

# SUBCONTRACTOR AGREEMENT

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

**Subcontractor Information:** \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

**Contractor Information:**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

**Scope of Work:**

The Subcontractor agrees to furnish all labor, materials, equipment, and services necessary to perform the work described in the attached Schedule A (Scope of Work), in accordance with this Agreement, applicable laws, codes, and regulations.

**Term and Completion:**

The Subcontractor shall commence work promptly upon receipt of notice to proceed and shall achieve substantial completion of the work by the date specified in Schedule B (Project Schedule), subject to extensions as provided herein.

**Contract Price and Payment Terms:**

The total contract price for the work to be performed under this Agreement shall be as set forth in Schedule C (Contract Price). Payments shall be made in accordance with the schedule and conditions set forth in Schedule D (Payment Schedule), subject to receipt of proper invoices and satisfactory progress.

**Changes in Work:**

Any changes to the scope, price, or schedule must be authorized in writing by both parties through a formal Change Order, which shall become part of this Agreement.

**Permits and Compliance:**

The Subcontractor shall obtain and maintain all permits, licenses, and approvals necessary to perform the work and shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations.

**Safety and Insurance:**

The Subcontractor shall be responsible for maintaining a safe work environment and shall carry adequate insurance, including general liability, workers' compensation, and automobile insurance, as required by law and the Contractor. Certificates of insurance shall be provided upon request.

**Indemnification:**

The Subcontractor agrees to indemnify, defend, and hold harmless the Contractor, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from performance of the work, provided such claims are caused in whole or in part by the negligent acts or omissions of the Subcontractor.

**Termination:**

Either party may terminate this Agreement for cause if the other party materially breaches and fails to cure within ten (10) days after written notice. Contractor may terminate for convenience upon written notice, subject to payment for work performed to the date of termination.

**Dispute Resolution:**

Any disputes arising under or related to this Agreement shall be resolved first through good faith negotiation. If unresolved, disputes shall be submitted to mediation, followed by binding arbitration in the state of the Project location in accordance with the rules of the American Arbitration Association.

**Independent Contractor:**

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

**Confidentiality:**

The Subcontractor shall keep confidential all proprietary information, trade secrets, and other non-public information received from the Contractor and shall not disclose such information to third parties without prior written consent.

**Governing Law and Venue:**

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

**Entire Agreement:**

This Agreement, including all attached Schedules and exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. Amendments must be in writing and signed by both parties.

**SUBCONTRACTOR'S SIGNATURE**

**CONTRACTOR'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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