



Subcontractor Agreement

This agreement made and entered into this _____ day of _____, 20_____, by and between D&A Door & Specialties, Inc., as a corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "COMPANY" and _____ hereinafter referred to as the "CONTRACTOR."

WHEREAS, the Company is in the business of selling building materials and also, in some instances, contracting with the purchasers of such materials to have such materials installed; and

WHEREAS, the Contractor has the necessary skills and the required license for the installation of certain building materials, and desires to contract with the Company for their installation on a job-by-job basis;

NOW, Therefore, in consideration of the mutual promises contained herein, the parties do agree as follows:

1. The Company hereby agrees that the Contractor may act as an independent contractor for the installation of _____ to be supplied by the company on jobs designated by the Company. Such installation work will be undertaken subject to the following terms and conditions:

A. The Company shall specify, either verbally or in writing, as it deems appropriate, the terms and conditions of the work the contractor is required to perform in each job. The Contractor shall execute the written documents, if any, that the Company requires for the performance of the work.

B. The Company shall furnish all building materials necessary for each job unless material supply is bid by the contractor and accepted by the company.

C. The Contractor shall furnish his own vehicles and tools necessary for performance of work. The Contractor shall likewise be solely responsible for employing sufficient labor to complete each job within the agreed time. The Contractor shall also at all times be in charge of the supervision of such labor and responsible for compliance with workplace safety laws and regulations.

D. The Contractor shall keep its own payroll records and shall be solely responsible for payment of Social Security and withholding taxed for his employees, and for payment of any other taxes, local, state and federal, arising out of each job. The Company shall pay any sales or excise taxes levied upon building material provided on the job.

E. The Contractor shall provide the Company with a current Certificate of Insurance showing coverage in at least the following amounts (refer to Exhibit A of this agreement).

PAGE 1

Rev 03-19-2025

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Subcontractor Agreement

F. With respect to our insurance requirements, it is the subcontractor’s responsibility to fulfill these requirements and provide evidence of such prior to the initiation of work. Failure to provide certificates of insurance meeting D&A Door & Specialties’ insurance requirements does not relieve the subcontractor of any liability otherwise assumed under this contract or alter the contract in any way.

G. The Contractor will provide and maintain proper licensing as per State and Federal requirements.

H. The Contractor shall pay all of its own expenses and labor and will complete the job free of any laborer’s liens.

I. The Contractor agrees to warrant the quality of this workmanship for a period of ONE YEAR after the completion of its contract, and to repair and replace any materials shown to have been improperly installed.

J. This agreement shall be non-exclusive. Either party hereto may enter into similar agreements with competitors of the other party to this agreement. Either party may terminate this Agreement at any time as to all future jobs.

K. The Contractor agrees to indemnify, hold harmless, and defend the Company, including property owners and other contractors with which the Company is contracted, from and against claims and damages sought by third parties, including claims and damages sought by employees of the Contractor, arising out of or resulting from Contractor’s or its subcontractor’s operations, installation of the Company’s products, breach of express or implied warranties, negligent acts or omissions, or workplace safety violations. Provided, however, that the Contractor’s obligations herein shall not apply if the claims and damages sought arise from the gross or willful and wanton negligence of the Company.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its proper officer, and the Contractor has hereunto set his hand and seal, all on the day and year first set forth above.

Company: D&A Door & Specialties Inc.	Contractor: _____
Signed: _____	Signed: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____



Subcontractor Agreement

EXHIBIT "A" INURANCE REQUIREMENTS

General Liability – prior to the initiation of any operations subcontractors performing operations on our behalf shall provide:

1. A certificate of general liability insurance evidencing coverage with limits of at least \$1,000,000 per occurrence & \$2,000,000 annual aggregate.
2. Certificate shall name D&A DOOR & SPECIALTIES INC. as an additional insured with respect to the work performed.
3. Certificate shall indicate dates of coverage which extend from initiation of work performed to completion of project.
4. Certificate shall give insured 30 days advanced written notice of any change in coverage including impending cancellations.
5. Insurance Carrier of the subcontractor shall be an AM Best A rated (or better) insurer.

Workers Compensation Insurance – prior to the initiation of any operations subcontractors performing operations on our behalf shall provide:

1. Certificate of insurance listing D&A DOOR & SPECIALTIES INC. as certificate holder with respect to work performed.
2. Certificate shall give D&A DOOR & SPECIALTIES INC. 30 days advanced written notice of any change in coverage or impending cancellation.
3. Certificate shall indicate dates of coverage which extend from initiation of work performed to completion of project.

Auto Liability – For those subcontractors using their automobiles in the performance of their work, we also ask for the following:

1. Certificate of automobile liability insurance evidencing coverage with limits of at least \$1,000,000 per occurrence.
2. Certificate shall name D&A DOOR & SPECIALTIES INC. as an additional insured with respect to the use of auto arising from operations of named insured.
3. Certificate shall give insured 30 days advanced written notice of any change in insurance limits.
4. Insurance Carrier of the subcontractor shall be an AM Best A rated insurer.

PAGE 3

Rev 03-19-2025

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