Subcontractor Agreement

This Subcontractor Agreement ("Agreement") is entered into on this

[Date], by and between:

## CONTRACTOR:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## SUBCONTRACTOR:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 1. Project Description

The Contractor is hiring the Subcontractor to perform the following work:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Describe work in detail or refer to attached Scope of Work)

## 2. Project Location

The services will be performed at:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 3. Term

This Agreement shall begin on [Start Date] and end upon the completion of the work, estimated on or about [End Date], unless extended or terminated earlier in accordance with this Agreement.

## 4. Compensation

The Contractor agrees to pay the Subcontractor:
- Total Fee: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_
- Payment Schedule:
 - ☐ Upon completion
 - ☐ Weekly
 - ☐ Bi-weekly
 - ☐ Milestones (attach schedule)
Payments shall be made within \_\_\_\_ days of receiving an invoice.

## 5. Independent Contractor Status

The Subcontractor is an independent contractor and not an employee of the Contractor. Nothing in this Agreement creates a partnership, joint venture, or employer-employee relationship.

## 6. Licenses and Permits

The Subcontractor agrees to obtain and maintain all licenses, permits, and approvals necessary to perform the work described herein.

## 7. Insurance

The Subcontractor shall maintain the following insurance coverage:
- General Liability: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_
- Workers’ Compensation: As required by law
Proof of insurance must be provided to the Contractor upon request.

## 8. Indemnification

The Subcontractor agrees to indemnify and hold harmless the Contractor from all claims, damages, or losses arising from the Subcontractor’s work, except where such claims arise solely from the Contractor’s negligence.

## 9. Termination

Either party may terminate this Agreement with \_\_\_\_ days' written notice. Upon termination, the Subcontractor shall be paid for work completed to date.

## 10. Confidentiality

The Subcontractor agrees to keep all proprietary or confidential information of the Contractor strictly confidential.

## 11. Governing Law

This Agreement shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_.

## 12. Entire Agreement

This document represents the entire agreement between the parties and supersedes any prior oral or written agreements.

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

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_