



GANGSTER ENTERPRISES LTD.

Suite 230, 600 Crowfoot Cres NW
Calgary, AB T3G 0B4
Dispatcher: 403-820-0128
Calgary Office: 403-241-9494
Fax: 403-241-9433
Email: rreule@gangsterenterprises.com
www.gangsterenterprises.com

Subcontractor Agreement

Should you desire to be included on our subcontractor list please submit the following information to us as soon as possible. If you do not wish to be included on this list please disregard this letter.

1. **Subcontractor information sheet – see attached.**
2. **Commercial Driver’s Abstract – 5 Year**
3. **Safety Information Sheet**
4. **Signed Agreement. Note: you will be mailed a copy of this agreement once Gangster Enterprises Ltd signs it.**
5. **WCB Clearance Letter (our WCB # is XXXXXX).**
6. **Certificate of Insurance ...**
7. **30 days’ notice of cancellation of the above noted policies to be provided to Gangster Enterprises Ltd.**
8. **Minimum coverage’s must be listed as:**

Automobile	\$2,000,000	Minimum per occurrence coverage
General Liability	\$2,000,000	Minimum per occurrence coverage
Excess Liability	\$3,000,000	Minimum per occurrence coverage
Motor Truck Cargo	\$150,000	Minimum per occurrence coverage

Think of the Excess Liability just as an umbrella – it covers all policies under it. In this case, the General Liability and Auto Liability are at \$2,000,000 liability limit each, and then the umbrella adds \$3,000,000 liability coverage to that for a total of \$5,000,000 liability.

9. Other - Pre-Job Safety Orientations

Many of our customers require drivers to complete pre-job safety orientations. These are different than site-specific orientations that most drivers are familiar with. These orientations are all computer based and can be taken on-line. Once you have returned this information we will be in touch to give you instructions on how to complete these orientations.

Once we have received all this information from you then your company will be graded into one of the following classes

10. **This company meets or exceeds all expectations and is on our “first-call” list.**
11. **This company has only minimum requirements to be hired as a subcontractor but may still be dispatched if all “A” category companies cannot supply.**
12. **This company does not have acceptable safety standards to hire at this time.**

If you have any questions or concerns please contact Rolf at **403-820-0128**.

Thank you in advance for taking the time to submit this information.
We look forward to a continued good working relationship.

Rolf Reule
President

Initial _____

SUBCONTRACTOR AGREEMENT
BETWEEN_____
(Subcontractor)

AND

Gangster Enterprises Ltd.

1. Subcontractor shall require its employees, workers, agents, subcontractors, and others engaged by it, to comply with applicable federal and provincial laws and regulations, the Gangster Enterprises Ltd. HSE rules and procedures, as well as local and worksite safety rules. The subcontractor is responsible for notifying and training these persons about such laws, regulations, rules and procedures and ensuring that they are trained and competent in the work that they are assigned to.
2. Anyone performing a service for Gangster Enterprises Ltd. will be formally trained in H2S, TDG, WHMIS and FIRST AID/CPR.
3. All drivers are to be free from impairment while on duty.
4. All workers are required to wear personal protective equipment (PPE). The minimum PPE required will include flame resistant coveralls (**where a JSA or hazard assessment indicates that a flash fire hazard exists**), CSA approved hard hat, footwear and safety glasses. These must be worn at all times while on worksites. Unless otherwise agreed in writing, the subcontractor shall supply all PPE.
5. Subcontractor personnel are required to report all incidents, injuries, spills or near misses to the customers worksite supervisor and Gangster Enterprises management. This notification is required immediately after such occurrence. It is the responsibility of the person reporting the incident to communicate the information directly to both supervisors.
6. In the event of any incident causing personal injury, a full report and one copy of the Worker's Compensation Board "Employer's Report of Injury" must be submitted to Gangster Enterprises management within 24 hours.
7. Vehicles, equipment, tools and materials associated with the Work, shall be maintained in a "fit for purpose" manner, stored and maintained so as to permit unobstructed progress and access to the Work. The above shall be free from fault or defect and suitable for the intended purpose.
8. Subcontractor shall take all reasonable and necessary precautions in the transportation, handling, processing and disposal of any material, product or waste generated by its operations and equipment.

STATUS OF SUBCONTRACTOR

9. Subcontractor shall carry out the Work as an independent contractor and neither subcontractor nor any of its employees or agents or subcontractors shall be deemed for any purpose to be employees or agents of Gangster Enterprises Ltd. Contractor shall indemnify Gangster Enterprises Ltd. against all Income Tax, Worker's Compensation Board, Employment Insurance, CCP contributions or payments associated with or attributable to the subcontractor or its employees, subcontractors of or agents.
10. Subcontractor has no authority to make any statements, representations or commitments on behalf on Gangster Enterprises Ltd.

INDEMNITY

11. Subcontractor shall be liable to Gangster Enterprises Ltd. for, and in addition agrees to indemnify and save Gangster Enterprises Ltd. harmless from, all liabilities, claims, losses or damages, arising out of the Work caused by the subcontractor, its subcontractors, employees or agents in doing or failing to do any of the Work under this Agreement, whether arising out of contract, tort or in any other manner, except to the extent that the liabilities, claims, losses or damages are attributable to the gross negligence or willful misconduct of Gangster Enterprises Ltd., or its employees or agents.

Initial _____



GROUNDS FOR WITHHOLDING PAYMENT.

12. Contractor may withhold or, on account or subsequently discovered evidence, nullify the whole or part of any payment to the extent necessary to protect Contractor from loss, including costs and actual attorneys' fees, on account of
 - (1) defective work not remedied;
 - (2) claims filed or reasonable evidence indicating probable filing of claim;
 - (3) failure of Subcontractor to make payments properly to its subcontractor or for material, labor or fringe benefits;
 - (4) a reasonable doubt that this Agreement can be completed for the balance then unpaid;
 - (5) damage to the Project or to another subcontractor;
 - (6) penalties assessed against Contractor or Subcontractor for failure of Subcontractor to comply with provincial, federal or local laws and regulations; or
 - (7) any other ground for withholding payment allowed by provincial or federal law, or as otherwise provided in this Agreement.

When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Subcontractor. Such withholdings may be made by Contractor whether or not said sums are in any way related to this Agreement or Project. Contractor may apply such deducted funds to any account, related or unrelated to this Agreement or Project, wherein the obligations of the Subcontractor have not been discharged as determined by the Contractor, and wherein the Contractor's interest are directly or indirectly involved. In the event Subcontractor is in default of, or breaches or fails to comply with any provision, covenant or requirement of this Agreement; or in the event that any person or entity asserts, or indicates that he will assert, any lien, claim, demand, or charge against the Project or land or improvements or funds related to the Project, or against the Owner, the Contractor or any surety, arising from Subcontractor's performance of this Agreement, the Contractor may withhold out of any payments due or to become due to the Subcontractor such amounts as the Contractor, in its discretion, may deem sufficient to completely protect and indemnify the Contractor and the Owner from any and all loss, damage and/or expense therefrom, including attorney's fees and litigation costs, until the condition requiring such measures has been remedied by Subcontractor to the satisfaction of Contractor. If the offending condition is not remedied by Subcontractor within a reasonable period of time, Contractor may, at its option, proceed to make application of the withheld funds in whatever manner Contractor may, in its discretion, determine as being in the best interest of itself and/or the Owner.

RENUMERATION

13. As with most subcontract agreements Gangster Enterprises Ltd. takes a "finders fee" of _____ for subbing out the work. Include this finders fee discount on all invoicing provided to Gangster Enterprises Ltd. Additionally, as per government GST legislation no GST shall be charged to Gangster Enterprises Ltd. This is commonly known as "interline" trucking.

OR

14. Invoices for any department, including outsourced services, may be submitted via email to: payment@gangsterenterprises.com with the word "INVOICE" in the subject line. All invoices must be signed, marked "original," and include the following information or payment will be delayed: Invoice number and date Contract/Purchase Order number Blanket Release number (if applicable) Vendor name and/or number Remittance address Name of Department/Site that ordered the goods or services Name and phone number of your contact at the ordering department Invoice quantities, commodity codes, description of deliverable(s) Amount due Receipt number (provided by the ordering department after delivery of goods/services) Invoice quantities, service description, unit of measure, pricing or hourly rate.

Initial _____



SIGNITURE PAGE

SUBCONTRACTOR AGREEMENT
BETWEEN

_____ (Subcontractor)
AND
Gangster Enterprises Ltd.

Dated the _____ day of _____, 20__

SUBCONTRACTOR

Gangster Enterprises Ltd.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____