

Subcontractor Agreement Template

Professional Agreement for Your Construction Projects

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SUBCONTRACTOR AGREEMENT

PARTIES

This Agreement is entered into effective as of [DATE], between [GENERAL CONTRACTOR NAME], a [STATE] [ENTITY TYPE] ("Contractor") and [SUBCONTRACTOR NAME], a [STATE] [ENTITY TYPE] ("Subcontractor").

SCOPE OF WORK

Subcontractor agrees to provide the following services/materials: [DETAILED DESCRIPTION OF WORK]. Work shall be performed in accordance with all specifications, plans, and schedules provided by Contractor.

PAYMENT TERMS

Contract Amount: \$[AMOUNT]
Payment Schedule: [DESCRIBE PAYMENT SCHEDULE]
Final Payment: Due within [#] days of completion
Retainage: [#]% of each payment (if applicable)

INSURANCE REQUIREMENTS

Subcontractor shall maintain:
General Liability: Minimum \$[AMOUNT] per occurrence
Workers' Compensation: As required by state law
Equipment Insurance: For all equipment over \$[AMOUNT]
Certificate of Insurance: Provided before work begins

INDEMNIFICATION

Subcontractor agrees to indemnify and hold harmless Contractor from any claims, damages, or expenses arising from Subcontractor's negligence or failure to perform under this Agreement.

TERMINATION

This Agreement may be terminated:
For Cause: Immediately upon written notice if Subcontractor fails to perform
For Convenience: With [#] days written notice
Upon termination, Subcontractor shall be paid only for work completed

DISPUTE RESOLUTION

Any disputes shall be resolved through: (1) Good faith negotiation, (2) Mediation if negotiation fails, (3) Arbitration as final resolution.

CHANGE ORDERS

All changes to the scope of work must be documented in writing and signed by both parties. No verbal change orders shall be valid.

SAFETY REQUIREMENTS

Subcontractor shall comply with all OSHA regulations and site safety requirements. Subcontractor is responsible for the safety of its employees.

COMPLIANCE

Subcontractor shall comply with all federal, state, and local laws, including prevailing wage requirements, licensing requirements, and tax obligations.

BEFORE YOU SIGN - 12 Things Every Contractor Should Verify

- Subcontractor has valid business license and required trade licenses
- Insurance certificates provided and verified (not expired)
- Contractor has federal tax ID (W-9) on file
- All pricing is documented and matches the contract
- Payment schedule is clearly defined and realistic
- Scope of work is detailed with specific deliverables
- Change order process is documented in writing
- Start and end dates are specified
- All required permits/inspections are accounted for
- Cleanup and site restoration responsibilities are clear
- Lien waivers will be required with final payment
- Subcontractor's work is covered by appropriate insurance

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