



A & G Construction
143 E. Main St unit A
Los Gatos, CA 95030
(408) 578-5141
Lic#690534

Subcontractor Agreement

This Subcontractor Agreement ("Agreement") is entered into as of the date listed in the signature block ("Effective Date"), by and between A & G Construction, Inc. ("Company" or "A & G"), with its primary address located at 143 E. Main Street, Suite A, Los Gatos, CA 95030, and _____ ("Subcontractor"), with its primary address located at _____. Company and Subcontractor may be referred to as "Party" individually, or "Parties" collectively.

Recitals

A & G has entered into an Agreement dated February 12, 2024 ("Original Contract") with Front Porch Communities and Services, a California nonprofit public benefit corporation ("Owner"). Under the Original Contract, A & G has agreed to provide contracting services to Owner. A & G wishes to subcontract with Subcontractor for a portion of the services contained in the Original Contract. Subcontractor shall be bound by the terms and conditions set forth in the Original Contract, which are the same terms and conditions set forth in this Subcontractor Agreement.

Agreement

1. Description of Services: Subcontractor shall provide the following services (hereinafter referred to as "Services"):

Subcontractor shall complete the Services strictly in accordance with any applicable plans and specifications, and in a workmanlike manner, meeting all local and state building codes, or other applicable local regulations.

2. Payment for Services: In exchange for the Services, A & G shall pay Subcontractor ten (10) business days after completion.

3. Completion: All Services shall be completed on time in accordance with Subcontractor's bid.

4. Change Orders: If Subcontractor requires any change to the Services being performed under this Agreement, Subcontractor shall provide a written change order to A & G.

5. Insurance: Subcontractor shall maintain liability insurance in the amounts shown in the table below, which covers Subcontractor, Owner and Contractor, and, prior to commencement of work, shall provide to Contractor a **Certificate of Insurance naming A & G Construction, Inc. and Front Porch Communities and Services** as additional insured.



A & G Construction
143 E. Main St unit A
Los Gatos, CA 95030
(408) 578-5141
Lic#690534

Subcontractor Agreement

Minimum Insurance Limits:

The minimum limits of this insurance shall not be less than the following amounts. The policy limits required may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required below:

- a. \$1,000,000 Per Occurrence
- b. \$2,000,000 General Aggregate
- c. \$1,000,000 Auto

Worker's Compensation in the amount required under California law.

- 6. Indemnity:** Subcontractor agrees to indemnify and hold harmless A & G, its Owners, and their respective agents and assigns from all claims, losses, damages, expenses, fees, including attorney's fees, costs, settlements and judgments arising out of the performance of Subcontractor or resulting in whole or in part from the actual or alleged acts, omissions, or breaches of this Agreement by Subcontractor, or the violation of any relevant laws by Subcontractor or its employees, agents, or others under its control while performing the Services under this Agreement.
- 7. Force Majeure:** The obligations of either Party to perform under this Agreement shall be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the party obligated to perform (hereinafter referred to as "Force Majeure Event"). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such Party shall: (1) immediately notify the other Party in writing of such Force Majeure Event and its expected duration; and (2) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) days following notice by such Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice to other Party.
- 8. No Rights of Third Parties:** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any Party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any Party to this Master Agreement.
- 9. Ownership of Documents:** The plans and other design documents related to any work are developed solely for use on the applicable project. Subcontractor will not own or claim a copyright in any documents prepared for the project. The documents are not to be used by Subcontractor on any other projects without the specific written consent of the A & G. Subcontractor is granted a limited, non-exclusive, royalty-free license to use and reproduce applicable portions of the documents prepared for use in the



A & G Construction
143 E. Main St unit A
Los Gatos, CA 95030
(408) 578-5141
Lic#690534

Subcontractor Agreement

performance of the scope of work.

10. Default: The occurrence of any of the following shall constitute a material default under this Agreement:

- a. Failure of A & G to make payments when due;
- b. Insolvency or bankruptcy of either Party;
- c. Failure of Subcontractor to deliver the Services in the time and manner provided for in this Agreement.

11. Remedies on Default: In addition to any and all other rights available according to law, if either Party defaults by failing to substantially perform any material provision, term or condition of this Agreement, the other Party may elect to terminate this Agreement if the default is not cured within ten (10) calendar days after providing written notice to the defaulting Party. The notice shall describe with sufficient detail the nature of the default.

12. Relationship of the Parties: The provisions of this Agreement are not intended to create, nor shall be deemed or construed to create any joint venture, partnership, or other relationship between A & G and Subcontractor other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the Parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee, or representative of the other Party. Neither Party shall have the authority to bind the other Party, nor shall be a Party responsible for the acts or omissions of the other Party, unless otherwise stated in this Agreement. Similarly, Subcontractor expressly acknowledges that it is not an agent, employee or representative of Owner and covenants to represent itself accordingly.

13. Notices: All notices, demands, requests or other communication required under this Agreement, or sent by either Party, shall be in writing and given either in person or by certified mail, return receipt requested, to the addresses listed above. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

14. Entire Agreement: This Agreement contains the entire agreement between A & G and Subcontractor regarding the subject matter of this Agreement and there are no other promises or conditions in any other Agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between Parties.

15. Waiver: If either Party fails to enforce any provision of this Agreement, it shall not be construed as a waiver or limitation of such Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. Severability: Each Party acknowledges that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in



A & G Construction
143 E. Main St unit A
Los Gatos, CA 95030
(408) 578-5141
Lic#690534

Subcontractor Agreement

scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

17. Amendment: This Agreement may be modified or amended in writing and signed by both Parties.

18. Successors and Assigns: Except as otherwise provided in this Agreement, this Agreement is binding upon and inures to the benefit of A & G Construction and their respective successors and assigns.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, in the County of Santa Clara.

20. Attorney's Fees: If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach or default in connection with any provision of this Agreement or other dispute concerning this Agreement, A & G Construction shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below, which is the Effective Date of this Agreement and shall stay in full force and effect until the final completion of any work that remains to be done.

SUBCONTRACTOR:

Name:

Date

Title:

Company:

CONTRACTOR:

Jaime Garcia, CEO/CFO

A & G Construction

Date