

## ServiceMagic Sample Subcontractor Contract

On \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, henceforth “Contractor” and \_\_\_\_\_, henceforth “Subcontractor”, HEREBY ENTER into the following subcontract:

WITNESSETH:

WHEREAS Contractor has entered into, or will hereafter enter into a general construction contract, henceforth “The Prime Contract” with: \_\_\_\_\_ (Owner or General Contractor), to perform in accordance with various contract documents and specifications certain work prepared by: \_\_\_\_\_, henceforth “Subcontractor”, and/or to furnish labor, materials, supplies, labor and/or goods required to construct the following named and described construction project: \_\_\_\_\_, henceforth “The Project”, located in \_\_\_\_\_ country, at \_\_\_\_\_ address, and

WHEREAS Contractor desires to retain Subcontractor to perform certain contract work in accordance with various contract documents and specifications and/or to furnish labor, materials, supplies, labor and/or goods for The Project;

NOW THEREFORE Contractor and Subcontractor agree as follows:

### ARTICLE I.

#### SUBCONTRACTOR WORK

1.1 Subcontractor shall be employed as an independent contractor and shall provide and furnish all labor, materials, tools, supplies, equipment, services, facilities, supervision, and administration necessary for the proper and complete performance and acceptance of the following portions of the work, hereinafter “the Subcontract Work”. For the Project, together with such other portions of the drawings, specifications and addendum as related thereto:

SEE EXHIBIT A: Scope, Conditions, And List of Attachments

### ARTICLE II.

#### SUBCONTRACTOR PRICE

2.1 In consideration of Subcontractor’s performance of this Subcontract, and at times and subject to the terms and conditions hereinafter set forth, Contractor shall pay to Subcontractor the total sum of \_\_\_\_\_ dollars (\$000,000.00), hereinafter “subcontract price.” Said subcontract price is dependant upon the conditions set forth in Exhibit A being met. Should said conditions not be met, the subcontract amount shall be modified accordingly.

ARTICLE III.  
SPECIAL CONDITIONS

The Special Conditions to Subcontract (Articles I through XXI) are incorporated in this Subcontract as though fully set forth herein. Subcontractor hereby acknowledges receipt of the Special Conditions.

ARTICLE IV.  
COMMUNICATION AND NOTICE

- 4.1 All communications between Subcontractor and General Contractor, Owner or Subcontractor shall be via Contractor.
- 4.2 Subcontractor shall furnish Contractor with periodic progress reports as required by Contractor, including status of material, equipment, manpower and submittal.
- 4.3 Subcontractor shall be deemed to have received notice of a fact, request, order, or demand when its Superintendent is notified, either orally or in writing, or three (3) days after written notice is sent by registered or certified mail addressed to Subcontractor's lastknown place of business, whichever is sooner.
- 4.4 Contractor shall be deemed to have received notice of a fact, request, or demand three (3) days after written notice is sent by registered or certified mail addressed to the following address:

(Contractor's address)

ARTICLE V.  
GOVERING LAW AND RULES OF CONSTRUCTION

- 5.1 The validity, interpretation, and performance of this Subcontract shall be governed by the laws of the jurisdiction where the Project is located.
- 5.2 Titles, captions, or headings to any provision, article, etc. shall not limit the full contents of the same. These articles have the full force and effect as if no titles existed.
- 5.3 If any term or provision of this Subcontract is determined to be invalid, it shall not affect the validity and enforcement of remaining terms and provisions of this Subcontract.
- 5.4 This contract shall be binding upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.

ARTICLE VI.  
AMENDMENT

6.1 This Subcontract shall only be amended or modified by written document executed by authorized representatives of Contractor and Subcontractor. This Subcontract supersedes all prior representations made by Contractor.

ARTICLE VII.  
ARBITRATION

7.1 Any and all disputes or claims between the Contractor and the Subcontractor arising out of this Subcontract shall be resolved by submission of the same to XXXX for resolution by binding arbitration according to XXXX's Rules of Arbitration. In so agreeing the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same.

THIS SUBCONTRACT IS ACKNOWLEDGED AND EXECUTED AS OF THE DATE SET FORTH ABOVE:

\_\_\_\_\_  
SUBCONTRACTOR

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_