SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (this "Agreement") is made on _____, 20____.

Contractor: _____, mailing address _____.

Subcontractor: _____, mailing address _____, license or registration number _____.

1. PRIME CONTRACT AND PROJECT

Contractor has a contract with _____ (the "Client"), dated _____, for this project: _____ (the "Project"), located at _____. That contract is the "Prime Contract."

Flow-down (check one): [ ] Subcontractor is bound to Contractor by the Prime Contract terms that apply to the Work, as Contractor is bound to Client, except for price, payment and schedule, and receives a copy of those terms before starting; [ ] only these Prime Contract provisions bind Subcontractor: _____; [ ] the Prime Contract does not bind Subcontractor.

2. SCOPE OF WORK AND SCHEDULE

Work (item and description): 1. _____; 2. _____; 3. _____; 4. _____ (the "Work"), including the incidental tasks reasonably needed to complete it. Other work is added only by a written change order signed by both parties.

Materials (check one): [ ] Subcontractor supplies all labor, materials, tools and equipment; [ ] Contractor supplies _____ and Subcontractor supplies the rest. Permits are obtained by [ ] Contractor [ ] Subcontractor, for its own trade.

Start date: _____. Completion date: _____, extended for delays Subcontractor did not cause if reported in writing within 7 days.

Subcontractor performs the Work in a good and workmanlike manner, holds the licenses its trade requires, corrects rejected Work at its own cost, and does not subcontract without Contractor's written consent.

3. PRICE AND PAYMENT

Price (check one): [ ] a fixed price of $_____; [ ] $_____ per hour, not to exceed $_____ without a change order; [ ] unit prices for actual quantities completed: _____.

Invoices (check one): [ ] monthly, for Work performed that month; [ ] once, when the Work is complete. Construction invoices include lien waivers.

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Payment terms (check one): [ ] within _____ days after Contractor receives the invoice; [ ] within _____ days after Contractor receives the Client's payment for that Work, and no later than _____ days after the invoice; [ ] to the extent the law allows, only after and within _____ days after Contractor receives the Client's payment for that Work (not for construction work in North Carolina, where N.C. Gen. Stat. § 22C-2 makes this unenforceable).

Retainage: [ ] none; [ ] _____ percent of each payment, released with final payment. Contractor may withhold amounts reasonably needed for uncorrected defects, liens or Subcontractor's failure to perform, after written notice of the reason.

4. INSURANCE, INDEMNITY AND WARRANTY

Subcontractor carries: [ ] commercial general liability, at least $_____ per occurrence, naming Contractor and Client as additional insureds [ ] yes [ ] no; [ ] workers' compensation as required by law; [ ] commercial auto liability; [ ] professional liability; [ ] cyber liability. Certificates are given before work starts.

To the extent the law allows, Subcontractor indemnifies Contractor and Client against third-party claims to the extent caused by Subcontractor's negligence, willful misconduct or breach. Contractor [ ] gives no indemnity [ ] indemnifies Subcontractor in the same way for Contractor's own fault.

Subcontractor corrects defects in its Work reported within _____ days after completion, at its own cost.

5. SITE, LIENS AND WORK PRODUCT

Construction work: Subcontractor follows safety laws and Contractor's site rules, cleans up its work areas, pays its suppliers, gives conditional and unconditional lien waivers with each invoice, and releases or bonds off liens arising from the Work within 10 days after request.

Other work: Subcontractor keeps the non-public information of Contractor and Client confidential. Work product (check one): [ ] once paid for, Subcontractor assigns to Contractor all rights, including copyright, which Contractor may transfer to Client; [ ] Subcontractor keeps ownership and grants Contractor and Client a non-exclusive, perpetual license for the Project and Client's business.

Subcontractor deals with Client about the Work through Contractor. Non-solicitation of Client: [ ] none; [ ] for _____ months after this Agreement ends, to the extent the law allows.

6. TERMINATION, DISPUTES AND GENERAL TERMS

Contractor may end this Agreement for convenience on _____ days' written notice, paying for Work performed and reasonable stopping costs, or for cause if a failure is not cured within _____ days after written notice. Subcontractor may suspend Work for undisputed amounts not paid when due after the same notice.

Disputes (check one): [ ] courts; [ ] mediation, then courts; [ ] binding arbitration. Undisputed Work and payments continue during a dispute.

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Subcontractor is an independent contractor. The law of the State of _____ governs this Agreement. This Agreement is the entire agreement, can be changed only in a signed writing, and may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Contractor

Signature: _____ Date: _____

Printed Name: _____

Subcontractor

Signature: _____ Date: _____

Printed Name: _____

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