

CONCRETE SUBCONTRACTOR AGREEMENT

This **Concrete Subcontractor Agreement ("Agreement")** is made and entered into on _____ of _____ 20____ (the "Effective Date"), by and between **General Contractor:** _____ with a mailing address of _____ hereinafter referred to as the "Contractor" and **Subcontractor:** _____ with a mailing address of _____ hereinafter referred to as 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.** Subcontractor agrees to perform the concrete work described in Exhibit A

2. **Time of Performance.** The Subcontractor shall commence the Work on MM/DD/YYYY and complete the Work by MM/DD/YYYY
3. **Payment.** General Contractor agrees to pay Subcontractor for the Work in accordance with the payment schedule set forth in Exhibit B attached hereto. (Select one)

- \$_____/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 Designer by the Client.

Other. _____

4. **Changes.** Any changes to the Work must be approved in writing by both parties.
5. **Warranties.** Subcontractor warrants that the Work will be performed in a workmanlike manner and in accordance with all applicable laws, codes, and regulations. Subcontractor further warrants that the Work will be free from defects in materials and workmanship for a period of [insert warranty period] from the completion of the Work.
6. **Insurance.** Subcontractor shall maintain insurance coverage as required by law and as reasonably necessary to protect against claims arising out of or in connection with the Work.
7. **Indemnification.** Subcontractor shall indemnify and hold harmless General Contractor, its agents, employees, and affiliates from any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Work.
8. **Termination.** Either party may terminate this Agreement for any reason upon [insert notice period] days' written notice to the other party.
9. **Assignment.** Subcontractor shall not assign or subcontract any of its obligations under this Agreement without the prior written consent of General Contractor.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of _____
12. **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.
13. **Materials and Equipment.** Subcontractor shall be responsible for providing all materials, tools, and equipment necessary to perform the Work. All materials shall be new, of good quality, and free from defects.
14. **Safety.** Subcontractor shall be responsible for maintaining a safe work environment and complying with all applicable safety laws, regulations, and standards. Subcontractor shall take all necessary precautions to prevent accidents, injuries, and property damage.
15. **Confidentiality.** Subcontractor shall maintain the confidentiality of all proprietary or confidential information of General Contractor and shall not disclose such information to any third party without the prior written consent of General Contractor.
16. **Intellectual Property.** Subcontractor acknowledges that all intellectual property created or developed in connection with the Work shall be the exclusive property of General Contractor, and Subcontractor hereby assigns all such intellectual property to General Contractor.
17. **Dispute Resolution.** Any disputes arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [insert location], and the arbitrator's decision shall be final and binding on both parties.

18. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, or government action.
19. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon delivery by hand, email, or certified mail, return receipt requested, to the addresses listed below:

General Contractor:

Address: _____.

Email: _____.

Subcontractor:

Address: _____.

Email: _____.

20. **Survival.** The provisions of this Agreement that by their nature should survive termination or expiration of this Agreement shall survive, including but not limited to the indemnification, warranties, and confidentiality provisions.
21. **Authority.** The parties represent and warrant that they have the authority to enter into this Agreement and to perform their respective obligations under this Agreement.
22. **Headings.** The headings in this Agreement are for convenience only and shall not affect its interpretation.
23. **No Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
24. **Amendment.** This Agreement may be amended or modified only by a written instrument executed by both parties.
25. **Independent Contractor.** Subcontractor is an independent contractor and not an employee, agent, or partner of General Contractor. Subcontractor shall be solely responsible for all taxes, insurance, and other obligations related to its status as an independent contractor.

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

Client/Contractor Name: _____

Title: _____

Subcontractor Signature: _____ **Date:** _____

Subcontractor Name: _____

Title: _____