

**CHEEP LAWNMOWING LLC
SUBCONTRACT AGREEMENT**

The following is a contract between Cheep Lawnmowing LLC, hereafter referred to as CONTRACTOR and _____, hereafter referred to as SUBCONTRACTOR.

I. TERM: The Contract shall begin on _____, and continue in effect for 1 year in which time it will automatically renew unless thirty (30) days written notice has been given to the other party.

II. CANCELLATION: The SUBCONTRACTOR may cancel this contract any time with twenty (20) days written notice delivered to the CONTRACTOR'S office at 9835 E. Plentywood Rd., Bentonville, AR 72712. The CONTRACTOR may cancel this contract with twenty (20) days written notice to SUBCONTRACTOR or immediately if SUBCONTRACTOR breeches any portion of this contract.

III. NO EMPLOYMENT RELATIONSHIP: SUBCONTRACTOR shall perform all Work as a Subcontractor. Nothing contained herein or in any Work Order shall be construed to create an employee/employer relationship. SUBCONTRACTOR and its employees and subcontractors shall waive any claim for, and shall indemnify Cheep Lawnmowing LLC, for, any taxes, employee benefits, or similar claims in the event that SUBCONTRACTOR is deemed an employee for any reason by any entity for legal or insurance purposes. Cheep Lawnmowing LLC, and SUBCONTRACTOR agree that nothing in this Agreement or the actions of the parties shall create an employer/employee relationship between SUBCONTRACTOR and Cheep Lawnmowing LLC. Should SUBCONTRACTOR ever be classified as an employee of Cheep Lawnmowing LLC, by any government agency or insurance auditor for any reason, SUBCONTRACTOR agrees to indemnify Cheep Lawnmowing LLC, for all fees, charges, fines, taxes, penalties, incurred on SUBCONTRACTOR'S behalf. SUBCONTRACTOR further agrees to waive any claim of employee rights such as, without limitation, health benefits, 401k participation, bonuses, unemployment insurance, tax withholding, worker's compensation coverage and/or meal or rest period claims.

IV. SCOPE: The SUBCONTRACTOR shall perform work and/or jobs relating to or pertaining to the following: lawn mowing and landscaping services. See attached document labeled Exhibit A.

V. COMPENSATION: See attached rate sheet labeled Exhibit B.

VI. PAYMENTS: CONTRACTOR shall make payment available to SUBCONTRACTOR on the first Friday following one (1) week from completion of those jobs. If contract is cancelled early or cancelled without notice then final payment will be retained till the original expiration of the contract to ensure charge backs do not occur or to offset charge backs.

VII. DEADLINES: SUBCONTRACTOR shall complete every job by the deadline stated for each individual job, unless an extension is granted due to weather delays or a natural disaster.

VIII. ABSENTEE: If SUBCONTRACTOR is ever unable to perform a job due to illness or for any other reason then SUBCONTRACTOR shall arrange and schedule someone to substitute for them. Contractor shall charge the rate of one hundred dollars (\$100) an hour to finish SUBCONTRACTOR'S jobs.

IX. DRUG FREE WORK PLACE: The use of tobacco, alcohol and any controlled substances are strictly prohibited on any customer's or CONTRACTOR'S property. SUBCONTRACTOR shall not use any illegal substances during the term of this contract.

X. CRIMINAL BEHAVIOR: By signing this contract, the SUBCONTRACTOR states that he/she has no active warrants and will not be associated with any criminal behavior for the entire term of this contract.

XI. TRASH REMOVAL: SUBCONTRACTOR shall remove or dispose of any trash from customers' and CONTRACTOR'S property prior to leaving the property. CONTRACTOR shall charge the rate of one hundred dollars (\$100) an hour to pick up SUBCONTRACTOR'S trash.

XII. PROPERLY IDENTIFYING YOU WHILE PERFORMING WORK: SUBCONTRACTOR will be issued shirts/uniforms. These must always be worn while performing work for Cheep Lawnmowing LLC to properly identify you to clients, neighbors and authorities. The twenty dollar (\$20) cost of these shirts/uniforms will be deducted from the SUBCONTRACTOR'S first check and will be the SUBCONTRACTOR'S to keep.

XIII. TAXES: SUBCONTRACTOR agrees to accept full responsibility for and agrees to indemnify and hold Cheep Lawnmowing LLC, harmless for the payment of any and all taxes that may be lawfully due from the SUBCONTRACTOR to any governmental entity including, but not limited to, income taxes, FICA, or other withholding taxes, franchise tax, etc.

XIV. INSURANCE. SUBCONTRACTOR agrees to carry and maintain the following insurance and limits:

1. Automobile Bodily Injury and Property Damage Coverage with limits of \$100,000 per person / \$300,000 per occurrence for Bodily Injury and \$100,000 for property damage

2. General Liability with a minimum limit of \$1,000,000/\$2,000,000 shall be maintained during the term of this contract

3. Workers Comp Insurance or a waiver shall be maintained during the term of this contract.

XV. INDEMNIFICATION: The Subcontractor hereby indemnifies and agrees to hold Cheep Lawnmowing LLC, harmless from any and all claims, costs, demands, causes of action or expenses arising out of or in any way related to the Work or any breach of this Agreement by the SUBCONTRACTOR'S employees, suppliers, laborers or subcontractors.

XVI. DAMAGES: SUBCONTRACTOR shall be liable for the parts/materials and labor for any damages both to customers' and CONTRACTOR'S property caused by carelessness, misuse, abuse and/or negligence. Contractor shall charge the rate of one hundred dollars (\$100) an hour to fix damages caused by SUBCONTRACTOR that SUBCONTRACTOR refuses to fix.

XVII. COMPLAINTS ARISING FROM CUSTOMERS: SUBCONTRACTOR shall promptly address any questions, concerns and/or complaints arising from customers

XVIII. LOST CUSTOMERS: SUBCONTRACTOR shall reimburse CONTRACTOR for the value of any customers lost due to the fault of the SUBCONTRACTOR directly or indirectly from having to post pone jobs and reassign contractors for SUBCONTRACTOR'S failure to complete jobs by deadlines.

XIX. PHOTO/GPS EVIDENCE. Contractor shall use the Service Auto Pilot cellular phone application to document arrival and departure times and to photograph preexisting damages and/or conditions and to photograph the yard after the work is done. The cost of this app is twenty dollars (\$20.00) a month and will be deducted at the rate of five dollars (\$5.00) a week from SUBCONTRACTOR'S check. If subcontractor is working exclusively for Cheep, Lawnmowing LLC, and mowing more than one hundred (100) yards a week then the costs for this phone application will be paid for by CONTRACTOR as a bonus to SUBCONTRACTOR. Photographs must include the whole front yard, whole back yard, sidewalk edging and the flower beds/bushes. Additional

photographs may be needed for non mowing jobs including before and after photographs for landscape jobs. If photographs are not submitted then there will be no pay for that yard/job. NO EXCEPTIONS!

XX. FAILURE TO PROPERLY COMPLETE WORK ORDER RESULTS IN RIGHT TO OFFSET. If, after claimed completion of a Work Order, it becomes apparent that work on the Work Order was not in fact performed, or was performed improperly, then Cheep Lawnmowing LLC, shall be entitled to require SUBCONTRACTOR to make the corrections necessary, or, in Cheep Lawnmowing LLC's, sole discretion, may appoint another subcontractor to perform the required work. The costs associated with the corrective work for SUBCONTRACTOR'S improper performance shall be paid to Cheep Lawnmowing LLC, by SUBCONTRACTOR or, alternatively, said amounts may be offset or charged against amounts payable to SUBCONTRACTOR under other Work Orders on other properties. Contractor shall charge the rate of one hundred dollars (\$100) an hour to fix or finish SUBCONTRACTOR'S jobs.

XXI. COMPLAINTS ARISING FROM SUBCONTRACTOR:

SUBCONTRACTOR shall address any issues directly with the CONTRACTOR and shall not communicate or post details of any issues with the media or online and shall not contact any government agencies for the lifetime of the SUBCONTRACTOR.

XXII. DISPUTES AND ARBITRATION: All disputes shall be governed by Arkansas law without regard for to the principles of conflicts of law. It is hereby agreed that **ALL DISPUTES** shall be referred to arbitration. Said mediation shall occur in Bentonville, Arkansas unless the parties agree otherwise. The costs of the mediator and any filing fees will be split equally between Cheep Lawnmowing LLC, and SUBCONTRACTOR. The Arbitration service shall appoint arbitrator agreed by the parties for arbitration in accordance with the terms, rules and procedures in place for the arbitration service. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Any remedy shall include the award of reasonable attorney fees as awarded by the court, arbitrator or through settlement.

XXIII. WAIVER OF BENEFITS OF ANY MECHANICS' LIEN LAWS:

SUBCONTRACTOR expressly waives the right to assert any mechanics' lien or similar lien, however denominated, against any property upon which it performs work. SUBCONTRACTOR will waive the right to lien the property and agree to resolve conflicts through Mediation.

XXIV. COMMUNICATIONS: SUBCONTRACTOR shall not communicate with a client outside the scope of the work. SUBCONTRACTOR shall not solicit other products or services to clients except those of Cheep Lawnmowing LLC.

XXV. WAIVER: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

XXVI. MODIFICATION OR AMENDMENT: No amendment, change or modification of this Agreement shall be valid unless submitted in writing and sign by both parties herein.

XXVII. ENTIRE UNDERSTANDING: This document and any exhibits attached constitute the entire understanding and Agreement of both parties herein, and hereby render any and all previous Agreements, contracts, and representations null and void in their entirety and are of no further force or effect.

XXVIII. UNENFORCEABILITY OF PROVISIONS: If any provision of this Agreement or portion thereof, is held to be invalid and unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

XXIX. HEADINGS: Section headings are not to be construed as a part of this Agreement and are not intended to be a full and accurate description of the contents therein.

XXX. DRAFTING OF THIS AGREEMENT: This Agreement is expressly negotiable. Both parties acknowledge that they have instituted changes to this Agreement, or have been afforded that opportunity and accepted this Agreement without changes. Therefore, no presumption against the drafter of the Agreement shall exist.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES. THIS IS A WAIVER OF YOUR RIGHT TO A JURY TRIAL. THIS IS A WAIVER OF YOUR RIGHT TO FILE A SMALL CLAIMS COURT ACTION.

Cheep Lawnmowing LLC

By: _____
Owner

Date: _____

Address for Notices:
9835 E. Plentywood Rd.
Bentonville, AR 72712
Phone: 479-464-5059
Email: info@cheeplawnmowing.com

"Subcontractor": _____

By: _____
Title: _____

Date: _____

Address for Notices:
Address: _____

Phone: _____
Email: _____

EXHIBIT A

Scope of work for Lawn Mowing

Lawn mowing includes cutting the grass with an approved lawn mower, trimming/weed eating around houses, trees, landscaping and fences, edging along side walks, curbs, driveways and other concrete surfaces, and blowing off the street and other paved surfaces, fences, window ledges, landscaping and door steps. If there are any complaints on the quality of service then subcontractor must redo the work or forfeit pay for that job.

I have read and understand the scope of work for lawn mowing jobs.

Sign and date

EXHIBIT B

Pay Rates

<u>Yard rating</u>	<u>Pay</u>	<u>Pay - Exclusive</u>
#1	\$15.00	\$15.00
#2	\$17.00	\$18.00
#3	\$19.00	\$21.00
#4	\$21.00	\$24.00
#5	\$23.00	\$27.00
#6	\$25.00	\$30.00

Exclusive contractors shall receive first dibs on yards and also shall receive an additional \$1 per yard per mow on yards they get.

Both exclusive and non exclusive contractors who mow 100 yards a week or more for us will be paid an additional \$1 per yard for every yard mowed.