

SUBCONTRACT AGREEMENT

● **DATE:** _____ ,19____ **LOT:** _____ **SUBDIVISION:** _____

● **ADDRESS:** _____

● **SCOPE OF WORK:** _____

● **THE CONTRACTOR WILL FURNISH:** _____

● **THE SUBCONTRACTOR WILL FURNISH:** _____

The above specified work is to be completed in strict conformance with all plans, specifications, and conditions relating to the job, in good and workman-like manner, and to standards of quality meeting or exceeding those generally accepted in the industry. In addition, the work is to be performed in compliance with OSHA regulations, and local, state, and national building codes. The Contractor will not pay for any additions or changes unless a written Additional Work/Change Order has been executed.

Although the Contractor has control over the quality of all work relating to this project, the Subcontractor is an independent contractor in all respects. The Subcontractor is responsible for his employees, his subcontractors, materials, equipment, and all applicable taxes and benefits. The Subcontractor will keep all liability and Workmens Compensation insurance policies (represented by the Certificates of Insurance supplied to the Contractor) in force until all work under this agreement is completed. The Subcontractor is responsible for coordinating his activity with other trades and promptly cleaning up any surplus or refuse which has been created by his work.

The Subcontractor promises to report to the job site on the agreed upon date and to pursue the job on a full time basis with a full crew until completion. If the Subcontractor does not report for three days (weather and unavailability of materials excepted), the Contractor, at his option, may cancel this contract and hire others to perform or complete the work; in which event the Subcontractor will be back-charged for any expense suffered by the Contractor because of delay, and for any additional expenses over and above the contract amount herein agreed upon, which the Contractor may bear in effecting the above described work by other means.

The Subcontractor hereby guarantees all work and materials furnished by him to be free from defects for a period of one year from date of installation, and agrees to correct any such defect within 72 hours of notification by the Contractor that such defect(s) exist.

In the event of unresolved disputes, both parties agree to binding arbitration by the American Arbitration Association prior to litigation

● **CONTRACT PRICE:** _____ **DOLLARS (\$ _____)**

● **PAYMENT WILL BE MADE AS FOLLOWS:** _____

Name of Contractor

Signature of Contractor

Date

Name of Subcontractor

Signature of Subcontractor

Date