**Subcontractor Agreement**

This Subcontractor Agreement (“Agreement”) is being made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Subcontractor”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_and [Contractor Name] may also be referred to as “Party” or together as the “Parties”.

**IN CONSIDERATION OF** the Subcontractor performing the Services and the Contractor paying for the Services, the Parties agree to the following:

1. **Services**

Beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Subcontractor agrees to provide the following services and/or materials (collectively the “Services”):

* 1. **Services**
     1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
     2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
     3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  2. **Materials Provided**
     1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
     2. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
     3. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Compensation**

Contractor agrees to pay the Subcontractor $ \_\_\_\_\_\_\_\_\_\_\_ for the Services.

**Total Cost of the Services:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Amount Due at Signing:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Amount Due at Completion:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Payment**

Final payment will be made within \_\_\_\_\_\_ days of completion of the Services. Payments must be made to the Subcontractor by \_\_\_\_\_\_\_\_\_\_\_\_\_\_credit card/check/money order (choose one). Check/money order payments must be mailed to:

|  |
| --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Subcontractor** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. **Completion**

Services must be completed by \_\_\_\_\_\_ AM/PM on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

1. **Termination**
   1. This Agreement will automatically terminate when the Services are completed and all payments have been received.
   2. If either Party does not fulfill the obligations they have under the Agreement (i.e. – the Services are not completed or payments are not made) the other Party can terminate the Agreement for breach of contract. The non-breaching Party must notify the breaching party of their intent to terminate the Agreement and provide the breaching party fourteen (14) days to correct the breach. If the breach is not corrected within fourteen (14) days, the non-breaching party can seek legal remedy pursuant to Section 12 of the Agreement.
2. **Warranty**

Subcontractor warrants the Services for \_\_\_\_ years against all defects in materials and workmanship.

1. **Indemnity and Insurance**

The Subcontractor agrees to defend and indemnify the Contractor, as well as any of the Contractor’s affiliated entities and/or individuals, from all third-party claims that arise out of, or relate to, the Subcontractor’s work.

The Subcontractor must hold at least the minimum required coverage for the following types of insurance: Workers’ Compensation, Commercial General Liability, and Automobile Liability.

1. **Relationship of the Parties**
   1. **No Exclusivity.** The Parties understand that this Agreement is not an exclusive arrangement. The Parties agree that they are free to enter into other similar agreements with other parties.
   2. **Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, partner, or employee of the other Party.
2. **Waiver**

Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties. If any provision, right, or obligation is waived, it’s only waived to the extent agreed to in writing.

1. **Amendments**

This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing (an "Amendment"). The terms of this Agreement will apply to any Amendment the Parties make.

1. **Assignment**

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

1. **Dispute Resolution**
   1. **Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
   2. **Mediation/Arbitration.** If talking it over doesn’t go well, either Party may initiate mediation or binding arbitration in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   3. **Litigation and Choice of Law.** If litigation is necessary, this Agreement will be interpreted based on the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_, regardless of any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   4. **Attorney’s Fees.** The prevailing party will be able to recover its attorney’s fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.
2. **Entire Agreement**

This Agreement puts the Parties entire understanding of the Services to be performed, compensation for the Services, and anything else the Parties have agreed to in writing. This Agreement supersedes any other written or verbal communications between the Parties, whether they were made before or after signing the Agreement.

1. **Severability**

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still stand.

1. **Notices**

All notices under this Agreement must be sent by email with read receipt, or by certified or registered US Postal Service mail with return receipt requested.

Notices must be sent to:

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subcontractor** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contractor** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (email) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (email) |

By signing below, the Parties agree to the terms of this Agreement.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subcontractor**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contractor**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_