Cube Construction LLC Subcontractor Agreement

Contractor Agreements | April 25, 2026

Prepared For:
George Colev
Client:
Cube Constuction
Binder:
Contractor Agreements
Document:
Cube Construction LLC Subcontractor Agreement
Document Date:
April 25, 2026
Prepared By:
Diamante Strategic Consulting Srl
Author:
Sir. Malcolm Walker
Manager:
Mariana Savulescu
Subject:
Records formal approvals, authority, and governance actions for Cube Constuction.

CONFIDENTIAL WORK PRODUCT - INTERNAL CLIENT USE

This document is prepared as consulting work product for corporate governance and compliance recordkeeping.

Final legal review by licensed counsel is recommended prior to execution or filing.

Document Metadata & Compliance Summary

Where to store it?
File in Core Governance / Minutes and Resolutions within the Contractor Agreements binder.

Why is it important to the structure?
Records formal approvals and governance actions that validate authority, continuity, and post-transfer control for Cube Constuction. Jurisdiction(s): Florida, United States.

What is the document function?
Documents consent-based approvals, ratifications, and governance authorizations.

Who is it relevant to in the corporate or trust structure?
Member, manager, trustees, counsel, auditors, banks, and diligence reviewers.

What compliance elements is the document used for?
- Solving Audit Gaps
- By Law Compliance
- Authority support
- Corporate formalities

Print control note: Using the Print Filled Form button prints pages 2 onward so the coversheet does not print.

Cube Construction LLC License # CGC1536194

contactus@cubeconstructionfl.com

(407) 452-8179

THIS SUBCONTRACTOR AGREEMENT ("Agreement"), between CUBE CONSTRUCTION~~N, LLC and~~

Name of Subcontractor: _____

And

CUBE CONSTRUCTION LLC

5253 N POWERS DRIVE

ORLANDO, FL 32818

407-452-8179

(herein called "CUBE CONSTRUCTION LLC")

CUBE CONSTRUCTION AND CUBE CONSTRUCTION LLC agree as follows:

1. Scope of Work:

1.1. All work performed by Subcontractor for CUBE CONSTRUCTION LLC shall be subject to this Agreement.

1.2. The work to be performed hereunder (the "Work") is the labor, permits, services,

materials, equipment, transportation and facilities furnished by the Subcontractor that are necessary to perform the work on the Project in accordance with the specifications of the scope of work or estimate incorporated as Exhibit "A". It is understood that CUBE CONSTRUCTION LLC is not obligated to award any work on specific property to the Subcontractor, does not guarantee any quantity of work to the Subcontractor and may at its sole option retain others to perform work similar to the Work to be performed hereunder at any job location in addition to or in place of Subcontractor.

1.3. CUBE CONSTRUCTION LLC shall have the right to determine the time, order and priority in which all components of the Work shall be performed, and all matters relative to the timely and orderly conduct of the Work. CUBE CONSTRUCTION LLC will issue work orders either in writing or verbally from an authorized representative to commence the Project, and Subcontractor shall not commence the work until Subcontractor has received instructions to begin the Work at a specific job location. Subcontractor shall commence the Work no later than three (3) days from notice to proceed from CUBE CONSTRUCTION LLC or until such date as has been agreed to for the particular job, and if such work is interrupted at the direction of CUBE CONSTRUCTION LLC, subcontractor shall resume such work within two (3) working days from CUBE CONSTRUCTION LLC's direction to resume. The Subcontractor agrees that CUBE CONSTRUCTION LLC has the right to make changes to the schedule of Work at CUBE

CONSTRUCTION LLC's discretion and agrees to comply with such changes.

2. Payment Terms/Pricing:

2.1 Payment shall be provided in accordance with the following payment schedule: All invoices properly submitted by the 1st of the month will be processed and mailed by the 15th of the month. All invoices properly submitted bythe15th of the month will be processed and mailed by the 30th of the month.

2.2 The Subcontractor shall, at his or her own expense, shall submit to CUBE CONSTRUCTION LLC release of all mechanics and material liens and manufacturer and warranty materials prior to final payment.

2.3 The price to be paid for Work performed under this agreement will be agreed to for each individual job in accordance with either bids submitted by Subcontractor and agreed to in advance by CUBE CONSTRUCTION LLC or based on estimates supplied by CUBE CONSTRUCTION LLC.

3. Independent Contractor Status/Subcontractor's Employees:

3.1 In making and performing this Agreement, the parties are acting and shall act as independent contractors. Neither party is, nor will be deemed an agent, legal representative, joint venture, or partner for any purpose. Under no circumstances is Subcontractor or its employees an employee of CUBE CONSTRUCTION LLC. Subcontractor shall perform all work for CUBE CONSTRUCTION LLC as an independent contractor and shall have the sole right to control the performance of the Work except that the Work must be performed in accordance with this Agreement. Subcontractor shall be responsible for the performance of its employees and all personnel used by Contractor and shall be solely responsible for withholding, Social Security, state unemployment and any other taxes or liabilities for its employees and representatives.

4. Completion Date; Time is of the essence:

4.1 Subcontractor's acceptance/commencement of the Work shall be deemed as Subcontractor's agreement to complete the Work by the completion date and in accordance with the specifications given by CUBE CONSTRUCTION LLC.

4.2 The parties understand and agree that time is of the essence. Subcontractor shall prosecute work in a prompt and diligent manner whenever the work or any part of it becomes available or at such other times as CUBE CONSTRUCTION LLC may direct. The subcontractor shall endeavor to promote the general progress of the Project.

4.3 All work completed by Subcontractor shall be inspected by CUBE CONSTRUCTION LLC prior to acceptance by CUBE CONSTRUCTION LLC. CUBE CONSTRUCTION LLC shall have the right to inspect the Work at any time, but such inspections shall not be construed as a waiver of any obligations, representations, or warranties of Subcontractor as to the Work. Subcontractor shall be responsible for inspecting any work of any other contractor that may affect Subcontractor's own Work and shall report in writing to CUBE CONSTRUCTION any defects prior to commencement of WORK.

4.4 No claim or dispute shall interfere with the progress of Work, including any claim for extra or changed work. Subcontractor shall proceed with Work as directed by CUBE CONSTRUCTION LLC and then submit any dispute for resolution in accordance with this Agreement.

5. Change Orders/Amendment to the Scope of Work

5.1 Subcontractor shall not make any changes to the scope of work identified in Exhibit "A". However, Subcontractor may request to amend the scope of work to reflect information and/or updates during the course of performing work. CUBE CONSTRUCTION LLC will not pay for any Additional Work performed unless it has been approved in writing by CUBE CONSTRUCTION LLC.

5.2 The substitution of products and materials by the Subcontractor must be approved in writing by the homeowner and CUBE CONSTRUCTION LLC for the Project, and a copy of the homeowner's consent must be provided to CUBE CONSTRUCTION LLC.

6. Insurance:

6.1 The Subcontractor, at his or her own expense, shall obtain and maintain in full force and effect, without interruption during the Project the following minimum levels of insurance – proof of which shall be provided to CUBE CONSTRUCTION LLC prior to the commencement of Subcontractor's work on the Project:

A. Worker's Compensation insurance covering the legal liability CUBE CONSTRUCTION LLC and its Subcontractor for claims of personal injuries and death resulting therefrom to CUBE CONSTRUCTION LLC and its Subcontractor's shall also maintain a minimum of $1,000,000 of Employers' liability insurance.

B. Commercial General Liability insurance ("CGL")covering legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims of personal injuries (including death) and property damage resulting there from arising out of services to be performed by the Subcontractor, in an amount not less than $1,000,000 for any one occurrence, $2,000,000 general aggregate (subject to a per project general aggregate provision), $1,000,000 (Products/Completed Operations aggregate limit. CUBE CONSTRUCTION LLC shall be named an additional insured under Subcontractor's CGL policy.

C. Automobile Liability 100,000/300,000 (minimum) combined single limit, Bodily Injury and Property damage.

6.2 Subcontractor's required insurance coverage – identified in ¶ 6.1 of this Agreement – shall be primary insurance with respect to Work on this Project and any insurance maintained by CUBE CONSTRUCTION LLC shall be deemed excess to Subcontractor's insurance. To the extent that Subcontractor's policies utilize deductibles in conjunction with the insurance called for by this Agreement, all deductible expenses will be assumed by the Subcontractor.

7. Indemnification and Arbitration:

7.1 All Work covered by this Agreement done at the Project, including the preparation or delivery of materials or equipment to and from the Project, shall be at the risk of Subcontractor exclusively until the work is completed and accepted by CUBE CONSTRUCTION LLC. Subcontractor shall defend, indemnify and hold CUBE CONSTRUCTION LLC, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, causes of action, penalties, citations, damage, costs, expenses, including reasonable attorneys' fees, awards and judgments, settlements, losses or liability, of every kind and nature whatsoever ("Claims") arising out of or in connection with, or allegedly arising out of or in connection with, Subcontractor's operations to be performed under this Agreement for, but not limited to:

(a) Property damage and personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Subcontractor, Homeowner, CUBE CONSTRUCTION LLC, or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in party by any act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone whose acts Subcontractor may be liable regardless of whether such personal injury or damage is cause by a party indemnified hereunder;

(b) Penalties or fines imposed on account of the violation of any law, order, citation, rule regulation, standard, ordinance or statute, caused action or inaction of Subcontractor; (c) Claims, liens, stop notices or bond claims for work, labor, services, material or equipment used or furnished to be used on the Project;

(d) All incidental or consequential damage resulting to CUBE CONSTRUCTION LLC from such claims, liens, stop notices or bond claims.

(e) Any failure by Subcontractor to obtain insurance coverage required in ¶ 6.1 or any Claims arising from or relating to any failure by the Subcontractor to comply with any term or provision of the Agreement.

The indemnification provision of (a) through (e) above shall extend to claims occurring after this Subcontract is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active and/or passive negligent act or omission of Homeowner or CUBE CONSTRUCTION LLC or their agents or employees. Subcontractor, however, shall not be obligated under this Agreement to indemnify CUBE CONSTRUCTION LLC or Homeowner for claims arising from the sole negligence or willful misconduct of CUBE CONSTRUCTION LLC, the Homeowner or their CUBE CONSTRUCTION LLC respective agents, employees or independent contractors who are directly responsible to the BUSINESS/HOMEOWNER or CUBE CONSTRUCTION LLC for defects.

7.2 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall, after prior mediation, be subject to binding arbitration except that CUBE CONSTRUCTION LLC may pursue claims in court if the claims relate solely to the collection of any debts Subcontractor owes to CUBE CONSTRUCTION LLC. Any claim that is not resolved by prior mediation shall be decided by arbitration which, unless the parties mutually agree otherwise in writing, shall be in accordance with the Construction

Industry Arbitration rules of the American Arbitration Association currently in effect, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The demand for arbitration shall be served upon the other party to the Authorization in writing. Unless otherwise agreed between Subcontractor and CUBE CONSTRUCTION LLC in writing, the place of arbitration shall occur in ORANGE County, Florida. The panel of neutral arbitrators shall include at least one contractor and one attorney. The award shall be in writing, shall be signed by a majority of the arbitrators, and shall include a statement setting forth the reasons for the disposition of any claim. The prevailing party shall be entitled to an award of reasonable attorney fees. The parties hereby knowingly, voluntarily, and intentionally waive any right they have to a trial by jury with respect to any and all litigation arising out of, relating to and/or in connection with this Authorization except as to the collection of debts by CUBE CONSTRUCTION LLC.

8. Warranty:

8.1 Subcontractor shall warrant its Work at the Project for a period of 1 year(s) against all defects in materials and 1 year (s) workmanship unless specified separately per agreement.

8.2 Subcontractor shall perform all Work in a good and workmanlike manner, in accordance with CUBE CONSTRUCTION LLC's specifications, the Florida Building Codes OR SPECIFIC TO STATE, and with generally accepted industry practices, and Subcontractor warrants that all Work will meet or exceed all requirements by laws, regulations and applicable building codes.

8.3 Subcontractor shall pay for all damages to the building or property resulting from defects in the Work or materials and all expenses necessary to remove, replace, and/or repair any property which may be damaged during the course of performance of work.

9. Health and Safety Rules, Applicable Law and Cooperation:

9.1 Subcontractor shall be responsible for compliance with all health and safety rules and regulations. The subcontractor shall conduct inspections to determine that safe working conditions and equipment exist, and safe practices are observed and shall notify CUBE CONSTRUCTION LLC immediately of any unsafe conditions or practices observed. Further, Subcontractor shall immediately notify CUBE CONSTRUCTION LLC of any accidents or injuries on the Work sites.

9.2 Subcontractor shall comply will all laws, orders, citations, rules, regulations and standards concerning occupational health and safety, accident prevention, safety equipment and practices, including but not limited to federal and state OSHA regulations.

9.3 Prior to the commencement of work, Subcontractor shall provide CUBE CONSTRUCTION LLC with proof of its licensure for the trade for which it will perform work at the Project including the procurement of all necessary permits, licenses and consents in connection therewith.

9.4 Subcontractor agrees to cooperate with CUBE CONSTRUCTION LLC and other subcontractors working on the Project. Subcontractor agrees to perform its work in such a manner so as not to delay any other subcontractor retained by CUBE CONSTRUCTION LLC at the Project.

10. Professional Conduct:

10.1 Subcontractor acknowledges responsibility to ensure that all of its employees and representatives at all times conduct their business in a professional and courteous manner. Under no circumstances is it acceptable that the Subcontractor or its representatives at the Project site voice disagreement about the scope or manner of performing Work, whether the concern is purely amongst the representatives of the Subcontractor or a question concerning CUBE CONSTRUCTION LLC. Any and all questions or problems should be directed and addressed solely and discreetly to a CUBE CONSTRUCTION LLC representative.

10.2 Subcontractor shall prohibit and prevent the presence or use of alcohol or drugs by its employees and/or representatives at any job location.

11. Conflict of Interest:

11.1 Subcontractor agrees not to perform any work for customers introduced to them by CUBE CONSTRUCTION LLC within one (1) year of such an introduction or completion of work for that customer, whichever is later, and Subcontractor agrees that the performance of such would constitute a conflict with the interests of CUBE CONSTRUCTION LLC. Should Subcontractor breach this Agreement and perform work for a CUBE CONSTRUCTION LLC customer, Subcontractor agrees to compensate CUBE CONSTRUCTION LLC for all damages and attorney's fees incurred by CUBE CONSTRUCTION LLC in enforcing a breach of this provision.

12. Payment/Liens:

12.1 CUBE CONSTRUCTION LLC shall pay Subcontractor for completed Work, provided that Subcontractor has performed the Work in accordance with this this Agreement and has received a certificate of satisfaction (COS) from the homeowner. If the work is to be performed in stages, payments may be made for each stage or as specified in ¶2.1 of this Agreement. Subcontractor agrees that no payment shall be due under this Agreement until the end of the following week following the week in which the Subcontractor submitted an invoice for completed Work. It is agreed that such payments qualify as "prompt", "immediate", "upon receipt" or similar. Submitting an invoice to CUBE CONSTRUCTION LLC shall constitute a representation and confirmation that all Work (or a specified portion of the Work) to be performed on a specific Project has been completed satisfactorily and that all material supplies, laborers and subcontractors have been paid in full. SUBCONTRACTOR, FOR ITSELF, ITS EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, HEREBY WAIVES ITS STATUTORY CONSTITUTIONAL AND COMMON LAW RIGHTS TO ASSERT LIENS AGAINST CUBE CONSTRUCTION LLC, CUBE CONSTRUCTION LLC'S AFFLIATES, ITS PROPERTY OR THE PROPERTY OF CUSTOMERS OF CUBE CONSTRUCTION LLC. At all times during the performance of this agreement, CUBE CONSTRUCTION LLC shall be entitled to hold, for all Work in progress, a retainer of no less than ten percent (10%) of any invoice amount submitted pending final completion of the entire project and satisfaction of customer. In the event that any liens are filed – in violation of this agreement –

Subcontractor agrees that CUBE CONSTRUCTION LLC may withhold further payments to Subcontractor until all liens have been removed and Subcontractor agrees to indemnify and hold harmless CUBE CONSTRUCTION LLC of any loss or expense incurred as a consequence of the liens being filed.

13. Remedies:

13.1 In the event that Work performed by Subcontractor pursuant to this Agreement is found by CUBE CONSTRUCTION LLC to be defective or incomplete, or another contractor's work is damaged by an act for which Subcontractor, or its employees, agents ore representatives are responsible, CUBE CONSTRUCTION LLC shall have the right to elect, at its sole discretion to: (1) notify Subcontractor, at which time Subcontractor shall promptly correct such Work, replace or repair any defective material, or repair any damage; (2) retain a third party to perform such duties; or (3) perform the duties by CUBE CONSTRUCTION LLC's employees. In the event that a third party is retained or CUBE CONSTRUCTION LLC performs the duties itself, CUBE CONSTRUCTION LLC may retain any sums due to the Subcontractor for any job to cover these repairs and related expenses including any re-inspection fees. In the event that the cost of such remedial work exceeds the funds withheld, the Subcontractor shall be fully responsible for paying any balance due immediately including the costs of court and reasonable attorney's fees incurred by CUBE CONSTRUCTION LLC. A back-charge form may be required to be signed by you and submitted to accounting for final compensation or sent to your liability insurance adjuster for handling.

14. Security and Clean Up:

14.1 Subcontractor shall clean and/or remove all of Subcontractor's materials from the Project site, including dirt, debris, rubbish and waste created by Subcontractor incident to its performance under this Agreement. The subcontractor shall secure and protect its Work and shall bear and be liable for any and all loss or damage of any kind that may occur to the Work at any time prior to final completion and acceptance by CUBE CONSTRUCTION LLC. Subcontractor's failure to comply with this provision shall authorize CUBE CONSTRUCTION LLC to undertake any necessary cleanup activities and collect a $250.00 fine from Subcontractor. The cost of such cleanup and the aforementioned fined shall be deducted from any sums owed by CUBE CONSTRUCTION LLC to Subcontractor, or at CUBE CONSTRUCTION LLC's sole discretion, shall be immediately payable by Subcontractor upon demand by CUBE CONSTRUCTION LLC.

15. Assignment of the Agreement:

15.1 Subcontractor's rights and obligations under this Agreement are nontransferable and not assignable, and Subcontractor shall not subcontract all or any part of the work contemplated by this Agreement without obtaining prior written consent from CUBE CONSTRUCTION LLC, which consent may be withheld at CUBE CONSTRUCTION LLC's sole discretion.

15.2 CUBE CONSTRUCTION LLC may assign or transfer the whole or part of this Agreement, and its rights hereunder, to any corporation, individual, partnership or limited liability company.

16. Termination:

16.1 CUBE CONSTRUCTION LLC may terminate this Agreement without prior notice to the Subcontractor in the event that the Subcontractor fails to perform its work at the project as specified or otherwise breaches this Agreement. In the event that this Agreement is terminated by CUBE CONSTRUCTION LLC, it is agreed that the sole amount due to Subcontractor shall be that due for all authorized work performed and materials supplied before termination. The subcontractor agrees to give a minimum of thirty (30) days' notice prior to termination. All terms of this Agreement survive its termination and shall remain in full force and effect and shall be binding upon any successors or assigns.

17. Waiver – Savings Clause:

17.1 Waiver by CUBE CONSTRUCTION LLC of any breach of this Agreement shall not constitute a waiver of a subsequent breach of the same or any other provisions of this Subcontract. If any provision of this Subcontract, or any part thereof, be held invalid in whole or part under any applicable, federal, state, local or other law, rule or regulation, then such provision shall remain in effect to the extent permitted and the remaining provisions of this Subcontract Agreement shall remain in full force and effect.

18. Notices:

18.1 Any and all notices, demands, or other communications related to this Agreement shall be in writing and deemed have been properly given if: (a) personally delivered to Subcontractor's Authorized Representative; (b) electronically mailed or sent via facsimile to the Subcontractor's address set forth above; or (c) mailed to Subcontractor's Authorized Representative as set forth above.

19. Amendments:

19.1 This Agreement may be modified or amended only by written agreement signed by the parties.

20. Entire Agreement:

20.1 This Agreement, along with the scope of work, represents the entire agreement of the parties. There are no other agreements, promises or conditions, whether oral or written concerning this subject matter of this Agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties.

Subcontractor: _____

_____

Authorized Representative,

License # _____

CUBE CONSTRUCTION, LLC: _____

_____

CUBE CONSTRUCTION LLC,

Authorized Representative

ATTACH "EXHIBIT A" TO THIS AGREEMENT

Print Filled Form