

## **Subcontract Agreement**

General Contractor & Subcontractor

Balestreri Builders Inc

PO Box 7606 Spreckels, CA 93962 (O): 831.455.2010 (F): 831.455.2011

Info@BalestreriBuildersInc.com

This subcontract agreement is entered into between Balestreri Builders Inc acting as general contractor and the following designated subcontractor:

**DATE:**

**SUBCONTRACTOR:**

**DESCRIPTION OF WORK:**

**JOB ADDRESS:**

**TERMS AND CONDITIONS:**

1. This is a fixed price contract. The price is ..... \$
2. Subcontractor shall submit application for payment every 30 days to general contractor during the subcontractor's work on the job. Subcontractor shall submit a final application for payment not later than ten (10) days following the completion or termination of the subcontractors work on the job. All the subcontractors' charges shall be paid less 10% retention.
3. This subcontract may be terminated by general contractor or subcontractor at any time on notice without cause. Any notice of termination shall be in writing and dated, signed and delivered to the noticed party. On termination by either party subcontractor shall promptly submit its final application for payment which shall promptly submit its final application for payment and shall be processed in the same manner as any other applications for payment on termination. Subcontractor shall promptly remove all tools and equipment and cover or otherwise protect as necessary any material left of the job site.
4. Any changes, modifications, additions or deletions in or to the description of the work to be performed by the subcontractor under this agreement shall be

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set forth in a change order to be approved and signed by subcontractor and general contractor.

5. Subcontractor shall at its own expense, maintain general liability, workmen's compensation, completed operations, product liability and motor vehicle liability insurance in an amount satisfactory to the general contractor.  
**Subcontractor shall provide certificates of said insurance to general contractor naming Balestreri Builders Inc as additional name insured.** In the event the subcontractor fails to maintain workers compensation and other insurance covering all of the subcontractors employees, operations, work product, and the general contractor is called upon to provide or pay for such insurance the subcontractor shall immediately reimburse the general contractor for all insurance related cost and premiums or any other expenses incurred in obtaining such coverage.
6. To the fullest extent permitted by law the subcontractor shall indemnify and hold the general contractor and all of its agent and employees harmless from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the subcontractors work under this subcontract and caused in whole or in part by any negligent or intentional act or omission of subcontractor or any of its agent or employees.
7. All claims disputes and other matters in question arising out of, or relating to this subcontract, or the breach of thereof, shall be decided any arbitration, which shall be conducted in the same manner and under the same procedure as provided in the contract documents with respect to the disputes between the owner and the general contractor. In the event of any such claims, disputes or other matter in question. The general contractor may require the subcontractor to wait before arbitration until the general contractors work is completed or the general contract has been terminated. Subcontractor consents to being joined as a party in any arbitration between owner and general contractor involving the work of the subcontractor in any arbitration or legal action concerning this agreement. The prevailing party shall be entitled to recover reasonable attorney's fees in addition to all other awards.
8. Subcontractor expressly warrants and guarantees that all work performed and material used by the subcontractor in the performance of its works shall be of good and merchantable quality free from defect or vice and suitable for its intended purpose and application and shall serve its intended purpose to owners and general contractors satisfaction for a period of ten (10) contractors warranty and guarantee under this provision is separate from

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the additional to any manufacturer's warranty and guarantee for any product used by the subcontractors work. The Subcontractors in the performance of its work shall at subcontractors own expense immediately repair or replace any of the subcontractor's work which does not meet the approval of the general contractor, owner, engineer or architect, if any, on the job.

9. It shall be the subcontractors responsibility to be knowledgeable and comply with all the building codes and otherwise laws, industry standards, all manufacturers specification relating to the subcontracts work and the materials used by subcontractor in the performance of its work it shall not be the general contractors duty to advise the subcontractor of such requirements.
10. It shall be the subcontractor's responsibility to inspect the contract documents relating to the general contract. This includes all plans and specifications relating to the subcontractors works.
11. The subcontractor constitutes the entire agreement between the general contractor and the subcontractor and in no part of this subcontract agreement shall be modified or changed except in writing dated and signed by both the general contractor and the subcontractor.

Date \_\_\_\_\_ By \_\_\_\_\_

*Subcontractor*

Date \_\_\_\_\_ By \_\_\_\_\_

Mario M. Balestreri - General Contractor