisdiction required licenses for the trade practiced and/or work given.
- B. To furnish all labor, material, skill and equipment necessary to complete the project in a workman like manner.
- C. All work to conform to all local and, or national building codes.
- D. All work to be performed within the standards of the industry.
- E. Customers should be treated and responded to with all due respect and their property shall be left clean, undamaged and acceptable to them to live in.
- F. All work will be completed promptly when requested by the Contractor, or that the work will not be delayed waiting for manpower, material, or equipment. The Subcontractor agrees to complete the work expeditiously so as not to cause delays to the project that will delay the home owner from occupying their home/building.

**II. THE CONTRACTOR AGREES AS FOLLOWS:**

- A. To pay the Subcontractor for the full and prompt performance of this project as per the Project Managers payment schedule as job progresses and final completion shall not be due until the home/building owner signs a Certificate of Satisfaction.

**YOUR COMPANY**  
**SUBCONTRACTOR**

**AmeriTribe LLC**  
**CONTRACTOR**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax #: \_\_\_\_\_

Federal Tax #: 80-0700389

**Rider A**  
**STANDARD SUBCONTRACT AGREEMENT**  
**Terms and Conditions**

**SUBCONTRACTOR AGREES AS FOLLOWS:**

- A. To pay for all materials, skills, labor and equipment used in, or in connection with the performance of this subcontract, when and as bills or claims therefore become due, and to save and protect the project, the Owner, and AmeriTribe LLC from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to AmeriTribe LLC when and if requested, that it has complied with the above requirements. This provision shall not be construed as a waiver of the right of the Subcontractor to file and enforce a lien claim against the Owner in the event of AmeriTribe LLC failure to pay the Subcontractor.
- B. To begin the work of this Subcontract as soon as the Project is ready for such work or, within three (3) calendar days after being notified in writing by AmeriTribe LLC. To complete the work of this Subcontract as required by job progress, or as directed by AmeriTribe LLC.
- C. To proceed with the work in any orderly and reasonable sequence directed by AmeriTribe LLC. To abide by AmeriTribe LLC decision as to the allotment of all storage and working space on the Project.
- D. That no extension of time of performance of this Subcontract shall be recognized by AmeriTribe LLC without the written consent of AmeriTribe LLC. If, however, Subcontractor is delayed in the performance of completion of the subcontract work for reasons beyond its control, then with timely notice the time of the performance or completion of said work shall be extended accordingly.
- E. To save harmless AmeriTribe LLC and all other subcontractors from any and all losses, or damage occasioned by the failure of Subcontractor to carry out the provisions of this Subcontract. Loss or damage shall include, without limiting the generality of the foregoing, legal fees and disbursements paid, or incurred by AmeriTribe LLC as part of the loss or damage, or to enforce the provisions of this paragraph unless such failure results from causes beyond the control of the Subcontractor.
- F. To accept responsibility for all damage caused by the Subcontractor, to clean all surface soiled by the Subcontractor, and to protect the work performed by the Subcontractor, it being understood that the standards of protection shall not be less than those required by law, and to be responsible for any defective, or improper work, or material caused by its failure so to do. If any dispute arises between the Subcontractor and another subcontractor as to which is responsible for any item of damage, the dispute shall be submitted to AmeriTribe LLC for decision and its determination as to responsibility.
- G. Not to assign, or sub-let this Subcontract, or any part thereof, and not to assign any money due, or to become due hereunder, without first obtaining the consent of AmeriTribe LLC.
- H. To assume toward AmeriTribe LLC all the obligations and responsibilities that AmeriTribe LLC assumes toward the Owner, insofar as they are applicable to this Subcontract.
- I. To employ no person whose employment on, or in connection with this Subcontract may be objectionable to AmeriTribe LLC and to remove any such person when objected to by AmeriTribe LLC, all upon reasonable grounds.
- J. That AmeriTribe LLC or its authorized representative shall have the right to order in writing changes to this Subcontract as made to the Subcontract price for changes in scope and work only if authorized by AmeriTribe LLC or its representatives in writing before the change has begun.
- K. To give written notice to AmeriTribe LLC of all claims for extras, for extensions of time and for damage for delays.
- L. To guarantee the Subcontract to the same extent that AmeriTribe LLC is obligated to guarantee its work under each insurance program contract, but in any event to guarantee its work against all defects in material or workmanship for a period of one (1) year from the date of acceptance of the Project, or a portion of the Subcontractors' work, by the Owner.
- M. Workmanship is expected to be of a quality that is completed according to the usual and customary standards of the industry for the trade performed. If the subcontractor performs faulty workmanship he/she will be expected to correct the faulty workmanship. If the Subcontractor fails to satisfy a requirement or request by AmeriTribe LLC to correct, and/or replace completed faulty workmanship, and/or to replace materials furnished under this Subcontract, AmeriTribe LLC may give the Subcontractor a written or verbal notice to cure the Subcontractor's default. The subcontractor will also be considered to be in default if the Subcontractor fails to comply with the continuous requests of AmeriTribe LLC for the Subcontractor to complete, or proceed, with this Subcontract within the mutually agreed schedule, if the Subcontractor fails to make payment when due to subcontractors or suppliers for labor or materials in accordance with the respective agreements between the Subcontractor and its subcontractors and suppliers, or if the subcontractor fails to comply with any substantial term of this Subcontract. After receipt of the notice of any default, the Subcontractor must, within three (3) working days commence and continue satisfactory correction of such default with diligence and promptness until completion of correction(s). If the Subcontractor fails to make the required corrections, within those three (3) working days of the notice to cure the default, then the Subcontractor shall be in default of this Subcontract. AmeriTribe LLC, upon an additional three (3) calendar days will provide written notification of default to the Subcontractor, at which time AmeriTribe LLC shall have the right to terminate this Subcontract and hence finish the Subcontractor's work, and/or re-execute any defective work, and/or replace materials, either through its own employees or through a contractor or subcontractor of its choice; the cost thereof will be charged to the Subcontractor in default, together with any liquidated or actual damages caused by a delay in the performance of this Subcontract.
- N. That in the case of default on the part of the Subcontractor under the terms of this Subcontract, the materials, supplies, tools and construction equipment of the Subcontractor shall be left on the job for the use of AmeriTribe LLC in completing the work covered by this Subcontract.
- O. To comply with all Federal and State laws, codes, regulations and all municipal ordinances and regulations effective where the work under this Subcontract is to be performed, and to pay all cost and expenses connected with such compliance, to pay all fees and taxes, including sales and use taxes, and also pay all taxes imposed by any State or Federal law for any employment insurance, pensions, old age retirement funds, or any similar purpose, and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing the same as though the Subcontractor was in fact AmeriTribe LLC, and to hold AmeriTribe LLC, each other, Subcontractor and Owner harmless from and all losses or damage occasioned by the failure of the Subcontractor to comply with the terms of this paragraph.


  
**Initials**

- P. To pay all royalties and license fees; to defend all suits or claims for infringement of any patent rights involved in the work of the Subcontractor under this Subcontract; and to save AmeriTribe LLC and other subcontractors harmless from loss, cost or expense on account of such use or infringement by the Subcontractor.
- Q. If any part of the Subcontractor's work depends for proper execution or results upon the work of AmeriTribe LLC, any other subcontractor, or any other separate contractor on the Project, the Subcontractor shall inspect and promptly report to AmeriTribe LLC any apparent discrepancies or defects in such work that renders it unsuitable for such proper execution and results. Failure of the Subcontractor to so inspect and report shall constitute an acceptance of the work of AmeriTribe LLC, other subcontractors, or other separate contractors as fit and proper to receive its work.
- R. The clean up and removal of all debris left on job site due to the completion of this Subcontract is the responsibility of the Subcontractor, and will be completed within three (3) working days of written notification by AmeriTribe LLC, after which the cleanup will be done by AmeriTribe LLC, and with the cost of the cleanup charged to the Subcontractor.
- S. **The Subcontractor must not allow any of its subcontractor employees who has a known conviction to perform services for AmeriTribe LLC and/or its client(s). Further, that AmeriTribe LLC, Inc requires that each subcontractor completes a background investigation on each subcontractor employee on an annual basis. This background check will at a minimum include an investigation for, and review of, any (i) State and Federal felony convictions; and (ii) misdemeanor convictions involving (a) intentional injury or loss, to person or property or (b) endangerment of others while under the influence of alcohol or other substances, and any pending deferred adjudications with respect to any of the above, as allowed by law (collectively "convictions" for at least the seven years prior to the effective date of this agreement. The background check must take place in the county in which such employee has resided and currently resides and/or has been or is currently employed.**

**CONTRACTOR AGREES AS FOLLOWS:**

- A. Payment may be made on account of inventory, materials, or equipment not incorporated in the Project but delivered and suitably stored at the site of at some other location agreed upon in writing.
- B. Invoices to be paid no later than thirty (30) calendar days of receipt of an invoice for payment.
- C. If notification of any claims have been made against the Subcontractor or AmeriTribe LLC arising out of labor or materials furnished the Project, or otherwise on account of any actions or failures to act by the Subcontractor in the performance of this Subcontract, AmeriTribe LLC may, at its discretion, withhold from such amounts otherwise due or to become due hereunder a sum adequate to cover said claims and any costs or expenses arising or to arise in connection therewith, but not to exceed one hundred fifty percent (150%) of the sum of the claims, costs or expenses, pending legal settlement thereof. This right of AmeriTribe LLC shall not be exclusive of any rights of AmeriTribe LLC herein or by law provided.
- D. The failure of AmeriTribe LLC to make payments as and when they are due, shall, in addition to all other rights, entitle the Subcontractor to suspend all work and shipments during the continuance of such for the performance of the work covered by the Contract.
- E. Except in an emergency or to enforce safety requirements, not to issue or give any instructions, order, or directions to any employee or worker of the Subcontractor, other than the people the Subcontractor has designed as having supervisory responsibility of AmeriTribe LLC nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of AmeriTribe LLC to the Subcontractor, its material and equipment suppliers, its agents or employees, or other persons performing portions of the Subcontractor's work.
- F. To give written notice to the Subcontractor of all known claims within a reasonable period, but not more than thirty (30) calendar days, after knowledge of the claim.
- G. To include the correct job number and date(s) work performed on each invoice submitted.

**Rider B**  
**STANDARD SUBCONTRACT AGREEMENT**  
**Insurance/Hold Harmless**

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Subcontractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Contractor certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

- A. **Worker's Compensation and Occupational Disease Insurance** in accordance with the applicable law or laws; Employer's Liability Insurance with each accident, each employee and policy limit of at least \$500,000. This includes sole proprietorships and officers of corporations who will be performing work on the job. Waiver of subrogation included.
- B. **Commercial General Liability** with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) Dollars per occurrence and TWO Million (\$2,000,000.00) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project. Forms CG 2010/2037 or its equivalent.
  2. Completed Operations/Products Liability.
  3. Broad Form Property Damage
  4. Personal and Advertising Injury Liability.
  5. Independent Contractors.
  6. Endorsements must be furnished reflecting the inclusion of the interests of the Contractor and naming each as an Additional Insured on a primary and noncontributing basis.



7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Contractor, Subcontractor, and all other parties required to be named as additional insureds. Waiver of subrogation included.
  8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of Virginia or otherwise acceptable to the Contractor.
  9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of the Contractor. Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
  10. Contractors who are involved in pollution related operations/exposures are required to carry and maintain a Pollution Liability Limit of at least One Million (\$1,000,000.00) Dollars.
  11. Contractors involved in exposures/operations related to Professional Liability or Errors and Omissions are required to carry and maintain a Professional Liability Limit of at least One Million (\$1,000,000.00) Dollars.
- C. **Commercial Automobile Liability Insurance** covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars. Waiver of subrogation included.
- D. **Umbrella/Excess Liability Insurance** with a limit of no less than One Million (\$1,000,000.00) Dollars minimum per occurrence, and follows form.
- E. Where an Off Project Site Property exposure exists, the Subcontractor at its sole expense shall furnish to the Contractor Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of Contractor to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities named in the contract.
- "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- F. The above insurances shall each contain the following wording verbatim:  
 "AmeriTribe LLC and (*your company*) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed, or not renewed without at least a thirty (30) day advance written notice to AmeriTribe LLC, 520 Shakespeare Drive, Virginia Beach, VA 23452 by certified mail—return receipt requested."
- G. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its subcontractors.
- H. **The Subcontractor shall file certificates of insurance prior to the commencement of work with the Contractor which shall be subject to the Contractor approval of adequacy of protection and the satisfactory character of the Insurer.**
- I. The following wording will be included in the description box of the provided certificate of insurance.  
*"AmeriTribe LLC and affiliates as required by written contract or agreement are Additional Insured with respect to General Liability, which includes on-going and completed operations (See attached CG2010 4/13 and CG2037 4/13 or equivalent), Automobile Liability and Umbrella/Excess Liability regarding work performed or services rendered by the above-named insured on their behalf. Excess/Umbrella liability follows form. General Liability coverage is Primary and Non-Contributory as required by written contract. Waivers of subrogation apply in favor of the Additional Insured with respect to General Liability (See attached CG 24 04 05 09 or equivalent) and Worker's Compensation (See attached WC 00 03 13 or equivalent) and the Commercial Automobile policy. 30 Days Prior Written Notice of Cancellation will be given to the Certificate Holder. The certificate holder's Commercial General Liability policy does not contain an Exterior Insulation Finishing Systems or EIFS exclusion. **Attached is the policy endorsement providing EIFS coverage.**"*
- J. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- K. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- L. Any policies effected by the Subcontractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Contractor, and all other indemnities named in the Contract.
- M. Should the Subcontractor engage a subcontractor, the same conditions will apply under this contract to each subcontractor, however, the retained subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

#### Indemnification/Hold Harmless

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by the liability insurance purchased by the Subcontractor in accordance with the insurance requirements set forth in this contract, the Subcontractor shall indemnify and hold harmless the Owner, the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or a person described in this Paragraph INDEMNIFICATION/HOLD HARMLESS. In claims against any person or entity indemnified under this Paragraph INDEMNIFICATION/HOLD HARMLESS by an employee of the Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Subparagraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

This is the full agreement between the parties and is to be governed by Virginia law.



**CRIMINAL BACKGROUND CHECK ACKNOWLEDGEMENT**

\_\_\_\_\_  
Name of subcontractor

and

\_\_\_\_\_  
Owner of Subcontractor if subcontractor is an entity(hereafter "Subcontractor")

hereby acknowledge(s) that as an express condition of this Agreement, Subcontractor, or one or more of its owners if Subcontractor is an entity, shall submit to and pass a criminal background check, conducted by AmeriTribe LLC through a consumer reporting agency, as an express condition of AmeriTribe LLC retention, or continued retention, of Subcontractor. Subcontractor agrees to cooperate in providing information ("Background Information") to AmeriTribe LLC for such criminal background check ("Background Check"). With regard to all such Background Information, Subcontractor hereby affirms and certifies that the Background Information is true and correct.

Subcontractor acknowledges that AmeriTribe LLC may share the results of such Background Check with one or more third party administrators for companies engaged in the business of insurance ("TPAs").

Subcontractor hereby affirms and certifies that he, she, it, or they received that certain Independent Contractor Authorization to Release Records ("Authorization Form"), which document was separate and apart from this acknowledgment. Subcontractor further affirms that through such Authorization Form, Subcontractor received certain Fair Credit Reporting Act ("FCRA") disclosures and authorized AmeriTribe LLC and one or more TPAs, through a consumer reporting agency ("Reporting Agency"), to make a thorough check of Subcontractor's criminal background history.

Subcontractor, and all of its principals, agents, representatives, and assigns, hereby release and forever discharge AmeriTribe LLC, the TPAs, the Reporting Agency, and their agents, representatives, employees, principals, members, partners, and shareholders, regarding any and all claims, damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or relating to the Background Check in any way. Further, and to the fullest extent permitted by law, Subcontractor hereby agrees to indemnify and hold harmless AmeriTribe LLC, the TPAs, and the Reporting Agency, and the agents, representatives, employees, principals, members, partners, and shareholders of any of them, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Background Check. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or a person described in that certain AmeriTribe LLC Annual Construction Subcontract Agreement ("Subcontract Agreement") executed by and between Subcontractor and AmeriTribe LLC. The Subcontract Agreement is hereby incorporated as if fully set forth at length herein.

**SUBCONTRACTOR:**

\_\_\_\_\_  
Subcontractor Company

\_\_\_\_\_  
Printed Owner Name

\_\_\_\_\_  
Signature of Owner

Date: \_\_\_\_\_