

# SUBCONTRACT AGREEMENT

Parties: \_\_\_\_\_

## General Information:

Prime Contractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Project Name/Description: \_\_\_\_\_

## Scope of Work:

Subcontractor agrees to perform and complete the work described in Exhibit A attached hereto and incorporated by reference (the "Work") in accordance with the terms and conditions of this Agreement. Subcontractor shall furnish all labor, materials, equipment, tools, and supervision necessary to complete the Work.

## Contract Price and Payment Terms:

Prime Contractor agrees to pay Subcontractor the total sum of \$\_\_\_\_\_ for the satisfactory completion of the Work, subject to adjustments as provided in this Agreement. Payment shall be made according to the schedule set forth in Exhibit B. Subcontractor shall submit invoices detailing completed work and materials.

## Term and Termination:

This Agreement shall commence upon execution and shall continue until completion of the Work unless terminated earlier as provided herein. Either party may terminate this Agreement for cause upon written notice if the other party materially breaches any term and fails to cure within a reasonable period. Termination procedures and obligations are detailed herein.

## Independent Contractor Status:

Subcontractor is an independent contractor and not an employee or agent of Prime Contractor. Subcontractor shall have sole control over the manner and means of performing the Work and shall be responsible for all taxes, insurance, and compliance with applicable laws.

## Compliance with Laws and Regulations:

Subcontractor shall comply with all federal, state, and local laws, ordinances, regulations, codes, and permits applicable to the performance of the Work, including, without limitation, labor, safety, health, environmental, and building regulations.

## Insurance and Indemnification:

Subcontractor shall maintain insurance coverage in amounts and types reasonably acceptable to Prime Contractor, including general liability, workers' compensation, and automobile liability insurance. Subcontractor shall indemnify, defend, and hold harmless Prime Contractor and its agents from any claims, damages, losses, and expenses arising out of the performance of the Work.

## Warranties:

Subcontractor warrants that the Work shall be performed in a good and workmanlike manner, free from defects, and in accordance with the specifications and industry standards for a period of one year following completion. Subcontractor's warranties shall survive final payment.

**Change Orders:**

Any changes to the scope, price, or schedule of the Work must be authorized by a written change order signed by both parties before implementation. Unauthorized changes shall not be compensated.

**Dispute Resolution:**

Any disputes arising under or related to this Agreement shall be resolved by negotiation between the parties. If unresolved, disputes shall be submitted to mediation before a mutually agreed mediator. If mediation fails, disputes shall be settled by binding arbitration conducted in \_\_\_\_\_ County, \_\_\_\_\_ under the rules of the American Arbitration Association.

**Confidentiality:**

Subcontractor and Prime Contractor shall keep confidential all proprietary and non-public information received from the other party, and shall not disclose such information to third parties except as required by law or with prior written consent.

**Force Majeure:**

Neither party shall be liable for delays or failure to perform due to causes beyond reasonable control, including acts of God, war, terrorism, labor disputes, governmental acts, or natural disasters. The affected party shall notify the other promptly and use reasonable efforts to resume performance.

**Assignment and Subcontracting:**

Subcontractor shall not assign or subcontract its rights or obligations under this Agreement without prior written consent of Prime Contractor. Any permitted assignment or subcontract shall not relieve Subcontractor of its obligations.

**Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Entire Agreement and Amendments:**

This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. Any amendments must be in writing and signed by both parties.

**Severability:**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed to fulfill the intent of the parties.

**Waiver:**

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

**Counterparts and Electronic Signatures:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted by electronic means (including PDF) shall be deemed originals.

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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