



Date _____	Vendor# _____
Name of Company _____	Corp. (Yes)(No) Sole Proprietorship (Yes)(No) _____
Social Security Number _____	
Name of Owners _____	And/or officers _____
Home Address _____	Home Phone () _____
City _____	State _____ Zip Code _____
Business Address _____	Business Phone () _____
City _____	State _____ Zip Code _____
Insurance Company (Workmen's Compensation) _____	
Policy Number _____	Agency _____
Community _____	

RNL Homebuilders and Subcontractor agree as follows:

1. Attached is a part of this Agreement is a signed price list submitted by Subcontractor for the work to be performed, which includes progress payments, if applicable, and all other charges proposed by Subcontractor. Subcontractor's charges under this Agreement can be changed only after giving RNL Construction at least ten (10) days written notice shall be applicable to new jobs started after the ten (10) day notice period.
2. RNL Construction will issue Work Order to Subcontractor from time to time for the work to be performed and the terms of this Agreement shall be applicable I their entirety to such Work Orders.
3. Subcontractor expressly agrees and warrants that:
 - All work will be performed in a good and workmanlike manner in accordance with standard industry practice and any specifications supplied by RNL Construction.
 - All labor and material will (i) meet or exceed FHA, VA and local building code requirements and (ii) be free from defects for a period of at least one year from the date of transfer of the home to the buyer of the home;
 - In the event of any defect, Subcontractor will repair such defect within ten (10) hours if required by RNL Construction, and in no event more than 72 hours after notice of such defect;
 - Subcontractor is familiar with, and that in connection with al work performed pursuant to this Agreement it will fully comply, the federal Occupational Safety and health Act and all applicable rules, standards and regulations of the Occupational Safety and Health Administration (OSHA). Subcontractor further warrants that it will take all appropriate steps to provide a safe workplace for its employees and the employees of other employers at the worksite, and agrees that it is responsible for immediate abating any hazard(s) or unsafe condition(s) created and/or discovered by Subcontractor.
 - Subcontractor will indemnify and hold harmless RNL Construction from (i) all damages of losses arising from the performance of the work by the Subcontractor under this Agreement and (ii) any and all fines or penalties assessed for violations of any OSHA standard(s) where the hazard(s) in question were either created by, of could have been corrected/abated by Subcontractor, Subcontractor further expressly agrees to indemnity RNL Construction for the full cost of abatement of any hazard(s) or unsafe condition(s) (as determined solely by RNL Construction in RNL Construction's reasonable judgment) which are corrected by RNL Construction and which were created or corrected by Subcontractor. Subcontractor further warrants that it maintains a written safety program, a copy of which will be provided to RNL Construction upon request. Subcontractor agrees to immediately report to RNL Construction (1) all injuries or illnesses sustained at the worksite by any of its employees and (2) the existence of any hazard or unsafe condition, or any suspected hazard or unsafe condition.
 - Subcontractors shall be solely responsible for the means, methods, techniques, sequences or procedures, and the safety precautions incident thereto in performing work under this Agreement. Subcontractor's efforts will be directed towards providing assurance to and for RNL Construction that all completed work will conform to the plans and specifications.
 - The jobsite(s) will be kept reasonably neat at all times and Subcontractor shall thoroughly clean the job site(s) upon completion of the work and remove all refuse.

- Subcontractor has insurance, and will furnish copies of the policies requested by RNL Construction, covering workman’s compensation and general liability of at least \$1,000,000 per occurrence/\$ 2,000,000 Products and Completed Operations;
- Subcontractor is solely responsible for withholding social security and unemployment taxes for all the personal performing work for Subcontractor under this Agreement.

4. RNL Homebuilders shall not be responsible for the acts of omissions of Subcontractor or any of the Subcontractor’s agents or employees of any other person performing any work under this Agreement. Neither RNL Construction’s authority to perform any act under this Agreement nor any decision made by RNL Construction to act or refrain from acting shall give rise to any duty or responsibility of RNL Construction to Subcontractor, any of its agents, employees, or any other person performing work under this Agreement.

5. It is expressly understood that this Agreement is between RNL Construction and an independent contractor. No employer-employee relationship is intended or established by this Agreement is between RNL Construction and an independent contractor or its employees, agents or other people performing work under this Agreement.

6. No payment will be made for incomplete or incorrect work. Outstanding invoices over 90 days will not be paid.

7. In the event of breach of this Agreement by Subcontractor, RNL Construction shall give Subcontractor 48 hours notice to cure such breach. If Subcontractor fails to cure the breach within such period, RNL Construction may terminate this Agreement and retain all sums due Subcontractor and Subcontractor waives any right to liens on any job not fully performed. This remedy is in addition to and not in lieu of, any and all remedies at law available to RNL Construction.

This Agreement and attachments constitutes the entire Agreement between the Parties and can be amended only by further written Agreement of the parties of Work Orders issued by RNL Construction.

EXECUTED this ____ day of _____ 20____

RNL Homebuilders, LLC

By _____, _____ Title
 By _____, _____ Title

Contractor

By

See attached Contract Addendum for Pricing for more information.

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION (TDI-DWC)
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

DO NOT SEND THIS AGREEMENT TO TDI-DWC

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 relationship; (B) is free to determine the manner in which the work or service is performed, including the hours of labor or 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 and the Subcontractor's employees are not employees of the General Contractor for purposes of the Act.

TERM (DATES) OF AGREEMENT: FROM: _____
TO: _____

Name of General Contractor

Name of Subcontractor

LOCATION OF EACH AFFECTED JOB SITE (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.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.122 (b).

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)

Printed 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)

The General Contractor should retain the original. The Subcontractor should also retain a copy of the agreement. This form may be provided to the insurance carrier.





CERTIFICATE OF LIABILITY INSURANCE

OP ID: BS

DATE (MM/DD/YYYY)

09/17/2018

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 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	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Your company name and address	INSURER A:	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			PCG20016436-05	08/21/2018	08/21/2019	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO							\$	
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR						\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$	
	<input type="checkbox"/> DEDUCTIBLE						AGGREGATE	\$	
	<input type="checkbox"/> RETENTION \$							\$	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

CERTIFICATE HOLDER  <p>RNL Homes PO Box 3245 Bryan, TX 77805</p>	CANCELLATION 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: _____

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