

**SUBCONTRACT
MASTER AGREEMENT**

Subcontract – Master Agreement date _____

Subcontractor _____
Business entity _____ Where organized or incorporated _____
Subcontractor's business address _____
Subcontractor's Telephone number _____; e-mail: _____
The Subcontractor is licensed (or registered) in ____ (state), license (reg.)# _____
Additional identification information if applicable _____

General Contractor _____
(address) _____

Owner(s) _____
(address) _____

1. SUBCONTRACT DOCUMENTS

This "Subcontract – Master Agreement" shall be incorporated in the terms of all future work ("Work") negotiated between the General Contractor and the Subcontracted, as is reflected in those signed Job Acceptance Forms that reference this Subcontract - Master Agreement. The parties intend that this Subcontract - Master Agreement shall remain in effect and shall not change from project to project, unless it is specifically modified or cancelled by a subsequent signed, written agreement. All terms, provisions and conditions of this "Subcontract – Master Agreement" shall apply to the "Work" described in each Job Acceptance Form.

The documents comprising the parties' Subcontract Agreement, including all future referenced agreements between the parties, shall consist of:

- (a) This Subcontract - Master Agreement;
- (b) Any future Subcontract – Job Acceptance Forms between the parties that reference the Subcontract - Master Agreement, and the Subcontractor's proposal related to each Job Acceptance Form;
- (c) Any Prime Contract, consisting of any Contract between the Owner(s) and the General Contractor, and the Contract Exhibits as enumerated therein, referenced in any future Subcontract – Job Acceptance Form that is signed by the parties hereto;
- (d) Any approved change orders or other modifications to any referenced Prime Contract and/or approved change orders or modifications to any Subcontract – Job Acceptance Form;
- (e) The Project Schedule and any other documents referenced in any Subcontract - Job Acceptance Form, and any approved changes or modifications thereto.

These documents constitute the entire Subcontract Agreement between the parties hereto, and are as fully a part of the Subcontract Agreement as if referenced and attached hereto. These documents represent the entire Agreement between the parties, and shall supersede prior negotiations, representations or other agreements, either written or oral. Except for any modifications to the Prime Contract and its exhibits, Subcontract Documents may be amended only by a written modification signed by the Subcontractor and the General Contractor. The Subcontractor and any sub-subcontractor shall be furnished copies of any Prime Contract and other

Subcontract Documents upon request, but the General Contractor may charge the Subcontractor for the reasonable cost of reproduction. All Subcontract Documents, including the Subcontract - Master Agreement, and any applicable Prime Contract, shall be available for inspection and review at the office of the General Contractor located at

Except for that portion of the "Work" intended to be performed by sub-subcontractors, the Subcontractor shall not assign any duty or obligation imposed by the Subcontract Documents without the written consent of the General Contractor.

2. INDEPENDENT CONTRACTOR

The Subcontractor is engaged as an independent contractor, and not as an employee of the General Contractor. The Subcontractor must provide and furnish all labor, materials, tools, supplies, equipment, services, training, facilities, supervision, and administration necessary for the proper and complete performance and acceptance of the work ("Work"). The General Contractor is interested only in the results achieved by the Subcontractor, and has no authority to direct, supervise or control the means, manner or method of construction of the "Work." It is not intended that the Subcontractor be an agent or employee of the General Contractor for any purpose. The General Contractor is not responsible for deducting from payments to Subcontractor any amounts for withholding taxes, FICA, insurance, or other similar items. The Subcontractor shall be solely responsible for the deduction and payment of all such items. The Subcontractor and its employees shall not be eligible or entitled to any of the benefits provided to employees of the General Contractor, including but not limited to unemployment compensation, health insurance, worker's compensation, paid vacations, pension, and profit sharing. It is acknowledged that the Subcontractor maintains its own business office that is separate and apart from the offices and work sites of the General Contractor, and that the Subcontractor does and will continue to perform work for individuals and entities other than the General Contractor. It is common in the building trade contractor professions to pay independent contractors in accordance with hourly billing, rather than a flat fee for the job. Payment in accordance with hourly billing does not connote employee status.

The Subcontractor shall perform all "Work" in compliance with the specifications of all Subcontract Documents, including any applicable Prime Contract, and in compliance with all applicable building codes, statutes, regulations and ordinances. The Subcontractor shall employ and maintain a professionally trained workforce, and sufficient labor and materials available on the job to competently perform the "Work" without unnecessary delay. The Subcontractor shall furnish all supervision of its employees and is solely responsible for the acts and omissions of its employees. All "Work" shall be performed diligently, efficiently, and in accordance with recognized standards of professional workmanship.

Subcontractor shall be responsible for obtaining and payment of all licenses and permits required by statute or ordinance for the performance of its "Work".

The Subcontractor shall assume toward the General Contractor all the obligations and responsibilities that the General Contractor assumes toward the Owner(s) under the Prime Contract, and the General Contractor shall have the same rights and privileges against the Subcontractor as the Owner(s) in the Prime Contract has against the General Contractor insofar as these obligations, responsibilities, rights, and privileges pertain to the Subcontractor's "Work".