

SUB-CONTRACTOR CONTRACT

THIS AGREEMENT, Made as of **(Current Date)**, In the Year of **(Current Year)**,

Between the Contractor: **Contractor's Name**
License Number
Address
Phone Number

And the Sub-Contractor: **Sub-Contractor's Name**
License Number
Address
Phone Number

For the Project: **Project Name**
Address

ARTICLE 1. SCOPE OF WORK

1.1 Sub-Contractor has heretofore entered into a contract with the Contractor for the purpose of providing **materials and equipment** to perform all work described in the contract.

ARTICLE 2. PAYMENT TERMS

2.1 The Contractor agrees to pay the Sub-Contractor for the work **and payment by the owner for such work.**

2.2 Sub-Contractor understands and agrees that progress payments shall be made to the contractor/job superintendent before **Wednesday for payment on the following Friday. All work for the portion requested must be completed by the end of the day.** **request a draw and payment by the contractor.** Sub-Contractor shall note that a certificate of Work Retention shall be provided to the Contractor upon completion of the work or the contractor will hold a percentage of the work until the certificate is provided.

2.3 The Total Contract Amount shall be **_____**

ARTICLE 3. TIME OF COMPLETION

3.1 Sub-Contractor shall keep both parties advised of the progress of the project and complete the project within **(number of days)**

This download includes a sample SubContract for construction plus optional Payment Guidelines.
S01 Fixed Amount SubContract
SG01 Payment Guidelines

Updated annually, UDA SubContracts are structured in clear, concise terms that allow all parties to fully understand expectations and avoid costly disagreements that can ruin or delay a project.

Specifically written for residential and light commercial projects, UDA SubContracts combine the skills of experienced construction professionals and attorneys to create expert agreements designed to save time, save money and limit liability.

Payment Terms

The "Payment Terms" clause provides clear requirements for timely payments of draw requests, schedules, progress payments and insurance requirements. Also included are separate "Payment Guidelines" that provide further definition of acceptable billing procedures for all parties.

Initialed by: Contractor _____ Sub-Contractor _____

Contract
Project Name

ARTICLE 4. CHANGE ORDERS

4.1 Sub-Contractor understands and agrees that no change orders or contract additions will be made unless agreed to in writing by Contractor. If any additional work is performed and not covered in this contract, the Sub-Contractor proceeds at his own risk and expense. No alterations, additions, or small changes can be made in the work or method of the performance, without the written change order signed by the Contractor and Sub-Contractor.

ARTICLE 5. CLEAN-UP

5.1 Sub-Contractor Change Orders, Clean-Up, Taxes and Permits
generated construction c
Sub-Contractor will be back charged for app

ARTICLE 6. TAXES AND PERMITS

6.1 The Sub-Contractor understands and
expenses imposed directly or indirectly for
contract. The Sub-Contractor is responsible
regulations where the work is performed.

UDA SubContracts include specialized clauses for Change Orders, Clean-Up, Taxes and Permit requirements. Designed to address the critical issues associated with residential and light commercial construction, these SubContracts provide the framework for effective control and management of projects of all sizes.

ARTICLE 7. INSURANCE

7.1 The Sub-Contractor shall maintain, at his own expense, full and complete insurance on its work until final approval of the work described in the contract. The Sub-Contractor shall not hold the Contractor liable from any and all costs, damages, fees and expenses from any claims arising on the project. Failure of the Sub-Contractor to maintain appropriate insurance coverage may deem a material breach allowing the Contractor to terminate this contract or to provide insurance at the Sub-Contractor's expense.

ARTICLE 8. LIQUIDATED DAMAGES

8.1 If the project is not sut Warranty Responsibilities
shall pay to the Contractor the sum of (\$ cost pe
the work is substantially completed, as liquidate

UDA SubContracts define and limit warranty responsibilities, providing optional clauses to restrict liability for either party relating to the project after a certain period of time beyond completion of the work. This provides a solution for the common situation which leads to extensive liabilities for past projects.

ARTICLE 9. WARRANTY

9.1 Sub-Contractor shall warranty all labor,
(number of years) against defects in workmans
prevail. No legal action of any kind relating to th

Initialed by: Contractor _____ Sub-Contractor _____

Contract
Project Name

initiated by either party against the other party after **(number of years)** beyond the completion of the project or cessation of work.

Article 10. Hazardous Materials, Waste and Asbestos

10.1 Both parties agree training, processes, precaution specific handling, disturbance, removal or tra discovery of such hazardous materials the Su allow the Contractor to contract with a proper

Article 11. Arbitration of Disputes

11.1 Any controversy or claim arising out settled by arbitration administered by the Am Industry Arbitration Rules, and judgment on court having jurisdiction thereof.

ARTICLE 12. ATTORNEY FEES

12.1 In the event of any arbitration or litig contract, the prevailing party shall be entitled

ARTICLE 13. ACCEPTANCE

WITNESS our hand and seal on this _____ day of _____, 20__.

Signed in the presence of:

Contractor's Name

Date

Sub-Contractor's Name

Date

Hazardous Materials and Optional Arbitration

Hazardous Materials

The "Hazardous Materials" clause allows for change orders with specialized licensed subcontractors upon discovery of hazardous materials, waste or asbestos.

Optional Arbitration Clauses

UDA Contracts include optional arbitration clauses and procedures for resolving potential disputes without the threat of costly or lengthy litigation.

Initialed by: Contractor _____ Sub-Contractor _____

SUB-CONTRACTOR PAYMENT GUIDELINES

THIS AGREEMENT, Made as of (Current Date), In the Year of (Current Year),

Between the Contractor: **Contractor's Name**
License Number
Address
Phone Number

And the Sub-Contractor: **Sub-Contractor's Name**
License Number
Address
Phone Number

For the Project: **Project Name**
Address

Sub-Contractor understands and agrees that final or progress payments must be written and in the office of the contractor by 12:00 noon on each Wednesday. **All work for the portion requested must be completed prior to the request for payment.** Payment requests received by this deadline will be paid after 2:00 pm on Friday of the same week. Payment requests received after 2:00 pm on Wednesday, will not be made. Contractor will provide all necessary information for billing and draw schedules.

ACCEPTANCE

WITNESS our hand and seal on this _____ day of _____, 2002.

Signed in the presence of:

Accepted for Sub-Contractor By
(Sub-Contractor Company)

Sub-Contractor's Signature

Title

ACCEPTED FOR CONTRACTOR
(Contractor Company)

Contractor's Signature

Date

Ease of Use & Flexibility

UDA SubContracts and forms are designed as a system of integrated documents engineered to provide expert solutions for Construction Professionals in a wide range of fields. Using UDA SubContracts is as simple as 1,2,3.

1. Open the Contract using your word processing application
2. Review and Modify the Contract to meet your specific needs
3. Print the contract directly onto your letterhead

UDA SubContracts and forms are provided as Microsoft Word and Works files that can be opened in most word processors and modified to reflect revised, deleted or added text, company logos, personalization, varied fonts, types, styles and sizes.

Questions? Call UDA Customer Assistance
1-800-700-8321 M-F, 9-7 EST
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