**V. Location**. The primary location for the Services completed by the Subcontractor shall

☐

- **Equipment** – Including, but not limited to, machinery, accessories, or

devices.

☐

- **Travel** – Including, but not limited to, ensuring that the above-mentioned

Responsibilities are provided at the Location mentioned in Section V.

☐

- **Other**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor shall not be responsible for any aforementioned items that are not

selected unless otherwise stated in this Agreement.

be: (**choose one**)

☐

- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Location”).

☐

- Determined at a later time by the Contractor (“Location”).

Page 1 of 10



\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”).

**I. The Parties**. This Subcontractor Agreement (“Agreement”) made on

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a

mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with

a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Subcontractor”) both of whom agree as follows:

**II. The Client.** The Subcontractor acknowledges that any work performed under this

Agreement must be in accordance with the latest version agreement(s) (“Prime

Contract”) made between the Contractor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a mailing

address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

**SUBCONTRACTOR AGREEMENT**

**III. Services Provided**. Subcontractor agrees to complete the following: \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Services”).

**IV. Subcontractor Responsibilities**. Subcontractor shall be responsible for providing

the following when performing their Services: (**choose all that apply**)

☐

- **Labor** – Including, but not limited to, employees, subcontractors and any

other individuals or agents.

☐

- **Materials** – Including, but not limited to, all supplies and products.

as follows: (**choose one**)

of the Contractor.

- Within \_\_\_\_ business days after completion of the Services to the satisfaction

☐

Contractor.

- Immediately upon completion of the Services to the satisfaction of the

☐

**IX. Payment Method**. Payment shall be made by the Contractor to the Subcontractor

proceeding resolving such a claim.

The Subcontractor shall be bound by any adjudication or award in any action or

submission of the Subcontractor's claims to the Client or other responsible party(ies).

including legal expenses, incurred by the Contractor which arise out of the Contractor's

a claim and shall hold harmless and reimburse the Contractor for all expenses,

Contractor in any and all steps the Contractor takes in connection with prosecuting such

☐

☐

☐

☐

☐

- Shall be paid on a

**weekly**

**monthly**

**quarterly**

**other**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ basis. If the Subcontractor completes the Services to

Page 2 of 10



**VIII. Payment Amount.** Payment for the Services shall be as follows: (**choose one**)

- Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐

- In accordance with industry standards.

☐

☐

- By the Specific date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

☐

terms of this Agreement, to complete the Services: (**choose one**)

**VII. Completion**. The Subcontractor will be required, unless otherwise stated under the

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“Commencement Date”).

**VI. Commencement Date**. The Subcontractor shall be permitted to begin the Services

- $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Services (“Payment”).

☐

- At an hourly rate of $\_\_\_\_ per hour (“Payment”).

☐

- Other. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Payment”)

If the Subcontractor asserts a claim which involves, in whole or in part, acts or

omissions which are the responsibility of the Client or another person for whom a claim

may be submitted, including but not limited to, claims for failure to pay, an extension of

time, impacts, delay damages, or extra work, the Contractor shall present the

Subcontractor's claim to the Client or other responsible party provided the

Subcontractor presents to Contractor competent supporting evidence and in sufficient

time for the Contractor to do so. The Subcontractor shall cooperate fully with the

☐

**XI. Assignment**. Subcontractor

**shall**

**shall not** have the right to assign any rights

under this Agreement or any part of the Services issued herein. Subject to the

foregoing, this Agreement shall be binding upon the parties’ heirs, executors,

successors and assigns.

☐

☐

**XII. Insurance**. The Contractor

**shall**

**shall not** require the Subcontractor, along

with each of its subcontractors, to have insurance set forth in this Section under the

following terms and conditions before commencing Services:

☐

A.) **Coverage Types:** (**choose all that apply**)

☐

- **General Liability Insurance**: Subcontractor shall carry minimum primary

General Liability Insurance for the following amounts:

a.) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Combined Single Limit: Bodily Injury +

Property Damage;

b.) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Personal Liability Injury;

c.) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Aggregate for Products-Completed

Operations; and

Page 3 of 10



to obtain payment, including, but not limited to, mechanics’ lien remedies.

fully paid, any remaining amount shall be payable immediately.

☐

- Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Satisfaction of the completed Services by the Subcontractor shall be completed within a

reasonable time period. “Satisfaction” shall be a determination, in good faith, made by

the Contractor and in accordance with commonly accepted industry standards.

If the Contractor, Client, or other responsible party delays in making any payment to the

Contractor, from which payment to Subcontractor is to be made, Contractor and its

sureties shall have a reasonable time to make payment to Subcontractor. “Reasonable

time” shall be determined in relation to relevant circumstances, but shall in no event be

less time than required for Contractor, Contractor’s sureties, and Subcontractor to

pursue a conclusion to their legal remedies against the Client or other responsible party

the satisfaction of the Contractor, before the full amount or balance has been

**X. Subcontracting**. The Subcontractor shall have: (**choose one**)

☐

- **Right to Subcontracting**: Subcontractor may subcontract, either part or

in whole, the Services authorized under this Agreement. The Subcontractor

shall be required to obtain a written agreement from each subcontractor that

is the same or comparable to the following Sections of this Agreement and to

be approved, in writing, by the Contractor.

☐

- **No Right to Subcontracting**: Subcontractor may not subcontract, either

part or in whole, the Services authorized under this Agreement.

E.) **Exclusions**. The above insurance coverages are operations by or on behalf

B.) **Certificates of Insurance**. Certificates of insurance, and the required

additional insured and other endorsements, including waivers of subrogation

shall be furnished to Contractor before the performance of any Services.

C.) **Maintenance/Cancellation of Insurance**. There will be no cancellation or

reduction of coverage of any required insurance without thirty (30) days’

written notice to the Contractor. Such notice may be sent by the

Subcontractor’s insurance carrier, insurance broker, or the Subcontractor.

D.) **Waiver of Subrogation**. Subcontractor waives all rights against Contractor,

Client, other subcontractors, and their agents.

under State law.

of the Subcontractor providing insurance for bodily injury, personal injury, and

property damage for the limits of liability indicated, including but not limited to,

coverage for (1) the premises and operations; (2) products and completed

operations; (3) contractual liability; (4) construction means, methods,

techniques, sequences, and procedures, including safety and field

supervision. Such coverage shall not be subject to any of the following limiting

or exclusionary endorsements: subsidence or earth movement, prior acts or

work, action over – precluding indemnity for passive acts of Contractor

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☐

separately to the Services provided by the Subcontractor).

☐

- **Vehicle Liability Insurance**: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ minimum required

insurance policy on all owned, hired, and non-owned vehicles of the

Subcontractor for combined single limit liability for each accident affecting

incurring bodily injury and/or property damage.

☐

- **Excess Liability Insurance**: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ minimum required

insurance policy for anything other than General Liability or Automobile

coverage.

d.) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ General Aggregate (This shall apply

- **Additional Insurance Requirement**: Client, Contractor, and any other

entity which the Contractor is required to name as an additional insured under

the Prime Contract shall be named as additional insureds under the General

Liability Insurance required by this Section and any such insurance afforded

to the additional insureds shall apply as primary insurance. Any other

insurance maintained by the Client or Contractor shall be excess insurance

and shall not be called upon to contribute to Subcontractor’s primary or

excess insurance carrier’s duty to defend or indemnify unless required by law.

The excess insurance required above shall also afford additional insured

protection to Client and Contractor. This Section shall in no event be

construed to require that additional insured insurance coverage be provided

to a greater extent than permitted under the statutes or public policy governed

**binding arbitration**

**litigation**.

If the parties have a dispute, regardless of which of the above are checked, the

Contractor may, before, during, or after any arbitration or mediation, take any steps

required by law to preserve or secure any lien on the property to enforce payment of

monies due. Specifically, the Contractor may record one or more lien certificates in the

appropriate Registry of Deeds and may commence legal action to enforce and preserve

any lien as provided under State law.

Completion, as determined under this Section, may be changed if the Services cannot

begin or end due to circumstances beyond the control of the Contractor, including but

not limited to, lack of readiness of the Location, unavailability of building materials, or

any other issues considered outside the control of the parties in this Agreement.

☐

**XIV. Termination**. During the course of this Agreement: (**choose one**)

☐

- **No Rights to Terminate**: No party has the right to terminate this Agreement

unless mutually agreed upon in writing by Contractor and Subcontractor.

☐

- **Contractor ONLY Has the Option to Terminate**: Contractor may, at any

time and for any reason, terminate Subcontractor’s Services hereunder at the

Contractor’s convenience with at least \_\_\_\_ business day(s) notice. In the event

Page 5 of 10



Services are being performed. The parties agree to accept the final decision

eliminating cover for assumed liability, supervisory or inspection service

limitation, insured vs insured cross suits, clauses terminating coverage after a

specific period of time, residential or habitational limitation if the Services

include residential or habitational work, classification limitation voiding

coverage for work not specified, defense inside limits provision, and sub-

subcontractor insurance coverage exclusions for failure to satisfy coverage

conditions.

**XIII. Resolution of Disputes**. If a dispute arises concerning the provisions of this

Agreement or the performance of any of the parties mentioned, the parties hereby

agree to settle the dispute by equally paying for one of the following: (**choose one**)

☐

- **Binding Arbitration** as regulated under the laws in the State where the

contributing to injury of a Subcontractor’s employee, contractual limitation –

made by the Arbitrator.

☐

- **Non-Binding Arbitration** as regulated under the laws in the State where the

Services are being performed. The parties have the right to not accept the

decision of the arbitrator; in such event, the dispute shall be solved by litigation.

☐

- **Mediation** as regulated under the laws in the State where the Services are

being performed. The parties agree to enter into negotiations, in good faith, and

through a neutral mediator in an attempted to resolve the dispute. If a resolution

☐

to the dispute cannot be made by mediation, the parties agree to enter into

**XVIII. Time**. Time is of the essence of this Agreement. Subcontractor shall provide the

XIII.

**XVI. Change Orders**. Any alteration or deviation from the Services mentioned or any

other contractual specifications that result in a revision of this Agreement shall be

executed and attached to this Agreement as a change order (“Change Order”).

**XVII. Entire Agreement**. This Agreement represents the entire agreement between the

Contractor and Subcontractor. This Agreement supersedes any prior written or oral

representations. Subcontractor and its subcontractors, suppliers and/or materialmen are

bound to the Contractor by the prime contract and any contract documents incorporated

therein to the same extent as Contractor is bound to the Client insofar as they related in

any way, directly or indirectly, to the Services provided and covered in this Agreement.

day(s) to correct the claim prior to seeking a resolution under the instructions in Section

Contractor with scheduling information in a form acceptable to the Contractor and shall

conform to the Contractor's progress schedules, including any changes made by the

Contractor in the scheduling of Services. Subcontractor shall coordinate its Services

with that of all other contractors, subcontractors, suppliers and/or materialmen so as not

to delay or damage their performance.

**XIX. Delays**. Should the Subcontractor delay the Contractor, or any other contractors,

subcontractors, suppliers and/or materialmen on the entire project, Subcontractor will

Page 6 of 10



of work completed to the date of termination, in approved units of work or

percentage of completion, plus \_\_\_\_% of the actual cost of the completed work

for overhead and profit.

☐

- **Subcontractor ONLY Has the Option to Terminate**: Subcontractor may, at

any time and for any reason, terminate their Services hereunder at the

Subcontractor’s convenience with at least \_\_\_\_ business day(s) written notice to

the Contractor. In the event of termination for convenience, Subcontractor shall

recover only the actual cost of work completed to the date of termination, in

approved units of work or percentage of completion. In such termination,

Subcontractor shall not be entitled to any claim or lien against the Contractor,

Owner or anyone else for any additional compensation or damages.

of termination for convenience, Subcontractor shall recover only the actual cost

☐

- **Both Parties Have the Option to Terminate:** Contractor or Subcontractor

may, at any time and for any reason, terminate this Agreement for convenience

with at least \_\_\_\_ business day(s) notice. In the event of termination for

convenience, Subcontractor shall recover only the actual cost of work completed

to the date of termination in approved units of work or percentage of completion.

**XV. Claims**. If any claim is made by the Contractor or Subcontractor in connection with

a Change Order or regarding any related issue with this Agreement or the performance

of Services and/or Services to be provided, either party shall have the right to submit

written notice of such claim through certified mail with return receipt. After receipt of a

written claim by either party of this Agreement, the parties shall have \_\_\_\_ business

accordance with industry standards. All work not conforming to these requirements,

passively negligent act or omission of the Client or Contractor, or their agents or

employees, but Subcontractor shall not be obligated to indemnify any party for claims

arising from the active negligence, sole negligence, or willful misconduct of Client or

Contractor or their agents or employees or arising solely by the designs provided by

such parties. To the extent that State law limits the defense or indemnity obligations of

the Subcontractor either to Contractor or Client, the intent hereunder is to provide the

maximum defense and indemnity obligations allowed by the Subcontractor under the

law. The indemnity set forth in this Section shall not be limited by any insurance

requirement or any other provision of this Agreement.

**XXIII. Warranty**. Subcontractor warrants to Client and Contractor that any and all

materials and equipment furnished shall be new unless otherwise specified and that all

Services provided under this Agreement will be performed, at a minimum, in

terminated as well as while it is in force. The indemnity shall apply regardless of any

including substitutions not properly approved and authorized, may be considered

defective. The warranty provided in this Section shall be in addition to and not in

limitation of any other warranty or remedy required by law or by the Prime Contract.

**XXIV. Required Licenses**. All parties of this Agreement, including but not limited to,

Contractor, Subcontractor, other sub-contractors, and all parties' direct or indirect

employees and agents shall be licensed in accordance with respective State laws

where the individual is performing their trade or service. All individuals under this

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demands, liens, stop notices, lawsuits, attorneys' fees, and other costs or liabilities

imposed on the Contractor connected with said delay. Among other remedies for

Subcontractor's delay, the Contractor may supplement the Subcontractor's work and

deduct associated costs at Contractor's election.

**XX. Inspection of Services**. Subcontractor shall make the Services accessible at all

reasonable times for inspection by the Contractor. Subcontractor shall, at the first

opportunity, inspect all material and equipment delivered to the job site by others to be

used or incorporated in the Subcontractor’s Services and give prompt notice of any

defect therein. Subcontractor assumes full responsibility to protect the work done

rd

hereunder until final acceptance by the Contractor or any authorized third (3

) party.

indemnify the Contractor and hold Contractor harmless for any damages, claims,

**XXI. Labor Relations**. Subcontractor shall maintain labor policies in conformity with the

directions of the Contractor and under State laws.

**XXII. Indemnification**. To the fullest extent permitted by law, Subcontractor shall

defend, indemnify and hold harmless the Client and Contractor along with any of their

agents, employees, or individuals associated with their organization from claims,

demands, causes of actions and liabilities of any kind and nature whatsoever arising out

of or in connection with the Subcontractor’s Services or operations performed under this

Agreement and causes or alleged to be caused, in whole or in part, by any act or

omission of the Subcontractor or anyone employed directly or indirectly by

Subcontractor or on Subcontractor's account related to Subcontractor's Services

hereunder. This indemnification shall extend to claims occurring after this Agreement is

separate writing signed by the Disclosing Party, the Receiving Party shall not

research, development, processes, procedures, “know-how”, marketing

techniques and materials, marketing and development plans, customer

names and other information related to customers, price lists, pricing policies

and financial information, this Agreement and the existence of this

Agreement, the relationship between the Contractor and Subcontractor, and

any details of the Service under this Agreement. Subcontractor agrees not to

use or reference the Contractor and/or their names, likenesses, or logos

(“Identity”). Subcontractor will not use or reference Contractor or their Identity,

rd

directly or indirectly, in conjunction with any other third (3

) parties.

B.) **Non-Disclosure**. The parties hereby agree that during the term hereof, and

at all times thereafter, and except as specifically permitted herein or in a

source code, source files, object code, documentation, diagrams, flow charts,

use, commercialize or disclose Confidential Information to any person or

entity. Upon termination, or at any time upon the request of the Disclosing

Party, the Receiving Party shall return to the Disclosing Party all Confidential

Information, including all notes, data, reference materials, sketches, drawings,

memorandums, documentation and records which in any way incorporate

Confidential Information.

C.) **Right to Disclose**. With respect to any information, knowledge, or data

disclosed to the Contractor by the Subcontractor, the Subcontractor warrants

that the Subcontractor has full and unrestricted right to disclose the same

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employment or work elsewhere in the trade; (3) information the Receiving Party lawfully

rd

to investigate complaints made by any third (3

) parties.

**XXV. Confidentiality**. For the purposes of this Agreement, “Confidential Information”

shall mean any information or material that is proprietary to a party or designated as

confidential by such party (“Disclosing Party”) and received by another party (“Receiving

Party”) as a result of this Agreement. Confidential Information may be considered any

information that is conceived, originated, discovered or developed in whole or in part by

the Subcontractor in accordance with providing their Services. Confidential Information

does not include (1) information that is or becomes publicly known without restriction

and without breach of this Agreement or that is employed by the trade at or after the

time the Receiving Party first learns of such information; (2) generic information or

knowledge which the Receiving Party would have learned in the course of similar

agreement shall be regulated by their respective licensing board which has jurisdiction

rd

receives from a third (3

) party without restriction of disclosure and without breach of a

nondisclosure obligation; (4) information the Receiving Party rightfully knew prior to

receiving such information from the Disclosing Party to the extent such knowledge was

not subject to restrictions of further disclosure; or (5) information the Receiving Party

develops independent of any information originating from the Disclosing Party.

A.) **Prime Confidential Information**. The following shall constitute Confidential

rd

Information of the Contractor and should not be disclosed to third (3

) parties:

the deliverables, discoveries, ideas, concepts, software [in various stages of

development], designs, drawings, specifications, techniques, models, data,

for a period more than thirty (30) days, Contractor has the right to terminate this

master-servant relationship, or a principal and agent relationship between

Subcontractor and/or any of the Subcontractor's employees and the Contractor or

Client. All parties to this Agreement attest that the relationship between the Contractor

and Subcontractor shall be recognized as the Subcontractor acting as an independent

contractor.

**XXX. Force Majeure**. Neither party shall be liable for any failure to perform under this

Agreement when such failure is due to causes beyond that party’s reasonable control,

including, but not limited to, acts of State or governmental authorities, acts of terrorism,

natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of

energy. In the event of such delay, any date stated herein shall be extended by a period

of time necessary by both Contractor and Subcontractor. If the delay remains in effect

Agreement shall be considered to create an employer and employee relationship, a

Agreement upon written notice to the Subcontractor.

**XXXI. Governing Law**. This Agreement shall be governed under the laws in the State

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**XXXII. Attachments**. The Contractor may attach any plans, schematics, drawings,

details, or other information to assist the Subcontractor with the aforementioned

Services. Any attachment made shall be made part of this entire Agreement.

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full and unrestricted rights to use and publish the same as it may see fit. Any

restrictions on Contractor’s use of information, knowledge, or data disclosed

by Subcontractor must be made known to Contractor.

**XXVI. Notices**. All notices under this Agreement shall be in writing and sent to the

address of the recipient specified herein. Any such notice may be delivered by hand, by

overnight courier, certified mail with return receipt, or first class pre-paid letter, and will

be deemed to have been received (1) if delivered by hand – at the time of delivery; (2) if

delivered by overnight courier – 24 hours after the date of delivery to courier with

evidence from the courier; (3) if delivered by certified mail with return receipt – the date

as verified on the return receipt; (4) if delivered by first class mail – three (3) business

days after the date of mailing.

without incurring legal liability to others, and that the Contractor shall have the

**XXVII. Injunctive Relief**. Subcontractor acknowledges it would be difficult to fully

compensate the Client and/or Contractor for damages resulting from any breach of this

Agreement. Accordingly, in the event of any breach of this Agreement, the Client and/or

Contractor shall be entitled to temporary and/or permanent injunctive relief to enforce

such provisions.

**XXVIII. Severability**. If any term, covenant, condition, or provision of this Agreement is

held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remainder of the provisions shall remain in full force and effect and shall in no way be

affected, impaired, or invalidated.

**XXIX. Independent Contractor**. No term, covenant, condition, or provision of this



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Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Subcontractor’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contractor’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

their duly authorized officers and made effective as of the undersigned date.

IN WITNESS WHEREOF, this Agreement was signed by the parties under the hands of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XXXIII. Additional Provisions**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_