

**SUBCONTRACT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_ hereinafter called the Contractor and \_\_\_\_\_ of \_\_\_\_\_ hereinafter called the Subcontractor.

Witnesseth, That for the consideration hereinafter named, the said Subcontractor agrees with said Contractor, as follows:

SECTION 1: The Subcontractor agrees to furnish all labor, material, necessary to perform and complete all the work for (Project Description)

As described in Section 2 hereof, and in accordance with the drawings, General Conditions of the Contract, Supplementary General Conditions, specifications and addenda Nos. \_\_\_\_\_ to \_\_\_\_\_, inclusive, prepared by \_\_\_\_\_.

SECTION 2: Scope of Work: The Subcontractor agrees to promptly begin said work within \_\_\_\_ days, after notification by said Contractor, and complete all work as follows: \_\_\_\_\_ in accordance with this Agreement. (Work Description)

SECTION 3: The Subcontractor shall take out and pay for Employers' Liability Insurance and Public Liability and Property Damage Insurance, certificates of same to be deposited with the Contractor before any work is started; also pay for all state and/or federal taxes, assessments, Unemployment Compensation Contributions or other charges, and acquire and pay for necessary permits and/or licenses to do business as required by law.

SECTION 4: No extra work, back charges or changes under this contract will be recognized or paid for, unless agreed to in writing by the Contractor and Subcontractor before the work is done or the changes made. No oral agreements will be made by either party.

SECTION 5: This contract shall not be assigned by the Subcontractor without first obtaining permission in writing from the Contractor. The Subcontractor shall be responsible for performance of work by his employees, agents or his Subcontractors, and the Subcontractor agrees to bind his Subcontractors to all provisions of this agreement.

SECTION 6: Subcontractor agrees to be bound by all terms and conditions of all provisions of the General Conditions of the Contract (AIA A201 latest edition unless otherwise specified).

Insofar as the provisions of the General Contract do not conflict with specific provisions herein contained, they, and each of them, are hereby incorporated into this Subcontract as fully as if completely

rewritten herein. The Subcontractor agrees to be bound to the Contractor by all terms of the General Contract applicable to this Subcontract, and to assume toward Contractor, with respect to the work and all operations of Subcontractor on this construction project, all the obligations and responsibilities that Contractor by the General Contract assumes toward Owner. The Subcontractor agrees that it will so perform this subcontract as not to violate any terms, covenants or conditions of the General Contract. The relationships of the Subcontractor hereunder toward Contractor shall be the same as that of Contractor toward the Owner under the General Contract, and the relationship of the Contractor hereunder to the Subcontractor shall be the same as that of the Contractor under the General Contract.

SECTION 7: The Subcontractor and Contractor agree to observe and comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to the Occupational Safety and Health Act of 1970 effective where the work under this Subcontract is to be performed.

SECTION 8: The Subcontractor agrees to indemnify and save harmless the Contractor from any and all loss or damage (including, without limiting the generality of the foregoing, legal fees, and disbursements paid or incurred by the Contractor to enforce the provisions of this paragraph), occasioned wholly or in part by any negligent act or omissions of the Subcontractor or that of anyone directly or indirectly employed by them or performing the work of this Subcontract under the direction of the Subcontractor or anyone for whom acts any of them may be liable in carrying out the provisions of the general contract and of this Subcontract regardless of whether or not it is caused in part by a party indemnified hereunder.

SECTION 9: Special Conditions: (Insert the word "None" OR the Special Conditions.) Note: All Special Conditions must be INITIALED by both parties.

IN CONSIDERATION WHEREOF, the said Contractor agrees that he will pay to the said Subcontractor, in \_\_\_\_\_ payments, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the said materials and work, said amount to be paid as follows: \_\_\_\_\_ percent (\_\_\_\_\_% ) of the value of labor and materials incorporated by Subcontractor in the work and of materials stored on the job site in an acceptable manner, to be paid on the \_\_\_\_\_ of the following month, except the final payment which the said Contractor shall pay to the said Subcontractor within \_\_\_\_\_ days after the final acceptance of the Subcontractors work by the Architect-Engineer-Contractor-Owner (circle which one is applicable) and said Subcontractor shall have submitted satisfactory evidence that all obligations have been paid, and said Subcontractor has filed all necessary Sales and Use Tax report forms and any other required reports.

The Contractor and the Subcontractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement.

IN WITNESS WHEREOF, they have executed this agreement the day and date written above.

\_\_\_\_\_

**Contractor**

By \_\_\_\_\_

**Subcontractor**

By \_\_\_\_\_