

RESIDENTIAL SUBCONTRACTOR AGREEMENT

This **Residential Subcontractor Agreement ("Agreement")** is made and executed as of the _____ day of _____, 20 _____, by and between _____ ("Subcontractor") with its principal place of business at _____ and ("General Contractor").with its principal place of business at _____ ("Contractor")

RECITALS

- A. General Contractor is in the business of providing residential construction and renovation services.
- B. Subcontractor is experienced in providing certain subcontracting services related to residential construction and renovation.
- C. General Contractor desires to retain Subcontractor to provide certain subcontracting services related to a residential construction project to be specified in one or more work orders issued by General Contractor to Subcontractor.
- D. Subcontractor desires to provide the subcontracting services specified in such work orders on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Scope of Work.** Subcontractor agrees to perform the subcontracting services specified in each work order issued by General Contractor to Subcontractor in accordance with the specifications and requirements set forth therein.

2. **Payment.** General Contractor agrees to pay Subcontractor for the subcontracting services performed in accordance with each work order at the rate specified in each work order. Invoices for such subcontracting services shall be submitted by Subcontractor to General Contractor on a bi-weekly basis and shall be paid within 30 days of receipt of such invoice.
3. **Term.** This Agreement shall commence on the date first written above and shall continue until terminated by either party upon 30 days' written notice to the other party.
4. **Relationship of the Parties.** The relationship of the parties is that of independent contractors. Nothing contained herein shall be construed as creating any partnership, joint venture, agency, employment, or fiduciary relationship between the parties.
5. **Representations and Warranties.** Subcontractor represents and warrants to General Contractor that:

(a) Subcontractor is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized;

(b) Subcontractor has the power and authority to enter into and perform this Agreement and to carry out the transactions contemplated hereby;

(c) Subcontractor shall perform the subcontracting services in a professional and workmanlike manner in accordance with the specifications and requirements set forth in each work order;

(d) Subcontractor shall comply with all applicable laws, regulations, and codes in the performance of the subcontracting services;

(e) Subcontractor shall maintain all necessary licenses, permits, and insurance required to perform the subcontracting services;

(f) Subcontractor shall indemnify, defend, and hold harmless General Contractor and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with Subcontractor's performance of the subcontracting services.

6. **Confidentiality.** Subcontractor shall maintain in strict confidence all information disclosed by General Contractor to Subcontractor in connection with the performance of

the subcontracting services. Subcontractor shall not use such information for any purpose other than the performance of the subcontracting services and shall not disclose such information to any third party without the prior written consent of General Contractor.

7. **Termination for Cause.** Either party may terminate this Agreement for cause upon written notice to the other party if such other party breaches any material provision of this Agreement and fails to cure such breach within 30 days of receipt of written notice of such breach.
8. **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.
9. **Change Orders.** General Contractor may, from time to time, issue change orders to modify the scope of work or specifications set forth in the work orders. If General Contractor issues a change order, the parties shall negotiate in good faith to determine the impact of such change on the price and schedule for the subcontracting services. Any changes to the price or schedule shall be set forth in a written change order signed by both parties.
10. **Insurance.** Subcontractor shall maintain insurance coverage for general liability, workers' compensation, and any other insurance required by law or reasonably requested by General Contractor. Subcontractor shall provide proof of such insurance upon request by General Contractor.
11. **Non-Solicitation.** During the term of this Agreement and for a period of one year thereafter, Subcontractor shall not directly or indirectly solicit or attempt to solicit any customers or clients of General Contractor or any of its affiliates for the purpose of providing services that are the same or similar to the subcontracting services provided hereunder.
12. **Independent Contractor Status.** Subcontractor shall have control over the means, manner, and method by which it performs the subcontracting services. Subcontractor shall be solely responsible for payment of all taxes and contributions required by law in connection with its performance of the subcontracting services.
13. **Assignment.** Subcontractor may not assign or transfer its rights or obligations under this Agreement without the prior written consent of General Contractor. Any attempted assignment or transfer without such consent shall be void.
14. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon receipt by the party to whom it is addressed, if delivered personally or by certified mail, return receipt requested, or by email with read receipt.
15. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce such provision in the future.
16. **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.

17. **Survival.** The provisions of this Agreement that by their nature extend beyond the termination of this Agreement shall survive such termination, including but not limited to the provisions related to confidentiality, indemnification, and governing law.
18. **Dispute Resolution.** Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiation between the parties. If such dispute cannot be resolved through negotiation, the parties shall submit the dispute to mediation before a mutually agreed-upon mediator. If mediation is unsuccessful, the parties may pursue any available legal remedies. The prevailing party in any such dispute shall be entitled to recover its reasonable attorneys' fees and costs.
19. **Entire Agreement:** This Agreement contains the entire agreement between the Contractor and the Subcontractor with respect to the Work and supersedes all prior or contemporaneous agreements or understandings, 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: _____