***SUBCONTRACTOR AGREEMENT***

This Subcontractor Agreement (this "Agreement") is made effective as of [insert date], by and between [insert name of General Contractor], of [insert address] and [insert name of Subcontractor], of [insert address].

**RECITALS**

[insert name of General Contractor] has entered into a contract dated [insert date] with [insert name of Owner] of [insert address]. Under the Original Contract, [insert name of General Contractor] has agreed to [insert a brief description of the services contemplated by the original contract between the General Contractor and the Owner]. [insert name of General Contractor] wishes to subcontract with [insert name of Subcontractor] for a portion of the services contemplated by the Original Contract. [insert name of Subcontractor] is willing to provide such services.

**AGREEMENT**

Therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**1. Description of Services.**

Beginning on [insert date], [insert name of Subcontractor] will provide the services and/or materials (collectively, the "Services") as described on the attached Exhibit A. These services will be performed at the following address: [insert address].

[insert name of Subcontractor] will complete the Services strictly in accordance with any applicable plans and specifications as contained in the Original Contract, and in a workmanlike manner, meeting all local and state building codes, including the Uniform Building Code or other applicable local regulations.

**2. Payment for Services.**

In exchange for the Services, [insert name of General Contractor] will pay [insert name of Subcontractor] in the amount of $[insert amount]. Payment will be made when the Services are completed.

**3. Completion.**

All Services shall be completed by [insert name of Subcontractor] on or before [insert date].

**4. Permits.**

[insert name] shall be solely responsible for obtaining and paying for all necessary permits, licenses, and any other instruments required to perform the Services. [insert name] will fully cooperate with [insert name] in the obtaining of any permits and licenses, as necessary.

**5. Indemnity and Insurance.**

a. [insert name of Subcontractor] agrees to indemnify and hold harmless [insert name of General Contractor], Owner, Design Professionals, and their respective agents and assigns from all claims, losses, damages, expenses, fees including attorney fees, costs, settlements and judgments arising out of the performance of [insert name of Subcontractor] or resulting in whole or in part from the actual or alleged acts, omissions, or breaches of this Subcontract by [insert name of Subcontractor], or the violation of any relevant laws by [insert name of Subcontractor] or its employees, agents or others under its control while performing the Services under this subcontract.

b. [insert name of Subcontractor] shall maintain insurance policies, of each and every type, and with provisions and coverage amounts substantially identical to, corresponding requirements of [insert name of General Contractor] as described by the terms of the Original Contract. [insert name of Subcontractor] shall provide [insert name of General Contractor] with written proof of compliance with this paragraph prior to the commencement of the Services.

**6. Change Orders.**

If [insert name of Owner] requests or requires any change either expanding or limiting the work to be performed under the Original Contract, [insert name of Subcontractor] shall accept such change orders. [insert name of General Contractor] agrees to provide [insert name of Subcontractor] with written notice of any such change orders as soon as practical after [insert name of General Contractor] receives such notice. Any resulting increase or decrease in the subcontract price provided for in Paragraph 2 must be in writing, mutually agreed to, and signed by both parties. If the parties are unable to reach an agreement regarding any price adjustment for a change order, [insert name of Subcontractor] will proceed with the change order work and the matter shall be submitted to arbitration under the laws of [insert state] within [insert number] days from the issuance of the change order. Such arbitration shall set the change order price allowing [insert name of General Contractor] a reasonable profit, after considering direct costs and reasonable overhead expenses.

**7. Unforeseen Conditions and Acts of God.**

a. Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during construction, shall be the sole responsibility of [insert name of General Contractor]. Further, [insert name of Subcontractor] shall not be held responsible for reasonable delays caused by such conditions.

b. This Agreement is subject to force majeure, including without limitation, accidents, acts of God, fire, explosion, vandalism, storm, weather conditions, labor strikes, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the parties. [insert name of Subcontractor] shall not be held responsible for reasonable delays caused by such events, but shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance.

c. Nothing in this Agreement shall preclude [insert name of Subcontractor]'s claims for recovery of delay damages caused by [insert name of General Contractor], Owner, Design Professionals or parties other than Subcontractor, its employees, agents or others under Subcontractor's control on this project.

**8. Default.**

The occurrence of any of the following shall constitute a material default under this Agreement:

a. The failure of [insert name of General Contractor] to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure of [insert name of Subcontractor] to deliver the Services in the time and manner provided for in this Agreement.

**9. Remedies on Default.**

In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this Agreement if the default is not cured within [insert number of days] days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

**10. Relationship of the Parties.**

The provisions of this Agreement are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership, or other relationship between [insert name of General Contractor] and [insert name of Subcontractor] other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee, or representative of the other party. Neither party shall have the authority to bind the other party nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Agreement. Similarly, [insert name of Subcontractor] expressly acknowledges that [insert name of Subcontractor] is not an agent, employee, or representative of [insert name of Owner] and covenants to represent itself accordingly.

**11. Access, Signage Rights, and Design Plans.**

a. During the term of this Agreement, [insert name of Subcontractor] shall have at all times reasonable access to the construction site, and both [insert name of Subcontractor] and [insert name of General Contractor] will take all reasonable steps necessary to coordinate the progress of construction with other subcontractors so that the project can be completed in a timely manner.

b. During the term of this Agreement, [insert name of Subcontractor] may erect one temporary sign showing its name, service mark, trade name, or another commercial name, identifying [insert name of Subcontractor] as performing services on the construction project. The sign must be appropriate in appearance, style, and size, and must conform to all applicable federal, state, and local laws.

c. [insert name of General Contractor] will make available to [insert name of Subcontractor] all plans, specifications, drawings, blueprints, and similar construction documents necessary for [insert name of Subcontractor] to provide the Services. Any such materials shall remain the property of [insert name of General Contractor]. [insert name of Subcontractor] will promptly return all such materials to [insert name of General Contractor] upon completion of the Services.

**12. Notices.**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**13. Entire Agreement.**

This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

**14. Waiver.**

No waiver by either party of any breach of this Agreement shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

**15. Severability.**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. Amendment.**

This Agreement may be modified or amended only if made in writing and signed by both parties.

**17. Applicable Law.**

This Agreement shall be governed by the laws of the State of [insert state].

**18. Assignment.**

Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**19. Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of, the parties and their respective heirs, representatives, successors, and assigns.

**20. Signatories.**

This Agreement shall be signed by [insert name] and by [insert name] and shall be effective as of the date first written above.

SUBCONTRACTOR:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[insert name]

GENERAL CONTRACTOR:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[insert name]