



Subcontractor Agreement

This Agreement is made between the Contractor _____ of address _____ and the Subcontractor _____ of address _____ on this date _____.

The Contractor has entered into a contract with the Owner _____ of address _____ on this date _____.

1. DESCRIPTION OF WORK:

The Subcontractor agrees to provide all labor, material, equipment and perform all work described as follows:

The above-described work shall be performed in accordance with the [Agreement Between Owner and Contractor](#), and in accordance with the following plans, specifications and documents:

The above-described work shall be performed at the following location:

All work under this agreement between contractor and subcontractor shall be completed in a workmanship-like manner and in compliance with all building codes and other applicable laws.

The Contractor also warrants all work performed, and agrees to remedy any defects resulting from faulty materials or workmanship for a period of _____ months after work completion.

2. PAYMENT(S) FOR WORK:

The Contractor agrees to pay the Subcontractor for the performance of the above-described work the sum of \$ _____ in the following manner:

{ Describe Payment Method and Timing }

3. WORK SCHEDULE:

The date(s) of commencement and completion shall be as follows (choose one):

[] The work to be performed under this agreement shall begin on _____ and shall be fully completed on or before _____.

[] The work to be performed under this agreement shall begin on _____, and various portions of the above-described work shall be completed on or before the following dates:

{ Describe Work Portions and Completion Dates }

4. WORK DELAYS:

In the event that the work is delayed due to the neglect of the Subcontractor, the Subcontractor agrees to pay the Contractor the sum of \$ _____ per day as liquidated damages until the work is completed.

In the event that the work is delayed due to the neglect of the Contractor, acts of God, fire, flood or any unavoidable natural calamities, the time for completion of the work shall be extended by the same period as the delay occasioned by any of the aforementioned causes.

In the event that the Subcontractor encounters hidden rocks, ground water, underground structures, utilities or other unknown concealed conditions, the Subcontractor shall stop work immediately and inform the Contractor of such concealed conditions in writing. The payment for work and work schedule under this subcontractor agreement shall be adjusted accordingly in writing.

5. WORK CHANGES:

If the Owner requests or requires any change that limits or expands the work to be performed under the original [Agreement Between Owner and Contractor](#), the Subcontractor shall accept such change orders.

Any resulting increases or decreases in the sum of payment for work shall be in writing, mutually agreed to and signed by both parties. If both parties are not able to agree on the price adjustment for a change order, the Subcontractor shall proceed with the change order as scheduled and the price adjustment dispute shall be submitted for arbitration within 30 days of the change order being issued.

6. INSURANCE:

The Subcontractor shall obtain adequate insurance against any claims or liabilities arising from the performance of this subcontractor agreement. This includes but is not limited to general commercial liability insurance, workmen's compensation insurance and automobile liability insurance. The Subcontractor shall maintain such insurance for the entire work duration.

7. INDEMNITY:

The Subcontractor agrees to indemnify, defend and hold the Contractor harmless from all claims, losses, expenses, fees (including attorney fees), costs, settlements and judgments arising from the performance of this subcontractor contract.

8. ARBITRATION:

Any dispute arising from the performance or non-performance of this agreement shall be resolved at the request of either party through binding arbitration, and judgment on the award may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this subcontractor agreement shall be entitled to reasonable attorneys' fees.

9. ASSIGNMENT:

Assignment for the above-described work shall be as follows (choose one):

[] The Subcontractor shall not have the right to assign any rights or interest under this sub contractor agreement without the written consent of the Contractor. The Subcontractor shall not assign any sums due, or to become due to him/her under the terms of this agreement.

[] The Subcontractor shall have the right to assign any work under this agreement or to subcontract any portions of it without the consent of the Contractor.

10. ADDITIONAL TERMS AND CONDITIONS:

Contractor Name: _____

Contractor Signature: _____

Date: _____

Subcontractor Name: _____

Subcontractor Signature: _____

Date: _____

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