



National Kitchen & Bath Association

SUBCONTRACTOR AGREEMENT

To: _____ Project Phone: _____ Date: _____
 _____ Project Name: _____
 _____ Project Address: _____
 _____ Project No.: _____ Designer: _____

SUBCONTRACTOR to furnish, at SUBCONTRACTOR'S own cost and expense, all labor and/or materials necessary for the completion of the job at the premises set forth above, according to the following plan, terms and specifications:

The start date for this Agreement is _____ and all work shall be completed no later than _____.

The following items are attached to this contract for the purpose of describing the work of this Agreement.

Plans Specifications Addendum Appliance/Fixture/Fitting/Equipment Cut Sheets
 Other _____

SUBCONTRACTOR to furnish and install the above complete in accordance with the specifications set forth above for the sum of _____ Dollars (\$_____).

Payment terms to SUBCONTRACTOR to be as follows:

ACCEPTANCE BY *Your Company Name*

The foregoing terms, specifications, and the conditions listed on the reverse side of the Agreement are satisfactory and the same are hereby accepted.

Company: _____

Authorized Signature: _____

ACCEPTANCE BY SUBCONTRACT

The SUBCONTRACT, upon signing this Agreement, represents that he or she has examined the existing conditions at the job premises, that the foregoing terms and specifications and the conditions listed on the reverse side of this Agreement are satisfactory and the same are hereby accepted and agreed upon.

Company: _____

Authorized Signature: _____

GENERAL CONDITIONS

1. The SUBCONTRACTOR will at all times occupy the position of an independent contractor, working on his/her own behalf at his/her own request and for his/her own benefit under his/her own control and responsibility and neither the SUBCONTRACTOR nor any of the SUBCONTRACTOR's agents or employees will be considered as the agents or employees of FIRM NAME. SUBCONTRACTOR shall pay all bills for labor and materials for the work and shall furnish and install the work free and clear of all liens or claims of lien of any contractor, subcontractor, mechanic, laborer, materialmen, architect, surveyor, engineer or other person whomsoever.
2. The SUBCONTRACTOR, in performing hereunder, will fully comply with all applicable laws, codes, ordinances, rules and regulations of federal, state, provincial and local governments.
3. Before commencing the work, the SUBCONTRACTOR will furnish a Certificate of Insurance showing that Workers' Compensation Insurance, Automotive Insurance, Public Liability Insurance, and/or other requisite forms of insurance satisfactory to FIRM NAME are in full force and effect.
4. The SUBCONTRACTOR will, before acceptance of this proposal, examine the existing job conditions and will report any discrepancies to FIRM NAME or his/her agent. Acceptance of this proposal will constitute acceptance of the job conditions.
5. All work is to be completed in a neat and professional manner. The SUBCONTRACTOR will guarantee his/her installation against defects of materials and workmanship installed by him/her, for a period of one (1) year after final payment unless otherwise stipulated. Any defective work will be repaired or replaced by the SUBCONTRACTOR, all at the SUBCONTRACTOR's expense, within five (5) business days upon notification from FIRM NAME, weather and materials permitting.
6. No alteration or deviation from the specifications that involve extra labor and/or materials costs will be permitted except upon receipt of a written change order signed by FIRM NAME and SUBCONTRACTOR which will become an extra charge over the agreed amount. Agreements made with the customer, mechanics or other subcontractors on the job are not recognized.
7. FIRM NAME will provide the SUBCONTRACTOR with a work schedule for the work to be completed under this Agreement not less than one (1) week prior to the scheduled start of work. The SUBCONTRACTOR will perform his/her work in accordance with this schedule of work.
8. If the SUBCONTRACTOR fails to undertake the work with diligence or fails to comply with other terms and conditions herein, FIRM NAME will have the right, whether through its own employees or some other installer, to take over and complete the work. In such event, the SUBCONTRACTOR will not be entitled to any payment for work performed by it prior to such taking over until all work provided for herein is completed and accepted by FIRM NAME, at which time FIRM NAME expenses in completing the work will be deducted from the amount that the SUBCONTRACTOR would have received for full performance, and the difference, if any, will be paid by FIRM NAME to the SUBCONTRACTOR under the conditions herein provided. In the event that FIRM NAME incurs additional expenses over and above the contract price to complete the work, the SUBCONTRACTOR shall promptly reimburse FIRM NAME for such additional expenses.
9. The SUBCONTRACTOR is to clear, pile and remove from the premises any debris resulting from the SUBCONTRACTOR operations. Failure to comply with the above will entitle FIRM NAME to have such work done and charge the SUBCONTRACTOR for the cost of same.

10. It is understood that the SUBCONTRACTOR will not be responsible for damage or delay due to strikes, fire, accidents, or any other cause beyond his/her reasonable control.
11. The SUBCONTRACTOR will indemnify, save and hold FIRM NAME harmless from and against all claims for damage to persons or property caused by the SUBCONTRACTOR's operations hereunder.
12. Upon completion of the work to be performed by the SUBCONTRACTOR hereunder, and before final payment, the SUBCONTRACTOR will, if requested, furnish FIRM NAME with proof that all bills for materials, labor and equipment used on the job have been paid.

NOTICE

This Subcontractor Agreement provides information and general advice which may have substantial legal consequences. The laws of the various states/provinces are different and may impose particular limitations on the use of this Agreement or require that additional provisions be included in order to make the Agreement binding and enforceable. You should not use this Agreement unless you obtain specific legal advice geared to your specific situation and the state/province in which you are located. No published material or contract is a substitute for personalized advice from a knowledgeable attorney licensed to practice in your state/province. The National Kitchen and Bath Association makes no representation or warranty that the Subcontractor Agreement is appropriate for your particular use or valid and enforceable in your state/province.