



Subcontractor Agreement

This **Subcontractor Agreement** ("**Agreement**" hereinafter) has been signed by and between the following parties;

Contractor

Subcontractor

I. Services

The Subcontractor knows and accepts that any work performed under this Agreement shall be in accordance with the terms and conditions the main contract, made by and between herein Contractor and _____ ("**Client**" hereinafter).

The Contractor undertakes that the main contract between the Client the Contractor allows engagement with a subcontractor.

Subcontractor agrees to perform the following services;

II. Term and Termination

The term of this Agreement is _____, starting on _____ and ending on _____.

During the effectivity of this Agreement either party may terminate this Agreement at any time by giving the other party _____ calendar days prior written notice. In the event of termination is made, Contractor shall pay Subcontractor a prorated amount for the services which the latter has rendered for the former.

III. Compensation

Contractor shall pay Subcontractor the total amount of _____ for the services provided by the Subcontractor. Payments shall be paid in accordance with the following schedule;

	Date	Amount
Initial Payment	Upon signing of Agreement	
1st Installment		
2nd Installment		
Final Payment		

If the Contractor fails to pay any of the payments on time, the Contractor shall pay interest on the overdue amount at a rate of _____% per annum, calculated from the due date until the payment date.

IV. Dispute Resolution

In the event that dispute or controversy arises concerning the performance of any of the parties in this Agreement, the parties agree to settle the dispute through mediation. If the dispute cannot be resolved by a mediator, the parties may file a lawsuit before the competent court.

V. Assignment

In the event that dispute or controversy arises concerning the performance of any of the parties in this Agreement, the parties agree to settle the dispute through mediation. If the dispute cannot be resolved by a mediator, the parties may file a lawsuit before the competent court.

VI. Indemnification

Contractor shall indemnify, defend and hold harmless the Contractor and Client, their officers, affiliates, agents, and employees from any claim or causes of action brought against the Contractor or the Client for any liability caused by or in connection with the Subcontractor's Services performed under this Agreement.

VII. Separability

In case that any of the provisions hereto is declared invalid or unenforceable by a competent court, such invalidity or unenforceability will only apply to the invalidated provision while the remaining provisions not declared invalid or unenforceable shall remain in full force and effect.

VIII. Non-Waiver

Any waiver made of any kind by any of the Parties hereto must be executed in writing and signed by the waiving party.

IX. Amendments

No amendment or modification shall be construed as having been made unless such amendment or modification is set in writing and signed by both parties.

X. Governing Law

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date of last signature below.

Contractor

Name

Date

Signature

Subcontractor

Name

Date

Signature



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