

# SUBCONTRACTOR AGREEMENT

Project Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

**Parties:**

Contractor Name: \_\_\_\_\_

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

Subcontractor Name: \_\_\_\_\_

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

**Scope of Work:**

Subcontractor shall provide all labor, materials, equipment, and services necessary to perform the work as described in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

**Contract Price and Payment:**

Total Contract Price: \_\_\_\_\_ USD

Payment Terms: \_\_\_\_\_

**Schedule and Completion:**

Subcontractor agrees to commence work promptly and to diligently prosecute the work to completion in accordance with the project schedule established by Contractor. Time is of the essence in this Agreement.

**Standards and Quality of Work:**

All work performed under this Agreement shall be done in a professional and workmanlike manner, consistent with industry standards, applicable laws, regulations, codes, and the requirements of the prime contract.

**Compliance with Laws and Safety:**

Subcontractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work, including but not limited to OSHA safety standards. Subcontractor shall maintain a safe work environment and immediately correct unsafe conditions.

**Indemnification:**

To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor and its agents, employees, and representatives from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from Subcontractor's performance of the work.

**Insurance:**

Subcontractor shall maintain insurance coverage as required by Contractor, including but not limited to commercial general liability, workers' compensation, automobile liability, and any other insurance necessary to protect Contractor

and Subcontractor from claims arising out of performance under this Agreement.

**Termination:**

Contractor may terminate this Agreement for cause upon written notice to Subcontractor if Subcontractor materially breaches any term of this Agreement and fails to cure such breach within a reasonable time. Upon termination, Contractor may take possession of the work site and complete the work by any method it deems appropriate.

**Independent Contractor:**

Subcontractor is an independent contractor and shall not be considered an agent, employee, or partner of Contractor. Subcontractor has no authority to bind Contractor in any respect.

**Dispute Resolution:**

Any dispute arising under or in connection with this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflicts of law principles.

**Entire Agreement:**

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Any modifications must be in writing and signed by both parties.

**Severability:**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

**Waiver:**

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

**CONTRACTOR'S SIGNATURE**

**SUBCONTRACTOR'S SIGNATURE**

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

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

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