

SUBCONTRACTOR AGREEMENT

PARTIES

- This Subcontractor Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____, (hereinafter referred to as the “**Subcontractor**”) and _____, with an address of _____, (hereinafter referred to as the “**Contractor**”) (collectively referred to as the “**Parties**”).

TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on _____.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

SERVICES PROVIDED

- Hereby, the Subcontractor agrees to provide the services listed below (hereinafter referred to as the “**Services**”):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

- The Parties agree that the Services must be completed by _____

COMPENSATION

- Hereby, the Contractor agrees to pay the Subcontractor an amount of _____ for the Services provided by the Subcontractor set forth in this Agreement.

- The amount of the total cost of the Services is _____.
- An amount of _____ will be provided at the signing of this Agreement.
- An amount of _____ will be provided at completion.

PAYMENT

- Hereby, the Parties agree that the final payment of the Services will be made within _____ days upon the completion of the Services set forth in this Agreement.
- The Parties agree that the means of payment will be via _____
_____.

WARRANTY

- Hereby, the Subcontractor warrants the Services provided for a period of _____ years against any possible defects in terms of materials and/or workmanship.

INDEMNITY AND INSURANCE

- Hereby, the Subcontractor agrees to indemnify the Contractor as well as defend him/her and any affiliated entities and/or individuals, if any, from any claims that may arise from third parties that relate to the Subcontractor's work.
- The Parties agree that the Subcontractor will hold at least the minimum required insurance coverage related to Workers' Compensation, Commercial General Liability, and Automobile Liability.

RELATIONSHIP BETWEEN THE PARTIES

- Hereby, the Parties agree that this Agreement is a subcontractor agreement where the Subcontractor is an independent contractor who provides the services hereunder.
- Under no circumstances shall the independent contractor be considered an employee, representative, agent or partner.
- This Agreement does not create any other partnership between the Parties.

EXCLUSIVITY

- The Parties agree that this Agreement is not an exclusive arrangement and that the Parties are entitled to enter into other similar agreements with other parties.

TERMINATION

- This Agreement may be terminated in the event that any of the following occurs:

1. Immediately, in the event that one of the Parties breaches this Agreement or one of the conditions set forth in this Agreement and does not amend them within a period of _____.
2. At any given time by providing a written notice to the other party _____ days prior to terminating the Agreement.

DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of _____.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of _____.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- Accordingly, any amendments made by the Parties will be applied to this Agreement.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

SUBCONTRACTOR

CONTRACTOR

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____