



# SUBCONTRACTOR AGREEMENT (page 1 of 3)

Date \_\_\_\_\_

## SUBCONTRACTOR'S COPY

This Agreement ("Agreement") is between \_\_\_\_\_, hereinafter called "Contractor" and \_\_\_\_\_, hereinafter called "Subcontractor."

Job Name/Location \_\_\_\_\_ Job Number \_\_\_\_\_

Description of Work/Specifications: \_\_\_\_\_

Attachments are part of this Agreement: \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SPECIAL CONDITIONS REQUIRED BY CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INSURANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### SPECIAL CONDITIONS REQUIRED BY SUBCONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INSURANCE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Payment to be made as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor agrees to provide all labor and materials for the Work in accordance with the specifications, terms, Special Conditions and Standard Conditions provided herein.

Commencement of Work: \_\_\_\_\_

Subcontractor agrees to begin Work within \_\_\_\_\_ day(s) of notification by Contractor that job site is ready. Should Subcontractor fail to commence Work within \_\_\_\_\_ day(s) of notification, Contractor may cancel this Agreement. If job site is not ready for commencement of Work covered by this Agreement within \_\_\_\_\_ day(s) from the date of this Agreement, Subcontractor may cancel this Agreement.

LEGAL NOTICE: THIS AGREEMENT IS A LEGALLY BINDING CONTRACT AND BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ IT IN ITS ENTIRETY, INCLUDING THE STANDARD CONDITIONS COMMENCING ON PAGE 2 HEREOF WHICH ARE A PART OF THIS AGREEMENT, PRIOR TO SIGNING. IF EITHER PARTY DOES NOT UNDERSTAND THE CONDITIONS HEREOF, SUCH PARTY SHOULD SEEK LEGAL OR OTHER COMPETENT ADVICE PRIOR TO SIGNING. BY SIGNING THIS AGREEMENT, BOTH PARTIES ACKNOWLEDGE THAT THEY UNDERSTAND ITS CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Contractor \_\_\_\_\_

Subcontractor \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

Tax I.D. \_\_\_\_\_

S.S.# \_\_\_\_\_

Tax I.D. \_\_\_\_\_

## STANDARD CONDITIONS (page 2 of 3)

1. **LABOR AND MATERIALS:** Subcontractor shall promptly pay all valid charges for labor and material used on the Work covered by this Agreement, and upon acceptance of Work by Contractor, the Contractor shall promptly pay the Subcontractor for Work completed as per schedule agreed upon in this Agreement under special conditions. All fees and permits required for Subcontractor's Work shall be included in the contract price unless changes are specifically agreed to in writing between both parties.

2. **EXTRA WORK:** The price set forth in this Agreement shall be deemed to be full compensation for all Work and materials furnished by the Subcontractor whether or not specifically called for by the Agreement, plans or specifications. No additional compensations shall be paid to the Subcontractor unless a written Work order is signed by the Contractor in advance, stating that the Work is extra Work and designating the amount to be paid for the extra Work or the agreed upon time and material charges. If other conditions exist, such as verbal approval, they should be stated under special conditions.

3. **DELAY:** if the Agreement of Sale between the Buyer and the Contractor contains provisions relative to delay, excuse or delay, claims for extension of time, or damages or liquidated damages for delay, the provisions of the Agreement of Sale shall be applicable to the Subcontractor; provided notice has been given to the Subcontractor under special conditions of this Agreement. If the Agreement of Sale requires the Contractor be given written notice to the owner of claim for extensions of time delay, then the Subcontractor shall give written notice of any delay affecting the Subcontractor's Work to the Contractor immediately to enable the Contractor to comply with the requirements of the Agreement of Sale. Any provision of the Agreement of Sale which excuses the Contractor for delay shall also excuse the Subcontractor. If the Contractor suffers damages or liquidated damages for delay caused by Subcontractor, Subcontractor will indemnify and hold harmless the Contractor for such damages. To the extent that the provisions of the Agreement of Sale regarding delay do not apply, Subcontractor will pursue the Work diligently to completion. The Subcontractor will be excused for any delay caused by acts of God, acts of the Buyer or Contractor, or the Buyer's or Contractor's agent, weather conditions which prevent Subcontractor from performing the Work, and failure of the Contractor to make progress payments when due.

4. **CODE COMPLIANCE:** Subcontractor, in performance of its Work, shall comply with all federal, state and local laws and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, Social Security Acts, Unemployment Compensation Acts and Workers or Workmens Compensation Acts. Subcontractor, in the performance of its Work, shall: (a) employ only United States citizens and aliens who are authorized to Work in the United States; (b) obtain for each of its employees an Employment Eligibility Verification Form I-9 and appropriate supporting documentation; (c) provide to its employees all required governmental notices; (d) not unlawfully discriminate on the basis of citizenship or national origin in connection with such employment; and (e) indemnify and hold the Contractor, its officers, directors, employees, agents, shareholders, affiliates, subsidiaries, successors and assigns harmless from all liability resulting from the failure of Subcontractor to comply with the provisions of this paragraph.

The above-specified project shall be completed in strict compliance with all specifications and conditions related to this Agreement, as well as all applicable building codes. The Subcontractor shall erect and maintain, as required by conditions and progress of the Work, all necessary safeguards for safety and protection, and in addition, the Subcontractor shall comply with all applicable provisions of the Occupational Safety and Health Act of 1970, its amendments and regulations promulgated there under. The Subcontractor shall supply the Contractor with all MSDS's for materials used by the Subcontractor prior to the start of its Work. In the event that a fine for non-compliance to OSHA's provisions is levied against the Subcontractor, the Subcontractor shall pay such fine and the Subcontractor shall further indemnify and hold harmless the Contractor and owner from any fine that may be levied against the Contractor or the owner as a result of the Subcontractor's non-compliance with OSHA provisions or the terms of this Agreement. Subcontractor, at the request of Contractor, shall certify its compliance with the provisions of this paragraph.

5. **WARRANTY AND INDUSTRY STANDARDS:** Subcontractor warrants that all labor and material will be new, of good quality and free from faults and defects. This warranty shall remain in effect for one (1) year after the date of occupancy. Warranty work, if required, shall be the responsibility of Subcontractor and must be completed within fourteen (14) days from the time Subcontractor is notified by Contractor of the need for such warranty work. If the warranty work is not completed by Subcontractor within fourteen (14) days, Contractor reserves the right to contract the work out to another subcontractor. All costs incurred by Contractor due to the failure of Subcontractor to complete the warranty work in a timely manner shall be deducted from the first available payment due the Subcontractor, and if no such payment is due the Subcontractor, then Subcontractor shall be responsible for payment to Contractor of all costs incurred to complete Subcontractor's warranty work.

The Subcontractor further warrants that all Work performed under this Agreement shall be performed in a workmanlike manner in accordance with the Industry Standards established by the Home Builders Association of Greater Cincinnati and the Minimum Quantifiable Standards promulgated by the Ohio Home Builders Association. Further, the Subcontractor assigns to the Contractor all warranties on materials and appliances which the Subcontractor is providing as part of their Work. Subcontractor will make copies of any written warranties available to the Contractor upon request.

It is extremely important that Subcontractor or its supplier perform warranty work in a timely manner as scheduled by homeowners or warranty personnel. This work must be performed by individuals who present a professional demeanor in their appearance and manner. Mechanical Subcontractors must have a twenty-four (24) hour answering service to handle emergency situations.

6. **INDEPENDENT CONTRACTOR STATUS:** The parties acknowledge that the Subcontractor is an independent contractor and nothing herein shall be deemed to establish any agency, employment relationship, joint venture, or other business relationship other than as "Contractor" and "Subcontractor". The Subcontractor agrees and acknowledges that nothing herein empowers it to bind the Contractor in any way and the Subcontractor is separately responsible for all of its contracts in respect to the performance of the Work, the purchase of materials, the rental and purchase of equipment, and all applicable taxes, employment benefits, and insurance.

7. **CLEAN UP:** The Subcontractor is responsible for promptly cleaning up any surplus or refuse which is created by its Work. Each Subcontractor shall also be responsible for the pick-up and disposal of food and drink remains, containers, wrappers, paper sacks, etc. generated by it and its employees. Under no circumstances shall such items be thrown about job site. If other conditions exist as to disposal of refuse or trash they should be stated under special conditions.

8. **COORDINATION:** Contractor and/or agent are responsible for coordinating the Work of all subcontractors so that the job can proceed in a timely manner.

9. **NOTICES:** Any notices required or permitted under Agreement may be given by ordinary mail at the address contained in the Agreement, but such address may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail.

10. **ARBITRATION OF DISPUTES:** ANY CONTROVERSY, CLAIM OR OTHER MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE RESOLVED IN ACCORDANCE WITH THE RESIDENTIAL CONSTRUCTION ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE THAT CONTRACTOR SHALL HAVE THE RIGHT TO ADD ITS OTHER SUBCONTRACTORS AND/OR SUPPLIERS AS PARTIES TO THE ARBITRATION. THE PARTIES FURTHER AGREE THAT THE ARBITRATION HEARING SHALL BE CONDUCTED EITHER AT THE SUBJECT RESIDENCE OR THE OFFICES OF THE ARBITRATOR, AS DETERMINED BY THE ARBITRATOR. ALL SUCH CONTROVERSIES, CLAIMS OR OTHER MATTERS REGARDING CONSTRUCTION SHALL BE RESOLVED IN ACCORDANCE WITH THE INDUSTRY STANDARDS MANUAL PUBLISHED BY THE HOME BUILDERS ASSOCIATION OF GREATER CINCINNATI AS A STANDARD BY WHICH THE SUBCONTRACTOR'S PERFORMANCE IN CONNECTION WITH CONSTRUCTION MATTERS SHALL BE GOVERNED.

11. **ALTERNATIVES:** The Subcontractor shall not deviate from the requirements of the plans and specifications as to materials and equipment to be furnished or the method of performing the Work unless prior written approval has been obtained from the Contractor. The Subcontractor warrants that any alternate equipment, material or method proposed by the Subcontractor will achieve all performance standards established by the contract documents.

12. **INSURANCE AND INDEMNITY:** Subcontractor shall maintain in full force a Certificate of Compliance with the State Workers Compensation Law and a comprehensive liability insurance policy in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) and shall furnish certificates of insurance to the Contractor before commencing Work. Failure of the Contractor to demand delivery of certificates hereunder shall not relieve Subcontractor of any obligation under this paragraph. Any special insurance needs should be stated under special conditions. Subcontractor shall hold Contractor harmless from all claims, demands, and liability arising out of any negligent or willful act or omission of the Subcontractor or Subcontractor's agents, employees or sub-subcontractors in the prosecution of the Work. Such indemnity shall not extend to Contractor for any loss, damage, or expense arising from the sole negligence or willful misconduct of the Contractor or the Contractor's agents, servants, or independent contractors who are directly responsible to such Contractor. The Subcontractor shall be responsible for the security and insurance of all of their materials not installed and its equipment, stored on the site. Upon acceptance of Work the responsibility will be that of the Contractor.

13. **RELIANCE ON PROPOSAL:** Until a copy of this Agreement, signed by the Contractor, is delivered to Subcontractor, it constitutes a proposal by the Subcontractor to perform the Work, and the Contractor may rely upon the proposal in determining the amount of any proposal or bid which the Contractor may make to the Owner. Unless otherwise set forth, the proposal shall be irrevocable for thirty (30) days after delivery to the Contractor.

14. **SUBCONTRACTING BY SUBCONTRACTOR:** All Work by the Subcontractor on any Contractor's project prior to closing shall be handled through the Contractor. Therefore, Subcontractors shall not perform Work directly for Buyer prior to closing unless agreed to by Contractor. The Subcontractor shall not subcontract the Work without prior approval of the Contractor. If the Work is subcontracted, then the Subcontractor shall remain bound by all terms and conditions of this Agreement. The subcontractors of the Subcontractor shall also be bound by all such terms and conditions.

15. **AFFIDAVITS AND MATERIALMENS CERTIFICATE:** Contractor is not required to make any payment to Subcontractor unless Subcontractor shall previously have provided affidavits and/or materialmens' certificates, if applicable, for all Work and/or material performed under this Agreement.

16. **MECHANICS LIEN:** In the event that a mechanics lien or materialmens' lien is filed as a result of the Subcontractor's failure to promptly pay for its labor and material, the Subcontractor shall immediately take steps as are necessary to remove the lien. The Contractor shall be entitled to reimbursement for any costs incurred as a result of the lien, unless the lien is a result of the Contractor's own action.

17. **DESTRUCTION OP PREMISES:** If the project is destroyed or damaged by fire, earthquake, weather or other casualty, the Subcontractor will be paid for all Work performed prior to destruction and both parties will be relieved of any further obligation under this Agreement.

18. **DAMAGE BY SUBCONTRACTOR AFFECTING OTHER SUBCONTRACTORS:** If there is a back charge to the Contractor by one subcontractor for damages due to poor Workmanship and/or materials of another subcontractor, any such back charge shall be paid by the subcontractor causing the damage. Said back charge may include any consequential damages. The Contractor is to be responsible for payments to and back charges against subcontractors involved, and review back charges for fairness.

19. **INSOLVENCY:** The filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee by either party shall relieve the other party from any further performance under this Agreement.

20. **SEVERABILITY:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in and respect, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

*Revised 9/12*