

ROOFING SUBCONTRACTOR AGREEMENT

This **Roofing 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**").

1. **SCOPE OF WORK.** Contractor hereby engages Subcontractor to perform the following roofing services (the "Services") located at _____ (the "Project"):

Services: _____

Services: _____

Services: _____

Services: _____

2. **TERM.** The term of this Agreement shall commence on MM/DD/YYYY and shall continue until completion of the Services or termination of this Agreement as provided in Section 6 below.
3. **COMPENSATION.** Subcontractor shall be paid for its Services in accordance with the following terms:

- \$ ____ /hour.
- \$ _____ Per Job completed.
- Commission of ____% based on _____.
- Other. _____.

Accordingly, the Subcontractor will be paid. (select one)

4. Starting on _____, 20____, on a

- Weekly,
- Monthly, and
- Quarterly basis.

5. Once the services rendered have been completed.

6. Upon receipt of an invoice from the Subcontractor by the General Contractor.

7. Other. _____

8. **WARRANTIES AND REPRESENTATIONS.** Subcontractor represents and warrants to Contractor that:

(a) It has all necessary licenses, permits, and certifications to perform the Services;

(b) It shall perform the Services in a professional, workmanlike manner, in accordance with industry standards;

(c) It shall comply with all applicable laws and regulations;

(d) It shall carry out the Services in a safe manner, utilizing appropriate safety equipment and protocols;

(e) It shall provide all necessary equipment and materials for the Services;

(f) It shall obtain and maintain all necessary insurance coverage, including general liability and workers' compensation insurance;

(g) It shall indemnify, defend, and hold harmless Contractor from any and all claims, damages, losses, or expenses arising out of or in connection with Subcontractor's performance of the Services;

(h) It shall provide a warranty for the Services in a form and substance satisfactory to Contractor; and

(i) It shall perform the Services free from any liens or encumbrances.

5. **CONFIDENTIALITY.** Subcontractor shall keep confidential all confidential information of Contractor, including without limitation, all trade secrets, confidential data, and proprietary information disclosed to Subcontractor by Contractor, and shall not disclose such information to any third party or use such information for any purpose other than to perform the Services.
6. **TERMINATION.** Either party may terminate this Agreement at any time for any reason upon [NUMBER] days' written notice to the other party. In the event of termination, Subcontractor shall be entitled to payment for all Services performed up to the effective date of termination.
7. **MISCELLANEOUS.**

(a) This Agreement contains the entire understanding of the parties and supersedes all prior or contemporaneous negotiations, agreements, and understandings between the parties, whether oral or written.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

(d) This Agreement may not be amended or modified except in writing signed by both parties.

(e) 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.

(f) In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the dispute through informal negotiation. If the dispute cannot be resolved through negotiation, the parties shall submit the dispute to mediation before resorting

8. SUBCONTRACTOR'S RESPONSIBILITIES

(a) Subcontractor shall be solely responsible for the performance of the Services and shall use its best efforts to complete the Services within the timeframes set forth in this Agreement.

(b) Subcontractor shall provide all necessary tools, equipment, and personnel to perform the Services, and shall ensure that its personnel are adequately trained and competent to perform the Services.

(c) Subcontractor shall be responsible for obtaining all necessary permits, licenses, and approvals required for the Services, and shall comply with all applicable laws, regulations, and codes.

(d) Subcontractor shall be responsible for the safe and proper disposal of all debris, waste, and materials resulting from the Services, in accordance with all applicable laws and regulations.

(e) Subcontractor shall maintain accurate and complete records of its work and expenses related to the Services, and shall provide such records to Contractor upon request.

9. CONTRACTOR'S RESPONSIBILITIES

(a) Contractor shall provide Subcontractor with access to the Project site and shall coordinate with Subcontractor as necessary to facilitate the performance of the Services.

(b) Contractor shall provide Subcontractor with any necessary information or documentation related to the Project or the Services, including without limitation, plans, specifications, and schedules.

(c) Contractor shall be responsible for obtaining and maintaining all necessary permits, licenses, and approvals required for the Project.

(d) Contractor shall provide a safe working environment for Subcontractor and its personnel, and shall promptly notify Subcontractor of any hazardous conditions or risks on the Project site.

10. CHANGES TO THE SERVICES

- (a) Contractor may request changes to the Services by providing written notice to Subcontractor.
- (b) If the requested changes will result in an increase or decrease in the time or cost required to perform the Services, Subcontractor shall provide Contractor with a revised schedule or estimate, as applicable.
- (c) Subcontractor shall not commence work on any requested changes until the parties have agreed in writing on the scope, time, and cost of the changes.

11. FORCE MAJEURE

- (a) Neither party shall be liable for any delay or failure in performance under this Agreement resulting from causes beyond its reasonable control, including without limitation, acts of God, acts of government, natural disasters, and other events outside of the parties' control.
- (b) If such a delay or failure occurs, the affected party shall promptly notify the other party of the delay or failure and the expected duration thereof.
- (c) The parties shall work together in good faith to mitigate the effects of any such delay or failure and to resume performance under this Agreement as soon as practicable.

12. NOTICES

- (a) All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, or by email.
- (b) Notices to Contractor shall be sent to the address at [CONTACT INFORMATION], and notices to Subcontractor shall be sent to [CONTACT INFORMATION].

(c) Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

(d) Notices shall be deemed given when received, or when delivery is refused.

13. ASSIGNMENT

(a) Subcontractor shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Contractor.

(b) Contractor may assign this Agreement or any of its rights or obligations hereunder without the consent of Subcontractor.

14. ENTIRE AGREEMENT

This Agreement, together with any attachments or exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings between the parties, whether

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

[General Contractor Name] [Subcontractor Name]

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____