

<Your Company Header>

Subcontractor Agreement

Job Name

This Contract for Services (this "Contract") is made effective as of February,02,2002, by and between <Your Company Name > of <your address>, <City><State>,<Zip>, and **Abc Install** of 1234 EZ St., City, State Zip In this Contract, the party who is contracting to receive services will be referred to as "<Company Short name>," and the party who will be providing the services will be referred to as "**Abc Install**."

1. **DESCRIPTION OF SERVICES.** Beginning on February,02,2002, **Abc Install** will provide to "<Company Short name>the services described in the attached Exhibit (collectively, the "Scope of Work" pages < 4,5,6>).
2. **COMPLETION DATE.** All "Scope of Work" shall be completed by **August,26,2002** .
3. **PAYMENT FOR SERVICES.** In exchange for the Services "<Company Short name>will pay **Abc Install** according to the following schedule : The sum of **\$60,000.00** in (1) installment(s) of **\$60,000.00**. Last payment will be issued only upon completion of this agreement, and contracted services have been deemed acceptable by "<Company Short name>. All work order additions and or omissions must be approved by "<Company Short name>. **Abc Install** will accept all financial responsibility for any work preformed by **Abc Install** that is not covered in this agreement or that is not approved by "<Company Short name>.
4. **PURCHASE ORDER.** All payments made to **Abc Install** in reference to this agreement will be tracked by purchase order # **11425**
5. **PERFORMANCE.** "<Company Short name>is required to meet all reasonable completion schedules set forth by the general contractor therefore **Abc Install** agrees to, supply as many workers as needed, or work as many hours as needed, to meet these completion schedules as well.
6. **PROTECTION \ PUNCH.** **Abc Install** will be responsible for protecting installed items by covering the items up immediately after installation. "<Company Short name>will supply all material required to cover items. **Abc Install** agrees to thoroughly clean all items described in the "Scope of Work" prior to completion of this agreement. **Abc Install** agrees to complete all typical punch items as required after installation.
7. **TOOLS.** **Abc Install** is responsible for furnishing all tools and equipment required to fulfill this agreement. "<Company Short name>will not be responsible for any lost or stolen tools or equipment.
8. **OVERTIME.** **Abc Install** shall be responsible for including any overtime, in its original bid, required to meet the completion schedule set forth by this agreement. Any overtime compensation that is not covered in this agreement caused by ,but not limited to, additions or schedule changes shall be agreed upon by "<Company Short name>and **Abc Install** in writing prior to commencement of said work.
9. **TERM.** This Contract will terminate automatically upon completion by **Abc Install** of the Services required by this Contract.
10. **CANCELLATION / TERMINATION.** In the event that the "Scope of Work" is canceled **Abc Install** will be compensated for any work completed based on the break down of its bid. If the work completed is not covered in **Abc Install**'s bid then "<Company Short name>reserves the right to compensate **Abc Install** based on a percentage scale of work completed up to the cancellation date. "<Company Short name>reserves the right to terminate this agreement at any date, with no further compensation, if "<Company Short name>determines that **Abc Install** is not performing its obligations to fully meet this agreement, also **Abc Install** agrees to reimburse "<Company Short name>for all cost incurred by "<Company Short name>due to **Abc Install** negligence.
11. **RELATIONSHIP OF PARTIES.** It is understood by the parties that **Abc Install** is an independent contractor with respect to "<Company Short name>, and not an employee of "<Company Short name>. "<Company Short name>will not provide fringe benefits, including liability, workman's compensation, health insurance benefits, paid vacation, or any other employee benefit, for the benefit of **Abc Install**.

This is a generic contractor/subcontractor agreement contract. Please consult your Attorney for appropriate wording that may or may not need to be a part of this contract

12. **AVAILABILITY.** *Abc Install* agrees to participate in a minimum of one pre-construction meeting with “<Company Short name>”, and will also attend scheduled meetings with a notice of no less than 48 hours. *Abc Install* also agrees to make its employees available for drug test and back ground checks if so requested by the general contractor. “<Company Short name>” will agree to pay the hourly wages of *Abc Install*’s employees for the time taken to complete the drug test.
13. **RECEIPT OF GOODS.** *Abc Install* agrees to have a representative available at the work site whom will be responsible for inspecting and accepting all goods delivered by “<Company Short name>”. *Abc Install* also agrees to be financially responsible for the replacement of any damaged, lost, or stolen goods due to *Abc Install*’s negligence. A delivery notice will be issued to *Abc Install* 24 hours prior to any delivery deemed to be after hours.
14. **CONFIDENTIALITY.** *Abc Install*, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of *Abc Install*, or divulge, disclose, or communicate in any manner, any information that is proprietary to “<Company Short name>”. *Abc Install* and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Upon termination of this Contract, *Abc Install* will return to “<Company Short name>” all records, notes, documentation and other items that were used, created, or controlled by *Abc Install* during the term of this Contract.
15. **INDEMNIFICATION.** *Abc Install* agrees to indemnify and hold “<Company Short name>” harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against “<Company Short name>” that result from the acts or omissions of *Abc Install* and/or *Abc Install*’s employees, agents, or representatives.
16. **WARRANTY.** *Abc Install* shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in *Abc Install*’s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to *Abc Install* on similar projects. Installation warranty period shall not exceed 365 days from the completion date of this agreement.
17. **CONDUCT AND APPEARANCE.** *Abc Install*, and all its employees, agents, or representatives shall conduct themselves in a professional manner at all times while representing “<Company Short name>”. Appearances by *Abc Install*’s workers shall meet the guidelines set forth by “<Company Short name>”. (i.e. No short pants, No T-shirts with offensive language or symbols, No wearing of any garments or hat that bears the name or trademark of any company that might be in competition with “<Company Short name>”).
18. **INJURIES.** *Abc Install* acknowledges *Abc Install*’s obligation to obtain appropriate insurance coverage for the benefit of *Abc Install* (and *Abc Install*’s employees, if any). *Abc Install* waives any rights to recovery from “<Company Short name>” for any injuries that *Abc Install* (and/or *Abc Install*’s employees) may sustain while performing services under this Agreement and that are a result of the negligence of *Abc Install* or *Abc Install*’s employees.
19. **INSURANCE REQUIREMENTS.** <*Abc Install*> acknowledges that they are required to obtain General liability insurance in the amount of 1,000,000 per occurrence & 2,000,000 aggregate,. They are also required to name <*Your Company Name*> as an additional insured to the general liability policy. <*Abc Install*> acknowledges that they are required to obtain workers compensation insurance as required by the statutes of the state. General Liability & Workers Compensation policies shall contain a waiver of subrogation in favor of <*Your Company Name*>. <*Abc Install*> shall also obtain commercial auto insurance with limits of no less than 500,000 C.S.L. and name <*Your Company Name*> as additional insured
20. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 working days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
21. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no

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other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

22. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
23. **AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
24. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the <Your State>.
25. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
26. **ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient: "<Company Short name>"

By: _____ Date: _____
Company Rep.
Division Manager

Service Provider: [Abc Install](#)

By: _____ Date: _____
John Doe
Owner

(The rest of this page is left blank intentionally)

Scope of work for **Abc Install**
Job Name

Please refer to “<**Company Short name**> drawings for locations listed below.
Abc Install to install all items listed below.

(End of Scope of Work)