



This Subcontract Agreement (the "Agreement") is made and entered into on this day of by and between:

Certified Pro Services LLC, a limited liability company organized and existing under the laws of with its principal place of business at 5900 Balcones Drive. Suite 4000 Austin TX 78731 hereinafter referred to as the "General Contractor," and a (company name) \_\_\_\_\_

organized and existing under the laws of the with its principal place of business at \_\_\_\_\_ hereinafter referred to as the "Subcontractor,"

Collectively referred to as the "Parties."

WHEREAS, General Contractor wishes to subcontract certain portions of the Project to Subcontractor, and

WHEREAS, Subcontractor possesses the necessary expertise and capabilities to perform the subcontracted work in accordance with the specifications and requirements of the Project, NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the

Parties agree as follows:

1. Scope of Work

1.1 General Contractor hereby engages Subcontractor to perform the following scope of work (the "Subcontracted Work") as detailed in the PO, which forms an integral part of this Agreement.

2. Payment

2.1 General Contractor shall pay Subcontractor for the Subcontracted Work as detailed in Exhibit

A, in accordance with the payment terms and schedule specified therein.

3. Performance and Quality

3.1 Subcontractor shall perform the Subcontracted Work diligently, competently, and in a workmanlike manner, meeting all applicable industry standards, codes, and regulations.

4. Schedule

4.1 Subcontractor shall adhere to the project schedule established by the General Contractor and ensure that the Subcontracted Work is completed within the agreed-upon timeframe.

5. Insurance and Indemnification

5.1 Subcontractor shall maintain appropriate insurance coverage, including general liability insurance, worker's compensation insurance, and any other coverage necessary for the Subcontracted Work. Subcontractor shall indemnify and hold harmless the General Contractor and Client from any claims, damages, liabilities, and expenses arising from the Subcontracted Work.

6. Changes and Modifications

6.1 Any changes or modifications to the Subcontracted Work must be agreed upon in writing by both Parties. Changes may result in adjustments to the payment and schedule as mutually determined.

7. Termination

7.1 Either Party may terminate this Agreement for cause upon written notice if the other Party materially breaches any provision herein and fails to remedy such breach within of receiving written notice of the breach.

8. Governing Law and Venue

8.1 This Agreement shall be governed by and construed in accordance with the laws of the Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts in

9. Entire Agreement

9.1 This Agreement constitutes the entire agreement between the Parties regarding the Subcontracted Work and supersedes all prior agreements, whether written or oral. days

IN WITNESS WHEREOF, the Parties hereto have executed this Subcontract Agreement as of the date first above written.

Certified Pro Services LLC By:

Title: Owner

Name: Tamara Calmon

Signature \_\_\_\_\_

\_\_\_\_\_ By:

Name:

Title:

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