SUBCONTRACTOR [AGREEMENT](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)

THIS [AGREEMENT](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) (the “[Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “[Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or”)

The parties hereto agree as follows:

**SCOPE OF THE WORK**

The Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or shall furnish all the materials and perform all of the work shown on the scope of work described on the Exhibit A, annexed hereto (“Services”).

**TERM**

The work to be performed under this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) shall be commenced on or before\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, and shall be substantially completed on or before\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

**STANDARD OF PERFORMANCE**

Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or hereby agrees that it shall follow the highest professional standards in performing all Services to be provided under this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement).

**INDEPENDENT**[**CONTRACT**](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)**OR**

Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or shall provide the Services as an independent [contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or and Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or shall not act as an employee, agent or broker of the [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or. As an independent [contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or, Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Sub-Contractor understands that [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or will not withhold any amounts for payment of any taxes from Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or's compensation.

**PAYMENT**

During the term of this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement), [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or shall pay the Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or for its Services under this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) the sum of $\_\_\_\_\_\_\_\_. Payment shall be made by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of the month following receipt of Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or’s invoice for the Services.

**EXPENSES**

The [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or agrees to reimburse any pre-approved out of pocked expenses incurred by the Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or in connection with the Services, including, but not limited to, travel expenses, audit fees, tax fees, payroll service fees, etc.

**CONFIDENTIALITY**

Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or in the course of performing the Services hereunder, may gain access to certain confidential or proprietary information of the [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or. Such “Confidential Information” shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Contractor and any data, documents, discussion, or other information developed by Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or hereunder and any other proprietary and trade secret information of [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or whether in oral, graphic, written, electronic or machine-readable form. The Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or agrees to hold all such Confidential Information of the [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or in strict confidence and shall not, without the express prior written permission of [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement).

**TERMINATION**

(a) Either party may terminate this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) for convenience by providing thirty (30) days written [notice](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) (“Termination Notice”) to the other party.

(b) If a party violates its obligations to be performed under this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement), the other party may terminate the [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) by sending a thirty (30) days [notice](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) in writing. Upon receiving such [notice](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement), the defaulting party shall have thirty (30) days from the date of such [notice](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) to cure any such default. If the default is not cured within the required thirty (30) day period, the party providing [notice](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) shall have the right to terminate this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement).

**ASSIGNMENT**

Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or shall not assign any of their rights under this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement), or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or and any attempt by Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

[**NOTICE**](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)**S**

Any [notice](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)s, bills, invoices, or reports required by this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) shall be deemed received on (a) the day of delivery if delivered by hand during receiving party’s regular business hours or by facsimile before or during receiving party’s regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

[Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or:

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

Sub [Contract](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)or:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
GOVERNING LAW

This [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) is to be construed in accordance with and governed by the internal laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, USA.

**DISPUTE RESOLUTION**

All disputes under this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) shall be settled by arbitration in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written [notice](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.
This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

**SEVERABILITY**

If any provision of this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement); and, the remaining provisions of this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) shall remain in full force and effect.

**LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS [AGREEMENT](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY’S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS [AGREEMENT](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) SHALL EXCEED THE AMOUNTS PAID TO SUB [CONTRACT](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)OR.

**INDEMNIFICATION**

Each party shall at its own expense indemnify and hold harmless, and at the other party’s request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including [attorney](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)s’ fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement), or (b) the gross negligence or willful misconduct of a party’s employees or agents;

**ENTIRE**[**AGREEMENT**](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)**; AMENDMENT**

This [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) is the final, complete and exclusive [agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and [agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)s, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) shall be effective unless in writing and signed by each of the parties.

**WAIVER**

The waiver by either party of a breach of or a default under any provision of this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement), nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
 **CAPTIONS**

The headings used in this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) are for convenience only and shall not be used to limit or construe the contents of any of the sections of this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement).

IN WITNESS WHEREOF, the parties have signed this [Agreement](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement) as of the date first set forth above.
[**Contract**](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)**or SUB**[**CONTRACT**](http://www.findforms.com/single_example.php/example/67/Free_Subcontractor_Agreement)**OR**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: ¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT A
SCOPE OF WORK