

**SUBCONTRACT AGREEMENT FOR SERVICES**

This Subcontract Agreement (Hereinafter referred to as the “Agreement”) is made and entered into by and between:

ULTIMATE BOUNCE N SOUNDS

**[Address]**

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Contract Person: \_\_\_\_\_

\_\_\_\_\_ (Hereinafter referred & referenced as “Contractor”)

**[Address]**

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**RECITALS**

1. This Agreement between ULTIMATE BOUNCE N SOUNDS and Contractor is entered into with the understanding, acknowledgment and approval that Contractor will become an independent contractor for ULTIMATE BOUNCE N SOUNDS and will under NO circumstances be referenced or referred to as an employee of ULTIMATE BOUNCE N SOUNDS.
2. It is further agreed to, understood, and acknowledged the Contractor will supply certain rental equipment or services to the customer on behalf of ULTIMATE BOUNCE N SOUNDS and that at all times the customer shall remain the client of ULTIMATE BOUNCE N SOUNDS. As such, Contractor may NOT solicit, secure, or promote its own services directly to client without the direct written approval of ULTIMATE BOUNCE N SOUNDS. Violation of this section shall

result in the immediate termination of the Agreement, at their sole discretion of ULTIMATE BOUNCE N SOUNDS.

3. Contractor hereby understands, acknowledges and agrees, to perform within the usual customer and practices of the subject industry and further agrees that its performance hereunder shall meet or exceed the requirements of ULTIMATE BOUNCE N SOUNDS with respect to ULTIMATE BOUNCE N SOUNDS code of conduct.

### **PROMISES**

4. **Scope of Work**

5. **Compensation**

6. **Contractor's Familiarity With Scope Of Its Work.**

Contractor hereby certifies and warrants that it is fully familiar with all of the terms of its Scope of Work including without limitation, the job site location; all conditions under which its services are to be performed; all equipment specifications, plans and personnel required for its services; all information provided to Contractor by ULTIMATE BOUNCE N SOUNDS and any other practices, policies and procedures necessary to procure the performance of Contractor's obligated services and performance under this Agreement.

7. **Extent Of Service Provider's Scope Of Its Work.**

Service Provider understands and agrees that it is bound to fully cooperate with ULTIMATE BOUNCE N SOUNDS to ensure that such performance is accomplished accordingly and in compliance with ULTIMATE BOUNCE N SOUNDS 's complete satisfaction.

8. **Confidential Or Proprietary Information.**

Contractor agrees and understands that all information (written or oral) transmitted via any medium to it by ULTIMATE BOUNCE N SOUNDS concerning this Agreement (except that which is in the public knowledge) is confidential or proprietary information, and Contractor hereby agrees not to divulge such information to third parties without the express written permission by ULTIMATE BOUNCE N SOUNDS, or under proper process of law.

9. **No Assignment Or Delegation.**

It is further understood, agreed to, and acknowledged that Contractor agrees not to assign its rights nor delegate its subject duties under this Agreement, without the express written consent of ULTIMATE BOUNCE N SOUNDS. It is further understood that ULTIMATE BOUNCE N SOUNDS has the absolute right to reject any requested assignment or delegation. Any violation of this section shall be grounds for the immediate termination of this Agreement, at the sole discretion of ULTIMATE BOUNCE N SOUNDS.

10. **Compliance With Applicable Laws.**

Contractor agrees to comply with all applicable laws, or regulations, whether federal, state or local, insofar as such laws apply to Contractor's performance of its services required by its Scope of Work under this Agreement.

11. **Permits and Taxes.**

Contractor shall obtain and pay for all permits, fees, licenses and taxes necessary for the performance of its Scope of Work under this Agreement.

12. **Skill, Personnel, Materials And Resources.**

Contractor understands, acknowledges, and agrees that it has the necessary skill, training, resources, materials, plans, specifications, equipment and personnel to perform its Scope of Work under this Agreement.

13. **Contractor As Independent Contractor And As "Employer".**

Contractor agrees that it is an independent contract which has the status of "employer" as defined by the Industrial Insurance, Workers' Compensation, Unemployment Compensation, Social Security Acts and other similar acts of the federal, state and local governments. Service Provider shall withhold from its payroll applicable Social Security taxes, Workers' Compensation and Unemployment Compensation contributions and withholding taxes and pay the same. ENTER YOUR COMPANY NAME HERE shall in no way be liable as an employer of, or on account of, any employees of Contractor. Furthermore, Contractor agrees to indemnify and hold harmless ULTIMATE BOUNCE N SOUNDS for any and all liability under such laws arising from Contractor's

performance under this Agreement, in conjunction with Section 15 of this Agreement.

14. **Termination Or Suspension Of This Agreement**

*1. For Cause*

In the event that either party materially breaches its obligations under this Agreement, the non-breaching party may, upon seven calendar days written notice terminate this Agreement. The non-breaching party does not surrender its other rights or remedies as a result of such termination.

*2. For Convenience of ULTIMATE BOUNCE N SOUNDS*

In the event that ULTIMATE BOUNCE N SOUNDS determines, in its sole discretion, that this Agreement should be terminated for ULTIMATE BOUNCE N SOUNDS 's convenience, ULTIMATE BOUNCE N SOUNDS may, upon seven calendar days written notice terminate this Agreement. In the event of such termination for convenience, Contractor shall be compensated in accordance with the Compensation provision of this Agreement to the point of Notice of termination, but not thereafter.

15. **Indemnity.**

Contractor shall, to the fullest extent permitted by law, indemnify, defend, protect and hold harmless ULTIMATE BOUNCE N SOUNDS, its employees, officers, directors and partners from and against any claims, demands, debts, causes of action, injury, liabilities, losses, damages, costs, expenses (including actual attorneys' fees), awards, court costs, penalties, fines or judgments ("Claims"), resulting from, relating to or arising out of

(a) the performance of the Scope of the Work, (b) breach of the obligations of the Contractor under this Agreement, including, but not limited to, defective equipment or violations of or a failure to comply with any safety order, rule or regulation, (c) any and all liens, stop notices and charges of every type, nature, kind of description which may at any time be filed or claimed against all or a portion of the project, as a consequence of acts or omissions of Contractor or anyone acting under contract for it or on its behalf (d) any other act or omissions with respect to any conduct by Contractor under this Agreement or anyone acting under contract for it or on its behalf or (e) any injuries claimed or sustained by employees of the Contractor in connection with the Contractor's performance of the Scope of Work under this Agreement. The above notwithstanding, (a) Contractor shall not be obligated to indemnify ULTIMATE BOUNCE N SOUNDS, or any other enumerated indemnitee, for any Claim found by a court of competent jurisdiction, on the merits of any litigation, to have been caused by the sole negligence or willful misconduct of the ULTIMATE BOUNCE N SOUNDS, or any other enumerated indemnitee, and (b) Contractor's indemnity obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist under this Agreement or under the law.

Contractor further understands, agrees, and acknowledges, that if any Claim is asserted against ULTIMATE BOUNCE N SOUNDS, by

reason of any services provided by Contractor under this Agreement, giving rise to a duty to defend, whether suit is filed or not, ULTIMATE BOUNCE N SOUNDS shall have the immediate right to elect, in ULTIMATE BOUNCE N SOUNDS 's sole and absolute discretion, whether to contest such Claim, and Contractor shall be required to perform the obligations of Contractor, as set forth above in this paragraph regardless of whether ULTIMATE BOUNCE N SOUNDS elects to contest such Claim. If ULTIMATE BOUNCE N SOUNDS decides to contest such Claim, ULTIMATE BOUNCE N SOUNDS shall have the right to select it's own counsel and to control is own defense, and Contractor shall bear the cost of such defense and otherwise defending such Claim. ULTIMATE BOUNCE N SOUNDS shall have the right, at its option, upon notice to Contractor, to tender its defense to Contractor and to approve or disapprove such counsel as Contractor deems necessary to represent ULTIMATE BOUNCE N SOUNDS in connection with any Claim being the subject of indemnity, and all fees and expenses of such defense shall be the sole responsibility of Contractor.

This indemnity provision shall survive the termination or expiration of this Agreement, and shall not be limited in any way by the amount or type of insurance obtained by anyone whatsoever.

**16. Contractor's Health And Safety Obligations.**

Contractor shall be responsible for providing a healthy and safe workplace and working environment for its employees and retainees during

performance of its Scope of Work under this Agreement. Contractor shall protect the health and safety of its employees, the public and all others from any danger relative to its performance. All tools, equipment, facilities, materials and other items used by the Contractor and its practices employed to accomplish its performance under this Agreement are considered part of the working environment.

17. **Insurance Requirements.**

Contractor agrees to carry and maintain in force at least the following insurances and amounts, all of which are written by insurers who are accepted, approved or on their respective state's LESLI (List of Eligible Surplus Lines Insurance) carriers, in the State where a substantial performance of the scope of work, which is the subject of this Agreement is to be performed:

- a. *Workers' Compensation and Employers' Liability Insurance:*  
Workers' Compensation and employers' liability insurance or similar social insurance in accordance with laws applicable to its employees as required by the State for which jurisdiction resides over this Agreement;
- b. *Commercial General Liability Insurance:* Commercial General Liability Insurance coverage and policy limits of no less than \$1 million per occurrence and \$1 million annual aggregate, which provides coverage for injury, death or property damage, resulting from each occurrence, and coverage for the contractual liability assumed by Contractor under this Agreement;

The additional provisions concerning insurance shall apply:

(a) Contractor agrees to cause ULTIMATE BOUNCE N SOUNDS to be named as an additional insured on the abovementioned commercial general liability policy. Such means shall be accomplished by way of an endorsement officially naming ULTIMATE BOUNCE N SOUNDS as an additional insured party under Contractor's general liability insurance party.

(b) None of the above referenced insurance shall be cancelled or materially changed without thirty (30) calendar days prior written notice being given to ULTIMATE BOUNCE N SOUNDS

(c) Contractor agrees to provide certificates of insurance, memorializing the abovementioned coverages and requirements, and copies of additional insured endorsements issued in ULTIMATE BOUNCE N SOUNDS 's favor, provided, however, that the failure of ULTIMATE BOUNCE N SOUNDS to demand such certificates and endorsements does not effect any waiver of ULTIMATE BOUNCE N SOUNDS 's rights under this Agreement.

(d) Contractor agrees to provide ULTIMATE BOUNCE N SOUNDS with copies of the insurance policies mentioned above upon written request for same by ULTIMATE BOUNCE N SOUNDS.

(e) Contractor agrees not to perform services under this Agreement until the abovementioned insurance coverages are obtained by it and in full force and effect.

18. **Law And Forum Selection**

This Agreement shall be governed by, construed, and enforced in accordance with the laws and regulation of the State of INSERT YOUR HOME STATE.

19. **Agreement Notices.**

Any written notice required or permitted to be given under this Agreement shall be deemed effective when transmitted to the parties listed on page 1 of this Agreement in conjunction with one of the below methods of delivery/communication:

- a. Immediately, upon personal delivery;
- b. Within three (3) business days if transmitted by certified mail, return receipt requested;
- c. Upon the next business day if transmitted by facsimile transmission.

If other media are used to provide written notice, such notices shall be effective upon the receiving party's receipt of same.

20. **Execution By Counterparts.**

This Agreement may be executed in multiple counterparts, and each such executed counterpart shall be deemed an original, but all of which together shall

constitute a single agreement. Facsimile signatures to this Agreement are acceptable and carry with it the same full force and effect as an original signature.

21. **Prevailing Party Attorney Fees.**

In the event a party brings litigation to enforce or construe this Agreement, the prevailing party in any such controversy shall be entitled to recover, in addition to any award or declaration of rights, its reasonable attorney fees and other costs of suit.

22. **Entire Agreement; Modification; Waiver**

This Agreement, and this Agreement as modified by any signed writing executed by the parties, constitute the entire agreement of the parties and supersede any and all prior or contemporaneous written or oral negotiations, understandings and agreements between the parties respecting the subject matter hereof. No waiver of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, and no waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement may only be modified by a signed writing executed by both of the parties, unless otherwise specified herein.

23. **Severability.**

If any provision of this Agreement shall be deemed unenforceable for any reason by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

24. **Records Concerning Service Contractor's Services.**

Contractor agrees to retain all records relating its performance under this Agreement for a period no less than two (2) years after ULTIMATE BOUNCE N SOUNDS's final acceptance of Contractor's performance of its Scope of Work under this Agreement. During Contractor's performance and for the two (2) year period after such final acceptance by ULTIMATE BOUNCE N SOUNDS, ULTIMATE BOUNCE N SOUNDS has the right to review, audit and copy, at all reasonable times, all records in Contractor's files relating in any way to this Agreement, regardless of the medium on which they may be kept or accessed, either in the field or at Contractor's offices.

Dated: \_\_\_\_\_

ULTIMATE BOUNCE N SOUNDS

By \_\_\_\_\_

Dated: \_\_\_\_\_

By \_\_\_\_\_

On Behalf of: \_\_\_\_\_

(Insert Name of Contractor)

