

Model Subcontractor Agreement

Master Terms and Conditions

Date: _____

This agreement made and entered into by and between _____ hereinafter "Contractor" and _____ hereinafter "Subcontractor".

The Subcontractor hereby agrees that it will abide by these master terms and conditions on each and every individual project and contract that it enters into with Contractor. It is understood that the price shall be determined on an individual project basis and shall be submitted to the Contractor prior to commencement of each individual project. Failure of price submittal prior to commencement shall not relieve the Subcontractor of the obligations contained herein.

In consideration therefore, the Subcontractor agrees as follows:

1. To furnish all supervision, labor, materials, and tools necessary to complete the Subcontractor's work in a thoroughly workmanlike manner and according to applicable codes and manufacturer's instructions.
2. To complete the Subcontractor's work according to plans and specifications provided by Contractor.
3. All change orders shall be in writing and signed by the contractor and subcontractor.
4. Subcontractor agrees to complete the project within the time frame given on each individual project as dictated by the Contractor.
5. Subcontractor will be responsible for any damage done by the subcontractor, his immediate employees, or other contractors who are doing the work of the subcontractor.
6. Subcontractor agrees that all labor and material furnished to Contractor shall be warranted to the same extent that the Contractor has warranted the same to the Owner. Subcontractor agrees to satisfy such warranty obligations without cost to the Owner and/or Contractor.
7. Payments shall be made to the Subcontractor based on the Subcontractor's percentage of completion and approval by the Contractor.
8. To provide General Liability and Workers' Compensation insurance. Subcontractor agrees to name the Contractor as an additional insured to all applicable insurance policies and agrees to carry amounts of General Liability Limits of no less than \$300,000 per occurrence, \$600,000 general aggregate, \$300,000 products/completed operations, or a \$500,000 combined single limit.
9. Subcontractor hereby assumes exclusive responsibility for any and all personal injury, including death, or property damage of whatever nature and however caused which results from or arises out of the Subcontractor's performance of the Work. Subcontractor agrees to indemnify and hold harmless, protect and defend Contractor, its officers, directors, agents, or employees, and its subsidiary or

affiliated companies and Owner against all claims, suits, losses or damages (Claims) arising out of Subcontractor's performance of its Work, including Claims caused in whole or in part by the negligence of Subcontractor, except such Claims which are caused by the sole negligence of the parties seeking indemnity hereunder.

10. Waiver of Subrogation: The Subcontractor waives all rights in favor of the Contractor against any of their subcontractors, sub-subcontractors, agents and employees, separate contractors and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire, or other causes of loss or damage to the extent covered by property insurance provided. The Subcontractor shall require of the persons listed above, by appropriate agreements, similar waivers in favor of the parties enumerated herein.
11. Subcontractor agrees to submit, at the request of the Contractor, to any mediation, arbitration, or other alternative dispute resolution process in which Contractor is involved, and which involves a project subject to this agreement.

In accordance with LRS 23:1061, Contractor, as principal employer, and Subcontractor, as direct employer, mutually agree that it is their intention to recognize Contractor as the statutory employer of Subcontractor's employees, to include direct employees of Subcontractor, while Subcontractor's direct or statutory employees are providing work and/or services to Contractor.

In the event of default, Contractor will be entitled to all costs and attorney's fees in enforcing this agreement.

This agreement shall be continuing and shall remain binding on the Subcontractor unless and until the Subcontractor notifies Contractor in writing of any portion or obligation contained herein that Subcontractor no longer wishes to be bound. Any notice shall be given to _____ at _____ via certified mail, return receipt requested. Notwithstanding the above, the terms of this agreement shall be irrevocable and binding on all completed projects and any projects in progress at the time Subcontractor notifies the Contractor.

Contractor - Authorized Signature of _____
Date _____

Subcontractor -
Date _____