

# SOLAR PANEL SUBCONTRACTOR AGREEMENT

This **Solar Panel Subcontractor Agreement ("Agreement")** is made and entered into as of \_\_\_\_\_ 20: \_\_\_\_ (the "Effective Date") by and between [Company Name] \_\_\_\_\_, a [State] corporation, with its principal place of business at \_\_\_\_\_ ("**Contractor**"), and [Subcontractor Name], \_\_\_\_\_ a [State] corporation, with its principal place of business at \_\_\_\_\_ ("**Subcontractor**").

**WHEREAS**, Contractor is engaged in the business of designing, installing, and maintaining solar panel systems for residential and commercial customers; and

**WHEREAS**, Subcontractor has expertise in the installation of solar panel systems, and desires to enter into an agreement with Contractor to provide installation services as a subcontractor;

**NOW, THEREFORE**, the parties agree as follows:

1. **Services.** Subcontractor agrees to provide installation services for solar panel systems as directed by Contractor.
2. **Payment.** Contractor agrees to pay Subcontractor for the installation services provided in accordance with the pricing set forth in Exhibit A attached hereto.
3. **Materials.** Contractor will provide all necessary materials and equipment for the installation of the solar panel systems.
4. **Insurance.** Subcontractor shall maintain, at its own expense, commercial general liability insurance with minimum coverage of [\$ amount] for each occurrence and [\$ amount] in the aggregate. Subcontractor shall provide proof of insurance to Contractor upon request.
5. **Independent Contractor.** The relationship between Contractor and Subcontractor is that of an independent contractor. Subcontractor is not an employee, agent, or partner of Contractor, and has no authority to bind Contractor to any contract or agreement.
6. **Termination.** Either party may terminate this Agreement at any time upon written notice to the other party.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without giving effect to any choice or conflict of law provision or rule.
8. **Warranty.** Subcontractor warrants that all work performed under this Agreement shall be performed in a workmanlike manner and shall conform to the specifications set forth by Contractor. Subcontractor further warrants that all materials used in the installation of the solar panel systems shall be free from defects and shall be of good quality. Subcontractor shall provide a warranty for the workmanship and materials used in the installation of the solar panel systems for a period of [insert time period] from the date of completion of the installation.
9. **Confidentiality.** Subcontractor agrees to keep confidential all information, documents, and materials provided by Contractor or obtained by Subcontractor during the course of this Agreement. Subcontractor agrees not to disclose any confidential information to any third party without the prior written consent of Contractor.
10. **Indemnification.** Subcontractor shall indemnify, defend, and hold harmless Contractor, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs, and expenses arising from any act or omission of Subcontractor or its employees, agents, or subcontractors in connection with the installation of the solar panel systems.
11. **Non-Solicitation.** Subcontractor agrees that during the term of this Agreement and for a period of [insert time period] thereafter, it shall not directly or indirectly solicit, hire, or engage any employee or independent contractor of Contractor who has provided services to Contractor in connection with the installation of the solar panel systems.
12. **Dispute Resolution.** Any disputes arising under this Agreement shall be resolved through mediation, with a mediator agreed upon by the parties, or if the parties are unable to agree on a mediator, through arbitration in accordance with the rules of the American Arbitration Association. The prevailing party in any such dispute shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with the dispute.
13. **Notices.** Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or three (3) business days after being sent by registered or certified mail, postage prepaid, return receipt requested, or one (1) business day after being sent by reputable overnight courier service, to the addresses set forth below:

ADDRESS OF CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

ADDRESS OF SUBCONTRACTOR: \_\_\_\_\_

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**14. Assignment.** Subcontractor shall not assign or transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Contractor.

**15. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**16. Headings.** The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

**17. Entire Agreement.** This Agreement constitutes the entire agreement between Contractor and Subcontractor and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

Client/Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client/Contractor Name: \_\_\_\_\_

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

Subcontractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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