

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (herein referred to as "Agreement"), made this _____ day of _____, 2010 between *Border Construction Services*, and _____ (hereinafter referred to as "Subcontractor").

I - SUBCONTRACT

Subcontractor agrees to perform all services generally performed by the Subcontractor in Subcontractor's line of business, including, but not limited to, the following:

Subcontractor further agrees to furnish all materials and perform all work described herein, all in accordance with the terms, conditions and specifications of the General Contract, Accepted Proposal or this Agreement.

II - DEFINITIONS

1. General Contract. The Contract between *Border Construction Services*, as prime contractor and the owner or owner's representative.
2. Accepted Proposal. *Border Construction Services*, proposal as to the work to be done and the amount that the work will cost that has been agreed to by the owner or owner's representative.
3. Allied Operations. Operations by *Border Construction Services*, and all other subcontractors that are being performed at the specific job site.

III - INDEPENDENT SUBCONTRACTOR STATUS

Border Construction Services, and the Subcontractor intend that an independent contractor relationship will be created by this Agreement. *Border Construction Services*, is interested only in the results to be achieved while the conduct and control of the work will lie solely with the Subcontractor. Subcontractor is not to be considered as an agent or employee of *Border Construction Services*, for any purpose and the employees of Subcontractor are not entitled to any of the benefits that *Border Construction Services*, provides for its employees. It is understood that *Border Construction Services*, does not agree to use Subcontractor exclusively for the type of work that is described in I - SUBCONTRACT above.

IV - COMMENCEMENT DATE

Subcontractor agrees to start performance of the awarded work within a reasonable length of time after notification by *Border Construction Services*. Subcontractor agrees to use due diligence in the completion of such work and to complete such work in accordance with the program of Allied Operations of *Border Construction Services*, and other Subcontractors, if any. Subcontractor has sole control of the manner and means of performing the work specified in the General Contract or Accepted Proposal and shall complete it according to its own means and methods of work.

V - FAILURE OF PERFORMANCE

If the Subcontractor, at any time, fails in the performance of the terms, stipulations and agreements of the General Contract, Accepted Proposal or this Subcontractor's Agreement or fails to use due diligence in the work awarded them, so as to interfere with or in any way impede Allied Operations of *Border Construction Services*, and other Subcontractors, this will be a failure of performance. Failure of performance will rest solely in the judgment of *Border Construction Services*, which will provide notice to anyone representing the Subcontractor at the job site or Subcontractor's place of business. Such notice will state the nature of the violation of the Agreement or contracts. If the failure is continuing for two (2) days after notice to the Subcontractor, *Border Construction Services*, may precede thereupon to complete the work under the terms of the General Contract, Accepted Proposal or Subcontractor Agreement at the cost and expense of Subcontractor. *Border Construction Services*, may re-sublet the work, and any monies due the Subcontractor on that project will be held until the Subcontractor's portion of the project has been completed by Ask for Mike, Inc., or a new Subcontractor. These monies will be paid to *Border Construction Services*, or the new Subcontractor for the work done. Subcontractor further agrees that if Subcontractor should delay the material progress of the work so as to create any damage or cost overage for which *Border Construction Services*, shall become liable, then the Subcontractor shall indemnify *Border Construction Services*, for the amount of any damages so caused.

VI - NEGATION OF JOINT VENTURE OR PARTNERSHIP

In entering into and complying with Agreement, Subcontractor is at all times performing as an independent contractor. Nothing in this Agreement shall constitute or be construed as a creation of a partnership or joint venture between Subcontractor and *Border Construction Services*, or their successors or assigns.

VII - CONSIDERATION

Border Construction Services, shall pay the Subcontractor for performance of the work described within the General Contract, Accepted Proposal or Subcontractor's Agreement, subject to additions and deductions agreed upon in writing by the Subcontractor and *Border Construction Services*.

VIII - TERMS OF PAYMENT

Subcontractor will be paid weekly. Payments will consist of ninety (90%) percent of all labor and materials which have been performed by the Subcontractor on the job site and for which payment has been made by Owner to *Border Construction*, shall retain the remaining ten (10%) percent until thirty (30) days after work has been fully completed and delivered and accepted by the Owner. This provision is limited to the work done by the Subcontractor. All weekly draws or invoices are to be turned in to *Border Construction Services*, by 5:00 p.m. each Wednesday and payment will be made on Friday of the following week. All monthly draws will be turned in no later than the 25th day of each month and payable by the 10th day of the following month. Payment will only be approved for the percentage of work completed on the turn in date. All Subcontractors' draws are subject to the fund availability.

IX - INDEMNIFICATION

Subcontractor shall indemnify, hold harmless and defend *Border Construction Services*, from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with, *Border Construction Services*, shall not be liable to Subcontractor on account of (1) any failure by Subcontractor to perform any of the agreements, terms, covenants or conditions of the General Contract, Accepted Proposal or this Subcontractor Agreement required to be performed by Subcontractor, (2) any failure by Subcontractor to comply with any statutes, ordinances, regulations or orders of any governmental authority, or (3) any accident, death or personal injury, or damage to or loss or theft of property, with shall occur performing under the General Contract, Accepted Proposal or the Subcontractor's Agreement regardless of whether such liability, claims, demands, damages and costs were caused in whole or part by *Border Construction Services*, or the concurrent negligence of *Border Construction Services*, or any other person or entity.

X - WARRANTY

Subcontractor shall warrant all work performed by Subcontractor for one (1) year from date of completion of the job. Subcontractor shall satisfactorily remedy any and all deficiencies or problems within three (3) days of written notice from *Border Construction Services*

XI - INSURANCE

Subcontractor shall provide and furnish all insurance coverage relating to Subcontractor's portion of the General Contract/Accepted Proposal. This coverage shall include, but is not limited, to workmen's compensation, general liability and automobile insurance. Evidence of such insurance coverage is to be furnished to *Border Construction Services*, when an application is submitted by a Subcontractor and thereafter, once a year. If Subcontractor does not carry general liability insurance, a five (10%) percent fee will be deducted from each invoice and each draw. An approved waiver for the absence of workmen's compensation insurance must be on file with *Border Construction Services*. Subcontractor agrees to waive all right of subrogation against *Border Construction Services*.

XII - BOUND TO OWNER

Subcontractor shall be bound to *Border Construction Services*, in the same manner as *Border Construction Services*, is bound to the Owner to the extent of the portion of the work covered under the General Contract/Accepted Proposal.

XIII - POLICIES

Subcontractor shall abide by the Safety Policy and Subcontractor Policy that has been read and signed simultaneously with this Agreement.

XIV - LIEN WAIVER

Subcontractor must sign a lien waiver in order to receive payment for work that has been completed.

XV - GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

XVI - LEGAL ACTION

If any legal action is instituted to enforce this Agreement or any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's and court costs from the other party.

XVII - ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon any party except to the extent incorporated in this Agreement.

XVIII - MODIFICATION AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

XIX - SECTION HEADINGS

The titles to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

XX - SEPARABILITY

If any of the provisions of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

In witness whereof, the Parties hereto have duly executed this Agreement on the date indicated in the first paragraph.

SUBCONTRACTOR: By: _____
Printed Name: _____

Border Construction Services

By: _____
Printed Name: _____

Border Construction Services
SUBCONTRACTOR APPLICATION

DATE: _____ TAX ID # _____

NAME _____
DBA (if applicable) _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE () _____ HOME () _____
EMAIL ADDRESS _____
YEARS IN BUSINESS _____ YEARS AT THIS ADDRESS _____
DRIVER'S LICENSE NUMBER _____ STATE _____
SOCIAL SECURITY NUMBER _____
BANK REFERENCE _____
ACCOUNT # _____

INSURANCE COVERAGE

GENERAL LIABILITY _____ LIMITS _____
WORKERS' COMPENSATION _____ LIMITS _____
AUTOMOBILE _____ LIMITS _____

**CERTIFICATES OF INSURANCE OR APPROPRIATE WAIVERS MUST BE
ON FILE IN THIS OFFICE PRIOR TO ANY WORK STARTING**

LIST LEAD SUPERVISORY PEOPLE YOU WILL ASSIGN TO OUR JOB SITE

NAME _____ PHONE/ PAGER # _____ VEHICLE MAKE & LICENSE _____

TRADE CREDIT REFERENCES – MINIMUM OF THREE IN LOCAL AREA

NAME _____ PHONE _____
ADDRESS _____ CONTACT _____
CITY _____ STATE _____ ANNUAL PURCHASE _____

NAME _____ PHONE _____
ADDRESS _____ CONTACT _____
CITY _____ STATE _____ ANNUAL PURCHASE _____

NAME _____ PHONE _____
ADDRESS _____ CONTACT _____
CITY _____ STATE _____ ANNUAL PURCHASE _____

BUSINESS REFERENCES – MINIMUM 3 JOBS WITHIN LOCAL AREA IN PAST 6 MONTHS

NAME _____ PHONE _____
ADDRESS _____ CONTRACT _____
CITY _____ STATE _____ ZIP _____

NAME _____ PHONE _____
ADDRESS _____ CONTRACT _____
CITY _____ STATE _____ ZIP _____

NAME _____ PHONE _____
ADDRESS _____ CONTRACT _____
CITY _____ STATE _____ ZIP _____

In signing this application, I certify all of the information is true and correct to the best of my knowledge. I further authorize *Border Construction Services* to perform any background checks that are deemed necessary.

SUBCONTRACTOR/OWNER

DATE

*****DO NOT WRITE BELOW THIS LINE *****

BUSINESS CARD _____ CONTRACTOR RULES _____
LETTERHEAD _____ INSURANCE W / C _____
ADDRESS _____ LIAB _____
PHONE/PAGER _____ BANK REF _____
NUMBER OF BEHICLES USED _____ COPY OF I.D. _____
LIST OF LEAD MEN _____ COPY OF S.S. _____
AGREEMENT _____

The Border Construction Services Subcontractor Policy

1. **WORK HOURS.** Standard field operations for subcontractors are 8:00 a.m. to 5:00 p.m., Monday through Friday. However, there can be changes due to work conditions such as emergency repairs. If a subcontractor would like to work on a project outside of these hours or days, permission from the project superintendent and the client must be obtained beforehand.

2. **DRUG AND ALCOHOL ABUSE POLICY.** It is the policy of *Border Construction Services*, (also referred to as *the Company*) to promote excellence in the products and service offered to the industry. This policy requires that our personnel, equipment, subcontractors, and operating practices be consistent with high standards of health and safety. The abuse of drugs or alcohol by Company subcontractors and their employees does not agree with the Company's objectives. Accordingly, the Company is implementing this drug and alcohol abuse policy:

STATEMENT OF PURPOSE AND SCOPE

1. To establish and maintain a safe, healthy workplace for all workers.
2. To reduce the number or accidental injuries to persons or property.
3. To safeguard the reputation of the Company, it's subcontractors and workers.
4. To reduce absenteeism and tardiness and thereby improve productivity.
5. To comply with Section 7.10 of the Texas Workers' Compensation Act.

RULES CONCERNING DRUGS AND ALCOHOL

1. The Company strictly prohibits the use, possession, sale, transfer, purchase or being under the influence of any drug or alcohol by subcontractors or their employees at any time on Company premises or while conducting Company business.
2. Subcontractors or their employees shall not report for duty or be on Company property or projects while under the influence of an illegal drug or alcohol.
3. No prescribed drug will be brought on Company premises or job site by any person other than the one for whom it is prescribed. Such drugs can only be used in the manner, combination and quantity prescribed and providing there is no safety concerns involved with their use.
4. The Company will not condone the off-duty use of any drug or alcohol that results in excessive absenteeism or tardiness or which may result in accidents or poor workmanship.

DEFINITIONS:

1. *Alcohol* is any beverage that may be legally sold and consumed and has an alcohol Content more than 3 percent by volume.

2. *Drug* means any substance that can alter a person's mood, perception, pain level or judgment. Drug also includes alcoholic beverages, inhalants and illegal drugs.

3. *Prescribed drug* is any substance prescribed by a licensed medical practitioner.

4. *Illegal drug* is any drug or controlled substance whose use, possession, sale, transfer or purchase is illegal.

CONSEQUENCES OF VIOLATIONS:

1. Any subcontractor found to be in violation of the Company's Drug and Alcohol Abuse Policy will be immediately terminated from all current or future contracts with the Company.

2. Any subcontractor employer found in violation will require that the subcontractor immediately terminate that employee from any further work on any Company property or project.

3. SAFETY PRECAUTIONS:

All subcontractors and their employees shall, at a minimum, comply with all applicable laws, codes, rules, regulations and requirements pertaining to the performance of its work, including the Federal Occupational Safety and Health Act (OSHA).

Prior to performing any work activities, the subcontractor shall evaluate the safety of the work in place and the working conditions in the area in which its employees and the subcontractors will work and will notify *Border Construction Services* in writing of any unsafe work conditions or defective work in place.

It shall be the subcontractor's responsibility to furnish and pay for special tools, equipment and personal protection equipment necessary to comply with OSHA standards or other agency regulations that pertain to the work.

All Subcontractors are required to comply with *Border Construction Services* Subcontract Safety Agreement.

4. INAPPROPRIATE CONDUCT. Any subcontractor or their employees that see any misconduct which may be detrimental to the contractor or themselves should report that occurrence to that project superintendent immediately. Failure to do so may result in suspension of current or future work.

5. CLOTHING. All subcontractors and their employees are required to wear appropriate clothing at all times while on the contractor's project. No bare back, tank tops, mesh shirts, or any article of clothing that displays lewd or vulgar illustrations or language will be permitted.

I have read the *Border Construction Services* Subcontractor Policy statement and any questions I may have had were answered to my satisfaction. I understand that abiding by its provisions is a condition of my association with *Border Construction Services*. I further acknowledge my understanding that the Company may add to or change these policies from time to time and that I will be appropriately informed.

Subcontractor's signature _____ Date _____

Printed name _____

Border Construction Services Subcontractor Safety Agreement

1. It is the subcontractor's responsibility to ensure that all its employees, including lower tier subcontractors, are provided a safe and healthful work environment. The subcontractor will take all reasonable safety precautions in the performance of the work to protect its employees and other persons at the job site. The subcontractor and its employees will, at a minimum, comply with all applicable laws, codes, rules, regulations and requirements pertaining to the performance of its work including the Federal Occupational Safety and Health Act (OSHA).
2. Subcontractor agrees that prior to performing any work activities, it will evaluate the safety of the work in place and the working conditions in the area in which its employees and subcontractors will work and will notify *Border Construction Services* in writing of any unsafe conditions or defective work in place. Failure of subcontractor to notify *Border Construction Services* of any unsafe conditions or defective work prior to beginning work shall establish subcontractor's acceptance of the work in place and safety of the working conditions related to its work.
3. The subcontractor should establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental agencies such as OSHA that have jurisdiction over the subcontractor.
4. The subcontractor is expected to enforce its own safety program for the scope of work in progress. Under no circumstances will *Border Construction Services* release the subcontractor of its responsibility concerning safety issues on the job site. It is the subcontractor's responsibility to furnish and pay for special tools, equipment and personal protective equipment necessary to comply with OSHA standards or other agency regulations that pertain to the work.
5. The subcontractor shall immediately stop any part of the work deemed to be unsafe by any entity/government agency until corrective measures have been taken.
6. The subcontractor acknowledges that to the extent that any entity/government agency identifies any safety defect or safety failure, such information or direction will not constitute interference by such entity/government agency with subcontractor's means and methods of providing and enforcing safe working practices for subcontractor's work.

I have read the *Border Construction Services* Subcontract Safety Agreement and any questions I may have had were answered to my satisfaction. My employees and I will comply with the applicable safety rules and regulations that pertain to my trade.

Subcontractor signature: _____ Date _____

Printed Name: _____

Company Name: _____

Subcontractor Consent for Drug/Alcohol Screening

If and when you are offered and have accepted a contract to be a SUBCONTRACTOR for **Border Construction Services**, you may work with/be around machinery/equipment that may cause injury to you as well as others. In the safety interest for yourself and all that are concerned. All subcontractors will be required to take a urine test to screen for drug and/or alcohol use, this is one of the conditions that must be met for contracting with this company.

I _____, have been fully informed by my potential contractor of the reason that a drug and alcohol screening is being required. I understand that I am being tested for illegal drugs or alcohol use that may inhibit and or alter my ability to fully function while using tools or machinery while performing my job description. I am aware that I am giving my consent at will. I also understand that the results of this test will be sent to my prospective contractor and will become part of my record.

If the test results come back positive for any drug or alcohol use, I aware that this maybe grounds for being denied the contract and or grounds for immediate termination of the subcontract. You may be given the opportunity to explain the results of this test if positive results are returned.

I authorize the screening test as stated above. The results are to be released to **Border Construction Services**.

Print Subcontractor Name

Date

Subcontractor Signature

Date

Witness

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK ☐ BOX OF STATEMENT THAT APPLIES

☐ JOINT AGREEMENT TO AFFIRM INDEPENDENT
RELATIONSHIP FOR CERTAIN BUILDING
AND CONSTRUCTION WORKERS

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO WORKERS' COMPENSATION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

☐ AGREEMENT TO ESTABLISH EMPLOYER-
EMPLOYEE RELATIONSHIP FOR CERTAIN
BUILDING AND CONSTRUCTION WORKERS

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor ☐ will withhold ☐ will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: _____

TO: _____

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

Federal Tax I.D. Number _____

Signature of Hiring Contractor _____

Date _____

Address (Street) _____

Printed Name of the Hiring Contractor _____

Address (City, State, Zip) _____

Independent Contractor's Affirmation

Federal Tax I.D. Number _____

Signature of Independent Contractor _____

Date _____

Address (Street) _____

Printed Name of the Independent Contractor _____

Address (City, State, Zip) _____

The Hiring Contractor should retain the original. Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.

Division Date Stamp Here

