[Your Business Name]
[Street Address]
[City, State ZIP]
[Phone] · [Email]
[Website]
License #: [License Number]

SUBCONTRACT

Agreement #	[0001]
Date	[MM/DD/YYYY]
Project #	[Job Number]
Prime contract	[dated MM/DD/YYYY]

CONTRACTOR

[Your Business Name], the business shown above ("Contractor")
Contact: [Name, title]
[Phone] · [Email]

SUBCONTRACTOR

[Subcontractor Business Name] ("Subcontractor")
[Street Address], [City, State ZIP]
[Phone] · [Email]
License #: [Number] · Trade: [e.g. Electrical]

PROJECT

[Project Name]
[Job Site Address], [City, State ZIP]
Owner: [Owner Name]

PRICE AND DATES

Subcontract price: [$0.00] ([lump sum / unit prices, Exhibit B])
Start: [MM/DD/YYYY]
Substantial completion: [MM/DD/YYYY]

1. Scope of work. Subcontractor will furnish all labor, materials, tools, equipment and supervision needed to perform the following work: [describe the work in detail], according to [the plans and specifications dated MM/DD/YYYY, Exhibit A]. Not included: [list exclusions].

2. Price. Contractor will pay Subcontractor the subcontract price shown above for the complete scope of work, adjusted only by signed change orders. The price includes [all taxes, permits for Subcontractor's work, delivery and cleanup] unless stated otherwise.

3. Payment. Subcontractor will invoice [monthly on the Xth / at the milestones in Exhibit B] for work completed. Contractor will pay approved invoices within [X] days of receipt. Contractor will hold [X]% retainage from each payment, released [within X days after final completion and acceptance of the work]. [Add any other conditions on payment, reviewed by your attorney.]

4. Schedule. Subcontractor will start on the start date, keep enough workers on site to stay on Contractor's schedule, and reach substantial completion by the date above. Subcontractor will tell Contractor in writing within [X] days of any event that may delay the work.

5. Changes. No change to the scope, price or schedule is valid unless it is written in a change order that describes the work, the price change and the schedule change, and is signed by both parties before the changed work starts. Work done without a signed change order will not be paid as extra work.

6. Insurance. Before starting work, Subcontractor will give Contractor certificates of insurance showing: commercial general liability of at least [$0 per occurrence / $0 aggregate]; commercial auto liability of at least [$0]; workers' compensation as required by law and employer's liability of at least [$0]; [umbrella of $0]. Contractor [and Owner] will be named as additional insured on the general liability policy [on a primary and non-contributory basis]. Subcontractor will keep this coverage in force until the work is complete and will notify Contractor right away if any policy is cancelled.

7. Indemnity. To the fullest extent permitted by law, Subcontractor will defend, indemnify and hold harmless Contractor [and Owner] from claims, damages, losses and expenses, including attorney fees, to the extent caused by the negligence or other fault of Subcontractor, its employees, its suppliers or anyone working under it. [Your attorney should adapt this clause to your state's law.]

8. Warranty. Subcontractor warrants that its work and materials will be new unless stated otherwise, of good quality, free from defects and in line with the contract documents for [1 year] from [substantial completion of the project]. Subcontractor will correct defective work at its own cost promptly after notice.

9. Liens and lien waivers. Subcontractor will pay its workers, suppliers and lower-tier subcontractors when due and keep the project free of liens arising from its work. With each payment request, Subcontractor will provide a conditional lien waiver for that payment and an unconditional lien waiver for the previous payment, from itself and [from its suppliers and lower-tier subcontractors], on the statutory forms where state law requires them.

10. Independent contractor. Subcontractor is an independent contractor, not an employee, partner or agent of Contractor. Subcontractor controls the means, methods and sequence of its work within the project schedule, provides its own tools and equipment, and is solely responsible for its employees' wages, benefits, payroll taxes and insurance. Subcontractor will provide a completed IRS Form W-9 before the first payment.

11. Licenses, permits and laws. Subcontractor holds and will keep all licenses required for its work. [Subcontractor / Contractor] will obtain and pay for the permits and inspections for Subcontractor's work. Subcontractor will follow all applicable codes and laws.

12. Safety and cleanup. Subcontractor is responsible for the safety of its employees and work, will comply with OSHA and all applicable safety rules and the project's safety requirements, and will report accidents to Contractor the same day. Subcontractor will clean up its debris [daily] and leave its work area broom clean.

13. Termination. If Subcontractor fails to perform any part of this agreement and does not start correcting the failure within [X] days after written notice, Contractor may terminate this agreement, finish the work by other means and deduct the extra cost from any amount owed. Contractor may also terminate for its convenience with [X] days' written notice and pay for work properly performed to that date. [Subcontractor may stop work if an approved payment is more than X days late, after written notice.]

14. Disputes. The parties will first try to settle any dispute by negotiating in good faith. If that fails, [they will try mediation before going to court / the dispute will be decided by arbitration under (rules)]. This agreement is governed by the laws of [State], and any court action will be filed in [County, State].

15. Entire agreement. This agreement, with [Exhibit A: plans and specifications; Exhibit B: price and payment schedule; the insurance certificates], is the whole agreement between the parties. Any change must be in writing and signed by both parties. If any part is found unenforceable, the rest stays in effect.

Contractor signature	Date	Subcontractor signature	Date
Printed name and title		Printed name and title	

[Starting point only, not legal advice: have an attorney in your state review it before use.]

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