

**SUBCONTRACTOR AGREEMENT FORM**

THIS AGREEMENT DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_.  
BETWEEN:

OWNER \_\_\_\_\_  
(full name) (address) (phone)

-and-

SUBCONTRACTOR \_\_\_\_\_  
(full name) (address) (phone)

JOB LOCATION \_\_\_\_\_  
(address)

The owner agrees to hire the subcontractor on the following terms and conditions:

**1. ACKNOWLEDGMENT**

The subcontractor acknowledges having inspected all relevant documents, including the plans, specifications, and site plan. In the event of a dispute; the subcontractor agrees to mediation (or arbitration) with the owner with an agency specialized in conflict resolution related to construction.

**2. RESPONSIBILITY FOR MATERIALS**

[delete inappropriate clauses]

The owner is responsible for supplying all materials.

The subcontractor is responsible for supplying all materials.

If materials are shared between both parties, the subcontractor is responsible for supplying the following materials

[list materials]:

and the owner is responsible for supplying the following materials [list materials]:

**3. BEGINNING OF THE WORK**

The subcontractor will begin the work within \_\_\_\_\_ days of receiving notice from the owner or his or her designated agent. If the subcontractor fails to begin the work within the time provided without obtaining an extension, the owner is free to hire another subcontractor to perform the work. Time is of the essence

**4. SCOPE OF THE WORK**

The work entails the following: \_\_\_\_\_  
in accordance with the house plans, specifications, and if applicable, the site plan.

The subcontractor furnishes all labor, tools, scaffolding, water, electricity, heat, machinery, other services, and supervision for carrying out the work according to the house plans, specifications, and site plan. Notwithstanding the house plans, specifications, and site plan, all work is to be carried out in accordance with applicable codes and laws having jurisdiction, and the price stated here covers changes needed to comply with those laws. All work will be carried out diligently in a good and professional manner. The subcontractor guarantees all work and materials covered by this agreement for a period of \_\_\_\_\_ years from completion. If the date of completion is in dispute, the date is presumed to correspond to the date when final payment became payable unless proved otherwise. The subcontractor will protect work, owner's property, and surrounding properties from damage caused by the construction and completion of the work.

The subcontractor is responsible for cleaning up and removing all debris from the site before leaving the premises daily.

**5. STRIKES AND ACCIDENTS**

This agreement is contingent on strikes, accidents, or delays beyond the owner's control or the subcontractor's control.

**6. PRICE**

The price is \$\_\_\_\_\_ (includes all taxes except GST), based on a fixed sum for the work.

Or, alternatively, the subcontractor's price is based on [if price is determined by a formula provide a definition:

Extras are added for the following work [list with the applicable dollar amounts]:

Except as listed here, no other extra charges are payable for additional work unless specifically agreed to in writing by the parties to the contract.

Payment will be made within \_\_\_\_\_ days from the date of receiving an invoice after the completion of the work in accordance with the terms and conditions of this agreement.

**7. EXTRAS OR CREDITS**

No extra charges are payable by the owner for additional work performed due to changes made after the contract is finalized unless agreed to in writing signed by all parties as a change order. No credits are payable to the owner after signing the contract unless a price for the credits is agreed to by both parties in writing.

**8. HOLDBACK**

The subcontractor acknowledges the right of the owner to retain a holdback for construction or mechanic's liens as specified by provincial law.

**9. SPECIAL PERMITS**

The subcontractor responsible for the work covered by the special permit is responsible for obtaining and paying for all special permits. This includes responsibility for requesting inspections and obtaining approvals for all work covered by the permit before submitting an account for payment.

**10. WORKERS' COMPENSATION**

The subcontractor will maintain workers' compensation coverage for all persons in their control working on the owner's job site as required by provincial law, and, if requested, will provide evidence of coverage in good standing.

**11. PUBLIC LIABILITY AND PROPERTY DAMAGE**

The subcontractor agrees to provide proof of builder's risk insurance in effect to the amount of at least \$1 000 000 liability, including general liability insurance and automobile liability insurance, prior to beginning the work.

The above price, specifications, terms, and conditions are satisfactory and are accepted.

This agreement will be construed under the laws of the Province of British Columbia. This agreement supersedes all prior communications, representations, and agreements, and there are no other terms or conditions except as provided in this agreement.

Signatures \_\_\_\_\_ (Owner) \_\_\_\_\_ (Subcontractor) AGREEMENT