

SUBCONTRACTING AGREEMENT

This Subcontracting Agreement is entered into this _____ day of _____, _____, by and between:

SUBCONTRACTOR:	
Address:	
City/State/Zip:	
Phone No(s):	
Fax Number:	
License Number:	

and:

PRIME CONTRACTOR:	
Address:	
City/State/Zip:	
Phone No(s):	
Fax Number:	
License Number:	

RECITALS:

WHEREAS Prime Contractor has entered into an agreement (the “Main Agreement”) dated the _____ day of _____, _____, with [Name of Property Owner] (the “Owner”) to furnish labor, materials, equipment and other related services in connection with the construction / renovation of the property described below; and

WHEREAS, Prime Contractor wishes to subcontract certain portions of the aforesaid work (as hereinafter described) to Subcontractor, and Subcontractor agrees to perform such work (the labor, materials, equipment and other services provided by Subcontractor hereinafter collectively referred to the “Work”).

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

Description of Property

Subcontractor shall furnish the materials, labor, equipment and services comprising the Work upon the following described property (the "Job Site"):

Address of property: _____

Legal description: _____

Description of Work

Subcontractor agrees to perform, in a thorough and workmanlike manner according to industry standards, and in accordance with Prime Contractor's plans and specifications incorporated by reference herein, the Work described below:

*[Enter **detailed** description of work to be done and materials and/or equipment to be performed and provided by Subcontractor.]*

- (a) (item 1)
- (b) (item 2)
- (c) (etc)

Additional Work

The parties may agree to additional services and work ("Extras"), but any such Extras must be agreed to by written change order signed by both parties. Any such change orders are a part of this Agreement and are incorporated herein as a part of this Agreement. Both parties will negotiate the amount to be added to or subtracted from Subcontractor's compensation for Extras or for deletions. Upon request of Prime Contractor, Subcontractor shall promptly submit detailed estimates of the cost of any Extras or deletions to assist in determining such change in compensation.

Commencement and Completion of Work

Subcontractor agrees to complete all work in accordance with the schedule set up by Prime Contractor. Subcontractor shall not deliver any materials to or commence work at the Job Site until notified in writing to do so by Prime Contractor. Subcontractor agrees to begin work within a reasonable time after being notified by Prime Contractor and complete the work within _____ working days or by _____ *[insert date]*, subject to such extensions of time as Subcontractor and Prime Contractor shall deem justified for delays caused by acts of God or other unavoidable causalities beyond Subcontractor's control such as but not limited to acts of others, inclement weather, labor troubles, shortages of materials, extra work, and/or the failure of Subcontractor to receive timely progress payments. "Working days" are defined as Monday through Friday inclusive, statutory holidays excluded.

Compensation

Prime Contractor agrees to pay to the Subcontractor for the satisfactory performance of the Work hereunder the sum of _____ DOLLARS (\$_____) in accordance with the terms and conditions set out herein.

Schedule of Payments

Prime Contractor shall pay Subcontractor according to the following schedule of payments:

Date / Stage of Work Completed	Payment

Payment for Extras shall be paid as follows: *[Enter payment details. E.g. "Upon completion of the Extras and within ___ days of submission of Subcontractor's invoice".]*

Before any payment is made hereunder, Subcontractor shall provide Prime Contractor with labor and material releases, in proper statutory form and shall release all lien rights for work performed and materials furnished through the date to which the payment applies (if applicable).

THIS IS AN 8-PAGE DOCUMENT.