



## Subcontractor Agreement

This document shall serve as an AGREEMENT, in conjunction with the BID FORM, between Fountainhead Gardens, the landscape design firm and general contractor, and the SUBCONTRACTOR providing the services listed on the BID FORM.

### 1.0 Mutual Understanding of the Parties

- 1.1 The subcontractor shall provide the personnel, materials and equipment necessary to perform all services, and shall not delegate or subcontract the work to anyone without the approval of Fountainhead Gardens.
- 1.2 Fountainhead Gardens shall assist in the coordination of information among subcontractors. All communication with the CLIENT shall be forwarded through Fountainhead Gardens.
- 1.3 In the event of additions, deletions or changes in the scope of the work, a written Change Order will be signed by all parties
- 1.4 All drawings and specifications prepared by Fountainhead Gardens shall be the sole property of Fountainhead Gardens, whether the project is executed or not. The subcontractor shall be permitted to retain copies for reference. The subcontractor shall make no changes to the drawings or specifications without permission from Fountainhead Gardens.
- 1.5 Fountainhead Gardens shall report all payments made to the subcontractor during the calendar year to the Internal Revenue Service on the appropriate Form 1099. The subcontractor shall submit Form W-9 upon completion of the project.
- 1.6 The subcontractor shall provide Fountainhead Gardens with certificates of insurance for worker's compensation, comprehensive general liability insurance and comprehensive automobile liability insurance prior to receiving a deposit and before initiating work on this project.
- 1.7 No company signage will be allowed on-site by the subcontractor except for company vehicles and equipment.
- 1.8 All questions and/or request for information regarding any design and construction services by neighbors or anyone visiting the site, shall be immediately referred to Fountainhead Gardens.
- 1.9 No photographs of any part of the project, for any purpose, shall be used by a subcontractor without written permission from Fountainhead Gardens

### 2.0 Project Schedule

- 2.1 The subcontractor is expected to perform their services according to the projected start and completion dates listed on the Bid Form.

### 3.0 Compensation

- 3.1 The subcontractor shall be paid a 50% deposit before starting the project.
- 3.2 The subcontractor shall be paid the remaining balance owed when Fountainhead Gardens receives final payment from the client.