



# CLAREMONT PROPERTY CO

a property solutions company since 1995

Remediation ♦ Restoration ♦ Roofing ♦ Recovery

## Claremont Property Company Subcontractor Packet

The first step to becoming an approved vendor for Claremont is you must fill out all the information included in this packet and provide the insurance certificate exactly like the sample below and fill out the W-9 and return all to us.

- Master Subcontractor Agreement
- Subcontractor Safety Affidavit
- Affidavit of Subcontractor
- Subcontractor Conflict of Interest Agreement
- Blank W-9
- Sample - Insurance Certificate
- Sample - Individual Project Work Agreement including the Claremont Pay Application as an attachment (to be signed on each project)

**NOTE: This document has important legal consequences. Consultation with an attorney prior to execution of this document is encouraged. Some construction prime contracts may require the use of specialized provisions not included in this form.**

**Some Prime Contracts between Claremont and Owner may require the use of specialized provisions not included in this form and its attachments**



**CLAREMONT PROPERTY CO.  
MASTER SUBCONTRACTOR AGREEMENT**

This Master Subcontractor Agreement (this “MSA”), is made effective as of \_\_\_\_\_, 202\_\_, by and between \_\_\_\_\_ (Name), a \_\_\_\_\_ (Entity Type) (“Subcontractor”) whose address is \_\_\_\_\_, and Claremont Property Co., a Texas corporation (“Claremont”), whose address is 5555 West Loop South, Suite 100, Bellaire, Texas 77401.

WITNESSED

WHEREAS, Claremont and Subcontractor are entering into this MSA to clearly define the terms and conditions which will apply to **all projects** which the undersigned Subcontractor performs work for Claremont. The purpose of this MSA is to expedite the subcontracting process allowing Claremont and Subcontractor to sign an Individual Project Work Agreement (each a “Project Agreement”) for each individual project (“Project”) that Subcontractor is retained by Claremont to complete. A Project Agreement must be executed by both parties and include a completed and initialed Claremont Pay Application Form which together shall provide details regarding the Project, the specific Scope of Work, Project work schedule, progress payment frequency, contract amount and payment terms that are specific to that Project.

NOW, THEREFORE, in consideration of the premises and of the respective representations, warranties, covenants, agreements and conditions contained herein, the parties, intending to be legally bound, hereby agree as follows:

**SECTION 1. SCOPE OF WORK.** Scope of Work shall be defined as the general character of the labor, supplies and services, the work’s purpose and objectives, along with Claremont and if applicable Owner’s expectations. Examples of expectations include, if applicable, a description specification, tasks (obligations), deliverables, delivery or performance schedule, supervision and acceptance requirements of Claremont and Owner. Scope of Work may be modified, as required, in accordance with Claremont’s scope change process for each Project (the “Scope of Work”).

**SECTION 2. PRICE, RETAINAGE AND PAYMENT.** Each Project Agreement will set forth the price, the Scope of Work to be performed by Subcontractor, progress payment frequency, and the retainage requirement for each Project. In the event the contract between Claremont and Owner for such Project (“Prime Contract”) calls for retainage to be withheld, then Claremont reserves the right to hold retainage on that Project from Subcontractor in an equal amount and pursuant to the same terms as the Owner withholds from Claremont (the “Retainage”); Claremont may at its sole discretion, require retainage to be held on all Projects of Subcontractor in which Claremont has received delinquent notices from Subcontractor’s suppliers or vendors in the past. In all cases, when a Project calls for Retainage then Retainage will not be paid by Claremont to Subcontractor until completion of Subcontractor’s Scope of Work for the Project, acceptance of Subcontractor’s Scope of Work and the Project by the Owner and/or Owner’s architect, the full payment is received by Claremont from the Owner for the applicable portion of the Retainage to the Subcontractor’s Scope of Work, proof all Subcontractor’s suppliers and labor has been paid in full, and compliance by Subcontractor with all terms of this MSA and the Project Agreement. Claremont may at its discretion provide Subcontractor with a joint check payable to Subcontractor and any of its subcontractors, suppliers and/or materialmen, but certainly after Claremont becomes aware of any notice of unpaid bills by Subcontractor to such subcontractors, suppliers and/or materialmen. On certain Projects and which shall be clearly defined in the Project Agreement with Subcontractor, the receipt by Claremont of a payment from the Owner with respect to a Pay App is a **condition precedent** to any obligation of Claremont to pay Subcontractor

on that Project pursuant to a Pay App; and the parties further agree that the foregoing language is intended to be and shall be a “pay-if-paid” clause.

Progress payments shall only be due Subcontractor after each of the conditions below are met and once approved shall be made based on the terms below.

1. Subcontractor timely submits to Claremont on the Claremont Pay Application form (“**Pay App**”) the amounts due to Subcontractor based on the percentage completion of Subcontractor’s Scope of Work on the Project on or before, if weekly, by Monday at 5:00PM or if monthly by the 20th of each month at 5:00PM, or as otherwise specifically provided for in a Project Agreement. As a condition precedent to the payment of amounts due pursuant to the first Pay App, Claremont will require Subcontractor to provide a signed conditional waivers of mechanics and materialman’s liens from itself and all persons supplying labor and/or materials to Subcontractor in an equal amount of the Pay App on the Project through the date of the Pay App; or alternatively, produce such other evidence as Claremont may require that shows that the charges for labor and material associated with the Project have been paid in full by Subcontractor.
2. Starting with the second Pay App and all the following Pay Apps, Subcontractor agrees to provide final releases for all the amounts received for each previous Pay Apps along with the conditional releases for those amounts included in such new Pay App. In the event the required releases are not included with the Pay Apps, then Claremont shall be entitled to not make Subcontractor’s payment pursuant to such Pay App until such time as Subcontractor supplies the required releases.
3. The Pay App must be signed approved by the Claremont project manager or superintendent.
4. Once a Pay App has been approved by Claremont, Claremont shall pay an amount equal to the amount shown on the Pay App for completed and approved work during the period covering the Pay App and only when applicable, less retainage.

If an Owner or other responsible party delays making any payment to Claremont from which a payment is to be made to Subcontractor, Claremont and its sureties shall have a reasonable time to make payment to Subcontractor. "**Reasonable time**" shall be determined according to the relevant circumstances, but in no event shall be less than the time Claremont, Claremont's sureties, and Subcontractor require to pursue to conclusion their legal remedies against an Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies.

If Subcontractor asserts a claim against Claremont, the Project or otherwise that is made, in whole or in part by acts, errors, non-payment or omissions, which are the responsibility of an Owner or another responsible party, including but not limited to claims for failure to pay, an extension of time, delay, damages, or extra work, change orders, changes required by code, or inspections, Claremont will present Subcontractor's claim to such Owner or other responsible party. Subcontractor, whether they have been paid by Claremont or not, shall cooperate fully with Claremont in all steps necessary in connection with prosecuting such a claim and shall hold harmless Claremont for all expenses, including legal expenses, incurred by Claremont and/or Subcontractor which arise out of Claremont's submission of Subcontractor's claim to such Owner or other responsible party. Subcontractor shall be bound by any adjudication or award in any action or proceeding resolving such a claim. Subcontractor agrees Claremont shall have no liability to pay Subcontractor any amounts due on any invoices approved or not by Claremont and shall hold Claremont harmless in all instances for any amounts not received by Claremont from such Owner.

If Subcontractor breaches a Project Agreement, this MSA, or fails to perform any obligation under a Project Agreement or this MSA or owes any money to Claremont as a result of any other Project Agreement or other agreement, Claremont without waiver or limitation of any rights or remedies thereof, shall be entitled to offset from any amounts due or owed

by Claremont to Subcontractor in connection with any Project Agreement (or any other Project Agreement with Claremont), any and all amounts owed by Subcontractor to Claremont.

Claremont may withhold any payment on account of Subcontractor's failure to comply fully with any requirement of this MSA or any Project Agreement and may retain monies owing or backcharge Subcontractor in such sums as are necessary to indemnify Claremont against any losses, liabilities, and obligations for which Subcontractor is liable under any Project Agreement or this MSA.

Subcontractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MSA and each and every Project Agreement. In the event a condition of default occurs, or if Subcontractor brings any claim for additional compensation, then Claremont and Claremont's accountants shall be afforded access to, and shall be permitted to audit and copy, Subcontractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data and information relating to this MSA and each and every Project Agreement. Subcontractor agrees it shall preserve these records for a period of three years after final payment on any Project, or for such longer periods as may be required by law. Subcontractor shall include this language in its sub-subcontracts so as to permit Claremont to audit the sub-subcontractors' records upon good cause.

**SECTION 3. ENTIRE AGREEMENT.** This MSA sets forth all of the general terms and conditions of the parties' agreements and supersedes any and all prior written or oral representations, discussions, or agreements. Subcontractor, its subcontractors, suppliers and/or materialmen are bound by the prime contract or agreement and any contract documents incorporated therein for a Project insofar as they relate in any way, directly or indirectly, to the work by Subcontractor covered by the Project Agreement for every Project. Subcontractor expressly agrees that upon execution of this MSA that any general conditions, terms of any kind, agreements, or covenants that are contained in any Subcontractor's proposals, invoices, agreements, or any other forms of any kind shall be null, void and of no force or effect. The terms of this MSA will govern the parties' relationship for all work performed from and after the date of this MSA until this MSA is terminated as provided herein.

**SECTION 4. TIME.** TIME IS OF THE ESSENCE OF THIS MSA AND EACH PROJECT AGREEMENT. In each Project Agreement Subcontractor shall include a work performance schedule in a form acceptable to Claremont and shall conform to Claremont's progress schedule, including any changes made by Claremont in the scheduling of Scope of Work with respect to any given Project. With respect to each Project, Subcontractor shall coordinate its work with that of all other contractors, subcontractors, suppliers and/or materialmen so as not to delay or damage their performance or the performance of other trades on such Project.

**SECTION 5. DELAY.** Should Subcontractor delay Claremont at no fault of Claremont, any other subcontractor, or anyone else on a Project, Subcontractor will indemnify Claremont and hold Claremont harmless for any and all damages, claims, demands, liens, stop notices, lawsuits, attorneys' fees, and other costs or liabilities imposed on Claremont in connection with or as a result of said delay by Subcontractor. Subcontractor further agrees the penalties listed in the Project Agreement for late delivery of the Scope of Work completed by Subcontractor are fair and reasonable and cannot be later disputed.

**SECTION 6. CHANGES IN WORK.** Subcontractor shall make no changes in the Scope of Work covered by a Project Agreement without prior written direction from Claremont. Subcontractor shall not be compensated for any changes made without prior written direction from Claremont. No changes in the Scope of Work covered by a Project Agreement shall exonerate any surety or any bond given in connection with this MSA or any Project Agreement.

**SECTION 7. CLAIMS.** If any dispute shall arise between Claremont and Subcontractor regarding performance of the Scope of Work, or any alleged change in the work under any Project Agreement, Subcontractor shall timely perform the disputed work under such Project Agreement and shall give written notice to Claremont of a claim for additional

compensation for the work prior to commencement of the disputed work under such Project Agreement. Subcontractor's failure to give written notice prior to commencement shall constitute an agreement by Subcontractor that it will receive no extra compensation for the disputed work for such Project.

**SECTION 8. INSPECTION AND PROTECTION OF WORK.** At no time shall Claremont be deemed to have reserved the right to control the manner in which Subcontractor performs its day to day work under a Project Agreement; rather such responsibility is exclusively that of Subcontractor. Claremont's sole right is to observe the work as the Scope of Work progresses to ensure compliance with the terms of this MSA and each and every Project Agreement. Subcontractor shall also have sole and exclusive control over the conduct and safety/accident prevention activities of its employees and sub-subcontractors. Claremont has no right, nor does Claremont reserve any right to control the actions, conduct, and adherence to safety practices followed by Subcontractor. However, despite Claremont's inability to control the safety practices of Subcontractor's employees, Subcontractor hereby agrees to follow and implement Claremont's "Corporate-Health, Safety & Environmental Management Program".

**SECTION 9. LABOR RELATIONS.** Subcontractor shall be represented on a Project job site during the course of its work by qualified, full time supervisors acceptable to Claremont. Subcontractor shall enforce discipline and good order among its employees, suppliers, and sub-subcontractors engaged in the work under each and every Project Agreement. Claremont may require Subcontractor to remove from a Project job site any such employees, suppliers, or sub-subcontractors or others employed on the work that Claremont may deem incompetent, improper, or a hindrance to progress of any work on a Project, whereupon any such employee, supplier, or sub-subcontractor shall be so removed and shall not again be employed on any part of the work under this MSA or any Project Agreement without written consent of Claremont. If required by state law to be licensed in the trade of services offered under this MSA or any Project Agreement, Subcontractor represents and warrants to Claremont that it is so licensed and that Subcontractor shall obtain all necessary licenses prior to work commencement, and that its license shall remain in good standing during the term of this MSA and any Project Agreement. If Subcontractor misrepresents its license status, Subcontractor shall be liable to Claremont for any and all losses, costs, claims, damages, attorney fees and expenses, court costs, or penalties that Claremont suffers due to such misrepresentation. Subcontractor is the sole employer of any of the employees or sub-subcontractors hired or engaged by Subcontractor to perform the Scope of Work (the "**Workers**"). Claremont does not provide the tools or equipment to perform the Scope of Work and does not exercise control, including reserved control, over the performance and details of the Scope of Work by such Workers. Claremont does not set the Workers' schedules, does not supervise the performance of the Scope of Work, does not reserve the right to discipline or supervise the Workers (except as to removing a Worker from a particular project for violation of safety or conduct requirements), and does not explicitly limit the Subcontractor's or its Workers' ability to work for others. None of the Workers shall be eligible for any employment benefits or perquisites that Claremont may provide to its own employees. All payments made by Claremont to Subcontractor are inclusive of all base, overtime premium, incentive, and all other compensation that Subcontractor may owe to such Workers. Claremont does not exercise or determine the economic aspects of the working relationship between Subcontractor and such Workers and Subcontractor is solely responsible with respect to determination, payment, and amount of remuneration to such Workers for their services. Subcontractor is required to, and has sole responsibility to, comply with all employment laws with respect to such Workers, including, without limitation: the Fair Labor Standards Act; the Occupational Safety and Health Act; the Age Discrimination in Employment Act; the Older Workers' Benefit Protection Act; the National Labor Relations Act; the Americans with Disabilities Act; the Civil Rights Act of 1991; Title VII of the Civil Rights Act of 1964; the Genetic Information Nondiscrimination Act; the Pregnancy Discrimination Act; 42 U.S.C. §§1981-1986; the Employee Polygraph Protection Act; the Equal Pay Act; the Fair Credit Reporting Act; the Family and Medical Leave Act; the Uniformed Service Employment and Reemployment Rights Act; the Immigration Reform and Control Act; the Employee Retirement Income Security Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; and all other laws regarding terms and conditions of employment, workers' compensation, classification of employees as exempt from overtime and minimum wage, classification of workers as independent contractors or employees, fair labor standards, payment of wages and hours of work, provision of required paystub information, payment of overtime and minimum wage, break

and meal periods, recordkeeping, access to personnel and employment records, separation of medical and genetic information from other employment records, occupational safety and health, equal employment opportunity, discrimination, harassment, retaliation, labor relations, accommodation of religion and disability, equal pay, fair credit reporting, leaves of absence, immigration, background checks, drug testing, employment applications, employee notices, benefits, payment of taxes, and workplace posting.

**SECTION 10. TERM.** This MSA shall be effective on the date signed and continue for 12 months and shall automatically renew on each anniversary or until either party provides thirty (30) days' written notice to the other party prior to the automatic renewal date of this MSA or as may be earlier terminated as provided in this Section 10. If Subcontractor fails to produce acceptable work under the terms of this MSA or any Project Agreement or causes delays, fails to pay any of its sub-subcontractors, laborers, employees, suppliers, materialmen, or vendors, fails to follow industry standards, fails to maintain proper insurance as required by this MSA, fails to comply with any of the terms of this MSA or any Project Agreement, or becomes insolvent, has a receiver appointed over its assets, files for bankruptcy protection, or an involuntary bankruptcy is filed against it, Subcontractor shall be in breach of this MSA, and Claremont may terminate this MSA and any Project Agreement immediately without prior notice. In the event of a termination, Subcontractor shall not be relieved of any warranty or other obligation under this MSA or any Project Agreement while either were in effect.

**SECTION 11. INDEMNIFICATION. SUBCONTRACTOR HEREBY AGREES THAT IT SHALL INDEMNIFY AND HOLD HARMLESS CLAREMONT AND EACH AND EVERY OWNER OF A PROJECT AND THEIR RESPECTIVE PARTNERS, MEMBERS, SHAREHOLDERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, ATTORNEY FEES, CAUSES OF ACTIONS AND LIABILITIES OF EVERY KIND AND NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH SUBCONTRACTOR'S OPERATIONS PERFORMED UNDER THIS MSA OR ANY PROJECT AGREEMENT. NOTWITHSTANDING ANYTHING ELSE HEREIN, THIS INDEMNIFICATION SHALL EXTEND TO CLAIMS OCCURRING AFTER THIS MSA OR ANY PROJECT AGREEMENT IS TERMINATED AS WELL AS WHILE IT IS IN FORCE. THE INDEMNITY SHALL APPLY REGARDLESS OF ANY ACTION AND/OR NEGLIGENT ACT OR OMISSION OF ANY OWNER OR CLAREMONT, OR THEIR AGENTS, MEMBERS, PARTNERS, SHAREHOLDERS, DIRECTORS, MANAGERS, OFFICERS, REPRESENTATIVES, OR EMPLOYEES, BUT SUBCONTRACTOR SHALL NOT BE OBLIGATED TO INDEMNIFY ANY PARTY FOR CLAIMS ARISING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OWNER OR CLAREMONT. THE INDEMNITY SET FORTH IN THIS SECTION SHALL NOT BE LIMITED BY INSURANCE REQUIREMENTS OR BY ANY OTHER PROVISION OF THIS MSA OR ANY PROJECT AGREEMENT. ALL WORK COVERED BY THIS MSA AND ANY PROJECT AGREEMENT DONE AT A PROJECT OR IN PREPARING OR DELIVERING MATERIALS OR EQUIPMENT TO A PROJECT SHALL BE AT THE SOLE RISK OF SUBCONTRACTOR UNTIL THE COMPLETED WORK IS ACCEPTED BY CLAREMONT.**

**SECTION 12. INSURANCE.** Subcontractor shall procure and maintain for the entire term of this MSA and each Project Agreement, at its own expense, insurance at the limits and coverages set out below:

(a) Automobile Liability Insurance: Limits of \$1,000,000 combined single limit covering "Any Auto" utilized by Subcontractor, its agents, servants, or employees in any way for its work under this MSA or any Project Agreement. In the event a policy covering "Any Auto" is not available, said policy shall cover at a minimum owned, non-owned, and hired automobiles.

(b) Workers Compensation and Employer's Liability Insurance: Said insurance must cover statutory obligations in the state(s) in which Subcontractor's work for Claremont is to be performed, but in any event no less than

the minimum limits of \$500,000 for Employer's Liability (each accident); \$500,000 for Employer's Liability (policy limit); and \$500,000 for Employer's Liability (each employee). Any such policy shall include coverage for all employees, including owners and officers. If Subcontractor is working on a Project in a state other than the state in which they are domiciled and their Workers Compensation Coverage is provided through a Self-Insured Fund WC Program, then Subcontractor will also be required to carry coverage in the state where the Project is located. Subcontractor shall also obtain an alternative employer endorsement naming CPC and Owner with respect to all Workers Compensation and Employer's Liability Insurance.

(c) Property Insurance: It is the responsibility of Subcontractor to provide coverage for all of its equipment, materials and tools. Subcontractor is responsible for any and all deductibles under any insurance policy to the extent that any action or inaction on its part causes Claremont to make a claim under an insurance policy.

(d) Commercial General Liability Insurance (CGL) in the minimum amount of \$1,000,000 per occurrence and general aggregate or in the minimum amount of \$2,000,000 per occurrence and general aggregate if the Project Agreement is in excess of \$750,000.00 which must be written on an occurrence based policy, have products completed operations coverage, and contain a "Separation of Insured" provision, but shall not contain a "Cross-Suits Exclusion" Provision. The general aggregate limit shall be on a per Project basis (not a per policy basis).

(e) Completed Operations Insurance. Completed operations insurance in the minimum amount of \$2,000,000 per occurrence and general aggregate shall be required with respect to all work with respect to water or water intrusion, exterior painting, HVAC, plumbing, window and glazing, fire sprinkler, roofers, as well as architects and engineers.

(f) Claremont and Owner (hereinafter referred to as Additional Insureds) must be identified as Additional Insureds evidenced by Additional Insured Endorsement(s) with respect to all automobile liability and commercial general liability coverages. Further, the Certificate(s) of Insurance must identify the Additional Insureds as such.

(g) Subcontractor's insurance policy which provides additional insurance coverage to Claremont shall be primary and non-contributory to any other insurance available to the Additional Insureds. Claremont's policy shall be considered excess and non-contributory to Subcontractor's policy. This insurance shall provide coverage to the Additional Insureds for any and all acts or omissions or any other liability of the Additional Insured which arises out of Subcontractor's work on a Project.

(h) The insurance policies must require the issuing insurer to provide 30 days written notice of cancellation to the Additional Insureds. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" or the like do not apply and/or must be deleted and/or stricken from any Certificate(s) of Insurance.

(i) The Additional Insureds shall be afforded the same protection (coverage) for Products-Completed Operations Coverage as the Named Insured/Subcontractor. No endorsement shall restrict or otherwise attempt to limit the protection afforded coverage under the Products-Completed Operations coverage to the Additional Insureds.

(j) The insurance coverage afforded to the Additional Insureds shall be as broad as the coverage afforded to the named insured Subcontractor.

(k) Failure by Claremont to insist on issuance of policies which conform with these requirements does not constitute a waiver of Claremont's right to assert a breach of any condition or requirement contained in this MSA or any Project Agreement.

(l) Each Insurer shall have an AM Best's Rating of at least A8 and be licensed to conduct business in the state in which the Project is located.

(m) Subcontractor shall maintain all such coverage for the duration of this MSA and each subsequent Project Agreement and maintain the Products-Completed Operations Coverage for itself and each additional insured for at least three years (or longer if required by the contract documents identified in this MSA or any Project Agreement) after completion of the work under a Project Agreement.

(n) Subcontractor will not change or terminate said policies without the written consent of Claremont. Further, Subcontractor shall not do anything to cause any of the insurance to be invalidated in whole or in part.

(o) Subcontractor shall require all its sub-subcontractors to procure and maintain the same types and amounts of insurance and be subject to the same requirements as Subcontractor.

(p) At Claremont's request, and from time to time, duplicate originals or copies of Subcontractors' or sub-subcontractor's policies, certified by the carrier, shall be delivered to Claremont.

(q) In the event Claremont fails to obtain an acceptable insurance certificate with the conditions noted in this Section, Subcontractor shall not be relieved of any of the insurance responsibilities contained herein.

(r) All required insurance shall contain no exclusions by endorsements except as approved in writing by Claremont.

(s) In the event an Owner has placed greater insurance requirements on Claremont than those found in this MSA, the Project Agreement for such Project will require Subcontractor to obtain such insurance coverage sufficient to meet these heightened requirements, and shall further require its sub-subcontractors and vendors to likewise secure such additional insurance as required by the Owner.

(t) The automobile liability, commercial general liability and workers compensation coverages must contain a waiver of subrogation in favor of Claremont and Owner. Such waiver shall be reflected on the Certificate(s) of Insurance.

(u) Umbrella or Excess Policies. At the discretion of Claremont, Subcontractor may be required to secure Umbrella or Excess policies of insurance, and as indicated above, the Additional Insureds shall be listed on all such policies as Additional Insureds. In the event Claremont exercises such discretion, it shall do so before Subcontractor submits its bid for a Project so that Subcontractor is afforded the opportunity to include the cost of the additional premiums in its bid amount. Such limits for all such Excess or Umbrella policies shall be for not less than \$2,000,000 per occurrence; or not less than \$5,000,000 per occurrence if Subcontractor does in excess of \$15,000,000 of work for Claremont in any one calendar year of any single Project with a contract amount in excess of \$2,000,000. Further, any Umbrella or Excess policy(ies) so issued must also include a waiver of subrogation in favor of the Additional Insureds.

(v) Options. In the event Claremont learns that Subcontractor or Subcontractor's sub-subcontractor has failed to obtain or maintain such insurance as set out in this MSA, Claremont shall have the right, but not the obligation, to either (i) purchase such required insurance and deduct the cost of such insurance obtained from any amount owed under this Subcontract or (ii) withhold payments to be made to Subcontractor pursuant to this MSA or any Project Agreement until such time as that Subcontractor or Subcontractor's sub-subcontractor has obtained or maintained such insurance as set out in this MSA.



(w) Waiver of Subrogation. Subcontractor hereby waives any and all subrogation rights against Claremont, Owner, and their respective subcontractors, agents, officers, directors, employees, and servants for any claims arising from work related to any Project under this MSA or any Project Agreement. Subcontractor further agrees to provide notice of this waiver to its insurer and to secure its insurer's acknowledgment and consent to this waiver.

(x) Subcontractor agrees to indemnify Claremont and all of its affiliates, officers, directors, partners, members, agents or other any persons or entities acting on behalf of Claremont, from any and all legal actions, claims, losses, or otherwise which results from Subcontractor not having sufficient insurance or that the insurance they have proves to be inadequate in any other form.

(y) Subcontractor waives all rights against (1) the Owner and its subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Claremont and any of its subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this MSA or any Project Agreement or other property insurance applicable to any Project, except such rights as they have to proceeds of such insurance. The Subcontractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from its subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12(y) shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**SECTION 13. HAZARDOUS MATERIALS.** The Subcontractor is responsible for compliance with the requirements of this MSA or any Project Agreement regarding hazardous materials or substances. If the Subcontractor encounters a hazardous material or substance not addressed in this MSA or any Project Agreement, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop work in the affected area and notify the Claremont of the condition. When the material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the Owner and Claremont. By change order, the contract time shall be extended appropriately and the contract sum shall be increased in the amount of the Subcontractor's reasonable additional costs of shutdown, delay, and start-up. Unless required by the this MSA or any Project Agreement, the Subcontractor shall not be required to perform without its consent any work relating to hazardous materials or substance provided that such Subcontractor consent shall not be unreasonably withheld.

**SECTION 14. DISPUTE RESOLUTION.** Any dispute resolution procedure in the prime contract with respect to a Project shall be deemed incorporated in this MSA and the Project Agreement with respect to such Project, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract or agreement with respect to such Project, those which have been waived by the making or acceptance of final payment, and questions regarding the licensure of Subcontractor. Subject to compliance with all applicable laws including but not limited to those relating to false claims disputes and claim certifications and cost and pricing data requirements, Claremont's sole obligation is to present any timely-filed claims by Subcontractor to the Owner under such procedure and, subject to the other provisions of this MSA and the Project Agreement, to pay to Subcontractor the proportionate part of any sums paid by the Owner to which Subcontractor is entitled. For disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract for a Project, the parties hereto shall submit any and all disputes arising under or relating to the terms and conditions of this MSA or Project Agreement to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. No demand in arbitration shall be made after the date when the institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. In any dispute resolution between the

parties, the prevailing party shall be entitled in addition to any other relief granted to recover its costs of participation including attorneys and experts' fees. An award rendered by an arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**SECTION 15. SAFETY PRECAUTIONS AND PROGRAMS.** The Subcontractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this MSA or any Project Agreement. The Subcontractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- (a) employees on the work and other persons who may be affected thereby;
- (b) the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Subcontractor or a sub-subcontractor; and
- (c) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Subcontractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Subcontractor shall promptly remedy damage and loss to property caused in whole or in part by the Subcontractor, subsubcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Subcontractor is responsible under this MSA or any Project Agreement. The Subcontractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Claremont or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Subcontractor.

**SECTION 16. WARRANTY.** Subcontractor warrants and represents to Owner and Claremont that all materials and equipment furnished for each Project shall be new and good condition unless otherwise specified in the Project Agreement and that all work under this MSA and Project Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from all faults and defects, and in conformance with this MSA, the Project Agreement, and any and all contract documents with respect to a Project. All work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Section 16 shall be in addition to and not in limitation of any other warranty or remedy either required by law or issued by manufacturer or required by Subcontractor to provide or by the prime contract or agreement with respect to a Project between Claremont and Owner. Subcontractor shall be obligated to make any and all repairs free of cost to an Owner and/or Claremont and at the convenience of such Owner and/or Claremont, any damages, defects, or faults in a Project that may occur during construction or during the period of one (1) year (or during a longer period if same shall be required by the Project Agreement or any contract documents with respect to such Project or shall be stipulated herein) from the date of substantial completion of the Project to the satisfaction of and acceptance by the Architect, Claremont, and Owner, as the result of imperfect or defective work done or material furnished by Subcontractor herein specified to be supplied, erected or installed by Subcontractor, not operating or functioning to the satisfaction of the Architect and/or Owner and/or Claremont upon the certificate of the Architect to that effect, as being due to said causes or any one or more of them. Subcontractor shall furnish written warranty naming the Owner at completion of a Project in accordance with a Project Agreement. The Architect, if any with respect to any Project, and Claremont as beneficial parties, shall also be named as covered by said warranty if available. Nothing to the contrary in this document shall release or discharge Subcontractor from any obligation or responsibility established by either the plans and specifications for a Project, or by statute or other application or ordinance of law.

**SECTION 17. ASSIGNMENT.** Subcontractor shall not assign this MSA or any Project Agreement without the prior written consent of Claremont, nor subcontract the whole of this MSA or any Project Agreement without the prior written consent of Claremont, nor further subcontract portions of this MSA or any Project MSA without prior written consent of Claremont. Subcontractor shall not assign any amounts due or to become due under this MSA or any Project Agreement without prior written consent of Claremont.

**SECTION 18. CONTRACTOR STATUS.** Subcontractor hereby represents and warranties that Subcontractor is an independent contractor with respect to Claremont. Nothing contained herein in this MSA or any Project Agreement shall be construed to create the relationship of principal and agent, or of employer and employee, between Subcontractor and Claremont. Subcontractor shall timely pay all federal, state or local taxes, unemployment compensation, permits, fees, insurance, workmen's compensation, and licenses required connection with the work or as required by law. No withholding for federal or state taxes (including, but no limited to, sales taxes) or the federal insurance contributions act (or similar law, rule, or regulation) will be made from the payments due to Subcontractor under the terms of this MSA or any Project Agreement; and Subcontractor fully understands Subcontractor is solely responsible for the payment of all such taxes and contributions. Certain types of Projects, in certain states and certain types of work require Subcontractor to collect, bill Claremont, and pay sales tax for portions of Subcontractor's invoice, may require Subcontractor to bill, collect and pay sales tax. This is Subcontractor's responsibility to know these laws and Subcontractor agrees to hold Claremont harmless and Subcontractor shall indemnify Claremont for any and all claims resulting from Subcontractor's not complying with these laws. Subcontractor agrees that each and every invoice submitted under this MSA and Project Agreement, is inclusive of sales tax even if not specifically listed on the invoice. Sixty (60) days after receipt by Claremont of every invoice (progress or final) under this MSA or any Project Agreement shall be deemed the final invoice submission where sales tax matters are concerned. In the event Subcontractor's invoice under this MSA or any Project Agreement does not list sales tax separately on the invoice then Claremont and Subcontractor agree all sales taxes are included in the price listed on the Subcontractor's invoice(s). After the expiration of sixty (60) days following receipt of every invoice under this MSA or Project Agreement, Subcontractor shall not in any instance or for any reason have any right to make any claim for sales taxes against Owner or Claremont or any of its affiliates, officers, directors, partners, members, agents or other any persons or entities acting on behalf of Claremont and shall indemnify and hold each of such persons harmless if any such claim is made against Claremont or Owner regarding collection and/or payment of any required sales tax with respect to a Project.

Subcontractor hereby declares and acknowledges it is solely responsible for the means and methods to complete its Scope of Work. Claremont shall not and does not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Subcontractor completing its Scope of Work, which shall be solely the Subcontractor's responsibility under this MSA and each Project Agreement. Claremont shall not be responsible for the actions or the Subcontractor's failure to timely carry out the Scope of Work in the most timely and safest manner possible. Claremont shall not have control over or charge of acts or omissions of Subcontractor, or its agents, suppliers, tier subcontractors, employees, or of any other persons performing portions of the Scope of Work on behalf of the Subcontractor.

**Subcontractor hereby declares and acknowledges that before signing this MSA or any Project Agreement, that he, she, or it has carefully read the same and has examined the Project, the Project Agreement, and any and all construction documents in connection with such Project, and made such investigation of the work required to be done and the material required to be furnished with respect to such Project as to thoroughly understand the same. Subcontractor further agrees that this document was generated with input from both parties and should be construed fairly and evenly and not for or in favor of one party or the other.**

**SECTION 19. SEVERABILITY AND NO WAIVER.** The determination of the invalidity of all or any provision in this MSA or any Project Agreement shall not render the remaining provisions void or unenforceable, and this MSA and each Project Agreement shall thereafter be construed as though such invalid provision were not a part hereof or thereof;

nor shall non-enforcement of any requirement or any provision contained herein or therein be deemed to be a waiver thereof by Claremont, or create a bar to enforcement of said provision or requirement thereafter.

**SECTION 20. CHOICE OF LAW AND VENUE.** This MSA shall be deemed to have been entered into in Harris County, Texas; and it shall be governed and construed in accordance with laws of the State of Texas. Each party irrevocably submits itself to the jurisdiction of the District Court of the State of Texas sitting in Harris County, Texas, or the United States District Court for the Southern District of Texas, and irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined only in and by either of the aforementioned courts.

**SECTION 21. NOTICES.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses set forth below, but each party may change its address by written notice in accordance with this Section 21 to the other party. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after mailing, not counting Sunday.

Notices to Claremont shall be sent to:

Claremont Property Co.  
5555 West Loop South, Suite 100  
Bellaire, Texas 77401

Notices to Subcontractor shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Contact Information:

Accounting Contact  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Insurance Questions  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Emergency Contact  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**NOTE: This document has important legal consequences. Consultation with an attorney prior to execution of this document is encouraged. Some construction prime contracts between Claremont and an Owner may require the use of specialized provisions not included in this form and shall be added as necessary.**

EXECUTED as of the day and year first above written.

**CONTRACTOR:**

**CLAREMONT PROPERTY CO.**, a Texas corporation

By: \_\_\_\_\_  
Keeley Megarity, President

**SUBCONTRACTOR:**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## Subcontractor Safety Affidavit

The Undersigned, \_\_\_\_\_, individual, personally and on behalf of \_\_\_\_\_ hereby acknowledges that it is being retained by CLAREMONT PROPERTY COMPANY (Claremont), under the Master Subcontractor Agreement for the purpose of providing construction related services at various projects in various states. In consideration of the forgoing, it is agreed, understood, and acknowledged that: the following statements are true for the undersigned and anyone from \_\_\_\_\_ whether directly employed by us or not and that may be present on any Claremont project at any time.

1. We properly train our personal in the health and safety methods for each and every scope of work we are contracted to perform.
2. We are aware of each and will conduct ourselves in accordance with all applicable local, state, and federal requirements relating to the protection of personnel, property, and the environment.
3. We are properly trained and equipped under the guidelines set forth by OSHA, EPA, and all other local, state, and federal health and safety requirements.
4. We will immediately notify Claremont of any injury or accident involving our personnel on any project we are working on for Claremont.
5. We will immediately notify Claremont of any property damage or alleged property damage involving our personnel on any project we are working on for Claremont
6. We will immediately notify Claremont of any releases, spills or leaks of materials that are potentially harmful to the environment involving our personnel on any project we are working on for Claremont
7. We agree to allow Claremont representative(s) to participate in any incident investigations and to have access to all our information related to any incident investigations done by us relating to any incident at any Claremont project.
8. I am authorized to make this affidavit for myself and on behalf of my company and agree to comply with each and every obligation listed above.

I sign this under penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone: \_\_\_\_\_



## Subcontractor Affidavit

The undersigned Subcontractor hereby acknowledges that it has been hired as an independent contractor by Claremont Property Co., a Texas corporation (“Claremont”), and the undersigned hereby represents and warrants to Claremont and agrees with Claremont that the following statements are absolutely true and correct:

Subcontractor shall be an independent contractor with respect to Claremont. Nothing contained herein or in that certain Master Subcontractor Agreement (the “MSA”) or any Project Agreement (as such term is defined by the MSA) shall be construed to create the relationship of principal and agent, or of employer and employee, between Subcontractor, any of its employees, agents, representatives, and subcontractors (collectively, the “Subcontractor Parties”) and Claremont. Subcontractor is familiar with all the rules, regulations, requirements and shall timely pay all federal, state or local taxes, unemployment compensation, permits, fees, and licenses required connection with the work or as required by law with respect to the Subcontractor Parties. No withholding for federal or state taxes or the federal insurance contributions act (or similar law, rule, or regulation) will be made from the payments due to Subcontractor under the terms of the MSA or any Project Agreement; and Subcontractor fully understands Subcontractor is solely responsible for the payment of all such taxes and contributions. Further in this regard, Subcontractor agrees to be the responsible party to take withholding and other federal taxes and charges from compensation which it may pay to any of the Subcontractor Employees, Parties, vendors and any other third parties and to deposit and pay such taxes and charges to the Department of the Treasury or other collecting agency.

Subcontractor understands and is familiar with the fact that most of the types of Projects that Claremont works on hires Subcontractor to work on (as such term is defined by the MSA), likely requires Subcontractor to collect, bill and pay sales tax on portions of the amounts billed by Subcontractor. This is Subcontractor’s responsibility to know these laws and Subcontractor hereby agrees to hold Claremont harmless and to indemnify Claremont for any and all claims resulting from Subcontractor’s not complying with these laws. Subcontractor agrees that every invoice submitted to Claremont for any work done under the MSA and Project Agreement includes all sales tax whether listed separately on the Subcontractor invoice or not. Subcontractor shall not in any instance or for any reason have any right to make any claim for sales taxes against Owner or Claremont or any of its affiliates, officers, directors, partners, members, agents or other any persons or entities acting on behalf of Claremont and shall indemnify and hold each of such persons harmless if any such claim is made against Claremont or Owner regarding collection and/or payment of any required sales tax with respect to a Project.

Subcontractor further understands that in the event of any injury or death to any of the Subcontractor, employees, Parties, or affiliates none of the Subcontractor Parties is entitled to make any claim against Claremont or make a claim for worker’s compensation from Claremont.

Subcontractor further agrees and acknowledges that none of the Subcontractor Parties is eligible or entitled to any benefits or programs that Claremont provides to its employees.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Name of Subcontractor Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address of Subcontractor Company: \_\_\_\_\_ Phone: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME by \_\_\_\_\_, the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Entity Name), a \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

STAMP NAME AND DATE OF  
EXPIRATION OF COMMISSION

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_



## **Subcontractor Conflict of Interest Agreement**

### **Recitals:**

The undersigned is hereby advised that Claremont Property Company (Claremont) has a policy in its employee Handbook that prohibits any employee from engaging in or potentially engaging in acts, relationships or agreements that would create a conflict of interest in their employment with Claremont to any outside party.

The undersigned understands and agrees that to become compliant to and remain an approved vendor of Claremont \_\_\_\_\_ (Subcontractor Name) must abide by and will govern itself according to the terms this agreement and the other Claremont vendor agreements.

Subcontractor agrees that valuable consideration is given by Claremont to the Subcontractor by being a Claremont vendor. The undersigned on behalf of themselves and their company covenants and agrees to the following terms and conditions.

### **Terms and Conditions:**

The Subcontractor will not put itself, its ownership, shareholders, partners, managers, employees, or family members in a position that would put or potentially put a Claremont employee in a conflict-of-interest position.

The Subcontractor agrees not to offer, send, or give gifts of any kind to any Claremont officer, director, manager, supervisor, estimator, project manager or employee including their family's "Employee" of any kind more than nominal value (a reasonable lunch, dinner, or gifts less than \$1000.00) and at infrequent intervals (no more than four times a year). A gift is described as anything of value to the employee or to a Subcontractor.

The Subcontractor shall not accept from any employee: (1) loans, (2) any kind of financial interest in the Subcontractor, business interest, venture, investment what so ever that belong to the Subcontractor, its owners, employees or their families in excess of \$1,000.00, (3) any kind of work volume commitment not authorized in writing by a Claremont officer or Legal Director; and (4) accept or engage the receipt of any kind of confidential information proprietary to Claremont.

The Subcontractor shall not work for Claremont if its ownership, or its management or employees are a relative of Claremont Employee. A relative would be an immediate family member,



in-law, uncle, aunt, grandparent, stepfamily member or cousin. This covenant can only be waived in writing by Claremont officer or legal director.

The Subcontractor agrees to immediately disclose to a Claremont officer or legal director any existing or potential conflicts of interest. Failure to disclose a potential or real conflict of interest may result in termination of the Master Subcontractor Agreement along with any Claremont Property Company Work Agreement.

The Subcontractor agrees to be bound by this agreement and agrees to indemnify and hold harmless Claremont or any of its employees for any kind of cost relating to a conflict-of-interest claim brought against the Subcontractor if the Subcontractor or its employees have created or potentially created a conflict of interest.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									



**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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

MM/DD/YYYY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  <b>PRODUCER'S NAME AND ADDRESS</b>	CONTACT NAME: John Doe	FAX (A/C, No): 800-123-4566	
	PHONE (A/C, No, Ext): (800) 123-4567	E-MAIL ADDRESS: johndoe@abcinsurance.com	
INSURED  <b>VENDOR'S NAME AND ADDRESS</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ABC Insurance Company		1111
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			Policy Number	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
X	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			Policy Number	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Policy Number	MM/DD/YY	MM/DD/YY	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Claremont Property Company, INC as Additional Insured, Waiver of Subrogation, Primary Non Contributory. 30 Day NOC as regard GL and Auto and Alternate Employer Endorsement on the WC

**CERTIFICATE HOLDER****CANCELLATION**

Claremont Property Company  
5555 West Loop South, Suite 100  
Bellaire, Tx. 77401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Claremont Property Co. Work Agreement

This Work Agreement (“**Agreement**”) made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ between Claremont Property Co., a Texas corporation (“**Claremont**”) and \_\_\_\_\_, a \_\_\_\_\_ (the “**Subcontractor**”). The General Terms and Conditions of this Agreement and any attachment to this Agreement will be in addition to and supplement the terms and conditions pursuant to that certain Master Subcontractor Agreement by and between Claremont and Subcontractor (the “**MSA**”). For consideration set forth herein and the MSA (as such term is defined herein), Subcontractor covenants and agrees with Claremont as follows:

The project known as \_\_\_\_\_, located at \_\_\_\_\_.

The Subcontractor agrees to furnish all labor, material, and equipment necessary to complete the following:

SAMPLE

(the “**Work**”), according to the plans, if any, and the specifications as further detailed but not limited to in the attached Exhibit A. *in the event additional description is necessary it is done so and made part of the contract and shown on Exhibit A, attached hereto. The inclusion by reference in the prime contract of any proposal, order, invoice, request for proposal, or other document provided or prepared by Contractor, or any subcontractor is merely for convenience of identification of the scope of services or materials provided and any and all other such terms and conditions are expressly not incorporated nor valid for any purpose to the extent they contradict the prime contract.*

The contract price shall be \$ \_\_\_\_\_ Dollars (the “**Contract Price**”). Claremont and Subcontractor further agree that Claremont will pay to Subcontractor the Contract Price in the manner as set forth in the MSA.

Subcontractor agrees to begin the Work no later than \_\_\_\_\_, 202\_\_\_\_, and shall complete the Work by \_\_\_\_\_, 202\_\_\_\_ (the “**Completion Date**”). Subcontractor further agrees the Contract Price shall be reduced by \$ \_\_\_\_\_ for each and every day the Work is completed beyond the Completion Date. Any delays related material availability due to supply chain related issues must be submitted for approval no later than 7 days after the day in which Subcontractor receives the notice from vendor of material delivery being delayed. Notice must include original delivery date and the new delivery date in order to be approved.

The prime contract with the Owner and Claremont calls for a \_\_\_\_\_ percent retainage and as such Claremont will withhold the same percentage of retainage from all payments due Subcontractor.

EXECUTED by the parties as of the day and year first above written.

**CLAREMONT:**

CLAREMONT PROPERTY CO., a  
Texas corporation

By: \_\_\_\_\_  
Authorized Claremont Representative  
Name: \_\_\_\_\_

**SUBCONTRACTOR:**

\_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAMPLE**

**SAMPLE PAY APP FORM**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

PAGE \_\_\_\_\_ OF PAGE \_\_\_\_\_

<b>OWNER NAME AND ADDRESS</b>	<b>PROJECT NAME AND ADDRESS:</b>

APPLICATION DATE:	
APPLICATION NO:	
DRAW PERIOD	
FROM:	
TO:	
PROJECT #:	
CONTRACT DATE:	

Distribution to:

<input checked="" type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Property Management Co
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	Other

**FROM CONTRACTOR:**

Claremont Property Company  
5555 West Loop South, Suite 100  
Bellaire, Texas 77401

**ARCHITECT:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet G703, is attached.

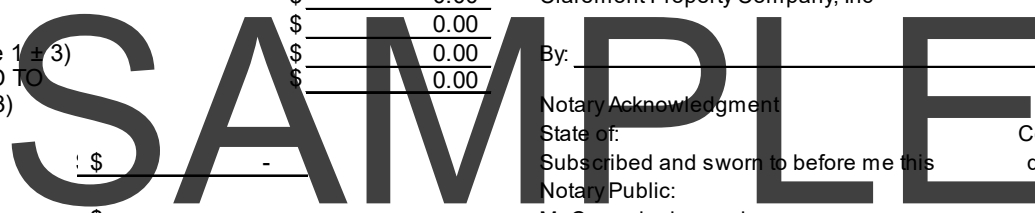
1. ORIGINAL CONTRACT SUM	\$	0.00
2. Net change by Change Orders	\$	0.00
3. Additional Insurance Proceeds	\$	0.00
4. CONTRACT SUM TO DATE (Line 1 + 3)	\$	0.00
5. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00
6. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	\$	-
b. % of Stored Material (Column F on G703)	\$	-
TOTAL RETAINAGE	\$	0.00
7. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate)	\$	0.00
9. CURRENT PAYMENT DUE	\$	0.00
10. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 4 less Line 7)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Signed  
Claremont Property Company, Inc

By: \_\_\_\_\_ Date: \_\_\_\_\_

Notary Acknowledgment  
State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public:  
My Commission expires: \_\_\_\_\_



CHANGE ORDER SUMMARY	ADDITIONS
Total changes approved in previous months by Owner	\$ -
Additional Insurance Proceeds	\$ -
<b>TOTALS</b>	\$ -

**CONTINUATION SHEET**

PAGE

OF PAGE

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION DATE:	1/0/1900
APPLICATION NO:	0

DRAW PERIOD	
FROM:	1/0/1900
TO:	1/0/1900

0

A NO.	B DESCRIPTION OF WORK	Contract Amount ORIGINAL VALUE	CHANGE ORDERS	ADDITIONAL INSURANCE PROCEEDS	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% COMPLETE (G + C)	H FUNDS REMAINING TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1					\$ -				\$ -			
2					\$ -				\$ -			
3					\$ -				\$ -			
4					\$ -				\$ -			
5					\$ -				\$ -			
6					\$ -				\$ -			
7					\$ -				\$ -			
8					\$ -				\$ -			
9					\$ -				\$ -			
10					\$ -				\$ -			
11					\$ -				\$ -			
12					\$ -				\$ -			
13					\$ -				\$ -			
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15					\$ -				\$ -			
16					\$ -				\$ -			
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21					\$ -				\$ -			
22					\$ -				\$ -			
23					\$ -				\$ -			
24					\$ -				\$ -			
25					\$ -				\$ -			
<b>GRAND TOTALS</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -

SAMPLE