

SUBCONTRACTOR AGREEMENT

For engaging a subcontractor to perform a portion of a prime contract

This Subcontractor Agreement (the "Agreement") is entered into as of ____ day of _____, 20____ (the "Effective Date"), by and between:

CONTRACTOR ("Prime Contractor")

Legal Name	
Business Address	
Tax ID / Reg. No.	
License No. (if applicable)	
Authorized Representative	
Email	
Telephone	

SUBCONTRACTOR

Legal Name	
Business Address	
Tax ID / Reg. No.	
License No. (if applicable)	
Authorized Representative	
Email	
Telephone	

The Contractor and the Subcontractor are referred to individually as a "Party" and collectively as the "Parties."

PROJECT INFORMATION

Project Name	
Project Location / Site	
Owner / Client	

Prime Contract Date	
Prime Contract Reference No.	

1. Scope of Work

1.1 The Subcontractor shall furnish all labor, materials, supervision, equipment, tools, and services necessary to perform the following work (the "Work"):

A detailed scope, drawings, and specifications may be attached as Exhibit A and are incorporated by reference.

1.2 The Work shall be performed in accordance with the prime contract between the Contractor and the Owner/Client (the "Prime Contract"), to the extent such terms apply to the Work. The Subcontractor acknowledges having had the opportunity to review the relevant portions of the Prime Contract.

1.3 The Subcontractor shall not subcontract any portion of the Work without the Contractor's prior written consent.

2. Schedule

2.1 The Subcontractor shall start the Work on or before _____ and complete it on or before _____ (the "Completion Date"), subject to extensions for excusable delays.

2.2 The Subcontractor shall coordinate with the Contractor's overall project schedule and shall promptly notify the Contractor in writing of any anticipated delays, including the cause and expected impact.

2.3 Time is of the essence with respect to the Subcontractor's performance.

3. Compensation and Payment

3.1 Contract Price. The Contractor shall pay the Subcontractor a total of \$ _____ (_____ dollars) (the "Contract Price") for full performance of the Work.

3.2 Payment Type. (Select one): Lump Sum Time and Materials at \$ _____ per hour Unit Price per attached schedule Other: _____

3.3 Payment Schedule. Payment shall be made as follows:

#	Milestone / Description	Due Date	Amount
1			
2			
3			
4			
		TOTAL	

3.4 Invoicing. The Subcontractor shall submit invoices on a _____ basis (e.g., monthly), itemized and supported by reasonable documentation.

3.5 Payment Terms. The Contractor shall pay undisputed amounts within ____ (___) days of receipt of a proper invoice, less any retainage.

3.6 Retainage. The Contractor may withhold retainage of _____% from each payment, to be released upon final completion and acceptance of the Work.

3.7 Pay-When-Paid. (Optional — enforceability varies by jurisdiction.) The Contractor's obligation to pay the Subcontractor is conditioned on the Contractor's receipt of corresponding payment from the Owner/Client, except where prohibited by applicable law.

3.8 Lien Waivers. The Subcontractor shall provide partial and final lien waivers as a condition of progress and final payment.

3.9 Change Orders. No changes to the Work or Contract Price shall be valid unless documented in a written change order signed by both Parties.

4. Independent Contractor Status

The Subcontractor is an independent contractor and not an employee, agent, partner, or joint venturer of the Contractor. The Subcontractor is solely responsible for all of its own employees, agents, taxes, withholdings, workers' compensation, insurance, and benefits. The Subcontractor has no authority to bind the Contractor.

5. Materials, Equipment, and Site Conditions

5.1 Unless otherwise agreed in writing, the Subcontractor shall furnish all materials, supplies, tools, and equipment necessary to perform the Work.

5.2 The Subcontractor shall keep the work site clean and orderly and shall remove all of its debris and surplus materials promptly upon completion.

5.3 The Subcontractor shall be responsible for verifying site conditions, dimensions, and existing utilities before commencing the Work.

6. Insurance

The Subcontractor shall, at its own expense, maintain throughout the Work the following minimum insurance coverages, naming the Contractor as additional insured where applicable:

- (a) Commercial General Liability: \$ _____ per occurrence / \$ _____ aggregate;
- (b) Automobile Liability: \$ _____ combined single limit;
- (c) Workers' Compensation: as required by applicable law, plus Employer's Liability of \$ _____;
- (d) Professional Liability (if applicable): \$ _____; and
- (e) Any additional coverages required by the Prime Contract.

Certificates of insurance shall be provided to the Contractor before the Subcontractor commences the Work.

7. Indemnification

To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and hold harmless the Contractor, the Owner/Client, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from (a) the negligence or willful misconduct of the Subcontractor or its employees, agents, or lower-tier subcontractors, or (b) the Subcontractor's breach of this Agreement.

8. Warranties

The Subcontractor warrants that: (a) it has the skill, expertise, and any required licenses to perform the Work; (b) the Work will be performed in a good and workmanlike manner, in accordance with industry standards and applicable codes; (c) all materials will be new (unless otherwise specified) and free from defects; and (d) the Work will conform to the requirements of this Agreement. The Subcontractor's warranty period shall be ____ (___) months from final acceptance, or longer if required by the Prime Contract or applicable law.

9. Compliance with Laws and Safety

9.1 The Subcontractor shall comply with all applicable federal, state, and local laws, regulations, permits, and codes, including those relating to labor, taxes, the environment, and occupational safety and health.

9.2 The Subcontractor shall maintain a safety program consistent with OSHA (or applicable local) requirements and the Contractor's site safety rules, and shall promptly report any accidents, injuries, or near-misses to the Contractor.

10. Confidentiality and Intellectual Property

10.1 The Subcontractor shall keep confidential all non-public information of the Contractor, the Owner/Client, and the Project, and shall not disclose or use such information except as needed to perform the Work.

10.2 Any drawings, specifications, work product, or deliverables prepared specifically for the Project shall, upon payment in full, become the property of the Contractor (or the Owner/Client, as required by the Prime Contract). The Subcontractor retains ownership of its pre-existing materials and grants a non-exclusive license to use them as embedded in the Work.

11. Termination

11.1 Termination for Cause. The Contractor may terminate this Agreement upon written notice if the Subcontractor (a) materially breaches this Agreement and fails to cure within ____ (__) days of written notice, (b) fails to make adequate progress, (c) becomes insolvent or files for bankruptcy, or (d) repeatedly violates safety or legal requirements.

11.2 Termination for Convenience. The Contractor may terminate this Agreement, in whole or in part, for its convenience upon ____ (__) days' written notice. In that case, the Subcontractor shall be paid for Work properly performed and reasonable demobilization costs through the termination date, but not for lost profits on unperformed Work.

11.3 Effect of Termination. Upon termination, the Subcontractor shall promptly stop the Work, secure the site, and deliver all completed and partially completed Work and related materials to the Contractor.

12. Flow-Down of Prime Contract

The Subcontractor agrees that, to the extent applicable to the Work, it is bound to the Contractor by the same terms by which the Contractor is bound to the Owner/Client under the Prime Contract. In the event of any conflict between this Agreement and the Prime Contract, the more stringent requirement shall control.

13. Dispute Resolution

13.1 The Parties shall first attempt to resolve any dispute through good-faith negotiation between senior representatives.

13.2 If unresolved within ____ (__) days, the dispute shall be submitted to _____ (e.g., mediation, then binding arbitration under the rules of [AAA / JAMS / other] in [city, state], or the state and federal courts of [jurisdiction]).

13.3 The Subcontractor shall continue to perform the Work during the pendency of any dispute, unless otherwise directed in writing by the Contractor.

14. General Provisions

14.1 Governing Law. This Agreement shall be governed by the laws of _____, without regard to its conflict of laws principles.

14.2 Assignment. The Subcontractor may not assign this Agreement or any rights under it without the Contractor’s prior written consent.

14.3 Notices. All notices shall be in writing and delivered to the addresses set forth above by personal delivery, certified mail, recognized overnight courier, or email with confirmation of receipt.

14.4 Entire Agreement. This Agreement, together with any exhibits and incorporated portions of the Prime Contract, constitutes the entire agreement between the Parties and supersedes all prior discussions on its subject.

14.5 Amendments. No modification shall be effective unless in writing and signed by both Parties.

14.6 Severability. If any provision is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

14.7 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

<p>CONTRACTOR</p> <hr/> <p>Signature</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>		<p>SUBCONTRACTOR</p> <hr/> <p>Signature</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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— END OF AGREEMENT —

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