

SUBCONTRACTOR AGREEMENT TEMPLATE

Please note that this template is an example of what can be included in a subcontractor agreement, but you'll need to adjust it to fit your project. Consider exactly how you want to handle disputes, what drawings and documentation are required, and how project changes or delays will be handled.

This Subcontractor Agreement is entered into on the _____ day of _____, 20__, between the general contractor, _____ ("Contractor") and the subcontractor, _____ ("Subcontractor").

1. Agreement

Under this Agreement, the Subcontractor shall furnish labor and materials for the purpose of constructing _____ ("Project") located at the following job site(s) _____ ("Site").

This Project is being undertaken under the terms of the primary contract between Contractor and _____ ("Client") and in accordance with the plans and specifications incorporated in the primary contract for the Project _____.

Client name and address: _____

Contractor name and address: _____

Subcontractor name and address: _____

Subcontractor will be responsible for the following labor and/or materials ("Work"):

For the purposes of this Agreement, Subcontractor is an independent contractor and is not an employee of Contractor or Client.

2. Schedule

Subcontractor shall commence work on _____ and agrees to complete Project by _____. Subcontractor may request an extension of this work based on reasonable delays caused by circumstances such as bad weather, verified sickness, or accidents beyond the control of the Subcontractor, but such extension may only be granted with the written approval of Contractor.

3. Payment

Contractor agrees to pay Subcontractor total compensation of \$_____ in exchange for Work performed by Subcontractor.

Payment shall be delivered to Subcontractor on the following schedule:

_____ and shall be made according to the following terms and conditions:

_____.

Any extra work beyond the scope of this contract shall be performed under the following payment terms and schedule: _____

_____.

4. Permits and Licenses

Subcontractor affirms holding all necessary licenses and permits to perform the Work required under local laws, federal regulations, and the laws of the State of _____.

Subcontractor further affirms that any sub-subcontractors hired for Project hold the same necessary licenses and permits.

5. Sub-subcontractors

Subcontractor shall be responsible in full for any and all acts and omissions of its own subcontractors, employees, suppliers, and all others performing any work on this Project under the auspices of Subcontractor.

6. Claims and Disputes

Contractor and Subcontractor agree that they shall attempt to resolve all disputes regarding this Project in good faith before engaging in litigation.

7. Change Orders, Alterations, and Amendments

Any change order, alteration, or amendment to this Agreement must be agreed to in writing by both the Contractor and Subcontractor.

8. Termination

This contract shall be terminated when all the conditions set forth in this Agreement have been satisfied. This contract shall also be terminated in the event of a breach by Subcontractor of the conditions set forth here, on the condition that Contractor provides written notice to

Subcontractor detailing the nature of the breach and allows Subcontractor seven days to rectify it. If, after the course of that time, the breach has not been rectified, the Contractor shall be entitled to terminate this agreement, on the condition that Subcontractor is paid for all previous work performed.

9. Severability

Should any provision in this Agreement be determined to be invalid or unenforceable, that provision shall be severed from the agreement without any bearing on the remaining provisions.

Signed:

Contractor

Signature

Date

Address

Phone number

Subcontractor

Signature

Date

Address

Phone number

