**Subcontractor Agreement**

THIS SUBCONTRACTOR AGREEMENT (“Agreement”) is being made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Subcontractor”) located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

**IN CONSIDERATION OF** the Subcontractor performing the services and Contractor paying for such services described herein, the Parties agree to the following:

1. **SERVICES**
2. Beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, Subcontractor agrees to perform the services described on Annex “A” attached hereto (hereinafter referred to as the “Services”).
3. The Subcontractor shall provide shall furnish the materials and equipment described on Annex “B” attached hereto.   
     
   No alterations shall be made to the Services described in the plans and specifications, except upon the written order of the Contractor or the Owner. The Contractor may, at any time, by written order, make changes in the plans and specifications, which changes shall be evidenced by “change orders” signed by the Contractor and accepted by the Subcontractor.
4. **COMPENSATION**

Contractor agrees to pay the Subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Services performed under this Agreement.

|  |  |
| --- | --- |
| **Total Cost of Services** |  |
| **Amount Due on Signing** |  |
| **Amount Due on Competition** |  |
| **Additional Costs (if applicable)** |  |

1. **PAYMENT**

Final payment for the Services performed under this Agreement shall be made within \_\_\_\_\_\_\_ days of competition. Payments must be made to the Subcontractor by credit card, money order, check, or any other approved method of payment accepted by the Subcontractor. Payments must be mailed to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **COMPLETION**

The Subcontractor shall complete the services by \_\_\_\_\_\_\_\_ [a.m./p.m.] on or before \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_20\_\_\_. Time shall be of the essence in the Subcontractor’s performance of this Agreement.

1. **TERMINATION**
2. This agreement shall automatically terminate when the Services are completed as defined in this Agreement and all payments have been received pursuant to this Agreement.
3. If either Party fails to fulfill their obligations under this Agreement, including, but not limited to, unperformed or incomplete services, non-payment for completed services, abandonment of the project, the non-breaching Party may terminate the Agreement for the breach. The non-breaching Party must provide the breaching Party of their intent to terminate said Agreement and provide the breaching Party fourteen (14) days to cure the breach. If the breaching Party fails to correct such breach within fourteen (14) days of written notice, the non-breaching Party may proceed to legal remedies as defined in Section 11 of this Agreement.
4. In the event that the Subcontractor shall correct the situation which has caused the notice of termination to be given by the Contractor as above provided for, within the period of fourteen (14) days from the date of receipt of such notice, the cause of termination shall be deemed waived, and this Agreement shall continue in effect in the same manner as though such cause of termination had not existed, the Contractor, however, reserving its right to damages for breach of any provision of this Agreement.
5. **WARRANTY**
6. The Subcontractor hereby warrants the Services shall be free from any defects due to faulty materials or workmanship or any violation of this Agreement for \_\_\_\_\_\_\_ year(s) from the date of substantial completion.
7. The Subcontractor shall perform the Services in compliance with the terms and conditions of the Contract.
8. **INDEMNITY & INSURANCE**
9. The Subcontractor agrees to defend and indemnify the Contractor as well as any of the Contractor’s affiliates, agents, associates, and/or individuals, from all third-party claims that may arise out of, or in relation to the Subcontractor’s work or Services provided.
10. The Subcontractor shall at all times maintain at least the required minimum coverage for insurance for such public liability, property damage, general commercial liability, automotive liability, and workers’ compensation or employer’s liability insurance as will protect the Subcontractor from any and all of the foregoing risks and from any and all claims under such workers’ compensation laws.
11. The Subcontractor shall procure all permits necessary for carrying out the Services and shall comply with all regulations, directives, ordinances, and laws relating to the Services or the conduct thereof.
12. **NO EXCLUSIVITY**

The Parties subject to this Agreement understand and acknowledge that this Agreement is not exclusive. Each Party respectively agree that they are free to enter into other similar Agreements with other parties.

1. **ASSIGNMENT AND SUBCONTRACTS**

The Parties to this Agreement shall not assign responsibilities they have agreed to under this Agreement to any other party or individual, except with the written consent and approval of both Parties.

1. **INTERPRETATION**

The laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall govern as to the interpretation, validity, and effect of this Agreement.

1. **DISPUTE RESOLUTION**
2. Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary. The Parties agree that this Agreement will be interpreted based on the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. The prevailing Party to the dispute will be able to recover its attorney’s fees, court costs, and other reasonable costs for the dispute resolved by litigation or binding arbitration.
5. **NOTICES**

All notices or requests required or contemplated by this Agreement must be sent via email with a read receipt, or by U.S. Certified Mail with a return receipt. Notices must be sent to:

**Contractor: Subcontractor:**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. **ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

1. **SEVERABILITY**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

1. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile. email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

1. **ELECTRONIC SIGNATURES**

This Agreement and related documents entered into in connection with this Agreement are signed when a Party’s signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

1. **WAIVERS**

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

1. **MISCELLANEOUS**

This Agreement cannot be changed, modified, terminated, canceled, rescinded, or in any other way altered or negated unless the same is in writing and signed by the Party against whom enforcement of the change, modification, discharge, termination, cancellation, or rescission is sought.

It is agreed that all understandings and agreements heretofore had between the Parties are merged in this Agreement, which alone fully and completely expresses their understanding, and this Agreement has been entered into after full investigation and consideration, neither party relying upon any statement or representation, not embodied in this Agreement, which may be claimed to have been made by any of the parties hereto.

**IN WITNESS WHEREOF**, the Subcontractor and the Contractor have executed this Agreement the day and year first above written.

Dated:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Contractor’s Signature Subcontractor’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Printed Name Subcontractor’s Printed Name

**Contractor’s Contact Information: Subcontractor’s Contact Information:**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Annex “A”

**SERVICES SPECIFICATION SHEET**

|  |
| --- |
| The Subcontractor agrees to provide the following Services: |

Contractor’s Initials \_\_\_\_\_\_\_\_\_ Subcontractor’s Initials \_\_\_\_\_\_\_\_\_

Annex “B”

**MATERIALS SPECIFICATION SHEET**

|  |
| --- |
| The Subcontractor agrees to provide the following materials and equipment: |

Contractor’s Initials \_\_\_\_\_\_\_\_\_ Subcontractor’s Initials \_\_\_\_\_\_\_\_\_