

KEKA CONTRACTORS SUBCONTRACTORS AGREEMENT

Date: _____

Apply to all Projects or Development: _____

Name of Subcontractor: _____

Address of Subcontractor: _____
(Street Address)

(City, State, Zip)

Phone # of Subcontractor: _____

Primary Contract Person for Subcontractor: _____

WHEREAS, KEKA Contractors (hereinafter "KEKA") and _____, Subcontractor (hereinafter "Subcontractor") have agreed that Subcontractor shall provide services at the project/development referenced above and said services are generally described as: _____

WHEREAS, the Subcontractor has represented that it is experienced and skillful in the craft of _____ and can satisfactorily Provide the services described in the forgoing paragraph;

WHEREAS, the Subcontractor has agreed to comply with all of the terms and conditions set forth below, as well as the terms and conditions set forth in the payment schedule provided to it by KEKA:

WHEREAS, the Subcontractor and KEKA have agreed that this Subcontractor Agreement (hereinafter "Agreement") constitutes the entire Agreement between the parties hereto and shall not be amended or revised without the written consent of both parties, the Subcontractor and KEKA. This Agreement is binding on and benefits the heirs, executors, administrators, trustees, assignees and successors of both parties;

NOW THEREFORE, KEKA and the Subcontractor, the parties hereto, agree to the Following:

1. The terms and conditions set forth in this Agreement shall be strictly followed and adhered to by the Subcontractor. As stated above, any amendment or revision of this Agreement must be in writing and must be approved and signed by both parties hereto.

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2. The services and work provided by the Subcontractor shall consist of the providing of all materials, tools, equipment, power, transportation and other facilities, as well as the providing of all labor, with proper supervision, which are necessary and required to satisfactorily complete the job for which Subcontractor has been hired. All services and work provided and performed by the Subcontractor is subject to the approval of **KEKA**. The approval of **KEKA** shall be given or withheld as **KEKA** deems necessary and within its sole discretion for each building or dwelling unit or structure whereat the Subcontractor has provided services and work.

3. The Subcontractor must strictly follow and adhere to all architectural drawings, plans site plans, prints, bid specifications, customer selection sheets, and FHA and/or VA descriptions of materials and requirements for the model set numbers applicable to each building or dwelling unit or structure, without change or deviation by the Subcontractor, unless such change or deviation has been pre-approved in writing by **KEKA**. The Subcontractor hereby acknowledges receipt of and/or that it has sufficient and adequate familiarity with all of the documents and specifications described above, which are incorporated herein by reference and made a part of the Agreement, so that it may perform the job for which it has been hired satisfactorily. The Subcontractor hereby acknowledges that its receipt or review of the documents and specifications described above has occurred prior to the signing of this Agreement and the submission of any prices or bids for services, materials, labor or work. The Subcontractor acknowledges and understands that changes to and deviations from the original architectural drawings, plans, site plans, print, specifications, etc., may be necessary from time to time and requested by **KEKA** during the course of construction. Any and all such reasonable changes and deviations requested by **KEKA** shall be performed by the Subcontractor and no additional compensation will be given to the Subcontractor for such reasonable changes and deviations, unless the requested changes and deviations are deemed to be beyond reasonable and they substantially alter the nature extent and scope of the job for which the Subcontractor was hired. Changes and deviations considered reasonable and not substantially altering the nature, extent and scope of the job for which the Subcontractor was hired include, but are not limited to changes caused by existing conditions deviating from the conditions called for the architectural drawings, plans, site plans, prints, specifications, etc. and changes associated with the decision to change a handicapped unit to a non-handicapped unit and vice-versa. The Subcontractor hereby acknowledges that it has inspected the job and that the above-described situations may exist.

4.A The Subcontractor agrees that its compensation for any and all services, materials labor and work provided pursuant to and under this Agreement is as set forth in the Subcontractor Bid Sheet, which is attached hereto and incorporated herein by reference. The terms of compensation set forth in said Subcontractor Bid Sheet may be changed or amended from time to time, but only if consented to in writing and signed by both parties hereto. There shall be no oral modification by either party, **KEKA** or the Subcontractor, of the Subcontractor Bid Sheet and the terms of compensation set forth therein. Any and all payments made by **KEKA** to the Subcontractor pursuant to the Subcontractor Bid Sheet shall only be paid upon **KEKA'S** confirmation that the work, or portion thereof, for which the Subcontractor is being paid, has been satisfactorily completed.

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4.B Alterations and/or additions, which are not part of the original scope of the job for which the Subcontractor has been hired and/or permissible, reasonable deviations there from, (hereinafter “Extra Work”) must be submitted in writing to **KEKA** on the Purchase Order form provided by **KEKA** and approved by **KEKA** prior to the commencement of any such Extra Work. If Extra Work which is not submitted to and approved by **KEKA** in accordance with this paragraph is performed by the Subcontractor, the Subcontractor shall not be compensated and no payment will be received by the Subcontractor therefore.

5. The Subcontractor warrants and represents that it has carefully reviewed the architectural drawing, plans, site plans and prints, and that they are in conformity with all municipal, county, state and federal laws, codes, rules and regulations. The Subcontractors further warrants and represents that it has procured all licenses and permits from such governmental agencies as are necessary to perform the work for which it was hired and which is described in this Agreement. The work performed under this Agreement shall meet with the approval of and pass the Inspection of any and all governmental authorities having jurisdiction thereof. In the event the Subcontractor performs any work not in compliance with the applicable municipal, county, state or Federal laws, codes, rules or regulations, it shall immediately redo such work or cause such work to be redone at the Subcontractor’s expense.

6. The Subcontractor shall take any and all necessary precautions to insure that its work is performed in a safe manner. All safety regulations initiated by **KEKA**, as well as all applicable laws, codes, rules, regulations and initiatives of any governmental or public authority for the safety of persons or property, shall be complied with by the Subcontractors at all times it is performing work under this Agreement. The Subcontractor hereby warrants and represents that it is familiar with and will comply with the Regulations and Standards as described in the Federal and State Occupational Safety and Health Administration laws. The Subcontractor shall maintain all records required for compliance with any and all safety, occupation, workmen’s compensation, minimum wage, overtime and anti-discrimination laws. **KEKA** shall be held harmless from and indemnified by the Subcontractor for any claim, damage, fine or penalty which may be incurred by or assessed against **KEKA** due to the Subcontractor’s breach of any such safety, occupation, workmen’s compensation, Minimum wage, overtime and/or anti-discrimination laws. Any penalty that is imposed against **KEKA** as a result of a citation for the unsafe conduct of the Subcontractor or the unsafe conditions of the Subcontractor’s work site shall be charged to and paid by the Subcontractor. The Subcontractor agrees that, in the event of an injury or accident occurring at its job site, it shall report the same to **KEKA** immediately.

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7. The Subcontractor hereby agrees that I may be ordered, from time to time, by **KEKA** to perform additional work or to make changes to the work to be performed under this Agreement. Any and all such additional work will be ordered in writing and the additional compensation therefore, when such additional work is beyond reasonable and additional compensation is deemed appropriate, will be set forth in said writing. To the extent practicable, the additional compensation provided shall be in conformity with **KEKA's** price sheet. Otherwise, when the item of additional work is not included in the price sheet, the Subcontractor shall be paid on a time and materials basis or negotiated between the parties. When an agreement cannot be reached, the Subcontractor shall perform the disputed work and the compensation therefore shall later be determined by an independent arbitrator to selected pursuant to the mutual agreement of both parties.

8. Any and all payments to the Subcontractor hereunder, whether for the described work, Extra Work or Additional Work, shall be paid by **KEKA** on the first and fifteenth of each month. In the event the first or fifteenth falls on a weekend or holiday, said payment shall be made on the business day immediately proceeding said weekend or holiday.

9. The Subcontractor agrees that is shall maintain adequate insurances at its sole expense, including, but not necessarily limited to: (1) Worker's Compensation and Employer's Liability Insurance for all of its employees; (2) General Liability Insurance; (3) Automobile Liability Insurance; (d) Completed Operations and Products Liability Insurance; (e) Contractors Protective Liability Insurance and (f) Contractual Liability Insurance. All insurance shall be placed in companies approved by **KEKA** and certificates thereof shall be delivered to **KEKA** within five (5) days of signing this Agreement and prior to commencing any work hereunder.

10. The Subcontractor hereby indemnifies and holds **KEKA**, as well as any of its agents, officers, directors and employees, harmless from any and all claims, damages, losses and expenses, including reasonable attorneys' fees, court costs, expert witness fees and other litigation related Agreement, the Subcontractor's negligence, and/or the Subcontractor's failure to observe or comply with any applicable municipal, county, state or federal laws, codes rules or regulations.

11. This Agreement, either the work to be performed or the right to payment hereunder, shall not be assigned by the Subcontractor or subcontracted to another without the written consent of **KEKA**. Only qualified tradesmen shall be employed by the Subcontractor for the performance of work under this Agreement. **KEKA** reserves the right to reject and require the removal of any employee or agent of the Subcontractor's that **KEKA** finds to be unacceptable. All work performed under this Agreement must be approved by **KEKA** prior to the Subcontractor receiving payment therefore.

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12. **KEKA** reserves the right to terminate the Subcontractor's services at any time, without notice, for any reason whatsoever. In the event of termination by **KEKA**, the Subcontractor shall be paid for any and all work successfully completed and approved by **KEKA** prior to termination. In the event the Subcontractor desires to terminate this Agreement, it must provide **KEKA** with notice of such intent at least three (3) weeks prior to stopping work hereunder. In any Event, whether **KEKA** terminates this Agreement or the Subcontractor terminates this Agreement or the Subcontractor completes its work hereunder, the Subcontractor hereby agrees that it shall not contract with another contractor for work in the same development or for the same project which is identified on page one (1) of this Agreement.

13. The Subcontractor agrees to be responsible for all materials and equipment supplied by the Subcontractor and under its control until all work under this Agreement is successfully completed and approved by **KEKA**. The Subcontractor further agrees to cooperate with **KEKA** and other subcontractors employed by **KEKA** in scheduling and performing the work under this Agreement, so as to diminish conflicts and interference with the work of other and so as not to Interfere with the completion of the construction.

14. The Subcontractor agrees that it shall be fully responsible for all work done by the Subcontractor, its agents or employees. It agrees that all work shall be performed in a manner acceptable to **KEKA** and all municipal, county, state or federal inspectors. The Subcontractor warrants all work performed hereunder against defects in labor and/or material and shall indemnify and hold **KEKA** harmless from any and all claims, losses, actions, damages or demands which are based in whole or in part on the Subcontractor's defective labor and/or materials. The Subcontractor agrees that it shall remedy, correct and repair all defective work or materials within seven (7) days of receiving notice thereof and that it shall pay for any and all damages resulting or arising there from. In the event the Subcontractor fails to remedy, correct or repair its defective work or materials, **KEKA** may take whatever action it deems appropriate to make the necessary corrections and repairs. Any and all costs incurred by **KEKA** for the correction of the Subcontractor's defective work or materials shall be chargeable to the Subcontractor. The Subcontractor's warranty provided hereunder shall be for a period of one (1) year from the date on which the dwelling, house or office constructed is occupied by the customer.

15. The Subcontractor agrees that its job site shall be free from all trash and debris. All trash and debris accumulated on the job site, including lunch debris created by the Subcontractor's agents and employees, shall be removed on a daily basis. At the conclusion of its work, the Subcontractor shall be fully responsible for the removal of all trash and debris, and shall thoroughly clean the premises, leaving the same in a clean and orderly manner. In the event the Subcontractor fails to comply with this provision, **KEKA** shall dispose of all trash and debris, and clean the premises, with all costs and expenses incurred chargeable to the Subcontractor.

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16. The Subcontractor agrees that all costs of labor, materials and services shall be promptly paid and that the project shall be free from all liens, attachments and encumbrances. In the event of any such lien, attachment or encumbrance arising out of or resulting from the Subcontractor's failure to promptly pay for labor, materials or services incurred or furnished by it, it shall indemnify and hold **KEKA** harmless from all claims, losses, demand or expenses, including, but not limited to reasonable attorneys' fees, court costs, expert witness fees and other litigation expenses.

17. The Subcontractor agrees that it shall abide by any and all job site regulations and directions issued by **KEKA** from time to time. It further agrees that **KEKA** shall be permitted access to its job site for inspection or other purposes at any time. In the event **KEKA** determines that the Subcontractor's work, or a portion thereof, does not conform to the requirements of this Agreement, the Subcontractor agrees to promptly remove and replace such work at the Subcontractor's sole expense. In the event the Subcontractor fails to do so, **KEKA** may remove and replace said defective work, with all costs and expenses chargeable to the Subcontractor.

18. **KEKA** reserves the right to hold a percentage of the funds which may be due and owing the Subcontractor hereunder for any reason of termination or for the Subcontractor's failure to render services or perform work in an acceptable or expeditious manner. If the Subcontractor fails to complete the work for which it was hired or fails to remove and replace or repair the same in a manner acceptable to **KEKA**, the retainer shall be used to compensate **KEKA** or another subcontractor hired by **KEKA** to complete said work.

19. Both parties hereto that this Agreement represents the entire understanding of the parties. Any and all other agreements, written or verbal, previously entered into between **KEKA** and the Subcontractor are superseded hereby. It is further agreed that this Agreement shall be construed and enforced in accordance with the laws of the State of Delaware.

20. Subcontractor hereby certifies to Contractor that is in full compliance and shall remain in full compliance with the provisions of the Immigration Reform and Control Act of 1986 in the hiring of its employee. On written request Subcontractor shall provide Contractor within fifteen (15) days thereafter true copies of the federal "I-9" forms applicable to employees participating in any element of the Work.

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**I HAVE READ AND INITIALED ALL SEVEN PAGES OF THIS AGREEMENT AND AGREE
TO ALL TERMS IN THE AGREEMENT.**

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IN WITNESS WHEREOF, both parties hereto have set their hands and seals to this seven page Agreement on this _____ day of _____, Year _____.

KEKA CONTRACTORS

(Corp. Seal) By: _____ (SEAL)
Keller Camarco, President

By: _____ (SEAL)
Alejandra Camarco, President Administrator

SUBCONTRACTOR

By: _____ (SEAL)

Name: _____

Title: _____

Company: _____