SUBCONTRACT AGREEMENT

The effective date of this Subcontract Agreement (the "Agreement") is [DATE], made

**AMONGST: [YOUR COMPANY NAME]** (the "Contractor"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office situated :

 [YOUR COMPLETE ADDRESS]

**AND: [SUBCONTRACTOR NAME]** (the "Subcontractor"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office situated :

 [SUBCONTRACTOR COMPLETE ADDRESS]

WHEREAS Contractor has entered into, or will hereafter enter into, a general construction contract, henceforth "The Prime Contract" with [GENERAL CONTRACTOR], to perform in accordance with various contract documents and specifications certain work prepared by [ARCHITECT], henceforth "Architect", and/or to furnish labour, materials, supplies and/or goods required to construct the following named and described building project:

[DESCRIBE PROJECT], henceforth "The Project", located in [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 labour, materials, supplies and/or goods for The Project;

NOW THEREFORE both the Contractor and the Subcontractor agree as follows:

# SUBCONTRACT WORK

Subcontractor shall be employed as an independent contractor and shall provide and furnish all labour, 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 ANNEXURE A: Scope, Conditions, And List of Attachments

# SUBCONTRACTOR PRICE

In consideration of the Subcontractor's performance of this Subcontract, and at the times and subject to the terms and conditions hereinafter set forth, Contractor shall pay to Subcontractor the total sum of [CURRENCY AMOUNT], henceforth "subcontract price." Such subcontract price is dependent upon the conditions set forth in Annexure A being met. If said conditions not be met, the subcontract amount shall be modified accordingly.

# SPECIAL CONDITIONS

The Special Conditions to the Subcontract are incorporated in this Subcontract as though fully set forth herein. The Subcontractor hereby acknowledges receipt of the Special Conditions.

# COMMUNICATION AND NOTICE

## All communications between the Subcontractor and General Contractor, Owner or Architect shall be via Contractor.

## The Subcontractor shall furnish the Contractor with periodic progress reports as required by Contractor, including status of material, equipment, manpower and submittal.

## The 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 [NUMBER] days after written notice is sent by registered or certified mail addressed to Subcontractor's last known place of business, whichever is sooner.

## The Contractor shall be regarded to have received notice of a fact, request, or demand [NUMBER] days after written notice is sent by registered or certified mail addressed to the following address:

[YOUR COMPLETE ADDRESS]

# GOVERNING LAW AND RULES OF CONSTRUCTION

## The interpretation, validity, and performance of this Subcontract shall be ruled by the laws of the jurisdiction where the Project is located.

## The captions, titles, or headings to any provision, article, etc., shall not curb the full core of the same. These clauses have the full force and effect as if no captions, titles, or headings existed.

## If any expression or provision of this Subcontract is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of this Subcontract.

## This contract shall be compelling upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.

# AMENDMENT

This Subcontract shall only be changed or modified by written document executed by authorised representatives of Contractor and Subcontractor. This Subcontract replaces all prior representations made by Contractor.

# ARBITRATION

Any and all disagreements or claims between the Contractor and the Subcontractor resulting from this Subcontract shall be resolved by submission of the same to [SPECIFY], for resolution by binding arbitration according to [SPECIFY]'s Rules of Arbitration. In so agreeing the parties accept the decision of the arbitrator shall be final and compelling on them as though given by a court of law and shall be implemented in any court having power over the same.

IN WITNESS WHEREOF, both the parties hereto have executed this Agreement as of the day and year first above written.

SUBCONTRACTOR CONTRACTOR

Authorised Signature Authorised Signature

Print the Name and Title Print the Name and Title