



SERVING TEXAS, COLORADO & THE MIDWEST SINCE 1996

# EXCEL CONSTRUCTION GROUP

## ROOFING & CONSTRUCTION

**SUBCONTRACTOR AGREEMENT – (844) 601-ROOF (7663)**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and Excel Construction Group hereby agree as follows:

### **STATEMENT OF WORK**

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

### **TERMS OF RELATIONSHIP**

Subcontractor is an independent contractor and not an employee of Excel Construction Group. Nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Subcontractor will not be entitled under this Agreement to any of the benefits that Excel Construction Group may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays, or sick leave, or workers compensation insurance. Subcontractor is responsible for providing insurance for themselves and their vehicles.

If contracted to do a roofing system – Residential or Commercial Subcontractor accepts full responsibility for that roofing system from the point of starting production / removal of existing roofing system. Subcontractor will keep a close eye on the weather and any other possible elements that may affect Subcontractor achieving project completion without any issues. In the event of bad weather, Subcontractor will make every attempt to dry in the house by installing the underlayment as soon as possible or tarping it as quickly as possible. If any damage occurs during this process, Subcontractor accepts full responsibility. If for whatever reason Subcontractor does not feel that it is a good idea to do the roofing system at that time Subcontractor has the right to refuse to start the job.

Initials : \_\_\_\_\_  
( Mandatory )

No part of Subcontractor’s compensation will be subject to withholding by Excel Construction Group for the payment of any social security, federal, state or any other employee payroll taxes. Excel Construction Group will regularly report amounts paid to Subcontractor by filing a Form 1099-MISC with the Internal Revenue Service as required by law.

Payments for services will be agreed upon at the acceptance of each job. Rate and payment terms will vary from job to job. It is the responsibility of the Subcontractor to provide a weekly invoice for amounts due.

Subcontractor agrees to furnish all tools and means necessary to complete jobs accepted from Excel Construction Group. Subcontractor warrants that all work done by him will be done in a professional and competent manner and suitable for the purpose intended.

Subcontractor agrees to utilize all safety equipment as determined and provided for by Excel Construction Group. **Subcontractor agrees to wear safety vest furnished by Company at all time on job site.**

Subcontractor agrees to represent Excel Construction Group in a professional manner including language, appearance, and overall conduct.

In adherence with OSHA standards as well as overall safety for Excel Construction Group and its customers, Excel Construction Group has a responsibility to provide a drug-free environment, specifically related to workers performing under the influence of alcohol or illicit drugs. Excel Construction Group reserves the right to terminate this agreement without further notice if Subcontractor arrives at job site under the influence.

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.

This agreement releases Excel Construction Group from all liability relating to any injuries to include, but not limited to death, that may occur while completing accepted project. By signing this agreement, I agree to hold Excel Construction Group entirely free from any liability, including financial responsibility for injuries/death incurred, regardless of whether injuries/death are caused by negligence.

### **SUBCONTRACTOR**

### **EXCEL CONSTRUCTION GROUP**

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

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

Date : \_\_\_\_\_

Date : \_\_\_\_\_

Project : \_\_\_\_\_

( All inclusive – Residential & Commercial )

**Subcontractor Rate :** \_\_\_\_\_

#### **Billable Expenses :**

Fuel – N/A

Tolls – N/A

Tools / Equipment – N/A

- Any materials specific to the job must be approved by Excel Construction Group prior to purchase. Receipt to be turned in with weekly invoice for time.

#### **Payment Terms :**

- Week runs from Monday – Sunday.
- All invoices must be submitted to Manager by 5:00pm on Sunday.
- Checks will be issued on Friday and will be available after 2:00pm.  
\*In the event that an Invoice needs to be reviewed by Owner, this may cause a delay in issue of check until the next 1-2 business days.\*
- No checks will be issued without signed Subcontractor Agreement and Current W-9.