# ELECTRICAL SUBCONTRACTOR AGREEMENT

This Electrical Subcontractor Agreement ("Agreement") is made and entered into on
, 20: by and between [General Contractor Name],,
with a mailing address of, hereinafter
referred to as the "Contractor", and [Subcontractor Name],, with
a mailing address of, hereinafter referred
to as the <b>"Subcontractor"</b> .
Scope of Work
The Contractor hereby engages the Subcontractor to perform the following electrical work:
The Subcontractor shall furnish all labor, tools, equipment, materials, and supervision required
to perform the work described in this Agreement.
Time of Completion
The Subcontractor shall complete the work in a timely manner and shall conform to the
Contractor's schedule as necessary to avoid delays in the overall project completion. The
Subcontractor shall provide the Contractor with a schedule of the work to be performed and the
expected completion date within days of the execution of this Agreement.



## **Payment**

The Contractor shall pay the Subcontractor for the work completed in accordance with the schedule of values, which shall be mutually agreed upon by both parties. The Contractor shall make payments to the Subcontractor in accordance with the schedule of values, with each payment being made within \_\_\_\_\_\_ days of the Contractor's receipt of the Subcontractor's invoice. The final payment shall be made only after the completion of the work and the Contractor's acceptance of the work.

#### Indemnification

The Subcontractor shall indemnify and hold harmless the Contractor, its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, and expenses arising out of or in connection with the Subcontractor's performance of the work, including but not limited to personal injury or property damage caused by the Subcontractor or its employees.

#### Insurance

The Subcontractor shall maintain, at its own expense, workers' compensation insurance and general liability insurance, each in amounts not less than [\$Amount]. The Subcontractor shall provide the Contractor with proof of insurance before commencing the work.

#### **Termination**

The Contractor may terminate this Agreement upon written notice to the Subcontractor if the Subcontractor fails to perform the work in accordance with the terms of this Agreement or fails to complete the work within the time specified in the schedule. In the event of termination, the Contractor may take possession of the work and complete it in any manner it deems appropriate, with the cost of completion being deducted from any amounts owed to the Subcontractor.



## **Change Orders:**

The Contractor may request changes to the scope of work described in this Agreement. Any changes must be agreed upon in writing by both parties and must include a description of the changes to be made, the cost of the changes, and the impact on the schedule.

#### Non-Disclosure:

The Subcontractor agrees to keep confidential all information related to the Contractor's business and the project, including but not limited to plans, drawings, specifications, and other proprietary information. The Subcontractor shall not disclose such information to any third party without the Contractor's written consent.

## Warranty:

The Subcontractor warrants that all work performed under this Agreement shall be free from defects in material and workmanship for a period of [Number of Months] months from the date of completion. If any defects are discovered during this period, the Subcontractor shall promptly repair or replace the defective work at its own expense.

## **Dispute Resolution:**

In the event of a dispute arising out of or relating to this Agreement, the parties agree to attempt to resolve the dispute through mediation before pursuing any legal remedies. If mediation is unsuccessful, the parties may pursue any legal remedies available to them.

# **Permits and Inspections:**

The Subcontractor shall be responsible for obtaining all necessary permits and inspections required for the work described in this Agreement. The Subcontractor shall comply with all applicable laws, regulations, and codes in the performance of the work.



# **Assignment:**

The Subcontractor shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Contractor. Any attempted assignment without such consent shall be null and void.

# **Subcontracting:**

The Subcontractor shall not subcontract any of the work described in this Agreement without the prior written consent of the Contractor. Any attempted subcontracting without such consent shall be null and void.

# Force Majeure:

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, civil unrest, or government action.

#### Notices:

All notices required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by certified mail, or sent by email to the parties at the addresses listed in this Agreement.

## **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.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of



# **Entire Agreement**

This Agreement constitutes the entire agreement between the Contractor and the Subcontractor and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This Agreement may not be modified except in writing signed by both parties.

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

Client/Contractor Signature:	Date:
Client/Contractor Name:	
Title:	
Subcontractor Signature:	Date:
Subcontractor Name:	
Title:	

