

SUBCONTRACTOR AGREEMENT

Project Name: _____ Location: _____

Parties:

Contractor: _____

Subcontractor: _____

Scope of Work:

Subcontractor agrees to furnish all labor, materials, equipment, and services necessary to complete the work described in Exhibit A attached hereto and incorporated herein by reference, in accordance with the terms and conditions of this Agreement.

Term of Agreement:

The work under this Agreement shall commence upon notice to proceed from Contractor and shall be substantially completed within the time frame set forth in Exhibit B, subject to extensions as provided herein.

Compensation:

Contractor shall pay Subcontractor the sum set forth in Exhibit C as full compensation for the work performed under this Agreement. Payment shall be made in accordance with the schedule and upon the terms set forth in Exhibit C.

Change Orders:

Any changes to the scope of work, price, or schedule must be documented by a written change order signed by both parties prior to implementation of the changes.

Insurance Requirements:

Subcontractor shall maintain insurance coverage as specified in Exhibit D throughout the term of this Agreement and shall provide certificates of insurance evidencing such coverage to Contractor prior to commencement of work.

Compliance with Laws and Regulations:

Subcontractor shall comply with all federal, state, and local laws, ordinances, regulations, and codes applicable to the work performed under this Agreement, including but not limited to OSHA requirements and labor laws.

Indemnification:

Subcontractor shall indemnify, defend, and hold harmless Contractor and its agents, employees, and representatives from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of work under this Agreement, provided that such claim is caused in whole or in part by the negligent acts or omissions of Subcontractor or anyone directly or indirectly employed by Subcontractor.

Termination:

This Agreement may be terminated by Contractor for cause upon written notice if Subcontractor fails to cure any material breach within a reasonable time. Contractor may also terminate for convenience upon written notice to Subcontractor, subject to payment for work performed and costs reasonably incurred.

Dispute Resolution:

Any dispute arising under or related to this Agreement shall be resolved first through good faith negotiations. If unresolved, the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association, with the arbitration conducted in the jurisdiction of the Project.

Independent Contractor Status:

Subcontractor is an independent contractor and not an employee or agent of Contractor. Subcontractor shall be solely responsible for the acts and omissions of its employees and subcontractors.

Confidentiality:

Subcontractor shall maintain the confidentiality of any proprietary or confidential information received from Contractor and shall not disclose such information to any third party without Contractor's prior written consent.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Entire Agreement:

This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior oral or written understandings relating to the subject matter hereof. No modification shall be binding unless in writing and signed by both parties.

Severability:

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

Signatures:

CONTRACTOR

SUBCONTRACTOR

Signature: _____

Signature: _____

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