

DRYWALL SUBCONTRACTOR AGREEMENT

This **Drywall Subcontractor Agreement ("Agreement")** is made and entered into on

_____ 20: ____ by and between [General Contractor's Company

Name]; _____ a [State] corporation, with its

principal place of business at _____ ("**General**

Contractor"), and [Subcontractor's Company Name] _____, a

[State] corporation, with its principal place of business at

_____ ("**Subcontractor**").

WHEREAS, General Contractor has entered into a contract (the "Contract") with [Client's Company Name] (the "Client") to perform certain construction services, including drywall installation and finishing, as more specifically described in the Contract; and

WHEREAS, General Contractor desires to subcontract the drywall installation and finishing work to Subcontractor, and Subcontractor desires to perform such work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, General Contractor and Subcontractor agree as follows:

1. **Scope of Work:** Subcontractor shall provide all labor, materials, equipment, and supervision necessary to complete the drywall installation and finishing work described in the Contract (the "Work") in accordance with the plans and specifications provided by General Contractor. Subcontractor shall perform the Work in a timely and professional manner and shall comply with all applicable laws, regulations, and building codes.
2. **Payment:** General Contractor shall pay Subcontractor for the Work in accordance with the payment schedule set forth:

- \$____ /hour.

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

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

- Starting on _____, 20____, on a Weekly, Monthly, or Quarterly basis.
- Once the services rendered have been completed.
- Upon receipt of an invoice from the Subcontractor by the General Contractor.
- Other. _____

In the event that the Contract is terminated for any reason, Subcontractor shall be entitled to payment for all work completed prior to the termination date.

3. **Insurance:** Subcontractor shall maintain, at its own expense, insurance coverage as required by law and as reasonably requested by General Contractor, including workers' compensation insurance, general liability insurance, and automobile liability insurance. Subcontractor shall provide General Contractor with certificates of insurance evidencing such coverage.
4. **Indemnification:** Subcontractor shall indemnify, defend, and hold harmless General Contractor and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with Subcontractor's performance of the Work, including any breach of this Agreement.
5. **Termination:** General Contractor may terminate this Agreement for any reason upon written notice to Subcontractor. In the event of termination, Subcontractor shall immediately cease work and shall be entitled to payment only for work completed prior to the termination date.
6. **Confidentiality:** Subcontractor shall keep confidential all information and documents received from General Contractor or the Client relating to the Work or the Contract, and shall not disclose such information or documents to any third party without General Contractor's prior written consent.
7. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any legal action arising out of or in connection with this Agreement shall be brought in the state or federal courts located in _____. and each party hereby submits to the jurisdiction of such courts.
8. **Change Orders:** General Contractor may request changes to the scope of Work by issuing a written change order to Subcontractor. Any change order must be approved in writing by both parties and will be considered an amendment to this Agreement.
9. **Safety:** Subcontractor shall comply with all applicable safety regulations and requirements related to the Work, and shall take all necessary precautions to ensure the

safety of its employees, General Contractor's employees, and any other persons who may be affected by the Work.

10. **Warranty:** Subcontractor warrants that the Work shall be free from defects in materials and workmanship for a period of [X years/months] from the date of substantial completion. If any defects are discovered during the warranty period, Subcontractor shall promptly correct such defects at its own expense.
11. **Subcontracting:** Subcontractor shall not subcontract any portion of the Work without the prior written consent of General Contractor.
12. **Notices:** Any notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by overnight courier to the addresses listed in the preamble to this Agreement.
13. **Assignment and Binding Effect:** This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
14. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent that such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, fire, flood, or other natural disasters.
15. **No Waiver:** The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of 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. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

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

Client/Contractor Signature: _____ **Date:** _____

Client/Contractor Name: _____

Title: _____

Subcontractor Signature: _____ **Date:** _____

Subcontractor Name: _____

Title: _____