

# SUBCONTRACTOR'S AGREEMENT

(Between Subcontractor and General (Prime) Contractor)

This Subcontract Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_, California.

Subcontractor, \_\_\_\_\_, hereinafter called "Subcontractor" agrees to provide the following described labor, materials and construction in accordance with plans and specifications as may be referred to herein by reference, upon the following described property.

Owner: \_\_\_\_\_ (Owner's Name) Lender: \_\_\_\_\_ (If There is No Lender, Put None)  
\_\_\_\_\_  
(Owner's Business Address) (Lender's Address)  
\_\_\_\_\_  
(Owner's Residence Address) (City, State & Zip)

**LEGAL AND COMMON DESCRIPTION OF JOBSITE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prime Contractor, \_\_\_\_\_, hereinafter called the "Contractor," agrees to pay to the Subcontractor for the satisfactory performance of the Subcontractor's work the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars) in accordance with the following terms and conditions:

**DESCRIPTION OF WORK:** \_\_\_\_\_  
(Describe Labor, Materials, And Equipment To Be Furnished)  
\_\_\_\_\_  
\_\_\_\_\_

**SCOPE OF WORK:** All work necessary or incidental to complete work for the project in strict accordance with this subcontract and all terms and conditions hereof and as more particularly specified as (in): \_\_\_\_\_  
with the following additions or deletions: \_\_\_\_\_

**OTHER SPECIAL PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE OF PAYMENT(S):** \_\_\_\_\_  
\_\_\_\_\_

and for extra work, if any, as follows: \_\_\_\_\_

This schedule of payment(s) is strictly construed and is not conditioned upon Contractor(s) first being paid by owner. Contractor's obligation to pay Subcontractor when payments are due is independent of Contractor receiving payment from owner.

**TIME AND SCHEDULING WORK:** Subcontractor shall not deliver any materials to the jobsite or commence work until notified to do so by Contractor. Subcontractor shall commence work within \_\_\_\_\_ days after written notice from Contractor. After Subcontractor commences work, he will then complete the work within approximately \_\_\_\_\_ working days thereafter, subject to excusable delays. Working days are defined as Monday through Friday, inclusive, holidays excluded. Scheduling of work, as provided for in this subcontract, is based on acceptable industry standards.

The subcontract provision for price and time included herein shall be void at the option of the Subcontractor, if Subcontractor is not called upon to commence work within six (6) months from the date of the signing of this contract. Should this situation arise, subcontractor is relieved of any responsibility to perform under this subcontract agreement and shall be held harmless by Contractor of any liability associated with his/her refusal to perform. Any amounts that are not paid when due shall bear interest at a rate of 1 1/2% per month until paid or the maximum rate permitted by law, whichever is higher. The Contractor's supervisor of this project shall be the designated agent for the Contractor.

**SOLE AGREEMENT:** This Agreement, including all terms and conditions hereof, is expressly agreed to and constitutes the entire Agreement as of this date. No other Agreement or understandings, verbal or written, expressed or implied, are a part of this Agreement unless specified herein.

IN WITNESS HEREOF the parties have accepted this Agreement the day and year first above written.

Subcontractor: \_\_\_\_\_ (Subcontractor's Name) Contractor: \_\_\_\_\_ (Contractor's Name)  
\_\_\_\_\_  
(Subcontractor's Address) (Contractor's Address)  
\_\_\_\_\_  
(City, State, Zip) (City, State, Zip)  
By: x \_\_\_\_\_ (Title) By: x \_\_\_\_\_ (Title)  
License Number: \_\_\_\_\_ License Number: \_\_\_\_\_

▶ CONTRACTOR'S COPY ◀