

SUBCONTRACTOR AGREEMENT

Project: _____ Parties: _____

Contractor Information:

Company Name: _____

Business Number: _____

Address: _____

Phone/Email: _____

Subcontractor Information:

Company/Individual Name: _____

Business Number / SIN: _____

Address: _____

Phone/Email: _____

Agreement Details:

Scope of Work: _____

Contract Price: _____ CAD

Payment Terms and Schedule: _____

Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply: “Contractor” refers to the entity hiring the Subcontractor; “Subcontractor” refers to the party performing the contracted work; “Work” refers to the services to be performed by the Subcontractor under this Agreement.

Clause 2 – Scope of Work

The Subcontractor agrees to perform and complete the work described in the Scope of Work section to the satisfaction of the Contractor, in accordance with all applicable laws, regulations, codes, and standards of Canada.

Clause 3 – Term

This Agreement commences upon execution by both parties and continues until the satisfactory completion of the Work or termination in accordance with this Agreement.

Clause 4 – Payment

The Contractor agrees to pay the Subcontractor the Contract Price as full compensation for the Work performed. Payment shall be made according to the Payment Terms and Schedule specified herein.

Clause 5 – Independent Contractor

The Subcontractor is engaged as an independent contractor. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or employer-employee relationship between the parties.

Clause 6 – Compliance with Laws

The Subcontractor shall comply with all federal, provincial, and municipal laws, regulations, and codes applicable to the performance of the Work.

Clause 7 – Insurance and Liability

The Subcontractor shall maintain adequate insurance coverage, including general liability and workers' compensation, and shall provide certificates of insurance to the Contractor upon request. The Subcontractor shall indemnify and hold harmless the Contractor from any claims arising out of the Subcontractor's performance of the Work.

Clause 8 – Safety

The Subcontractor shall perform the Work in a safe manner and comply with all applicable health and safety regulations and industry standards.

Clause 9 – Changes to the Work

Any changes to the Scope of Work must be agreed upon in writing by both parties and may affect the Contract Price and schedule.

Clause 10 – Termination

Either party may terminate this Agreement with written notice if the other party breaches any material term and fails to cure such breach within a reasonable period. Upon termination, the Subcontractor shall be entitled to payment for Work performed to the date of termination.

Clause 11 – Confidentiality

The parties agree to keep confidential all proprietary and confidential information obtained in connection with this Agreement and not to disclose such information to third parties without prior written consent except as required by law.

Clause 12 – Dispute Resolution

Any disputes arising under or in connection with this Agreement shall be resolved first through good faith negotiation. If unresolved, disputes shall be submitted to mediation or arbitration in accordance with the laws of Canada.

Clause 13 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory.

Clause 14 – Notices

All notices shall be given in writing and delivered by hand, courier, mail, or electronic means to the parties at their respective addresses set forth herein or as updated by written notice.

Clause 15 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, negotiations, and agreements, whether written or oral.

Clause 16 – Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

Clause 17 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Clause 18 – Waiver

No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach.

Clause 19 – Assignment

Neither party may assign this Agreement or any of its rights or obligations without the prior written consent of the other party.

Clause 20 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

CONTRACTOR'S SIGNATURE

SUBCONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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