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Example subcontractor agreement

If a contractor will solely provide all the deliverable for a project, then contractor agreement examples can be created. However, there are instances where the help and expertise of subcontractors are needed. A subcontractor is the entity who does the work or parts of the work that a contractor was hired by a business or a person to do. In transactions like this, it is very important for a subcontractor agreement to be created. A subcontractor agreement is the document that specifies what a general contractor and a subcontractor has agreed upon with regards the scope of their responsibilities for a particular project. If you want to make a subcontractor agreement, feel free to use any of our downloadable examples as references. 35+ Contractor Templates in PDF | Word | Excel | PSD | Google Docs | InDesign | Apple Pages | Google Sheets | Publisher | Apple Numbers | Illustrator - START DOWNLOADING 20+ Letter of Agreement Examples12+ Lease Agreement ExamplesConstruction Contractor Agreement TemplateDetailsFile FormatSize: A4, USDownloadDetailed Subcontractor AgreementExamplestati1.squarespace.comDetailsFile FormatSize: 334 KBDownloadFacility Maintenance Subcontractor AgreementExampleleebuildingservices.comDetailsFile FormatSize: 231 KBDownloadMaster Subcontractor Agreement Exampliecontracinc.netDetailsFile FormatSize: 181 KBDownloadPlanning the Subcontractor Agreement ContentThe proper planning of the creation of a subcontractor agreement can help you include all the important information that should be known by the contractor and the subcontractor. Moreover, the time allotted in the development of the document can help organize the flow of discussion and the actual format of the agreement. Here are some of the things that you need to include in your planning processes whenever there is a need for you to create a subcontractor agreement.1. Provide the subcontractor with the information about the timeline of the project. Your subcontractor agreement must give focus on the time where the project works are expected or estimated to be finished and completed. Aside from the expertise of the subcontractor, you should also ensure that they can deliver expectations in a timely manner. You may also business agreement.2. The discussion about the provision and buying of materials must be present in the subcontractor agreement. This will depend on the demands of the client, or the decision of the contractor. There are some instances where the subcontractor will provide the materials depending on the requirements of the contractor. There are also possibilities for the contractor to give the materials to the subcontractor to ensure that the actual specifications of the clients will be achieved. You may also see roommate agreements.3. Ensure that there is a clear negotiation between the contractor and the subcontractor. There should be a determined and concise list of the work processes that will be assigned to the subcontractor. In this manner, the specific call to actions and responsibilities that will be given to the subcontractor can be clearly defined. This can result to a successful relationship between the contractor and the subcontractor. You may also see commercial lease agreement.4. Discuss the amount that will be given to the subcontractor in exchange of their services. Payment terms, time frames, and conditions must be laid out properly so that the subcontractor can be aware of the dates where determined payment amounts can be expected.5. Like any business agreements and simple agreement letter examples, ensure that there will be a clause stating the possible termination of the agreement due to certain circumstances like breach of contract. This can help protect the rights of both the contractor and the subcontractor.Roof Subcontractor Agreement Examplefindlegalforms.comDetailsFile FormatSize: 200 KBDownloadShort Form Subcontract Agreement Examplelecesseconstruction.comDetailsFile FormatSize: 50 KBDownloadSubcontract Agreement Examplelegardframingdrywall.comDetailsFile FormatSize: 259 KBDownloadSubcontract Agreement for IT Services Examplemallobby.comDetailsFile FormatSize: 2 MBDownloadHow to Create a Detailed and Well-Formulated Subcontractor AgreementA subcontractor agreement can help the general contractor and subcontractor to ensure that they are in the similar page when it comes to their responsibilities not only for the project but also with one another. If printable agreement examples pertaining to the subcontract transaction can be made, then both parties can be more secured with the protection of their rights and the specification of their work obligations. Here are the steps that can help you easily make a detailed subcontract agreement:1. Write the date when the subcontractor agreement has been made. Also, include a subcontractor agreement title that can help the document become more recognizable.2. The initial draft of the agreement must start with the identification of the parties who will do business with one another. A subcontractor agreement must have the business names of the contractor and subcontractor as well as the identification of the representatives of both parties who will sign the document. You may also see Acceptance Letter Examples.3. One of the essential information that should be in a subcontractor agreement is the definition of the project's scope and limitations. There should be a list of the minimum requirements that the subcontractor must meet. Hence, description of subcontractor work must be well-defined within the agreement.4. Aside from the work scope within the project, there should also be a discussion about the obligations of each party to one another. There should also be a specification of the rights of both the contractor and the subcontractor during the project. You may also see simple agreement letters.5. The payment rate of the subcontractor must be specific. Payment schedules within the project duration and the date of the final pay must also be included in the document. You may also see contract examples.6. If necessary, include indemnification, non-disclosure, confidentiality and privacy, as well as warranty clauses in the subcontract agreement. This will depend on the kind of project that you are currently working with.7. It is important for a signature block to be at the end of the subcontract agreement. Make sure that all parties will sign the document once they have already agreed with all the agreement content and there are no revisions or changes that are needed to be done anymore. You may also see sales agreements.Standard Subcontract Agreement for Building Construction Examplelncolnconstruction.comDetailsFile FormatSize: 165 KBDownloadSubcontract Agreement in Favor of General Contractor Examplenationlienlaw.comDetailsFile FormatSize: 238 KBDownloadSubcontractor Services Agreement Examplefinsbury.com.auDetailsFile FormatSize: 458 KBDownloadSubcontractor Agreement Examplelegisters.acc.gov.auDetailsFile FormatSize: 2 MBDownloadSubcontract Agreement Template Examplenflaw.org.auDetailsFile FormatSize: 450 KBDownloadImportance of a Subcontractor AgreementAgreement examples in Word, PDF, or Excel must be carefully done as these documents will serve as the foundation of projects, programs, business transactions, and other professional activities. In circumstances where the services of a subcontractor is highly beneficial to a project or any undertaking, a subcontractor agreement must be made. Listed below are the instances that proves how important a subcontractor agreement is.1. A subcontractor agreement can give an idea about the kind of work processes that should be executed by the subcontractor. With this, the subcontractor can assess its skills, capabilities, and resources properly based on the demands of the project where they will be hired by the general contractor. You may also see hold harmless agreement examples.2. A subcontractor agreement can give an assurance to the contractors that the subcontractors are aware of what is expected from them. Hence, over promising and nonperformance of work tasks can be removed from the transaction. With a subcontractor agreement, it will be easier for contractors to enforce the initial demands of the project. You may also see management agreements.3. A subcontractor agreement can clarify all the concerns and issues of the subcontractor. Since the specifications of the projects are thoroughly explained in this document, subcontractors can be knowledgeable of the minimum requirements that they should give to the table as well as the value that they will receive in exchange of their services. You may also see business agreement letter examples.Standard Form of Agreement between Contractor and Subcontractor Exampleacta-austin.comDetailsFile FormatSize: 60 KBDownloadSimple Subcontractor Agreement Examplelebor-contruction.comDetailsFile FormatSize: 1 MBDownloadShort Form Standard Subcontract Agreement Exampleagc-ca.orgDetailsFile FormatSize: 174 KBDownloadBasic Subcontract Agreement Examplechristelconstruction.comDetailsFile FormatSize: 124 KBDownloadAgreement between Subcontractor and Sub-Subcontractor Examplelegisters.acc.gov.auDetailsFile FormatSize: 62 KBDownloadTips in Creating a Subcontractor AgreementA subcontractor agreement can be easy to write if you are aware of the purpose of the agreement, the basics of subcontractor agreement writing, and the common ground where the rights and responsibilities of the contractor and subcontractor must meet. A few of the tips that can help you write a great subcontractor agreement include the following:1. Be guided by a to-do checklist when planning to create a subcontractor agreement. This tool must include your meeting with the subcontractor, the development of the subcontractor agreement, the potential revision dates of the subcontractor agreement, and the demands of the client which should be achieved by the subcontractor.2. Use examples when creating a subcontractor agreement. References like downloadable examples can make it more efficient for you to come up with a comprehensive subcontractor agreement. This will also work best if you do not have any idea on how to write a subcontractor agreement or if it is your first time to make one. You may also see partnership agreements.Using our listed tips and examples, be guided with the creation of the subcontractor agreement that you need. Make sure to select subcontractor agreement references that are used in the same purpose or objective where your own subcontractor agreement will be most beneficial. You may also see non-compete agreements. A subcontractor agreement is between a contractor that hires a subcontractor to assist in the completion of a project or service. The independent contractor will usually hold a contract for services with a client, most commonly in construction, and will choose to hire a subcontractor to finish a part or all of the services. The agreement should outline all duties, liabilities, and responsibilities of the subcontractor along with any other conditions. IRS Form W-9 - Required to be completed by subcontractors to prove that the individual or entity is allowed to work by presenting their name and Social Security Number (SSN) or Employer Identification Number (EIN). By Title (14) A Subcontractor is sought when an individual or company, known as the 'independent contractor', cannot perform the duties necessary to complete a project. This is common in construction when specialty tasks are needed to be completed in order for the entire project to be finalized. The agreement is between the independent contractor and subcontractor only. Step 1 - Scope of Work The scope of work is a term that is used to describe the exact specifications for a task that is to be completed by a subcontractor. This description will be needed when trying to find a subcontractor for a specific job. For example, if a roofer is needed the exact type, square feet (SF), materials needed, and due date must be outlined in the scope of work. Step 2 - Finding the Subcontractor After the scope of work is specified, it's now time for the independent contractor to find a qualified subcontractor to fulfill the job. The best way is to ask around or go on websites such as Yelp to find reviews. Once a select number of potential candidates have been found, it's time to contact and see if they are interested in the work. Step 3 - "The Bidding Process" If the independent contractor already has a subcontractor in mind then they can skip this step. The bidding process is when all potential candidates for the job are given the scope of work and are allowed to submit proposals on how much they will charge if they are given the work. This can take anywhere from days, weeks, or months depending on the scope of work involved (such as materials needed, number (#) of employees, etc.). Step 4 - Writing the Agreement When writing the agreement, the independent contractor and subcontractor will be obligated to come to terms over who is responsible for the following items: Payment; Materials; Equipment; Transportation/Travel; Completion Date; and Insurance (usually General Aggregate) Before, at the time, or after the agreement has been signed the Subcontractor may have the right to view the Master Contract between the Independent Contractor and the Client (the Client is the party that hired the Independent Contractor). This is to confirm that the Independent Contractor will have the funds for payment at the end of the project. Step 5 - Finalization and Payment After the agreement has been signed the subcontractor will be able to begin work on the date set forth in the agreement. Depending on the payment schedule outlined, the subcontractor will be paid in full after the work has been completed to the approval of the independent contractor and the client (within industry standards). Afterward, the subcontractor's work is complete and the agreement is no longer valid unless there are any warranties provided. Employee vs Subcontractor There are several differences between an employee and a subcontractor, most common of which are listed below: Taxes Employees have their taxes (state and federal), Social Security, Medicare, and all other employment-related taxes automatically withheld by the company they are employed with. Subcontractors are solely responsible for filing their taxes. They would need to identify the amount they should withhold on their own and may need file taxes more frequently than a traditional employee (up to four times per year). This can be done by consulting the Internal Revenue Service (IRS) or a tax accountant. Benefits Employees are often offered benefits by a company (contractor), which may be inclusive of health benefits, assistance lines, life insurance, etc. Subcontractors are not offered any benefits from the contracting company and therefore that will not be listed on the agreement. Behavior An employee is bound by the company's policies and procedures for appropriate behavior, services to provide and their training. A Subcontractor is responsible for behaving professionally and ensuring they bring the appropriate skill sets as needed. They are accountable for creating their own professional guidelines and abiding by them. Additional differences can be found in the wages between an employee and a subcontractor, the schedules (where and when) an hours that are worked or opportunity to own into the business. Filing Taxes (Form 1099-MISC) IRS Form 1099-MISC is required to be completed by the contractor if there were payments made to the subcontractor in excess of \$600 during the fiscal year. The contractor will be required to provide this form to the knowledgeable of the minimum requirements that they should give to the table as well as the value that they will receive in exchange of their services. You may also see business agreement letter examples.Standard Form of Agreement between Contractor and Subcontractor Exampleacta-austin.comDetailsFile FormatSize: 60 KBDownloadSubcontract Agreement for January 31 of the following year and file with the IRS by the last day of February. The subcontractor is responsible for payment of their own State and Federal withholding taxes. What NOT to Provide a Subcontractor Due to the risk of the subcontractor being labeled as an employee of the contractor, it is best to avoid providing a subcontractor with the following: Give Benefits - Providing benefits to a subcontractor should not be done. Each member of a company's team should be accountable, which is needed for tax purposes and to ensure the company is abiding by the appropriate healthcare laws. Being that a subcontractor cannot be listed as an employee as well, the company must ensure they are listed as a subcontractor and not offer benefits. Benefits that should not be provided may range from healthcare, 401K, paid time off, sick time and so forth. Provide Tools or Materials - The appropriately qualified subcontractor will not require additional tools and materials to be provided by the company in order to complete the task. They will be able to complete the work required as requested without additions. This would be included and detailed in the subcontractor agreement for full understanding as they would be expected to provide their own materials. Pay their Taxes - A subcontractor has the responsibility to file and pay their own taxes. The wages that are made from the job are paid as a lump sum and are not required to have taxes be withheld by the contracting firm. The subcontractor will file IRS Form 1099-MISC. Give Training - A subcontractor will be a fully trained professional with the capability to complete the task or job. The company is responsible for ensuring their employees are trained individuals, however, for work or assignments being sent to a subcontractor, it should require extremely minimal direction. The subcontractor should not require any additional training or be provided full training as their purpose is to provide a specific set of skills. State Definitions How to Write a Subcontractor Agreement Download: Adobe PDF, Microsoft Word (.docx) or Open Document Text (.odt) 1 - Save The Subcontractor Contract From This Page To Your Computer The paperwork displayed on this page is available as a PDF or word processing file. Each button presented with the preview (PDF, Word, and ODT) will open the agreement as the file type it is labeled with. Open, view, then download this paperwork in the format you prefer. 2 - Both Parties Engaged In This Agreement Must Be Identified The first article in this document will be labeled "I. The Parties." Here, we will name the date attached to this agreement along with the two parties involved. Begin by reporting the calendar date associated with this contract. Document this paperwork's contract date using the first two blank spaces in the first paragraph to present it. The first party we must define is the Contractor. This is the entity whose client contract is the basis for this paperwork and who intends to hire the Subcontractor we will define next. Use the first blank space after the term "...Is Between" to introduce the Contractor by inputting his or her full name. You will also need to supply the Contractor's mailing address by producing its street address, city, and state on the three blank spaces (respectively) following the term "...Mailing Address." Now, this paragraph will require the identity of the Subcontractor being hired in the manner defined by this agreement. Enter his or her full name (first, middle, and last name) on the seventh blank space in this statement. Continue identifying this party by documenting the Subcontractor's street address, city, and state after the words "...With A Mailing Address Of." Make sure to supply this information using only the last four blank spaces of this statement. 3 - The Client And Required Subcontractor Services Must Be Clearly Documented The Client this document refers to is the entity that has hired the Contractor above. In the second article, "II. The Client," we must identify this third party to supplement the language it contains. To accomplish this, we must produce the full name of the Client (as it appears in the agreement held with the Contractor) on the first blank space. Then, we will use the next three blank spaces to present the Client's official mailing address. In the next article, "III. Services Provided," the products or labor the Subcontractor must provide to the Contractor to satisfy this agreement should be detailed. Produce this information on the blank space that precedes the parenthesis label "Services." In addition to solidifying the work the Subcontractor is being hired to do, we must further define his or her obligations. This will be handled in the article labeled "IV. Subcontractor Responsibilities." You must place a mark in each checkbox that corresponds to a statement adequately defining what the Subcontractor must do to be paid by the Contractor. Place a mark in the first check box if the Subcontractor must supply "Labor," the second check box if the Subcontractor must provide all supplies and products required, the third checkbox if the Subcontractor must furnish all the "Equipment" for this job, the fourth checkbox if the Subcontractor is responsible for all "Travel" upholding these responsibilities entails, and/or the last check box if there are "Other" obligations the Subcontractor is responsible for but have not been detailed above. 4 - Outline Some Basic Job Details Naturally, work must occur at a location. The next section, "V. Location," will require that we define where the Subcontractor is expected to be physically present when working for the Contractor. If this is a fixed location then mark the first check box in this section and fill in the street address on the first blank space, the city on the second blank space, and the state on the third blank space. If the location must be determined in the future (by the Contractor), then mark the second checkbox. This agreement will call for an official calendar date when the Subcontractor is expected to begin work. Record the month and two-digit calendar day of this start date on the first blank space in "VI. Commencement Date" then, record the two-digit year of this date on the second blank space. We will also need to furnish the calendar date when the Contractor expects the Subcontractor to complete the given work assignment. Three check box statements have been included in "VII. Completion." You must mark the check box that corresponds to the statement that best describes when this job should be finished. If there is a specific deadline for this assignment, then select the first check box statement. Note: Present the expected calendar date of completion using the two blank spaces provided after the words "...Specific Date Of" If there is a general understanding of how long the type of work being commissioned to the Subcontractor should take, then select the second checkbox. In Accordance With Industry Standards. If neither of these statements applies, then select the check box labeled "Other" and use the blank space to define when and/or how this assignment should be considered complete. The payment the Subcontractor expects for completing this work by the deadline must be included in this document. We will tend to this task in article "VIII. Payment Amount" where one of three checkbox statements must be selected. If the Contractor will pay the Subcontractor a flat rate for the job, then select the first statement and supply the dollar amount constituting full payment on the blank space provided. If the Contractor will pay an hourly rate to the Subcontractor as he or she works on the project, then select the second statement and enter the hourly rate on the blank line preceding the term "Per Hour." If neither of these statements adequately describe the payment the Subcontractor expects from the Contractor, then mark the third check box. This choice requires a report on what Contractor must pay the Subcontractor produced on the blank space that precedes the label "Payment." Once we have defined what a full payment for the job entails, we must report on how this payment will be delivered from the Contractor to the Subcontractor. One of the three check boxes in the ninth article ("IX. Payment Method") must be selected to report when and how the Subcontractor will be paid. If payment must be submitted from the Contractor "Immediately Upon Completion..." of the job assignment, then mark the first check box in this statement. If the Contractor will have some time after the job's completion to deliver payment to the Subcontractor. Then, mark the second check box and enter the number of days after the Subcontractor has fulfilled his or her obligations when the Contractor must deliver payment on the blank space provided. If the Contractor will pay the amount listed in the previous article on a regular basis to the Subcontractor, then select the third check box. Here, you will also need to report the frequency of payments by marking the check box labeled "Weekly," "Monthly," "Quarterly," or "Other." If you select "Other," you must provide a description of how often the Contractor will pay the Subcontractor. If none of these statements describe the frequency of the Contractor's payments to the Subcontractor, then mark the "Other" check box. If doing so, be prepared to report precisely when the Contractor must pay the Subcontractor to satisfy this agreement. 5 - Provide Additional Information Applicable To The Subcontractor The tenth article of this document ("X. Subcontracting") will address the issue of whether the Contractor will allow the Subcontractor to hire others to complete the job assignment described here. If so, then mark the first check box labeled "Right To Subcontracting." If the Contractor does not believe this would be appropriate, then mark the checkbox labeled "No Right To Subcontracting." If the Subcontractor will possess the right to assign rights within this agreement or relating to the services provided to "...Heirs, Executors, Successors, and Assigns" then mark the first check box in the eleventh article ("XI. Assignment"). If not, then mark the check box that precedes the term "Shall Not." The next article, "XII. Insurance," will seek the insurance status the Contractor requires of the Subcontractor. If the Subcontractor must maintain insurance for this job, then mark the "Shall" check box and attend to the list below. If not, then mark the "Shall Not" check box. If the Subcontractor is required to maintain insurance, then we must provide some specifics using the check list provided. If the Subcontractor must maintain "General Liability Insurance" then mark the first check box under "A.) Coverage Types." This requires a report on the dollar amounts for the "Combined Single Limit; Bodily & Property Damage," "Personal Liability Injury," "Aggregate For Products-Completed Operations," and "General Aggregate" If the Subcontractor must maintain "Vehicle Liability Insurance" then mark the second check box. This requires the minimum dollar amount required on the insurance policy reported on the blank space provided. Mark the third check box if the Subcontractor must maintain "Excess Liability Insurance." If so, then record the minimum amount the Subcontractor must have on the policy using the blank line after the dollar sign. If an "Additional Insurance Requirement" must be met, then mark the fourth check box. If this statement is marked make sure that both parties are fully aware of the conditions of its contents. 6 - This Agreement Requires Some Legal Definitions At times, a misunderstanding or a dispute may arise between Contractor and Subcontractor. This paperwork will address this scenario in "XIII. Resolution Of Disputes." If both parties must agree to "Binding Arbitration" to settle a dispute, then mark the first check box. If both must agree to a "Non-Binding Arbitration" process, then mark the second checkbox. If, instead, they must abide to a "Mediation" process then mark the third check box and indicate if they must enter "Binding Arbitration" or "Litigation" to settle the matter. Now, in the fourteenth article ("XIV. Termination"), we will need to supply some details on the manner this agreement will terminate. If this agreement must terminate only upon the successful completion of the terms documented and neither the Contractor nor the Subcontractor may terminate the agreement earlier than this, then mark the check box labeled "No Rights To Terminate." If only the Contractor has the ability terminate this agreement prematurely then mark the check box attached to the label "Contractor Only Has The Option To Terminate." Make sure to provide the number of business days the Contractor must give before the official termination as notice on the blank line after the words "... With At Least." Also, make sure to record the percentage "... Of The Actual Cost Of The Completed Work" the Subcontractor may expect from the Contractor as compensation for overhead and profit. If only the Subcontractor will have the right to terminate this agreement, then mark the third check box (labeled "Subcontractor Only Has The Option To Terminate"). This description will require the number of business days' notice the Subcontractor must give the Contractor before terminating this contract. If "Both Parties Have The Option To Terminate" the terms of this agreement, then mark the fourth check box in this article and supply how many (business) days' notice the terminating party must give before canceling the agreement on the blank line provided. The next article requiring information is labeled "XXI. Governing Law." Provide the name of the state that holds jurisdiction over this agreement and the work being done on the blank space after the term "... Under The Laws In The State Of." 7 - All Provisions To The Agreement Between These Two Parties Must Be Included This contract must be an accurate report on the agreement between the Contractor and Subcontractor. If there are any terms, obligations, or conditions that must apply to these parties through this agreement that has not been reported in this document then utilize the blank lines in "XXIII. Additional Provisions" to fully document such information. If you need more room, you can use your editing program to add more space or you may cite an attachment. Note: As per "XXIII. Attachments" make sure all such attachments are present at the time of signing. 8 - Both Parties Must Cooperate To Execute This Document This template will only become a binding contract when both the Contractor and Subcontractor have read the final product, reviewed any and all attachments, and sign their names to the bottom. Once both these parties are ready to complete this task of execution, the Contractor will have the first area at the end of this document for his or her use. If he or she must sign the blank line labeled "Contractor's Signature" then supply the "Date" when this signature was submitted. He or she must also print his or her name on the line below and report the full name of his or her Company on the "Company Name" line. The Subcontractor will also have an area to tend to as well He or she must sign the blank line labeled "Subcontractor's Signature" and enter the "Date" of his or her signature on the next blank space. Below this, he or she must submit his or her printed name on the "Print Name" line and enter the name of his or her Company on the last blank space.

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