

2025



Allstar Construction Commercial Operating Company, LLC DBA Allstar
6500 Carlson Drive
Eden Prairie, MN 55346
952-942-7454

SUBCONTRACTOR AGREEMENT

THIS AGREEMENT, made effective _____ by and between Allstar Construction Commercial Operating Company, LLC DBA Allstar (hereinafter called the “Contractor”) and _____ (hereinafter called the “Subcontractor”) (Contractor and Subcontractor sometimes individually referred to herein as “Party” and mutually as the “Parties”)

RECITALS

WHEREAS, Contractor is engaged in the business of construction general contracting (the “Business”); and

WHEREAS, Contractor desires to engage the services of Subcontractor for the Work identified below; and

WHEREAS, Subcontractor is willing to provide the Work, as hereinafter defined, to Contractor pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the undertakings, promises, respective covenants and commitments contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

Definitions

- 1.1 “Contract Documents” means the Prime Contract, Plans, Specifications, this Agreement, any attachments, exhibits and addenda hereto, and all other contract-related documents specifically referred to herein.
- 1.2 “Governmental Requirements” means all laws, rules and regulations, whether federal, state or local, including without limitation, building, electrical and fire codes, the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA) and any state-specific equivalent, the EPA lead paint rule (40 CFR part 745) and all other local rules or regulations applicable to the Work.
- 1.3 “Customer” means the person with whom Contractor has entered into a contract for the Work.
- 1.4 “Plans” means the building plans prepared by Contractor and any amendments or modifications thereto for projects for which Subcontractor performs Work.
- 1.5 “Prime Contract” means for each Work project, the construction contract between Contractor and Customer involving the Work.
- 1.6 “Specifications” means the written requirements for materials, equipment, construction systems, and standards for the Work. These are quality standards. Contractor is not required to accept substitutes.
- 1.7 “Work” shall include Subcontractor’s labor, materials and equipment incorporated or to be incorporated into projects for which Subcontractor performs work under this Agreement. Work includes provision of lien waivers and other documentation required by Section 7.2 of this Agreement. For any given project, the definition “Work” shall be limited to work for that project only.

ARTICLE 2

Term

- 2.1 This Agreement shall be effective as of the date first written above and continue in force for a period of one (1) calendar year (“Term”) unless earlier terminated upon thirty (30) days written notice by either Party, except that Agreement may be terminated immediately by either Party upon a breach of any of its terms.

Unless earlier terminated as provided for in this Article, this Agreement shall renew automatically for an additional one (1) calendar year renewal Term. The number of renewal Terms is unlimited, and all renewal Terms are herein referred to as the "Term". This Agreement shall continue to govern Work performed during its Term and shall govern unperformed Work after its termination for any given project for which Work has begun.

ARTICLE 3

Scope

- 3.1 This Agreement shall govern the Work before, during and after completion of the Work and any failure to complete it.

ARTICLE 4

Correlation and Intent of Contract Documents

- 4.1 The Plans, Specifications and other Contract Documents are complimentary. What is called for in any one is binding as if called for by all. In the case of a conflict, Contractor shall be notified immediately, and a written clarification will be made. The terms of this Agreement and the Contract Documents are controlling over any conflicting terms contained in any bid or other documents supplied by Subcontractor and referenced in this Agreement in defining the Work. The terms of this Agreement are controlling over any conflicting terms contained in any other of the Contract Documents. Subcontractor hereby represents before starting Work for each Work project that it is familiar with the Contract Documents or has waived the right to review them.

ARTICLE 5

Subcontractor's Bids

- 5.1 The Work to be performed by Subcontractor for any project shall be set forth in a written scope of work supplied by Contractor to Subcontractor which shall specify the scope of work to be performed and the time of performance. Subcontractor shall then submit a written bid with total pricing which bid is not binding on Contractor unless accepted by Contractor in writing for it to form a part of the Work under this Agreement. Contractor shall not be obligated to Subcontractor for any unaccepted bids. Subcontractor shall ensure the bids submitted comport with the Contract Documents and errors in such bids shall be Subcontractor's responsibility. The provisions of this Agreement shall supersede and control over any conflicting term contained in Subcontractor's bid.
- 5.2 In the alternative to providing a bid, Contractor may accept a price sheet from Subcontractor. If accepted by Contractor in writing, this price sheet shall remain in effect and may be relied upon by Contractor until Contractor receives written notice of a price change from Subcontractor. The price change shall be effective only for those jobs which are priced or bid by Contractor after receipt of the written notice. This Agreement shall supersede and control over any contrary or inconsistent provisions in the price sheet.
- 5.3 Contractor and Subcontractor agree that Contractor shall not be liable for any amount greater than the amount set out in Subcontractor's accepted bid or price sheet except by a written change order signed by Contractor. Contractor shall not be liable for any labor, materials, expenses, services or other items which Subcontractor provides or agrees to provide to Contractor's customer without Contractor's prior written consent.

ARTICLE 6

Performance of Work

- 6.1 Subcontractor shall furnish all supervision, materials, supplies and equipment, except as otherwise herein provided, and perform all labor required for the completion of the Work in accordance with all provisions of the Contract Documents and Governmental Requirements, to the satisfaction of Contractor. Subcontractor shall be responsible for all taxes, fees, governmental permits and expenses imposed directly or indirectly for the Work, including payment of labor and materials. Subcontractor shall always enforce strict discipline and good order among its workers and shall not retain any unfit person or anyone not skilled in the tasks assigned for the Work.
- 6.2 Subcontractor shall, after written or oral notice to proceed by Contractor, commence the Work as Contractor may designate and continue diligently in the performance thereof. Subcontractor shall employ sufficient crews and work sufficient hours or shifts so as not to hinder or delay the progress of Contractor or other subcontractors and shall complete the several portions and whole of the Work at such times as will enable Contractor to fully comply with its construction schedule for the Work. Subcontractor shall reimburse

Contractor for any actual damages or costs incurred because of Subcontractor's failure to prosecute the Work diligently.

- 6.3 If Subcontractor further subcontracts the Work in accordance with this Agreement, it shall be the responsibility of Subcontractor to supervise this sub-subcontractor and Subcontractor understands that Subcontractor shall be responsible for the quality of work that the sub-subcontractor produces. If repairs need to be made to any of sub-subcontractor's work, Subcontractor understands and agrees that Subcontractor will be responsible for payment of those corrections.
- 6.4 If Subcontractor fails or neglects to proceed diligently, timely, competently, and in a workmanlike manner, or should Subcontractor be delaying, interfering with, or jeopardizing the timely or satisfactory completion of any given project, or should Subcontractor fail to timely pay its sub-subcontractor or material suppliers for the Work, Contractor in its sole discretion, reserves the right to, after giving written or oral notice, take over the Work and complete the same, without prejudice to Contractor's other rights or remedies against Subcontractor for any loss or damages sustained. In the event of a takeover, Subcontractor agrees that no materials located at the project site shall be removed until the Work taken over by Contractor is completed. Previous demands made on Subcontractor not followed by a takeover shall not be deemed a waiver of Contractor's right to do so.
- 6.5 No alterations shall be made in the Work described in the Contract Documents, except by written change order of Contractor and executed by the proper authority of Contractor. When so made, the value of labor and materials added or omitted shall be computed and determined by agreement of the Parties, and the amount so determined shall be added to or deducted from the price of the Work.
- 6.6 Subcontractor shall notify Contractor immediately and allow Contractor to contract with a properly licensed and qualified hazardous materials contractor in the event Subcontractor discovers or must handle hazardous materials, waste, lead paint or asbestos, unless the scope of the Work includes the handling of such materials and Subcontractor is properly qualified.

ARTICLE 7

Compensation

- 7.1 Contractor shall pay Subcontractor for undisputed services provided by Subcontractor within 30 days after receiving a final invoice from Subcontractor or the maximum amount of time allowed by law, whichever is shorter, including a final lien waiver for the Work from Subcontractor and all of Subcontractor's sub-subcontractors and material suppliers, proof of payment to Subcontractor's workers and those of its sub-subcontractors, and Contractor has determined that the Work is complete. The obligation of Contractor to make payment is subject to the timely performance by Subcontractor of all terms and conditions set forth herein. Estimates and calculations made by Contractor as to the amount of Work completed by Subcontractor shall conclusively establish the amount of Work completed by Subcontractor. If Subcontractor is indebted to Contractor or anyone else for cash advances, labor, supplies, materials, equipment, rental or other charges against the Work, or if the Work is substandard, incomplete or requiring repair or removal, the amount of such indebtedness may be reduced from any payment under this Article. To the fullest extent allowed by law, Subcontractor hereby waives all claims against Contractor for payment prior to the date that Contractor receives such payment from Customer. There shall be no late payment penalties, interest, or other charges assessed against Contractor for non-payment prior to the date payment is due Subcontractor.
- 7.2 The obligation of Contractor to make payment is subject to the timely performance by Subcontractor of all terms and conditions set forth herein. Prior to any compensation payments, Subcontractor shall furnish Contractor: an IRS Form W-9 identifying Subcontractor's federal employer identification number; the insurance certificates required by the following Article (insurance); proof of payment for all labor and materials furnished or ordered by Subcontractor in performance of the Work; and executed partial or full mechanic's or other lien waivers from Subcontractor to the extent of the compensation to be paid by Contractor to Subcontractor and, to the extent requested by Contractor, from Subcontractor's sub-subcontractors and material suppliers. Provision of these items is considered part of the Work. Failure to provide them means the Work has not been completed, and Subcontractor is not entitled to payment until they are provided.
- 7.3 Contractor, upon notification of any claims made against Subcontractor or Contractor arising out of the labor or materials furnished regarding the Work because of any actions or failures to act by Subcontractor in performance of this Agreement, shall at its discretion, withhold such amounts otherwise due or to become due hereunder to cover said claims and any cost or expense incurred in connection therewith. The amount withheld by Contractor shall not exceed a sum equal to double the stated amount of the claim. The right of

Contractor to retain funds is not exclusive and may be exercised in conjunction with any other rights provided to Contractor herein or otherwise authorized by law.

- 7.4 Within 60 days of Subcontractor's final day of Work on each project, Subcontractor shall furnish Contractor with a final invoice for all Work performed on that project. Final invoice shall include charges related to only one project and shall clearly identify the project that invoice represents. Subcontractor waives all rights and claims against Contractor for any materials or labor supplied on projects for which a final invoice is not provided to Contractor within 60 days of Subcontractor's final day of work on that project.
- 7.5 Contractor, in its sole discretion, may cancel any of the Work prior to Subcontractor's performance of the Work for Contractor's convenience upon written notification by Contractor to Subcontractor of such cancellation. In such event, Subcontractor's maximum claim shall be for the value of the Work performed before cancellation but shall not include any amounts for Work not performed or any overhead and profit relating to Work not performed. For the cancelled Work, Subcontractor agrees to return to Contractor any payments received by Subcontractor.
- 7.6 By entering into this Agreement, Subcontractor promises and warrants to pay its employees, agents, independent contractors, subcontractors, sub-subcontractors, or any person to whom it owes wages, fringe benefits, penalties, or resulting liquidated damages that are owed as required by law arising from the performance of services on a project arising from this Agreement (collectively referred to as the "Workers"). In the event Subcontractor fails to pay its Workers any wages, fringe benefits, penalties, or resulting liquidated damages that are owed as required by law arising from the performance of services on a project arising from this Agreement, Contractor has the legal right, but not outright obligation unless so required by law, to satisfy unpaid wages, fringe benefits, penalties, or resulting liquidated damages that are owed as required by law arising from the performance of services on a project arising from this Agreement. In the event Contractor does so pay, Subcontractor agrees that it shall within 15 days reimburse Contractor for those wages, fringe benefits, penalties and resulting liquidated damages plus all costs incurred by Contractor, including attorney's fees, any liquidated damages, penalties, interest, or any other amounts incurred by Contractor to satisfy the Workers' claim to the fullest extent allowable by law.
- 7.7 Within 15 days of a request by Contractor to Subcontractor, the Subcontractor, and any other subcontractors hired under contract to the Subcontractor shall provide payroll records, which, at minimum, contain all lawfully required information for all workers providing labor on the project. The payroll records shall contain sufficient information to apprise the Contractor or subcontractor of payment of wages and fringe benefit contributions to a third party on the workers' behalf. Payroll records shall be marked or redacted to an extent only to prevent disclosure of the employee's Social Security number.
- 7.8 Within 15 days of a request by Contractor or Contractor's subcontractor, any subcontractor that performs any portion of work within the scope of the Prime Contract shall provide to Contractor:
- (1) the names of all employees and independent contractors of the Subcontractor on the project, including the names of all those designated as independent contractors and, when applicable, the name of the contractor's subcontractor with whom the subcontractor is under contract;
 - (2) the anticipated contract start date;
 - (3) the scheduled duration of work;
 - (4) when applicable, local unions with which such Subcontractor is a signatory contractor; and
 - (5) the name and telephone number of a contact for the Subcontractor.

ARTICLE 8

Insurance

- 8.1. Subcontractor shall not commence performance of the Work until the following insurance has been obtained from reputable insurers that maintain an AM Best rating of "A-" or better setting forth coverage for not less than the following:
- 8.1.1 Worker's Compensation. Subcontractor must have in force during performance of the work a Workers' Compensation and Employers' Liability with limits that shall meet or exceed the statutory requirements in the state where the Work shall be performed.
 - 8.1.2 Comprehensive General Liability Insurance. Subcontractor shall obtain and maintain Commercial General Liability Insurance, with limits that shall be at least \$1,000,000.00 for each occurrence; \$1,000,000.00 for personal and advertising injury; \$2,000,000.00 for general aggregate coverage;

and \$2,000,000.00 for products/completed operations aggregate coverage. The insurance must cover the following: Premises and Operations; Products and Completed Operations; Contractual Liability insuring the indemnity obligations assumed by contractor under the contract documents; Broad Form Property Damage (including Completed Operations); Explosions, Collapse and Underground Hazards; Personal Injury Liability.

- 8.1.3 Automobile Liability Insurance. Insurance shall cover all owned, hired, and non-owned autos. The policy shall be written with a Combined Single Limit or \$1,000,000.00 or its equivalent.
- 8.2 The Subcontractor shall provide a certificate (ACORD 25) to Contractor evidencing the Comprehensive General Liability Insurance coverage required above. The section *Description of Operations* on the certificate must include the following language: “(Certificate holder must be named) is included as an additional insured with respect to all work performed on a primary non-contributory basis for ongoing and completed operations per ISO form CG 20 10 04 13 (or on a substitute form providing equivalent coverage) or on a combination of ISO forms, CG 20 10 04 13 and CG 20 37 04 13 (or on substitute forms providing equivalent coverage) and commercial auto. In addition, the certificate shall identify that Contractor is endorsed on a waiver of subrogation for Worker’s Compensation and Comprehensive General Liability.
- 8.3 Subcontractor shall name Contractor as a primary additional insured on a non-contributory basis on Subcontractor’s commercial general liability insurance policy for a period beginning upon the commencement of this Agreement and continuing uninterrupted to a date that is no sooner than two years following the last day of Subcontractor’s contribution to any work on behalf of Contractor.
- 8.4 Subcontractor shall provide to Contractor a certificate evidencing coverage for Workers’ Compensation Insurance and Business Automobile Insurance as noted in this Article. Certificate(s) should show Subcontractor’s Federal Tax ID number.
- 8.5 Subcontractor shall furnish to Contractor evidence of a valid completed operations policy providing coverage for a two (2) year period.
- 8.6 Subcontractor agrees to obtain and furnish to Contractor an undertaking by the insurance company issuing each such policy that such policy will not be cancelled except after thirty (30) days’ notice to Contractor of its intention to do so.
- 8.7 Upon written demand of Contractor, Subcontractor shall obtain, furnish to Contractor and maintain in effect during the term of this Agreement, unless waived in writing by Contractor, an acceptable performance bond and payment bond in an amount equal to the price of the Work, and conditioned upon and covering the faithful performance of and in compliance with all the terms, provisions and conditions of this Agreement. All premiums for said bond shall be paid by Subcontractor.
- 8.8 If any Work to be performed under this Agreement is further subcontracted by Subcontractor, subject to the limits set forth herein, Subcontractor shall provide Contractor with evidence satisfactory to Contractor that any said subcontracted party maintains the insurance required in this Article.

ARTICLE 9

Indemnity

- 9.1 To the extent allowed by law, Subcontractor agrees to assume the entire responsibility and liability for all damages or injury (including attorneys’ fees, costs, and expenses of litigation) which Contractor may sustain due to personal injury, property damage, or any other type of damage to any person or property, regardless of the fault of Contractor or any third party, when the underlying injury or damage is attributable to the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of Subcontractor and its independent contractors, agents, employees, or delegates. Subcontractor, to the fullest extent allowed by law, agrees to indemnify and save harmless Contractor and its agents, employees and delegates from all such claims including, without limiting the generality of the foregoing, claims for which Contractor may be, or may be claimed to be, liable, including all legal fees, attorney’s fees, and disbursements paid or incurred to enforce the provisions of this Article. Subcontractor further agrees to obtain, maintain, and pay for such general liability insurance coverage and endorsements as will insure the provisions of this Article.
- 9.2 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 all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

ARTICLE 10

Warranty

- 10.1 Subcontractor hereby warrants that all workmanship performed and materials supplied by Subcontractor shall be free from defects caused by faulty workmanship and defective materials during the one-year period from and after the warranty date. Subcontractor also warrants that, if applicable, all installation of plumbing, electrical, heating and cooling systems shall be free from defects during the two-year period from and after the warranty date. Subcontractor also warrants that, if applicable, all workmanship and materials shall be free from major construction defects during the ten-year period from and after the warranty date. The “warranty date” shall be the earlier of the date on which the buyer takes occupancy of the property or the date on which the Buyer takes legal or equitable title to the property, whichever is first to occur. In the case of a home improvement, the warranty date is the date on which the home improvement work was completed. In addition, where the Prime Contract contains a warranty provided by Contractor to Customer relating to Subcontractor’s Work, Subcontractor hereby provides to Contractor a workmanship warranty on the same terms and conditions as if Contractor were Customer and Subcontractor Contractor under the Prime Contract. Subcontractor also warrants that all workmanship performed and materials supplied by Subcontractor shall comply with all applicable laws, regulations and ordinances, including, but not limited to, applicable building and energy codes. Subcontractor agrees to remedy, without cost to Contractor and in a timely manner, all defects in the Work due to imperfect workmanship or materials. All warranties shall survive the termination of the Agreement.

ARTICLE 11

Public Protection and Safety

- 11.1 Subcontractor acknowledges and represents that it has made an on-site inspection of the project site and the Work area to be familiar with all conditions which may affect the safety and health of its employees as well as those of its sub-subcontractors. Subcontractor and all its working forces, including those of its sub-subcontractors, shall follow all applicable safety and health laws and requirements pertaining to its Work and the conduct thereof, but not limited to, compliance with all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by Contractor. Contractor reserves the right, but not the obligation, to inspect the Work performance of Subcontractor and its sub-subcontractors to ascertain their compliance with these applicable safety provisions. Notwithstanding the foregoing, Subcontractor, as an independent contractor, is solely responsible for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the Parties in writing, Subcontractor shall provide all safety equipment necessary to perform the Work in a safe, healthful and workmanlike manner. Subcontractor is solely responsible for preparation and supervision of all required worksite safety plans required by any governmental agencies, including but not limited to an Occupant Protection Plan or A Workplace Accident and Injury Reduction (AWAIR) plan. Subcontractor should immediately report to Contractor all accident, occupational injuries, and illness involving its working forces, including those of its sub-subcontractors, relating to the Work or which cause any injury to a third party or which cause damage to the property. Subcontractor shall promptly furnish to Contractor copies of any worker’s compensation report of injury or illness forms filed by any if its working forces, including those of its sub-subcontractors and, when requested, assist Contractor in any investigation it may conduct of any such accident, injury or illness.
- 11.2 Subcontractor shall comply with all applicable Governmental Requirements, and shall defend and indemnify Contractor, including Contractor’s reasonable attorney’s fees, from and against any fines, penalties, claims or liens because of acts or omissions on the part of Subcontractor and its sub-subcontractors with respect to any noncompliance.

ARTICLE 12

Clean-Up

- 12.1 Prior to leaving the job site, and at a minimum daily, Subcontractor shall perform an inspection for loose screws, nails, tacks, and other materials using a magnetic device and ensure the collection and removal of all such materials from the job site and all public and private roads within or adjacent to the job site. In the event Subcontractor fails to do so, Contractor may perform Subcontractor’s obligations pursuant this Article at the cost and expense of Subcontractor.
- 11.2 Upon completion of any unit of the Work, Subcontractor shall remove all refuse and rubbish from the project site resulting from Subcontractor’s performance of the Work, and shall remove promptly all excess materials, tools, and equipment brought to the project site or erected by Subcontractor. In the event Subcontractor fails

to do so, Contractor may, after twenty-four (24) hours written or oral notice, perform Subcontractor's obligations pursuant this Article at the cost and expense of Subcontractor.

ARTICLE 13

Independent Contractor Status

- 13.1 The Parties hereto acknowledge that Subcontractor, in performing the Work shall be acting as an independent contractor and not as an employee of Contractor. Contractor shall not be obligated to furnish Subcontractor with transportation, office space, secretarial or other clerical services, equipment or supplies or any customary employee benefits or compensation plans. Contractor will not require Subcontractor to maintain specific hours; however, Contractor may require that the Work, or portions thereof, be completed by specific dates.
- 13.2 Subcontractor makes the following representations to Contractor, which Contractor may rely on and has relied on in retaining Subcontractor as an independent contractor for Work performed hereunder:
- 13.2.1 Subcontractor maintains a separate business from Contractor where Subcontractor maintains its own office, equipment and materials.
- 13.2.2 Subcontractor's Federal Employer's Identification Number is [REDACTED].
- 13.2.3 Subcontractor controls the means of performance of the Work and has contracted for the Work and amounts therefore in its respective bids for the Work.
- 13.2.4 The main expenses related to the Work are Subcontractor's obligation.
- 13.2.5 Subcontractor is responsible for satisfactory completion of the Work and is liable for the failure to complete the Work.
- 13.2.6 Subcontractor's compensation for the Work is based on a commission, per-job or competitive bid basis and no other.
- 13.2.7 Subcontractor shall bear its own profit or loss for the Work.
- 13.2.8 Subcontractor has its own continuing or recurring business liabilities and obligations.
- 13.2.9 The success or failure of Subcontractor's business depends on the relationship of Subcontractor's receipts to expenditures.
- 13.3 Subcontractor understands it is Subcontractor's duty, responsibility, and obligation to pay its employees and independent contractors appropriately, including any based on state and federal classifications. Subcontractor agrees that Contractor, upon reasonable notice, may audit the payment practices of Subcontractor. Subcontractor further agrees that if Subcontractor misclassifies employees or Contractor is in any way held responsible or is charged to make payments for overtime payments, failure to pay wages or other compensation required by law, improper tax withholdings, or unemployment payments, Subcontractor will indemnify Contractor for such costs, fees, and payments including any costs and attorney's fees incurred as a result.
- 13.4 Subcontractor agrees to provide Contractor, prior to commencing the Work, proof of current registration or licensure with any applicable regulatory bodies, at the state, local, or federal level, if applicable.
- 13.5 If Subcontractor is an entity (e.g., corporation, limited liability company), Subcontractor agrees to provide Contractor with a copy of Subcontractor's Articles of Incorporation/Organization filed with the applicable governmental body and a current Certificate of Good Standing from the State in which they are domiciled. These documents shall be provided prior to Subcontractor performing work under this Agreement. On each anniversary date of this Agreement, while it remains in effect, Subcontractor shall provide Contractor a then current Certificate of Good Standing from the applicable governmental body showing Subcontractor's entity in good standing.

ARTICLE 14

Liability to Third Parties

- 14.1 It is agreed that neither of the Parties shall act as the agent of the other without express written authorization to act as an agent, and any act by a Party as an agent, without proper authorization to act as an agent, will create a separate liability to all third parties affected thereby.
- 14.2 Any contract entered into by either of the Parties that is outside the scope of this Agreement will not be binding on the other Party, and only the Party entering into that contract shall be liable thereby to third parties.

- 14.3 Subcontractor agrees to waive any statute of limitations defense, , for any contribution, indemnity or related claim by Contractor.

ARTICLE 15

Confidentiality

- 15.1 Subcontractor, including all its employees, subcontractors, or any others acting as a representative of Subcontractor ("Related Parties") shall not disseminate any Confidential Information. As used herein, "Confidential Information" shall mean all information supplied to Subcontractor by Contractor regarding its business operations, including, but not limited to, its relationship with customers, vendors, subcontractors, costs of any project or work order and/or any relationship with any person other than Contractor staff. Subcontractor acknowledges that money damages may be inadequate to protect Contractor against breach of this Agreement, and Subcontractor agrees that Contractor shall therefore be entitled to equitable relief, including, without limitation, injunctions, specific performance, and temporary restraining orders on an ex-parte basis, in the event of any breach or threatened breach of any provision of this Agreement, in addition to any other remedies Contractor may have at law.

ARTICLE 16

No-Solicitation

- 16.1 During the term of this Agreement and for a period of one (1) year from the date of Work performance, Subcontractor agrees not to solicit work from the Customer and agrees not to perform work for the Customer except as a subcontractor of Contractor without the written consent of Contractor.
- 16.2 During the term of this Agreement and for a period of one (1) year from the date of Work performance, Subcontractor agrees not to solicit Contractor's employees, subcontractors and agents for hiring them or inducing them to leave their engagement with Contractor.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT

ARTICLE 17

Drug/Alcohol/Tobacco Use

- 17.1 Subcontractor will ensure that its employees, sub-subcontractors, and others within Subcontractor's control who are present on the job site will be free of alcohol and other mind-altering substances including all controlled substances. Subcontractor will ensure that its employees, sub-subcontractors, and others within Subcontractor's control who are present on the job site will be free of tobacco products of any kind, including smoking or chewing tobacco.

ARTICLE 18

General

- 18.1 Assignment. No assignment by Subcontractor of this Agreement or any part thereof or any payment due hereunder will be effective without the written consent of Contractor, who may grant or withhold said consent in its sole and absolute discretion. Subcontractor shall not subcontract the Work, in whole or in part, without the prior written consent of Contractor, who may grant or withhold said consent in its sole and absolute discretion. Any subcontract approved by Contractor will be subject to the provisions of the Contract Documents and this Agreement but shall create no contractual relationship by and between subcontracted party and Contractor.
- 18.2 Applicable Law. This Agreement shall be construed in accordance with the laws of the state in which the work is performed.
- 18.3 Attorneys' Fees. Subcontractor shall be responsible for Contractor's attorneys' fees, costs and disbursements incurred by Contractor and arising from Subcontractor's breach of this Agreement or Contractor's enforcement of this Agreement.
- 18.4 Entire Agreement. This Agreement does not constitute an offer by Contractor and shall not be effective until signed by all the Parties. This Agreement and any documents referred to herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement signed by the Parties.
- 18.5 Waiver. Failure at any time to enforce any provision of this Agreement shall in no way be construed a waiver of such provision and shall not affect the right of either Party thereafter to enforce each and every provision

of the Agreement in accordance with its terms. No payment to Subcontractor under this Agreement, whether in full or in part, shall be deemed to operate as Contractor's acceptance of any work or an admission that Subcontractor has complied with any provisions of this Agreement.

- 18.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 18.7 Notices. All notices contemplated in this Agreement shall be effective when received and shall be served personally, by first class mail, facsimile, or by certified or registered mail, return receipt requested, on the Parties at the address indicated below, or at such other address the Parties may inform each other of from time to time.

If to Contractor	If to Subcontractor
Allstar Construction Commercial Operating Company, LLC DBA Allstar 6500 Carlson Drive Eden Prairie, MN 55346 952-942-7454	

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year first above written.

CONTRACTOR:

Allstar Construction Commercial Operating Company, LLC DBA Allstar

Signature: _____

Title: _____

License/Registration No. BC751852

SUBCONTRACTOR:

Company Name: _____

Signature: _____

Title: _____

License/Registration No. _____

AFFIDAVIT OF SUBCONTRACTOR

Your affiant, being duly deposed and sworn on oath, states and alleges as follows:

1. I am the owner or authorized agent of _____
("Subcontractor").
2. Subcontractor entered into a Subcontractor Agreement with General Contractor on _____, 20____.
3. Subcontractor established and maintains its business separately from and independently of General Contractor.
4. Subcontractor owns, rents, or leases equipment, tools, vehicles, materials, supplies, office space, or other facilities that its uses to perform its services.
5. Subcontractor provides or performs, or offers to provide or perform, the same or similar building construction or improvement services for multiple persons or the general public.
6. Subcontractor is in compliance with all of the following: (i) holds a federal employer identification number if required by federal law; (ii) holds a Minnesota tax identification number if required by Minnesota law; (iii) has received and retained 1099 forms for income received for building construction or improvement services provided or performed, if required by Minnesota or federal law; (iv) has filed business or self-employment income tax returns, including estimated tax filings, with the federal Internal Revenue Service and the Department of Revenue, as the business entity or as a self-employed individual reporting income earned, for providing or performing building construction or improvement services, if any, in the previous 12 months; and (v) has completed and provided a W-9 federal income tax form to the General Contractor if required by federal law.
7. Subcontractor is in good standing with the Minnesota Secretary of State.
8. Subcontractor has a Minnesota unemployment insurance if required by law.
9. Subcontractor has obtained required workers' compensation insurance coverage if required by law.
10. Subcontractor holds current business licenses, registrations, and certifications if required by law.
11. Subcontractor is operating under this Agreement to provide or perform the specific services and it: (i) is signed and dated by both an authorized representative of the Subcontractor and General Contractor; (ii) was executed no later than 30 days after the date work commences; (iii) identifies the specific services to be provided or performed under the Agreement; and (iv) provides for compensation from the General Contractor provided or performed under the contract on per-job or bid basis.
12. Subcontractor shall submit invoices and receives payments for completion of the specific services provided or performed under the Subcontractor Agreement and that payments shall not be made in cash.
13. Subcontractor maintains control over the means of providing or performing the specific services under the Subcontractor Agreement, and Subcontractor in fact controls the provision or performance of the specific services.
14. Subcontractor incurs the main expenses and costs related to providing or performing the services under the Subcontractor Agreement.
15. Subcontractor is responsible for the completion of the specific services to be provided under the Subcontractor Agreement and is responsible for failure to complete the specific services.
16. Subcontractor may realize additional profit or suffer a loss, if costs and expenses to provide or perform the specific services under the Subcontractor Agreement are less than or greater than the compensation provided thereunder.

17. Subcontractor shall verify and ensure continuing compliance that every independent contractor, agent, or subcontractor that Subcontractor may hire or otherwise utilize in its performance of work under the Subcontractor Agreement shall also meet the standards set forth in Paragraphs 3-16 of this Affidavit. This does not apply to Subcontractor's W-2 employees.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signature of Owner/Authorized Agent: _____

Date: _____