



Rocky Mountain Bathrooms

Rocky Mountain Bathrooms, Inc
10507 W. Ottawa Avenue
Littleton, Colorado 80127

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We Fix Ugly Bathrooms!™

S u b C o n t r a c t o r A g r e e m e n t

(Tile Setter)

Independent contractor

The sub-contractor declares that they are engaged in an independent business and will comply with all state and federal laws regarding taxes and licenses. In addition, sub-contractor declares that he/she is engaged in the same business for other clients and that Rocky Mountain Bathrooms, Inc. is not the only customer of the sub-contractor. Sub-contractor understands that Client does not provide Workers Compensation and Liability insurance for sub-contractor or sub-contractor's employees. This is the responsibility of the sub-contractor.

Scope of work

The sub-contractor will perform the scope of work as detailed on request for bid form and/or drawings provided.

Conditions and worksite

Sub-contractor must provide their own preventative measures such as runners, plastic sheeting or tarps to protect flooring and finished surfaces from dirt, debris and damage resulting from sub-contractors work. Protections to be removed at end of work day and work area to be cleaned and left as found. It is the responsibility of the sub-contractor to inspect and notify us prior to working, of any existing damages. Sub-contractor will be responsible monetarily for repairs to any finished surfaces such as bathtubs, shower pans, counter tops, cabinets, sinks, faucets, etc... caused by sub-contractor's damage.

Payment

Sub-contractor acknowledges that no payments of any sort will be made to sub-contractor until Rocky Mountain Bathrooms has in its possession:

- 1) has a copy of sub-contractors valid certificate of insurance with Rocky Mountain Bathrooms, Inc listed as additionally insured.
- 2) Signed copy of this sub-contractor agreement.
- 3) A signed lien release from sub-contractor.

The contractor shall pay the sub-contractor according to the following terms and conditions: Payment in full upon completion and inspection of all aspects of the scope of work.

Communication & Notice

All communications between Sub-contractor and Owner or Architect shall be via Rocky Mountain Bathrooms, Inc. Sub-contractor shall furnish Contractor with periodic progress reports oral/written as required by Contractor, including status of material, equipment and manpower.

Resolution

Any and all disputes or claims between the Contractor and the Sub-contractor arising out of this Sub-contract shall be resolved by submission of the same to Denver Boulder BBB for resolution by binding arbitration. In so agreeing the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same.

Indemnification

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor, Contractor's other subcontractors, Architect/Engineer, Owner and their agents, consultants, employees, and others as required by this Agreement from all claims for bodily injury and property damage that may arise from performance of Subcontract Work to the extent of the negligence attributed to such acts or omissions by Subcontractor, Subcontractor's subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

This agreement made between Rocky Mountain Bathrooms, Inc with principal business address of 10507 W. Ottawa Ave Littleton, CO 80127 and _____ (Sub-contractor) with principal business address of

: _____ (Address) _____ (Date)

(Signature)