

SIMPLE SUBCONTRACTOR AGREEMENT

Project Name: _____ Contract No.: _____

Parties:

Contractor Name: _____

Contractor Address: _____

Subcontractor Name: _____

Subcontractor Address: _____

Recitals:

WHEREAS, Contractor has entered into a prime contract (the “Prime Contract”) with the Owner for the construction project described above (the “Project”); and WHEREAS, Subcontractor desires to provide certain labor, materials, and services to Contractor for the Project, and Contractor desires to engage Subcontractor for such purpose on the terms set forth herein.

1. Scope of Work

Subcontractor shall furnish all labor, materials, equipment, tools, and supervision necessary to perform and complete the work described in Exhibit A attached hereto and incorporated herein by reference (the “Work”), in accordance with the terms of this Agreement and the Prime Contract.

2. Contract Price and Payment

The Contract Price for the Work shall be as stated in Exhibit B attached hereto and incorporated herein by reference. Contractor shall pay Subcontractor in accordance with the payment schedule set forth in Exhibit B, subject to proper invoicing and approval by Contractor. All payments are subject to retainage as specified in the Prime Contract.

3. Time of Performance

Subcontractor shall commence the Work promptly upon receipt of a written Notice to Proceed from Contractor and shall prosecute the Work diligently to achieve completion within the schedule set forth in Exhibit C, incorporated herein by reference. Time is of the essence.

4. Changes

Any changes to the Work, Contract Price, or schedule shall be made only upon a written Change Order signed by authorized representatives of both parties. Subcontractor shall not perform any changed work without such a Change Order.

5. Subcontractor's Representations and Warranties

Subcontractor represents and warrants that it is duly licensed and qualified to perform the Work, that the Work will be performed in a good and workmanlike manner, free from defects, and in accordance with all applicable laws, codes,

regulations, and the terms of this Agreement. Subcontractor further warrants that all materials incorporated in the Work shall be new unless otherwise specified.

6. Compliance with Laws and Safety

Subcontractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and codes, including but not limited to OSHA regulations and safety requirements. Subcontractor shall maintain a safe work environment and shall be responsible for the safety of its employees and subcontractors.

7. Indemnification

To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor and Owner, their agents and employees, from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that such claim is caused in whole or in part by any negligent act or omission of Subcontractor, its subcontractors, or anyone directly or indirectly employed by them.

8. Insurance

Subcontractor shall maintain insurance coverage as required by Contractor and the Prime Contract, including but not limited to workers' compensation, commercial general liability, automobile liability, and any other coverage specified in Exhibit D. Certificates of insurance shall be provided to Contractor prior to commencement of the Work.

9. Termination

Contractor may terminate this Agreement for convenience or for cause by providing written notice to Subcontractor. In the event of termination for convenience, Subcontractor shall be entitled to payment for Work performed to the date of termination, including reasonable demobilization costs. In the event of termination for cause, Contractor shall have all rights and remedies available under law and equity.

10. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved first through good faith negotiation between the parties. If unresolved, the dispute shall be submitted to mediation before a mutually agreed mediator in the jurisdiction where the Project is located. If mediation fails, the dispute shall be resolved by binding arbitration under the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State where the Project is located, without regard to its conflict of law rules.

12. Independent Contractor

Subcontractor is an independent contractor and not an employee, agent, or partner of Contractor. Subcontractor shall have sole control over the means and methods of performing the Work.

13. Assignment and Subcontracting

Subcontractor shall not assign this Agreement or subcontract any portion of the Work without prior written consent of Contractor. Any approved subcontractors shall be bound by all terms and conditions herein.

14. Waiver

No waiver of any breach or default under this Agreement shall be deemed a waiver of any preceding or subsequent breach or default. All waivers must be in writing and signed by the party granting such waiver.

15. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

16. Entire Agreement

This Agreement, including all Exhibits referenced herein, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, related to the Work.

CONTRACTOR'S SIGNATURE

SUBCONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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