

CONSTRUCTION SUBCONTRACTOR AGREEMENT

This **Construction Subcontractor Agreement (the "Agreement")** is entered into on this day _____ 20: ____ by and between [insert name of Contractor] _____, a [insert type of entity] with a mailing address of _____ (the "**Contractor**"), and [insert name of Subcontractor] _____ a [insert type of entity] with a mailing address of _____ (the "**Subcontractor**").

NOW THEREFORE, as consideration for the foregoing and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by both parties, the parties hereto agree as follows:

1. **Scope of Work.** The Contractor hereby engages the Subcontractor to perform the following work (the "Work"):

_____.

_____.

_____.

_____.

_____.

2. **Term.** This Agreement shall commence on MM/DD/YYYY and shall terminate on MM/DD/YYYY or upon completion of the Work, whichever occurs first.
3. **Compensation.** The Subcontractor will receive payment from the Contractor in accordance with the following schedule in exchange for the Services rendered: (select as applicable)

- \$ ____ /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. _____

4. **Independent Contractor Status.** The Subcontractor is an independent contractor and not an employee, partner, or agent of the Contractor. The Subcontractor is responsible for all applicable taxes, insurance, and licensing fees related to the Work.
5. **Work Site.** The Work shall be performed at [insert location of the Work]. The Subcontractor shall be responsible for obtaining any necessary permits, licenses, or approvals required to perform the Work at the Work Site.
6. **Quality of Work.** The Subcontractor shall perform the Work in a professional, timely, and workmanlike manner, in accordance with industry standards and any applicable laws or regulations.
7. **Indemnification.** The Subcontractor shall indemnify and hold harmless the Contractor, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to the Subcontractor's performance of the Work.
8. **Insurance.** The Subcontractor shall maintain commercial general liability insurance with limits of not less than \$[insert amount] per occurrence and \$[insert amount] in the aggregate, and any other insurance required by law or reasonably requested by the Contractor.
9. **Termination.** The Contractor may terminate this Agreement at any time upon written notice to the Subcontractor if the Subcontractor breaches any of its obligations under this Agreement. The termination of this Agreement shall not relieve the Subcontractor of any liability for any damage or loss caused by its breach.
10. **Confidentiality.** The Subcontractor shall not disclose any confidential information of the Contractor or its clients, customers, or vendors, except as required by law or with the Contractor's prior written consent.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of _____.
12. **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.
13. **Amendments.** This Agreement may not be amended except in writing signed by both the Contractor and the Subcontractor.
14. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and delivered personally, by email, or by certified or registered mail, return receipt requested, to the address of the party specified in this Agreement
15. **Change Orders.** The Contractor may request changes to the scope of work or specifications of the Work, and any changes must be approved in writing by both the

Contractor and the Subcontractor before any additional work is performed. The Subcontractor will be compensated for any additional work performed in accordance with the compensation terms set forth in this Agreement.

16. **Warranty.** The Subcontractor warrants that all Work performed under this Agreement will be free from defects in material and workmanship for a period of [insert warranty period] from the date of completion of the Work. If any defects are discovered during the warranty period, the Subcontractor will promptly repair or replace the defective work at no additional cost to the Contractor.
17. **Dispute Resolution.** Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in [insert location], and the decision of the arbitrator shall be final and binding on both parties.
18. **Non-Solicitation.** The Subcontractor agrees that during the term of this Agreement and for a period of _____ after termination of this Agreement, it will not directly or indirectly solicit, induce, or attempt to solicit or induce any employee or independent contractor of the Contractor to terminate their relationship with the Contractor.
19. **Intellectual Property.** The Contractor retains all rights, title, and interest in any and all intellectual property developed or created by the Contractor or the Subcontractor in connection with the Work. The Subcontractor agrees to execute any documents necessary to assign such intellectual property to the Contractor.
20. **Assignment.** The Subcontractor may not assign or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Contractor. The Contractor may assign this Agreement or any of its rights or obligations under this Agreement without the Subcontractor's consent.
21. **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 an event beyond the control of such party, including but not limited to acts of God, natural disasters, war, terrorism, or government action.
22. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or any other provision of this Agreement, nor shall any such failure constitute a continuing waiver of such provision or any other provision of this Agreement.
23. **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.
24. **Headings.** The headings in this Agreement are for convenience only and shall not affect its interpretation.
25. **Survival.** Any provision of this Agreement which by its nature should survive termination or expiration of this Agreement shall survive, including but not limited to provisions relating to confidentiality, indemnification, and intellectual property.

IN WITNESS WHEREOF, the Contractor and the Subcontractor have executed this Agreement as of the date first above written.

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: _____