

TOTAL RESTORATION SOLUTIONS, LLC SUBCONTRACTOR AGREEMENT

It is agreed this ____ day of _____, 202__, by and between Total Restoration Solutions, LLC (hereinafter referred to as "Contractor") and _____ (hereinafter referred to as "Subcontractor") whose address is _____.

This Agreement sets forth the terms and conditions upon which subcontractor shall perform work for Contractor during the term thereof. The specific scope of each job shall be set forth in Subcontractor work order(s) ("Work Order"). Each Work Order, written or oral, if any, shall be considered a separate agreement between Contractor and Subcontractor, but each such Work Order shall be governed in all respects by this Agreement, unless such Work Order specifically states otherwise.

Contractor will enter into various contracts for projects (each identified in a Work Order) during the term of this Agreement with property owners, which said contracts shall call for the furnishing of labor, materials equipment and services in connection with the completion of the project (each said contract, hereinafter a "Prime Contract" and each said project hereinafter a "Project"). Contractor wishes to subcontract to Subcontractor, and Subcontractor wishes to perform, work called for in the Work Order, if any, pursuant to the terms of this Agreement.

In consideration of the matters described above and agreements herein contained, the validity and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - The Contract Documents. The "Contract Documents" consist of this Agreement, the Prime Contract and other documents enumerated therein, each Work Order, the plans and specifications prepared for each Project, including all modifications incorporated prior to or after the date of this Agreement, and any other documents listed in this Agreement. The Contract Documents are to be construed together so that all of the work called for or indicated anywhere therein relating to the Subcontractor's work is to be done by the Subcontractor. In case of discrepancy within the Contract Documents, the provisions of this Agreement shall take precedence. When the Contract Documents provide for the exercise of authority by an Architect or Engineer or other person, the Subcontractor shall be subject to such authority by instructions issued through the Contractor. The Contract Documents represent the entire and integrated agreement between the parties hereto and supercedes prior negotiations, representations or agreements, either written or oral. Further, nothing contained in any documents submitted by Subcontractor to Contractor, including invoices, shall superseded the Contract Documents and all terms thereof shall by null and void, including, without limitation, provisions for finance charges or payment terms.

ARTICLE 2 - Appointment and Relationship Between the Parties. Contractor hereby engages Subcontractor as an independent contractor to provide construction services and supplies. Subcontractor will be responsible for the direction of its work from start to finish, subject to the time constraints specified by the Contractor. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED SO AS TO CAUSE THE SUBCONTRACTOR TO BE DEEMED AN EMPLOYEE OR AGENT OF THE CONTRACTOR, nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an INDEPENDENT CONTRACTOR responsible for its own actions. No agent, employee or servant of the Subcontractor, shall be or shall be deemed to be the employee, agent or servant of the Contractor.

ARTICLE 3 - The Subcontractor's Work and Extra Work. The Subcontractor's work shall be executed and completed in a good and workmanlike manner, to the satisfaction of Contractor, and wholly in accordance with the Contract Documents and in compliance with all of the laws and ordinances bearing on the construction of the Project. The Subcontractor shall notify the Contractor, in writing, if anything contained in the Contract Documents is at variance therewith. The Subcontractor is bound to the Contractor by the terms of the Contract Documents, and assumes toward the Contractor, with respect to the Subcontractor's work, all of the obligations and responsibilities that the Contractor, by the Contract Documents, has assumed toward the Owner. The Subcontractor, with respect to the Subcontractor's work, shall furnish all materials, transportation, labor, supervision, supplies, fuel and equipment and shall obtain and pay for all policies of insurance, guarantees and guarantee bonds, and shall give all notices and obtain all permits and inspections required by the Contract Documents or by law or municipal ordinances and pay all charges incident thereto, and shall do all things necessary to complete the Subcontractor's work to the entire satisfaction of the Contractor and/or the Owner. No extra work or changes under the Contract Documents shall be recognized or paid for by Contractor, unless agreed to in writing by Contractor before the work is done or the changes made. If no Work Order is created for any Project, the terms and conditions of this Agreement shall govern and the Contractor shall determine, in its sole and absolute discretion, the scope of the work properly performed by Subcontractor and the amount to be paid, if anything, for such work. No employee or representative of the Contractor is authorized verbally approve or authorize Subcontractor to perform any work. With respect to any ambiguities in a Work Order as to the scope of work or payment amount for such work, the determination of the Vice President of the Contractor or other such person designated by Contractor shall control and be binding on the Contractor and Subcontractor.

ARTICLE 4 - Progress Billings. Unless otherwise set forth on a Work Order, invoices from Subcontractor are due in Contractor's office each Wednesday after commencement of work hereunder for payment for material incorporated in the work and the work performed and in place during the billing period or part thereof. Invoices received by Contractor after any Wednesday will be included in the following two week cycle and, thereby, delay payment to the Subcontractor. All invoices are to be in a format acceptable to Contractor and must reference the job number on the Work Order. Invoices for carpeting are to show labor, material and Ohio State Sales Tax as separate items. Contractor shall have the right, but not the obligation, to verify that the work as invoiced has been performed to the satisfaction, at its own discretion, of the Contractor and is in place. Payments (less retainage, if any) will be made upon Contractor receiving the corresponding payment from the owner. The Subcontractor shall assume his proportionate share of the risk of the Owner's default or delay in paying Contractor. Retainage from the amounts invoiced shall be paid by Contractor thirty (30) days after final completion and acceptance of the project by the Owner or Owner's agent and for which final payment has been received by Contractor; provided the Subcontractor has provided to Contractor all final inspection certificates from the applicable authorities, all keys, as-built drawings, warranties, Owner's Manual materials and applicable waiver of liens.

ARTICLE 5 - Material & Services Waiver of Lien. Upon receiving payment, all subcontractors are required to sign (and have notarized if indicated) a waiver of lien indicating payment has been received. Waivers should be returned to Contractor immediately. Failure to return waiver will delay future payments. In addition, Contractor may require as a condition of payment, a conditional waiver of lien and/or that Subcontractor's suppliers provide proof of payment.

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ARTICLE 6 – Inspections. An employee of the Subcontractor shall be present at all inspections when work under a work order is included in the inspection. The Subcontractor shall provide sufficient, safe and proper facilities at all times for inspection of the Subcontractor’s work by Contractor, Contractor’s authorized employees or agents or any authority having jurisdiction over the work. Within 24 hours after receiving notice from Contractor, or any other authority having jurisdiction, the Subcontractor shall proceed to remove from the Owner’s property all work or material, whether worked or unworked, condemned as unsound, improper, or in any way found by Contractor or said authority to be failing to conform to the Contract Documents or unsatisfactory to Contractor. Subcontractor shall, at once, make good all work damaged or destroyed thereby whether such work is the work of the Subcontractor or others.

ARTICLE 7 – Workers Compensation Insurance and Liability Insurance. The Subcontractor will maintain adequate Workers’ Compensation insurance on all workman employed by Subcontractor on any work under this contract, whether the work is performed by the Subcontractor, its subcontractors, or anyone directly or indirectly employed be either of them and will furnish evidence of such insurance to the Contractor.

Types of coverage and limits of liability shall be as follows:

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|---|-------------------|
| (A) Comprehensive General Liability | |
| Each occurrence | \$1,000,000 Limit |
| Bodily Injury and Property Damage | \$1,000,000 Limit |
| General Aggregate | \$2,000,000 Limit |
| Products/Completed Operations Aggregate | \$2,000,000 Limit |
| (B) Comprehensive Automobile Liability | |
| Combined Single Limit | \$1,000,000 Limit |
| (C) Umbrella Policy | |
| Each Occurrence | \$1,000,000 Limit |
| Aggregate | \$1,000,000 Limit |
| (D) Workers’ Compensation | Statutory Limits |
| Employers Liability/ Stop Gap | \$1,000,000 Limit |

The policy shall be endorsed to name Contractor and its affiliates or other persons or entities identified by Contractor as additional insureds. The Subcontractor shall submit to the Contractor certificates of insurance certifying that the insurance policies carried by them were in force before the work started and certifying that these policies will not be canceled during the period of construction other than by an endorsement added to the policies and certificates reading substantially as follows: “The policies herein referred to are not cancelable or subject to a reduction of coverage by the insurer unless Contractor has received thirty (30) days written notice, as evidenced by return receipt of registered certified letter.” The Certificate of Insurance shall name such persons as Additional Insured under the special provisions. The Contractor at the address set forth in this Agreement shall be named as the Certificate Holder. Subcontractor’s policy shall be primary insurance in respect to Contractor and all subsidiaries and any other insurance policy that Contractor may have in effect shall be deemed as not contributory. Subcontractor shall not be permitted on the job site if it has not provided Contractor a valid Certificate of Insurance. Damage to Subcontractor’s materials, not yet installed, resulting from an act of God, fire, public enemy, civil commotion, vandalism or acts of omission or commission by any person, firm or corporation, shall be made good by the Subcontractor whether such materials are stored on site, stored off site or in transit. The Contractor shall have no obligation to protect or defend the Subcontractor’s materials.

ARTICLE 8 – Indemnity Agreement. Subcontractor shall indemnify defend, protect and be responsible to Contractor and its officers, directors, agents, employees, and assigns for and against any and all damages, losses, expenses, liens, claims, demands and causes of action against Contractor and all third parties for death, personal injury, property damage or any other liability, damages, fines or penalties (except where reimbursement of same is prohibited by applicable law) (collectively, “Damages”) arising directly or indirectly out of any negligent acts or omissions performed by Subcontractor or its subcontractors or 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, expense, etc. is caused in part by a party indemnified hereunder. Such indemnity shall also apply in the case of Damages to Contractor as a result of actual or asserted infringement, improper appropriation, or use of trade secrets, proprietary information, copyrights or patents, as well as the failure by Subcontractor to comply with any applicable law, regulation or statute or with the terms of the Contract Documents.

Should any goods or services provided by Subcontractor become, or appear likely to become, the subjects of a claim of infringement of a patent, copyright or other property right, Subcontractor shall, at Contractor’s option, either procure for Contractor the right to continue using such goods or services, replace with equivalent, non-infringing goods or services, or modify the goods or services so that the use thereof becomes non-infringing, providing that any such modification or replacement is of equal quality and provides equal performance to the infringing goods or services.

Subcontractor’s indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss or damage was caused solely by the negligence or willful misconduct of, or by defects in design furnished by, the party to be indemnified. Subcontractor’s defense and indemnity obligations shall include the duty to reimburse any attorneys’ fees and expenses incurred by Contractor for legal action to enforce Subcontractor’s indemnity obligations.

Subcontractor agrees to defend, indemnify and hold harmless Contractor from and against all laborers’, materialmens’, and mechanics’ liens arising from Subcontractor’s performance of the work, and shall keep the premises of Contractor and the premises of Owner and the premises of Contractor’s customers (for whom Subcontractors products and services benefit) free from all such claims, liens, and encumbrances. To the full extent permitted by law, Subcontractor waives all rights of mechanics’ lien against the property and premises of the owner of the project and its agents and against the property and premises of Contractor. If Subcontractor fails to release and discharge any claim of lien of others against the property of Contractor, owner or owner’s agents within five (5) working days after receipt of notice

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from Contractor to remove such claim of lien, Contractor may, at its option, discharge or release the claim of lien, or otherwise deal with the lien claimant, and Subcontractor shall pay Contractor any and all costs and expenses of Contractor in so doing, including reasonable attorneys' fees incurred by Contractor.

ARTICLE 9 – Taxes. The Subcontractor shall provide the Company a W-9, its federal employer identification number or social security number and agrees to withhold taxes, social security payments and unemployment taxes from the wages of his employees and promptly pay such withheld taxes to the proper authorities. The Subcontractor shall pay all sales taxes, use taxes, Social Security Insurance payments, and Unemployment Compensation taxes upon the material, labor and equipment furnished under the Contract Documents, as required by the United States Government and the State and local jurisdiction in which this work is performed.

ARTICLE 10 – OSHA Compliance/Hazcom Policy. All subcontractors are required to have their own OSHA and Hazardous Materials Communication Program. The Subcontractor shall be solely answerable for the safe, proper, and lawful construction, maintenance, and use of all hoists, scaffolds, ways and tools used by the Subcontractor. The Subcontractor shall be responsible to the Contractor for compliance with all governing safety rules and regulations of the State and Federal government, including, but not limited to, the Occupational Safety and Health Act of 1970 (and as amended), during the conduct of the Subcontractor's performance on and in connection with the Project. The Subcontractor shall indemnify the Contractor for fines, penalties and corrective measures that result from acts of commission or omission by the Subcontractor, his agents, employees and assigns in failure to comply with such safety rules and regulations.

ARTICLE 11 – Contractor Job Site Policies. Removal of rubbish and dirt caused by the Subcontractor's work shall be the responsibility of the Subcontractor to the satisfaction of Contractor. At all times the job site shall be maintained in an orderly and clean condition. Per OSHA requirements, Contractor superintendents are instructed to exercise their best efforts to maintain the job site clean and free of debris on a daily basis. Subcontractor shall be responsible to clean his waste and refuse at the end of each day so as to leave the job in a clean and safe manner at all times. Failure to do so will result in Contractor doing the cleanup and backcharging the Subcontractor for all costs incurred. Furthermore, the Subcontractor shall leave the job, at the completion of the Subcontractor's work, free of all dirt and rubbish caused by the Subcontractor's work. In carrying out the work, the Subcontractor shall take all necessary precautions to protect the unfinished or finished work of other trades from damage caused by his operations and Subcontractor shall repair and/or replace to Contractor's satisfaction all damage caused by his operation at no cost to Contractor.

ARTICLE 12 – Employment Opportunity. The Subcontractor hereby agrees to take affirmative action to comply with all current equal employment regulations, laws and executive orders of the Federal, State, and Local Governmental bodies which have made it unlawful to discriminate with respect to equal employment opportunity because of race, color, religion, sex or ancestry.

ARTICLE 13 – Time is of Essence. Time is recognized to be of the essence for each Project, as well as this Agreement and each Work Order. In the event Subcontractor fails to maintain progress of the work satisfactory to the Owner or Contractor, including, without limitation on the generality of the forgoing, delays resulting from a labor dispute involving the subcontractor and the employees or suppliers of the Subcontractor, Contractor shall, after 24 hours written notice, be entitled to proceed with the work directly or by further subcontract, including using all materials on site. All cost and expense for said completion of the work, including any expense from delay in completion, shall be a charge against the Subcontractor.

ARTICLE 14 – Warranty and Guaranty. Subcontractor warrants its materials and Services to Contractor, Owner and Owners' agents for a period of two (2) years from the date of substantial completion of the overall Project for the work ("Initial Warranty Period") and for an additional one year following implementation of any subsequent modifications, updates, revisions and/or additions. Subcontractor warrants to Contractor that material and equipment furnished under this Subcontract Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents. Subcontractor further warrants that its work will be free from defects not inherent in the quality required or permitted, that the work will conform to the requirements of the Contract Documents and that the work will be provided with the skill and care ordinarily used by members of Subcontractor's profession practicing under similar conditions. Subcontractor will correct any errors that are found if Subcontractor is notified of their existence within the above-stated period. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by Contractor.

Subcontractor agrees to perform the work in accordance with the highest degree of professional standards. Contractor will not direct or control work provided by Subcontractor. Contractor will be relying on the accuracy, competence and completeness of Subcontractor's work hereunder. In the event that the work fails to conform with the standards set forth in the Contract Documents, and the same is reported to Subcontractor by Contractor prior to acceptance of the work by the Owner or its affiliates or representatives, Subcontractor shall at no cost to Contractor, re-perform and/or furnish all services required in connection therewith as soon as reasonably possible or refund to Contractor the purchase price for such non-conforming Services. Any warranty provided to Contractor hereunder may be assigned by Contractor to Owner or Owner's affiliates or representatives.

ARTICLE 15 – Non-solicitation. Contractor may, in connection with this Agreement, disclose to Subcontractor confidential information regarding the Contractor's clients and the products or services to be provided to such client by Contractor. In consideration of the fees to be paid hereunder, Subcontractor agrees not to solicit such clients directly or indirectly, for any similar products or other products Contractor may offer in its normal course of business during the term of this agreement and for a period of eighteen (18) months thereafter. If Subcontractor does work directly for such clients in violation of this agreement, Subcontractor shall pay Contractor twenty five percent (25%) of the money received by Subcontractor for such work as liquidated damages. Subcontractor further agrees not to solicit or approach for employment, either directly or indirectly, any Contractor employee or personnel during the term of this agreement and for a period of eighteen (18) months thereafter.

ARTICLE 16 – Documentation and Right of Audit. Subcontractor shall maintain all records and documents required hereunder and all records and accounts pertaining to Services performed for a period of at least thirty-six (36) months after final payment. Contractor shall have the right to audit, copy and inspect any such records at all reasonable times upon reasonable notice for the above thirty-six (36) month period.

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ARTICLE 17 – Gratuities. Subcontractor, its employees, agents or representatives shall not offer or give to an officer, official or employee of Contractor, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract. Violation of this Article may be deemed by Contractor to be a material breach of this Subcontract Agreement, which may not be cured.

ARTICLE 18 – Governmental Requirements. Subcontractor warrants and represents that it is familiar with, and in compliance with, and will continuously remain familiar with and in compliance with all laws, regulations and rulings of all governmental agencies (collectively, the "Governmental Requirements") applicable to this Agreement and the work performed hereunder. Subcontractor will give all notices and will comply with all Governmental Requirements including keeping all records and allowing for all inspections required by Governmental Regulations. In particular, but without limiting the general statements above, Subcontractor will comply with all occupational safety laws; workers' compensation laws; unemployment compensation laws; Social Security Acts; laws prohibiting harassment and discrimination; Fair Labor Standards Act; immigration laws; EPA Regulations, including, without limitation, Lead Based Paint Renovation, Repair and Painting Regulations, and all applicable federal, state and local sales and use, earnings and income tax laws as they relate to this Agreement and the work performed hereunder. Specifically, with regard to compliance with the immigration laws, Subcontractor warrants that it and its subcontractors, if applicable, are and will continuously remain in full compliance with all federal, state and local laws and regulations, including, but not limited to employment-related provisions of the Immigration Reform and Control Act of 1986, as amended; the Immigration and Nationality Act, as amended; the Illegal Immigrant Reform and Immigrant Responsibility Act of 1996, as amended ("IRCA"); and all other applicable legislation concerning employment or immigration. Subcontractor warrants that it has verified the employment eligibility and identity pursuant to Form I-9 requirements ("Form I-9") for all of its employees and independent contractors and that the Form I-9's are correct and complete in compliance with IRCA and all applicable laws. Subcontractor further agrees as part of this Agreement to comply promptly with the Contractor's requests made from time-to-time for affidavit(s) certifying that all employees and independent contractors of Subcontractor are complying fully with all applicable immigration laws and are eligible to work at the Company's various job sites. Subcontractor acknowledges that this request also may include a requirement that it seek an experienced independent third-party immigration attorney or immigration consultant to review the Form I-9's for its employees and independent contractors working at Contractor's job sites and certify that the documentation submitted satisfies the requirements of the applicable laws and regulations. Subcontractor will indemnify and hold the Contractor harmless, to the extent permitted by law, from any damage, fine or penalty that may be assessed against the Contractor due to Subcontractor's breach or failure to comply with any Governmental Requirements and from legal fees necessarily and reasonably incurred by the Contractor in defending against any such claim.

ARTICLE 19 – Background Checks. Subcontractor shall conduct a documented background check on all of its employees and independent contractors that may be physically present on a Project. Subcontractor shall cooperate with any audit Contractor may conduct to verify such background checks are being properly completed.

ARTICLE 20 – Misc. Subcontractor shall not assign this Agreement wholly or in part, voluntarily, or by operation of law, or otherwise without first obtaining the written consent of Contractor. Any assignment of this Agreement in violation of the foregoing shall be, at the option of Contractor, void. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto. In the event that Contractor is required to arbitrate a dispute with a third party (including the owner of the project or its agent), which dispute arises out of or is directly related to this Agreement, Subcontractor agrees to join in, as requested by Contractor, such arbitration proceeding as Contractor directs and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein. Contractor's failure to insist on performance of any term, condition or instruction or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction and/or any right or privilege. No asserted waiver of any right or benefit by Contractor shall be valid unless such waiver is in writing and signed by Contractor. The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration. Subcontractor hereby knowingly, voluntarily and intentionally waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating in any way to this Subcontract Agreement and agrees that any such dispute may, at Contractor's option, be tried before a judge sitting without a jury or be submitted to arbitration acceptable to Contractor. The losing party in any arbitration or court proceeding shall reimburse the other party for all reasonable costs, expenses, charges (including reasonable attorneys' fees and expenses) the prevailing party incurs in the arbitration or litigation; provided however, that each party shall bear its own attorneys' fees and expenses during such arbitration and litigation. This Agreement is formed and shall be construed, performed and enforced under the internal substantive laws of the State of Ohio. Any dispute with respect to this Agreement shall be litigated exclusively in the state and federal courts located in Hamilton County, Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below, but effective as of the day and year first set forth above.

SUBCONTRACTOR:
_____ (print)

CONTRACTOR:
TOTAL RESTORATION SOLUTIONS, LLC

By: _____

By: _____

Print: _____

Print: _____

Date: _____

Date: _____

A/R Email: _____

Billing Email: ap@totalrestorationsolutions.com

A/R Phone: _____