



Please complete and return documents to Oster Services LLC

Email All Documents to billing@osterservices.com



Attention: All Subcontractors of Oster Services LLC

Please review the following packet and return the required documents to our office, so that you can be placed on our **Approved Subcontractor List**. Thank you.

- This Subcontractor Agreement Page Signed and Dated
I have read and agree to conditions stated in the Oster Services Invoice Policy and Job Rules & Expectations.

Company Name: _____

Printed Name: _____

Signature: _____

Date: _____

- Subcontractor Contact Information Page
- Master Subcontractor Agreement (*Initialed, Dated & Signed*)
- Completed W-9
- Worker's Comp Certificate
- Copy of Current Certificate of Liability/Proof of Insurance with Oster Services LLC. listed as the Certificate Holders and Additional Insureds. Your Insurance company should email your certificate to **billing@osterservices.com**



OSTER SERVICES INVOICE POLICY

ALL SUBCONTRACTOR INVOICES MUST FOLLOW THE PROCEDURES OUTLINED BELOW

Invoices Must be Sent Either via Email to:

billing@osterservices.com

OR

Mailed to:

Oster Services LLC

Attn: Accounts Payable

17415 Northwood Ave. Suite 100

Lakewood, OH. 44107

As a reminder, your invoices should follow the policy guidelines listed below:

- Invoicing is handled through the Oster Services offices. If your invoice is sent anywhere besides the above addresses, you risk not being paid. Do **not** hand deliver, email or mail your invoice to a Project Manager.
- Invoices **must** include *Job Name and Address, Description of work and the Dates the work was performed.*
- Invoices should be in one of the following formats: *Word (Doc or DocX), Excel, PDF, JPEG, or PNG.*
- Invoices are due by the 20th of the Month for work completed through the end of the month.
- If a deposit is required for a project and agreed upon by the Project Manager, an Invoice for the Deposit **needs** to be provided. Deposits will **not** be paid off of a proposal or contract.
- Do **not** comingle jobs on your invoices, 1 job location per invoice.
- No duplicate invoices.
- Final Invoices **must** be submitted within 30 days of completing work, or you risk not being paid.
- **Payment terms are net 30 days unless otherwise specified or agreed upon.**

While the invoicing procedures have changed, any estimates should continue to be sent to the Project Managers.

Thank you,
Oster Services LLC



OSTER SERVICES LLC
17415 Northwood Ave. Suite 100
Lakewood, OH. 44107
(440) 596-8489

Jobsite Rules & Expectations

Oster Services expects all employees & subcontractors on our jobs to comply with the following instructions without fail. Failure to do so can and will result in termination of work contracts.

- Be cognizant that we are working in someone's home.
- Do not use foul language.
- Do not smoke inside the home or leave cigarette butts outside the home.
- Do not bring any food into the home. Any food or drink cups eaten on site must be taken with you when you leave. Do not leave any garbage that you generate on site. You must clean up after yourself. Please review this with your employees.
- The only restroom to be used by workers during this project is the designated facilities. Leave the restroom clean after use.
- All contractors are responsible for cleaning up any debris and material from the job site. A dumpster will be provided for that purpose for larger jobs. All other debris **MUST BE PLACED IN BLACK CONTRACTOR BAGS. The job site must be clean and left in safe condition at the end of each work day.**
- Cleaning of the job site by Oster Services will be billed to applicable contractors.
- At the end of each day, please secure the house (if you are the last worker there) and turn off all lights. For lockboxes, **PLEASE** make sure the key is returned into the lockbox at the end of each day.
- Be aware we are working in someone else's neighborhood.
- Be aware of parking in front of driveways and leave room at the apron.
- Be courteous to drivers on the roadway, give right of way.
- Clean up any dirt or mud you track onto the roadway.
- **Do not** under any circumstances commence "*extra*" work which is outside of your contract without written authorization. You will not be paid for extra work that is not run through Oster Services through a change order with the Homeowner.
- To avoid unnecessary confusion, your direct discussions with the Homeowners should be limited to your scope of work. Any issues/concerns with the job or *other* subcontractors' work should be brought to Oster Services attention and discussed with Oster Services, not the Homeowner.
- All work shall be completed in an OSHA approved safe manner.
- All work will be completed at, or exceeding industry standard, and in compliance with all regional building codes.
- Any and all contractors and their employees are expected to read and sign this document before commencement of work. If you are on this job site for any reason, Oster Services must have a signed copy of this document on file.
- Under no circumstances are you permitted to give anyone the code to enter the house.

SUBCONTRACTOR CONTACT INFORMATION

Business Name: _____

Contact Name: _____

Address: _____

Phone Number: _____

Cell Phone: _____

Fax Number: _____

Email Address: _____



MASTER SUBCONTRACT AGREEMENT

This Master Subcontract Agreement (“Subcontract”), is made this day of _____, 20____ by and between Oster Services LLC (hereinafter “Contractor”), with an office and principal place of business at 17415 Northwood Ave. Suite 100, Lakewood, OH. 44107 and _____ (hereinafter “Subcontractor”) with an office and principal place of business at _____ (hereinafter collectively “Parties”).

WITNESSETH:

WHEREAS, Contractor contemplates that from time to time it will enter into prime construction contracts with various clients (“Owner”) for the performance of certain construction services with respect to certain projects (each a “Project”); and

WHEREAS, Contractor desires to enter into a master subcontract agreement with Subcontractor whereby Contractor as its discretion may from time to time contract with Subcontractor, and Subcontractor desires to perform said work at the prices and upon the terms and conditions hereinafter expressed.

NOW, THEREFORE, in consideration of the mutual agreements herein expressed, the Parties contract, covenant and agree as follows:

1. Scope of the Subcontract. The Contractor and Subcontractor agree that this Subcontract is a non-exclusive master agreement and that the Contractor may from time to time authorize the Subcontractor to perform certain construction services (“Work”) for the Contractor pursuant to this Subcontract but only upon the execution by Contractor and Subcontractor of a work order (“Work Order”) in a form attached hereto as Exhibit A. This Subcontract does not require either the Contractor or Subcontractor to issue or accept any particular Work Order; however, if fully executed, each Work Order shall be governed by the terms and conditions of this Subcontract, as it may be amended by mutual agreement, and whether or not the Work Order specifically refers to it.

2. Subcontractor’s Work (hereinafter “Work”): Defective Work.

a. Subcontractor shall perform all work and shall furnish all supervision, labor, materials, plant, hoisting, scaffolding, tools, equipment, supplies and all other things necessary for the construction and completion of the Work described in each individual Work Order, including work incidental thereto and reasonably inferable therefrom, in strict accordance and full compliance with the terms of this Subcontract, and to the satisfaction of Contractor and the Owner.

b. Subcontractor agrees to promptly correct all defective work upon receipt of written directions from Contractor; and hereby warrants and guarantees all work performed or material furnished to be free from defects and done in the best and most workmanlike manner in compliance with the drawings and specifications referenced in the purchase/work order or other description of the work set forth in said purchase/work order, and all applicable Federal, State, county and all Municipal laws and regulations. No implied warranties are waived.

3. Payment. Contractor shall pay Subcontractor for performance of the Work, subject to additions and deductions by written change order, a liquidated sum which shall be calculated and agreed to by the Parties to each individual Work Order. Contractor reserves the right not to make payment to

Subcontractor until Subcontractor delivers to Contractor all statements, affidavits and certificates required by the Mechanics' Lien Law of Ohio evidencing a complete release of all liens arising out of this Subcontract and payment of all amounts due for labor and materials, if any. As materials are delivered to the site of work, Contractor reserves the right to communicate directly with Subcontractor's suppliers to ascertain the current status of Subcontractor's accounts, and at any time to pay any outstanding bills for material or labor provided pursuant to this Subcontract, including extras, and deduct the same from any sums payable under the applicable purchase/work order or orders issued under this Contract.

4. Indemnification and Subcontractors Liability.

- a.** Subcontractor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided under any Work Order issued pursuant to this Subcontract, whether or not erected in place and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of the entirety of the Work by Owner. The Work performed by Subcontractor shall be at the risk of Subcontractor exclusively. In the event of any loss, damage or destruction thereof from any cause of the Work as a result of the acts or omissions of Subcontractor, its employees, sub-subcontractors, suppliers or agents of any type, Subcontractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's cost.
- b.** Subcontractor shall be liable to Contractor for all costs Contractor incurs as a result of any failure of Subcontractor, or any of its suppliers, vendors or subcontractors of any tier, to fully and properly perform their obligations and duties with respect to the Work.
- c.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless Contractor, Owner and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Subcontractor's Work under the Subcontract, and any Work Order whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Subcontractor or any entity for which it is legally responsible or vicariously liable: regardless of whether the claim is presented by an employee of Subcontractor. The indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under any workers' compensation act, disability benefits acts, or other employee benefits act and includes any loss or injury suffered by an employee of Subcontractor. This indemnification shall be in addition to any indemnity liability imposed by the Contract Documents and shall survive the completion of the Work or the termination of the Subcontract.
- d.** To the fullest extent permitted by law, Subcontractor shall also indemnify, defend and hold harmless the Indemnified Parties from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of, the failure of Subcontractor, or any of its suppliers or subcontractors of any tier, to compensate any of its employees or independent contractors in accordance with any applicable federal, state or local law regarding the payment of wages.

- e. Subcontractor's assumption of liability is independent from, and not limited in any manner by, Subcontractor's insurance coverage obtained pursuant to Article 5 or otherwise.

5. Subcontractor's Insurance.

- a. Prior to commencing the Work, Subcontractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of this Subcontract or any individual Work Order, insurance coverage required by this Subcontract. At a minimum, and subject to modification in individual Work Orders, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to Contractor as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the state where the project is located.
- b. Subcontractor will maintain the following minimum insurance coverages:

Commercial General Liability Insurance (on ISO forms CG 00 01 10 01 or a substitute form providing equivalent coverage)

- \$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
- \$2,000,000 General Aggregate per Project
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

- \$1,000,000 combined single limit per accident

Workers' Compensation and Employers' Liability Insurance as required by law and affording thirty (30) days written notice to Contractor prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Umbrella

- \$1,000,000 Limit

- c. This insurance will provide a defense and indemnify the Contractor, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by Subcontractor's acts or omissions or the acts or omissions of those acting on Subcontractor's behalf.
- d. A certificate of insurance evidencing Subcontractor's required insurance and naming Contractor and Owner as additional insureds thereon shall be provided to the Contractor before the Work commences, as set forth below. To the extent that Subcontractor subcontracts with any other entity or individual to perform all or part of Subcontractor's Work, Subcontractor shall require the other Sub-Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Sub-Subcontractor. Provided, however, in no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein.

- e. In the event that the insurance company(ies) issuing the policy(ies) required by this Subcontract deny coverage to Contractor, Subcontractor or the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify Contractor at the Subcontractor's or Sub-Subcontractor's expense.
- f. Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy and Excess or Umbrella Policy, all of which must be primary and noncontributory with respect to these additional insureds. Subcontractor shall continue to carry Completed Operations Liability Insurance for at least the length of the Statute of Repose in the state where the subject work is performed after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later.
- g. Contractor and Owner, along with their respective officers, agents and employees shall be named as additional Insureds on the Business or Commercial Automobile Liability Policy, which must be primary and noncontributory with respect to these additional insureds. It is expressly understood by the parties to this Subcontract that it is the intent of the Parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.
- h. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.
- i. Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. Subcontractor's Insurance policies shall provide for thirty (30) days' written notice to the Contractor for cancellation or any change in coverage and be evidenced by the Certificate of Insurance. Copies of insurance policies shall promptly be made available to the Contractor upon request.
- j. The insurance coverage required under Section 5 shall be of sufficient type, scope and duration to ensure coverage for the Contractor and Owner for liability related to any manifestation date within the applicable statute of limitation and/or repose which pertain to any work performed by or on behalf of Subcontractor in relation to the Project. Subcontractor agrees to maintain the above Insurance for the benefit of Contractor and Owner for a period of ten (10) years, or the expiration of the Statute of Limitations pursuant to the applicable section(s) of O.R.C. Ch. 2305, whichever is later.

6. **Time of Performance: Failure to Commence Work.**
- a. Subcontractor will commence Work when directed by Contractor and will proceed with the Work in a prompt and diligent manner in accordance with the Project Schedule attached to the individual Work Order as such Schedule may be amended from time to time by Contractor. TIME IS OF THE ESSENCE. Subcontractor shall be entitled to additional compensation for compliance with Schedule amendments only to the extent, if any, that Contractor receives reimbursement from the Owner.
 - b. If materials are not delivered and/or work started by the commencement date as provided for in the applicable work order, Contractor may then require commencement within twenty-four (24) hours after further written notice by Contractor to Subcontractor to commence work, following which Contractor may buy said materials or secure such labor, or such substitutes therefore as may be available on the open market and charge the same to Subcontractor.
7. **Safety.** Contractor makes no representation with respect to the physical conditions or safety of any Project Site. Subcontractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents and/or exposure of workers and others to hazardous materials is the responsibility of Subcontractor; and Subcontractor shall comply with all safety measures initiated by Contractor and all Federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by Contractor during the progress of the Work. Subcontractor shall notify Contractor within three (3) days of any injury to an employee or agent of Subcontractor that occurred at the Project Site. Subcontractor shall indemnify defend and hold harmless Contractor, Owner and their respective officers, directors, agents and employees from any costs, expenses, or liability (including attorneys' fees, fines or penalties) arising out of Subcontractor's failure to comply with the aforesaid laws, regulations and codes.
8. **Clean-Up.** Subcontractor shall clean up the areas used by Subcontractor for its Work on a daily basis and remove from each Project site, or to a specified location on the Project site as directed by Contractor, and in a manner that will not impede either the progress of the Project or of other trades, all rubbish, waste material, excess material and debris resulting from the Work.

IN WITNESS WHEREOF, the Parties, by their duty authorized representatives, have executed this Subcontract on the day and year first above written.

SUBCONTRACTOR:

[Name]

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

[Name]

By: _____

Name: _____

Title: _____

Date: _____

