



**SAMPLE
DOCUMENT**

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SUBCONTRACTOR CONTRACT

THIS AGREEMENT, Made as of (Current Date), In the Year of (Current Year)

Between the Contractor: **Owner's Name**
Address
Phone Number

And the Sub-Contractor: **Sub-Contractor's Name**
License Number
Address
Phone Number

For the Project: **Project Name**
Address

ARTICLE 1. SCOPE OF WORK

1.1. Subcontractor has heretofore entered into a contract with said Co
labor, materials and equipment to perform all work described by
construction documents.

ARTICLE 2. PAYMENT TERMS

2.1. The Contractor agrees to pay the Subcontractor within (number of days) of
completion of the work **and payment by the owner for such work**

2.2. Subcontractor understands and agrees that progress payment requests shall be
and given to the contractor/job superintendent before **Wednesday**
following Friday. All work for the portion requested must be completed
request for payment. The Contractor will request a draw and
made to the Subcontractor after the draw is received. Please note that
of Workman's Compensation Insurance must be received before a draw is
made or the contractor will hold a percentage needed to cover the cost of the
job.

2.3. The Total Contract Amount shall be \$ _____

ARTICLE 3. TIME OF COMPLETION

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Contract
Project Name

- 3.1. Subcontractor shall keep both an adequate size and properly trained crew so as to complete the project within **(number of days)** and work within the schedule.

ARTICLE 4. CHANGE ORDERS

- 4.1. Subcontractor understands and agrees that no change orders or modifications shall be made unless agreed to in writing by Contractor. If any additional work is required and not covered in this contract, the Subcontractor proceeds at his own expense. No alterations, additions, or small changes can be made to the method of the performance, without the written change order signed by Contractor and Subcontractor.

ARTICLE 5. CLEAN-UP

- 5.1. Subcontractor will be responsible for cleaning up the job on a daily basis. Construction generated construction debris, drink cans, food wrappers, and/or other items. If necessary, becomes necessary, the Subcontractor will be back charged for a fee for deducting clean up costs from payments.

ARTICLE 6. TAXES AND PERMITS

- 6.1. The Subcontractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, and materials required to fulfill this contract. The Subcontractor is responsible for obtaining all permits to the law, ordinances and regulations where the work is performed.

ARTICLE 7. INSURANCE AND INDEMNITY

- 7.1. The Subcontractor shall maintain, at his own expense, full and complete insurance coverage on all work until final approval of the work described in the contract. The Contractor shall not hold the Contractor liable from any and all costs, damages, fees, and expenses for any claims arising on the project. Failure of the Subcontractor to maintain adequate insurance coverage may deem a material breach allowing the Contractor to terminate this contract or to provide insurance at the Subcontractor's expense.

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- 7.2. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, Contractor's representatives, agents and subcontractors from all claims, losses, damages and expenses, including attorney's fees and costs, resulting from the performance of the work, provided that such claim or expense is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly employed by them or anyone who is acting on their behalf, for, and attributes to bodily injury, sickness, disease or death, moral or destruction of tangible property (other than the work itself) including consequential or economic loss or damage, regardless of whether or not it is caused in part by a party other than the Subcontractor.

ARTICLE 8. LIQUIDATED DAMAGES

- 8.1. If the project is not substantially completed on the stated completion date, the Subcontractor shall pay to the Contractor the sum of (\$ cost per day of inexcusable delay until the work is substantially completed) as liquidated damages.

ARTICLE 9. WARRANTY

- 9.1. Subcontractor shall warrant all labor, materials and equipment furnished under this contract for (number of years) against defects in workmanship or material. If the manufacturer's warranty will prevail. No legal action of any kind regarding project performance or this contract shall be initiated by either party after (number of years) beyond the completion of the project.

ARTICLE 10. HAZARDOUS MATERIALS, WASTE AND ASBESTOS

- 10.1. Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, this agreement includes the specific handling, disturbance, removal and disposal of hazardous materials, waste or asbestos, upon discovery of such materials. The Subcontractor shall notify the Contractor immediately and allow the Contractor to contract with a properly licensed and qualified hazardous material removal contractor.

ARTICLE 11. ARBITRATION OF DISPUTES

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11.1. Any controversy or claim arising out of or relating to this contract, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment of the arbitrator(s) may be entered in any court having jurisdiction

ARTICLE 12. ATTORNEY FEES

12.1. In the event of any arbitration or litigation relating to the project, pursuant to this contract, the prevailing party shall be entitled to reasonable attorney's fees and expenses.

ARTICLE 13. ACCEPTANCE

WITNESS our hand and seal on this _____ day of _____,

Signed in the presence of:

Contractor's Name

Date

Subcontractor's Name

Date

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SUBCONTRACTOR PAYMENT GUIDELINES

THIS AGREEMENT, Made as of (Current Date), In the Year of (Current Year)

Between the Contractor: **Owner's Name**
Address
Phone Number

And the Sub-Contractor: **Sub-Contractor's Name**
License Number
Address
Phone Number

For the Project: **Project Name**
Address

Sub-Contractor understands and agrees that final or progress payments to the office of the contractor by **12:00 noon on each Wednesday**. **All work requested must be completed prior to the request for payment.** Payment by this deadline will be paid **after 2:00 pm on Friday of the same week**. Payment is received **after 12:00 noon on Wednesday, will not be processed for payment following Friday**. No exceptions can or will be made. Contractor must process requests prior to **Wednesday noon** to incorporate them into billing and draw

Acceptance

WITNESS our hand and seal on this _____ day of _____,

Signed in the presence of:

Accepted for Sub-Contractor By
(Sub-Contractor Company)

Sub-Contractor's Signature

Date

Title

Accepted for Contractor By
(Contractor Company)

Contractor's Signature

Date

Initialed by: Ow

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