



SUBCONTRACTOR AGREEMENT

1. ACCEPTANCE

Subcontractor's acceptance of this Agreement is expressly limited to the terms of this Agreement and any additional or different terms suggested by Subcontractor are rejected unless expressly consented to in writing by Contractor. Upon acceptance by Subcontractor, this Agreement shall constitute a valid and binding contract which shall be governed, construed and subject to the laws of the State where the Property is located.

2. PERFORMANCE STANDARDS

Subcontractor warrants that all Work shall: (a) meet all requirements of this Agreement; (b) be furnished by experienced personnel in accordance with Subcontractors best skill and attention and the highest professional standards and without delay to other tradesmen.

In addition, all materials, equipment, supplies, and accessories furnished by Subcontractor in connection with this Agreement shall be of good quality and workmanship in strict compliance with the requirements of this Agreement, and free from defects, latent or patent, for a period of not less than one (1) year for workmanship and two (2) years for systems, or such longer period as required by the laws of the State where the Property is located. Subcontractor will promptly notify Contractor (before commencing the Work) if there are any defects or deficiencies in the surface that is to receive Subcontractors Work. Subcontractor agrees, without charge to the Contractor, to diligently commence within (72) hours of Contractors written request, the repair or replacement of any and all failures of Subcontractor to conform to the requirements of this Agreement. If Subcontractor does not commence and diligently pursue such repair or replacement within the period specified, Contractor shall have the right to remedy such failure, and upon Contractors demand, Subcontractor shall pay Contractor all costs incurred by Contractor in connection with Subcontractors failure, including without limitation, all reasonable costs, professional, administrative, managerial, and attorneys fees.

3. JOB SITE REQUIREMENTS

Subcontractor must read and follow M.J. Olson Enterprises "Job site rules" posted at site, and sign in and out as required.

4. DOCUMENTS REQUIRED FOR PAYMENT

Application for Payment (detailed invoice) of work completed to date. Please note the name or address of the project on your invoice, invoices may be mailed or faxed. A Waiver of lien for the amount of payment due. Supporting documents from suppliers and subcontractors. Inspection reports, signed approving work performed (where applicable). Signed change orders. All items must be received no later than the 25th of the month in order for Contractor to process and bill Property owner.

5. TAXES

Subcontractor shall pay all Federal, State and Municipal payroll, excise and sales taxes, and any and all other levies and taxes imposed in respect of any materials and services provided.

6. INDEMNIFICATION

The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole expense) and hold harmless Contractor, the Owner (if different from Contractor), affiliated companies of Contractor, their partner, joint ventures, representative, members, designees, 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, cost and expenses (including but not limited to investigative and repair cost, 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 Agreement 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. Subcontractor shall not be obligated to indemnify and defend Contractor or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement 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.

7. INSURANCE

Upon execution of this Agreement and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall carry comprehensive general liability insurance and the Subcontractor shall provide the Contractor with a Certificate of Insurance and Additional Insured Endorsement naming the Contractor and the Owner as Additional Insured's thereunder. The coverage available to the Contractor and Owner, as Additional Insured's shall not be less than \$1,000,000.00 (1 million dollars) containing broad form coverage, broad form comprehensive general liability, completed operations, products liability, contractual liability, vendors liability, and underground collapse hazard if Subcontractor is installing underground facilities. Exclusions for subsidence, collapse and explosion shall be deleted. Umbrella liability insurance, if any is carried by the Subcontractor, shall be similarly endorsed to show the Contractor and Owner as Additional Insured's. All aforementioned exclusions in any Umbrella policy shall be similarly deleted. All coverage shall be placed with an insurance company duly admitted in the State of Domicile of the Contractor or Owner and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must be "A" rated. Coverage shall be afforded to the Additional Insured's whether or not a claim is in litigation.

The insurance coverage required shall be of sufficient type, scope, and duration to ensure coverage for the Contractor or Owner 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 the Contractor or Owner in relation to the Project. **Subcontractor agrees to maintain the above insurance for the benefit of Contractor and Owner for a period of ten years, or the expiration of the Statute of Limitations pursuant to Code of Civil Procedure, Section 337.15, whichever is later.

Not less than two weeks prior to the expiration, cancellation or termination, the Service Provider will provide the Contractor with a new Additional insured endorsement naming the Contractor as an additional named insured as well as a Certificate of Insurance.

Additionally and prior to commencement of the Work, the Subcontractor shall provide the Contractor with a Certificate of Insurance showing liability insurance coverage for the Subcontractor and any employees, agents or Sub-Subcontractors of the Subcontractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Contractor. Coverage's shall be no less than the following:

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000.00 (1 million dollars) per occurrence for bodily injury and/or property damage, uninsured and underinsured motorist liability, medical payment and damage to vehicles combined including: owned autos, hired or borrowed autos, non-owned autos, and an endorsement affording thirty (30) days notice to Contractor prior to cancellation, non-renewal or amendment (excepting amendments naming Additional Insured's).

Waiver of Subrogation: Subcontractor shall obtain from each of its insurers a waiver of subrogation and all other claims in favor of Contractor and Owner with respect to Losses arising out of or in connection with the Work.

8. LIENS

In consideration of this Agreement, and provided that this waiver and release shall not become effective until full payment of submitted invoices has been remitted and the remittance has been marked paid by the bank against which drawn, Subcontractor waives and releases any and all liens and claims, statutory or otherwise, which now exist or hereafter arise, because of any and all labor, materials, and equipment furnished by or through Subcontractor in connection with this Agreement. Subcontractor shall furnish, if requested by Contractor, all other necessary lien waivers, affidavits, or other documents, in form satisfactory to Contractor, required to enforce and maintain this waiver and release and/or to keep Property free from any and all liens or claims for liens arising out of labor, materials, or equipment furnished under this Agreement.

9. CONSTRUCTION OF AGREEMENT

In the event that any part of this Agreement shall be declared void or unenforceable, such imperfection shall not affect the validity or enforceability of the remainder of this Agreement. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be construed to, define, limit or extend the scope or intent of this Agreement. The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute a waiver of that party's right to enforce the same in the event of a continuing or subsequent default on the part of the other party.

Subcontractor Name _____

License Number _____

City _____ State _____ Zip _____

Subcontractor Signature/Title

Date

Contractor Name: M.J. Olson Enterprises, Co., Inc.

WA License Number - MJOLSEC996BU

OR License Number – 89014

P.O. Box 1700

Kalama, WA 98673

Contractor Signature/Title

Date