

# PAINTING SUBCONTRACTOR AGREEMENT

Project Location: \_\_\_\_\_ Contract No.: \_\_\_\_\_

## General Contractor Information:

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Subcontractor Information:

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Scope of Work:

The Subcontractor agrees to furnish all labor, materials, equipment, tools, and services necessary to perform painting works on the project located at the above-specified location, as described in the attached specifications and drawings. This includes surface preparation, priming, painting, finishing, and any required protective coatings in accordance with industry standards and applicable regulations.

## Contract Price and Payment:

The General Contractor agrees to pay the Subcontractor the sum mutually agreed upon in writing for the complete and satisfactory performance of the work described herein. Progress payments will be made monthly based on work completed and approved by the General Contractor or its authorized representative. Final payment shall be made upon completion of all work, final inspection, and submission of all required documentation including lien waivers.

## Time of Performance:

Subcontractor shall commence work promptly upon receipt of a written Notice to Proceed and shall perform all work diligently to reach substantial completion by the schedule mutually agreed upon. Time is of the essence. Any delays shall be promptly reported to the General Contractor with justification.

## Insurance and Indemnification:

Subcontractor shall maintain, at its sole expense, insurance coverage including but not limited to Commercial General Liability, Workers' Compensation, and Automobile Liability in amounts satisfactory to the General Contractor. Subcontractor agrees to indemnify, defend, and hold harmless the General Contractor and Owner from any claims, damages, liabilities, and expenses arising out of or resulting from Subcontractor's performance of the work.

## Compliance with Laws and Safety:

Subcontractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations, including OSHA and EPA requirements. Subcontractor is responsible for maintaining a safe work environment and shall immediately report any accidents or hazards to the General Contractor.

**Change Orders:**

Any changes to the scope, price, or schedule must be authorized in writing by the General Contractor prior to execution. Subcontractor shall not perform additional work without such written authorization.

**Termination:**

The General Contractor may terminate this Agreement for cause if Subcontractor fails to perform or breaches any material terms. Subcontractor may terminate upon material breach by the General Contractor if not cured within a reasonable time. Termination shall be effective upon written notice specifying reasons.

**Warranties:**

Subcontractor warrants that all work shall be free from defects in workmanship and materials for a period of one year from date of completion. Subcontractor shall repair or replace defective work at no cost to the General Contractor during the warranty period.

**Dispute Resolution:**

Any disputes arising under this Agreement shall be resolved first by good faith negotiation between parties. Failing resolution, disputes shall be submitted to binding arbitration under the rules of the American Arbitration Association in the jurisdiction of the project, with judgment on the award entered in any court of competent jurisdiction.

**Independent Contractor:**

Subcontractor is an independent contractor and shall not be considered an employee, agent, or partner of the General Contractor. Subcontractor is solely responsible for all taxes, insurance, and benefits for its employees.

**Entire Agreement and Amendments:**

This Agreement constitutes the entire understanding between parties and supersedes all prior negotiations, representations, or agreements. No amendment or modification shall be effective unless in writing and signed by authorized representatives of both parties.

**Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. The parties consent to exclusive jurisdiction and venue in state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**GENERAL CONTRACTOR AUTHORIZED SIGNATURE SUBCONTRACTOR AUTHORIZED SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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