

THE OWNER/BUILDER NETWORK
*** SUB-CONTRACTOR AGREEMENT ***

I, _____
PRINTED NAME OF SUB-CONTRACTOR/SUPPLIER

Company Name: _____

Address (Street, City & Zip) _____

MY TRADE IS _____

I AGREE TO DO THE FOLLOWING WORK ON THE RESIDENCE OF: _____

HOME OWNER'S NAME

LOCATED AT _____

JOB SITE ADDRESS

DESCRIPTIONS OF WORK TO BE DONE:

I WILL SUPPLY ____ LABOR ____ MATERIALS (Describe materials below)

MY TOTAL BID IS \$ _____

I EXPECT _____ DRAW(S) OF \$ _____ EACH (LESS 10 %).

RETAINAGE OF \$ _____) I AGREE TO START WORK ON _____ AND

I EXPECT I WILL BE FINISHED BY _____ MY CREW AND I WILL

PLACE ALL DEBRIS AND SCRAPS MY JOB CAUSES *EITHER* IN A DUMPSTER PROVIDED OR STACK IN ONE PILE OUTSIDE THE HOUSE. I WILL ALSO SWEEP THE INTERIOR OF THE HOUSE WHEN MY CREW AND I ARE FINISHED WITH EACH STAGE OF THE PROJECT WE ARE INVOLVED IN. *IF WE DO NOT DO THE ABOVE YOU MAY KEEP THE 10 % RETAINAGE TO PAY FOR SOMEONE ELSE TO DO IT FOR ME.*

SIGNED _____

SS # if an individual ____ / ____ / ____ Email _____

Address _____ City _____ Zip _____

DATE _____ CONTACT PHONE # _____

PAGER# _____ CELL # _____

***** LIEN RELEASE *****

STATE OF TEXAS

Date _____

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of \$_____ cash / check to the UNDERSIGNED in hand paid by _____ and the

OWNER / BUILDER NETWORK (PPL, LP) the receipt of which is hereby acknowledged, the UNDERSIGNED does hereby **RELEASE AND FOREVER DISCHARGE** _____ and

the **OWNER / BUILDER NETWORK (PPL, LP)** from and to as any and all claims in connection with or as a result of all labor and materials furnished by or for the **UNDERSIGNED** on the above referenced dollar amount on the project located at:

and the **UNDERSIGNED** does likewise hereby **RELEASE AND FOREVER DISCHARGE** the real property being further described as follows:

The _____ Residence.

Check Number: _____ **Invoice Number:** _____
Description of work/materials provided _____

SUPPLIER / SUBCONTRACTOR _____

Signed By: _____

Printed name of above signer: _____

TAX ID OR SOCIAL SECURITY # _____ DRIVERS LICENSE # _____

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF TEXAS

The foregoing Release was acknowledged before me on the _____ day of _____
20 _____ by _____

Seal

NOTARY PUBLIC, STATE OF TEXAS

(CORPORATE ACKNOWLEDGMENT)

STATE OF TEXAS

The foregoing Release was acknowledged before me on the _____ day of _____
20 _____ by _____ (Title) _____ of _____
_____ on behalf of said corporation.

Seal

NOTARY PUBLIC, STATE OF TEXAS

INSURANCE WAIVER AND RELEASE OF LIABILITY

I, _____, of _____,

as

partial consideration for the right and opportunity to participate and work on the construction project to be conducted at _____

_____ in _____ County, Texas, do hereby waive and release _____,

the owners of the property described above, and PPL, LP dba Owner Builder Network from liability for any and all claims and causes of action which I or any of my workers may have as a result of any personal injury or property damage which I/we may sustain while working on the construction project at the property described above. I further acknowledge that I/we are working on this project as an independent contractor, and that I solely control the manner and means by which the work I/we are doing is being performed.

I agree to indemnify the owner / contractor _____ and PPL, LP dba Owner Builder Network for any legal actions I might bring against them.

THIS RELEASE AND WAIVER OF CLAIMS APPLIES TO ALL PERSONAL INJURIES AND PROPERTY DAMAGES RESULTING FROM ANY CAUSE, INCLUDING THE ACTS AND OMISSIONS OF THE OWNERS OF THE PROPERTY WHICH DIRECTLY OR INDIRECTLY CAUSE OR CONTRIBUTE TO THE CAUSE OF THE INJURY OF DAMAGE RELEASED.

PARTICIPANTS NAME	SIGNATURE	DATE
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PARTICIPANTS NAME	SIGNATURE	DATE
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PARTICIPANTS NAME	SIGNATURE	DATE
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PARTICIPANTS NAME	SIGNATURE	DATE
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TEXAS WORKERS' COMPENSATION COMMISSION
Southfield Building, 4000 south IH-35
Austin, Texas 78704

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

Texas Workers' Compensation Act, Texas Labor Code, Section 406.121(2) defines "independent contractor" as follows: (1) "independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who ordinarily: (A) acts as the employer of any employee of the contractor by paying wages, directing activities, and performing other similar functions characteristic of an employer-employee relations; (B) is free to determine the manner in which the work or service is performed, including the hours of labor or of method of payment to any employee; (C) is required to furnish or have his employees, if any, furnish necessary tools, supplies, or materials to perform the work or service; and (D) possesses the skills required for the specific work or service.

AGREEMENT BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR
TO ESTABLISH INDEPENDENT RELATIONSHIP

Notice of Agreement

The undersigned General Contractor and the undersigned Subcontractor hereby declare that:

- (A) the Subcontractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.121;
- (B) the Subcontractor is operating as an independent contractor as that term is defined under Section 406.121 of the Act;
- (C) the Subcontractor assumes the responsibilities of an employer for the performance of work; and
- (D) the Subcontractor an the Subcontractor's employees are not employees of the General Contractor for purposed of the Act.

TERM (DATES) OF AGREEMENT: FROM: _____

TO: _____

Name of General Contractor	Name of Subcontractor
LOCATION OF EACH AFFECTED JOB SIT (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):	Estimated number of employees affected: _____
_____	THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED

General Contractor's Affirmation

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

_____ Federal Tax I.D. Number

Signature of General Contractor	Date	Address (Street)
_____	_____	_____
Printer Name of General Contractor		Address (City, State, Zip)
_____		_____

Subcontractor's Affirmation

_____ Federal Tax I.D. Number

Signature of Subcontractor	Date	Address (Street)
_____	_____	_____
Printed Name of Subcontractor		Address (City, State, Zip)
_____		_____

Three copies of this form must be completed. This agreement must be filed by the General Contractor with the workers' compensation insurance carrier of the General Contractor within 10 days of the date of execution. The original must be filed with insurance carrier by PERSONAL DELIVERY OR REGISTERED OR CERTIFIED MAIL. Both the General Contractor and the Subcontractor must also retain a copy of the agreement.

**AUTHORIZATION
TO CHANGE
SUBCONTRACTOR
ORIGINAL BID PRICE**

SUBCONTRACTOR _____

REPRESENTATIVE _____ TRADE _____

AT THE RESIDENCE OF _____

LOCATED AT _____

ORIGINAL BID DATE _____

REASON FOR BID CHANGE:

THE COST OF THE CHANGE IS \$ _____ WHICH INCLUDES
LABOR AND _____ MATERIALS.

* * * Describe payment arrangements:

SUBCONTRACTOR SIGNATURE _____ DATE _____

OWNER / BUILDER SIGNATURE _____ DATE _____

IMPORTANT NOTICE: THIS PRICE CHANGE WILL NOT BE HONORED WITHOUT
SIGNATURE.

AUTHORIZATION DATE OF PRICE CHANGE _____