SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is entered into as of the

_____ day of _____ ,

20 _____ , by and between:

Contractor:

Name: _____

Address: _____

City, State, ZIP: _____

Subcontractor:

Name: _____

Address: _____

City, State, ZIP: _____

WHEREAS, the Contractor is engaged in the business of

_____ ; and

WHEREAS, the Contractor desires to engage the Subcontractor to perform certain services as described herein, and the Subcontractor agrees to perform such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Scope of Work

The Subcontractor agrees to perform the following services:

_____ ("Services"). The Services shall be performed in accordance with the specifications and timelines provided by the Contractor. The Subcontractor shall provide all necessary labor, materials, and equipment to complete the Services unless otherwise specified by the Contractor.

2. Compensation

The Contractor shall pay the Subcontractor the sum of $

_____ for the Services. Payment shall be made upon completion of the Services or as otherwise agreed in writing by the parties. The Subcontractor shall submit invoices detailing the Services performed and any expenses incurred, which must be approved by the Contractor prior to payment.

3. Term

This Agreement shall commence on _____ and shall continue until the completion of the Services unless terminated earlier in accordance with the terms herein. Time is of the essence in the performance of this Agreement.

4. Termination

Either party may terminate this Agreement upon giving

_____ days written notice to the other party. In the event of termination, the Subcontractor shall be compensated for all Services performed up to the date of termination. The Contractor may terminate this Agreement immediately for cause, including but not limited to, the Subcontractor's failure to perform the Services in accordance with the terms of this Agreement.

5. Independent Contractor

The Subcontractor is an independent contractor and not an employee of the Contractor. The

Subcontractor shall be responsible for all taxes, insurance, and benefits related to its employees and operations. The Subcontractor shall have no authority to bind the Contractor in any manner.

6. Confidentiality

The Subcontractor agrees to keep confidential all information obtained from the Contractor in the course of performing the Services and shall not disclose such information to any third party without the prior written consent of the Contractor. This obligation shall survive the termination of this Agreement.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of

_____ . Any disputes arising under or in connection with

this Agreement shall be subject to the exclusive jurisdiction of the courts located in

_____ County, State of

_____ .

8. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses specified above. Notices shall be effective upon receipt.

9. Amendments

This Agreement may be amended only by a written agreement signed by both parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced.

10. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect. The parties agree

to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to the subject matter hereof. No representations, warranties, or inducements have been made by either party except as set forth herein.

12. Default and Remedies

In the event of a default by either party, the non-defaulting party shall have the right to pursue all remedies available at law or in equity, including but not limited to, specific performance, injunctive relief, and damages. The prevailing party in any legal action shall be entitled to recover its reasonable attorney's fees and costs.

13. Insurance

The Subcontractor shall maintain at its own expense all necessary insurance coverage, including but not limited to, general liability, workers' compensation, and automobile insurance, in amounts satisfactory to the Contractor. The Subcontractor shall provide proof of such insurance upon request.

14. Indemnification

The Subcontractor agrees to indemnify, defend, and hold harmless the Contractor, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees, arising out of or in connection with the performance of the Services by the Subcontractor or its agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Contractor:

Signature: _____

Printed Name: _____

Date: _____

Subcontractor:

Signature: _____

Printed Name: _____

Date: _____

Witness:

Signature: _____

Printed Name: _____

Date: _____

Notary Public:

State of _____

County of _____

On this _____ day of

_____ , 20 _____ ,

before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ , personally known to me or proved to me on the

basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the

within instrument and acknowledged to me that he/she/they executed the same in his/her/their

capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the

person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.

Signature: _____

Notary Public, State of _____

My Commission Expires: _____