



**Capitol Light Maintenance**

## **THE CAPITOL LIGHT MAINTENANCE (CLM) SUBCONTRACTOR AGREEMENT**

Terms of Agreement: \_\_\_\_\_

This agreement is made by and between Capitol Light Maintenance, LLC (the General Contractor), having a place of business at 270 Locust Street Hartford, Connecticut 06141 and the Subcontractor specified on page 1 of the Tradesman Data Application attached hereto.

### **Article 1: Non-Competition**

During the term of this agreement and for twelve (12) months after termination by either party, the Subcontractor shall not solicit or accept work from any person, firm, corporation or other entity for whom Subcontractor has performed electrical maintenance services directly or indirectly through the General Contractor by virtue of this agreement or for whom either party has provided electrical maintenance services within the preceding (12) months.

### **Article 2: Non-Disclosure**

2.1 During the term of this agreement, the Subcontractor may become aware of certain methods, practices and procedures with which the General Contractor conducts and markets its business, all of which the General Contractor and Subcontractor agree are proprietary information and as such are trade secrets.

2.2 Subcontractor will not at any time during the term of this agreement or thereafter, divulge, furnish or make available directly or indirectly to any person, firm, corporation or other entity any trade secrets or proprietary information of the General Contractor. Subcontractor agrees that all such matters and information shall be kept strictly and absolutely confidential.

2.3 Upon expiration or sooner termination of the term of this agreement, Subcontractor shall immediately surrender and deliver to the General Contractor all lists, books, records, memoranda and data of every kind relating to all proprietary information, trade secrets, customers and all property belonging to the General Contractor and shall not keep or retain any copies thereof or any notes or records concerning the same.

2.4 Subcontractor acknowledges that the General Contractor will be required from time to time to enter into agreements with clients regarding confidentiality, protection of proprietary rights, non-disclosure,

2.5 Subcontractor acknowledges that such a breach of any of the provisions of this article may result in continuing and irreparable damage to the General Contractor for which there may be no adequate remedy at law and that the General Contractor, in addition to all other relief available to the General Contractor shall be entitled to the issuance of an injunction restraining the Subcontractor from committing or continuing any breach of this article. intellectual property, trade secrets and the like and agrees to abide and be bound by these agreements upon notice of such agreement(s) from the General Contractor.

2.6 The General Contractor shall bill all clients and collect all charges and fees collected for services performed and/or materials supplied by Subcontractor to the clients of the General Contractor for whom the Subcontractor has performed work for in conjunction with and / or previously authorized by the General Contractor.

### **Article 3: Hold Harmless Agreement**

3.1 The Subcontractor hereby agrees to indemnify and defend and hold harmless, the General Contractor, its affiliates, clients, owners, agents and authorized representatives from and against any and all losses, suits, actions, legal and administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs, and expenses of whatsoever kind of nature whether arising before or after completion of any work by Subcontractor for third parties hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of action, omission, fault or negligence, whether active or passive, of Subcontractor, or of anyone acting under its direction or control or in its behalf in connection with or incident to the performance its duties and responsibilities under this contract. Subcontractor's aforesaid indemnity and hold harmless obligations, or portions or applications thereof shall apply to the fullest extent permitted by law.

### **Article 4: Insurance Requirements**

Subcontractors shall carry \$2,000,000.00 single limit comprehensive public liability insurance and \$1,000,000.00 umbrella coverage along statutorily required with worker's compensation coverage. If your state does not require you to have worker's compensation you must submit a notarized worker's compensation waiver which is enclosed in this package.

Subcontractor shall name General Contractor as an additional insured in its insurance policy, shall include a standard waiver of subrogation clause whereby Subcontractor's insurance carrier shall not seek to subrogate against General Contractor in the event it pays a claim arising under Subcontractor's coverage. Subcontractor shall also name anyone named as an additional insured in General Contractor's policy or anyone General Contractor may be required to defend and/or indemnify through a contract or agreement of whom General Contractor furnished Subcontractor.

Subcontractor shall be solely responsible for compliance with all applicable federal, state and local codes, ordinances and regulations in the performance of any work.

### **Article 5: Termination**

General Contractor reserves the right to terminate this agreement at any time with our without cause upon thirty (30) days prior written notice to Subcontractor. During the term of this agreement, General Contractor makes no representations as to the amount of business, number of clients or number of assignments which General Contractor will refer to Subcontractor.

### **Article 6: No Employment Relationship**

Subcontractor represents and agrees that it is not the intention of this agreement to establish an employment relationship of any sort with General Contractor. In the performance of assignments which General Contract makes available to it during the term of this Agreement, Subcontractor shall act as an independent contractor throughout.

**By your signature you acknowledge and accept that you must adhere to all of the policies, regulations, and conditions of General Contractor which have been communicated to you. You are not to proceed with any work without a written purchase order from General Contractor.**

President / Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Federal ID / EIN#: \_\_\_\_\_