

SUBCONTRACTOR AGREEMENT

This Agreement, as negotiated herein, is entered into by and between

_____,
"Subcontractor" and Cherokee Construction Services LLC, "Contractor." For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and the Contractor hereby agree as follows:

Article 1. Statement of Work:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and conditions negotiated by the parties for particular projects, Contractor and Subcontractor hereby agree that the terms and conditions of this Subcontractor Agreement (the "Agreement") shall apply whenever Subcontractor provides services to Contractor.

Article 2. Insurance:

The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

A. Workers' Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers' compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor's employees. The Subcontractor shall also obtain a minimum of \$500,000 of Employers' Liability insurance.

B. Commercial General Liability insurance covering the legal liability of the Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting there from arising out of the services to be performed by the Subcontractor, in an amount not less than \$1,000,000 for any one occurrence, \$2,000,000 general aggregate, \$2,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall be obtained and shall include, products/completed operations, and Contractor shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement including ongoing operations and products/completed operations.

The Contractor shall be included as insured on the CGL, using ISO additional Insured Endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-contributory Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. A 30 day notice of cancellation will need to be provided in favor of the general contractor.

C. Automobile Liability insurance covering the legal liability of the Subcontractor who may be engaged in the services, for claims for personal injuries and death resulting there from and for property belonging to other than the Subcontractor caused by highway licensed vehicles of or used by the Subcontractor in an amount not less than: (i) \$1,000,000 Combined Single Limit for bodily injury and property damage. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment.

D. The Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. The Subcontractor hereby Waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or

Federal Workers' Compensation or Employer's Liability Act. The Subcontractor shall indemnify and hold harmless the Contractor, its officers, agents, employees, and indemnities from and against all claims, notices, orders, losses, suits, damages legal and otherwise, and liabilities incurred by or asserted against the Contractor which in any way arise out of or related to defective subcontract work, subcontract work that does not adhere to the Subcontract agreement, any inaccuracy or violation of any certification provided by the subcontractor, the Subcontractor's failure to comply with the Subcontract agreement, any death, personal injury, damage or loss to property wholly or in part by any act or omission of the Subcontractor, its agents, employees, or subcontractors arising out of or related to the Subcontract work. To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the Subcontractor. Insurance shall be placed with insurers with a Best rating of not less than A-

This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements. Any amendment(s) to this contract must be given in writing.

SUBCONTRACTOR

CONTRACTOR

Company: _____

Company: Cherokee Construction Services LLC

By: _____

By: 

Title: _____

Title: Owner

Date: _____

Date: 2/2/26