

[YOUR LOGO]

Subcontractor Agreement

From time to time, a Subcontractor may provide services to [YOUR COMPANY], in addition to the terms and conditions negotiated by the parties for particular projects on the BID FORM.

[YOUR COMPANY] and the Subcontractor hereby agree that the terms and conditions of this Subcontractor AGREEMENT which shall apply whenever the Subcontractor provides services to [YOUR COMPANY].

This document shall apply and serve as an AGREEMENT, in conjunction with the BID FORM, between [YOUR COMPANY], the landscape design firm and general contractor, and the SUBCONTRACTOR providing the services listed on the BID FORM. This AGREEMENT is valid from _____, 2015 to _____, 2015 as stated on the BID FORM.

1.0 Mutual Understanding of the Parties

- 1.1 The subcontractor shall provide the personnel, materials and equipment necessary to perform all services, and shall not delegate or subcontract the work to another contractor without the approval of [YOUR COMPANY].
- 1.2 [YOUR COMPANY] shall assist in the coordination of information among subcontractors. All communication with the CLIENT shall be forwarded through [YOUR COMPANY].
- 1.3 In the event of additions, deletions or changes in the scope of the work, a written Change Order will be signed by all parties
- 1.4 All drawings and specifications prepared by [YOUR COMPANY] shall be the sole property of [YOUR COMPANY], whether the project is executed or not. The subcontractor shall be permitted to retain copies for reference. The subcontractor shall make no changes to the drawings or specifications without permission from [YOUR COMPANY].
- 1.5 [YOUR COMPANY] shall report all payments made to the subcontractor during the calendar year to the Internal Revenue Service on the appropriate Form 1099.
- 1.6 The subcontractor shall provide [YOUR COMPANY] with certificates of insurance for worker's compensation, comprehensive general liability insurance and comprehensive automobile liability insurance prior to receiving a deposit and before initiating work on the project.
- 1.7 No company signage will be allowed on-site by the subcontractor except for company vehicles and equipment.
- 1.8 All questions and/or requests for information regarding any design and construction services by neighbors or passerby, shall be immediately referred to [YOUR COMPANY].
- 1.9 No photographs of any part of the project, for any purpose, shall be used by a subcontractor without written permission from [YOUR COMPANY]

2.0 Project Schedule

2.1 The subcontractor is expected to perform their services according to the projected start and completion dates listed on the BID FORM.

3.0 Compensation

- 3.1 The subcontractor shall be paid a 50% deposit before starting the project.
- 3.2 The subcontractor shall be paid the remaining balance owed when [YOUR COMPANY] receives final payment from the client.

4.0 Warranty

4.1 Subcontractor warrants its work for a period of _____ year(s) against all defects in materials or workmanship.

5.0 Cancellation

- 5.1 Subcontractor is an independent contractor and not an employee of [YOUR COMPANY]. This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice.
- 5.2 The cancellation of this Agreement shall not negate any term or condition, such as insurance requirements or warranties.

[YOUR COMPANY] Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____