



SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is made and entered into as of [Effective Date], by and between Element Home Creations ("Contractor"), located at 9711 Washingtonian Blvd. Suite 550, Gaithersburg, MD 20878, and [Subcontractor Name] ("Subcontractor"), located at [Subcontractor Address].

1. Scope of Work

The subcontractor agrees to provide the following services: [Describe Work Scope]. All work must be performed in accordance with industry standards, applicable laws, and project specifications.

2. Term and Termination

- This Agreement begins on [Start Date] and continues until the work is completed, unless terminated earlier by the Contractor for cause or convenience.
- The Contractor may terminate this Agreement if the Subcontractor fails to comply with the terms, provides unsatisfactory work, or lacks required insurance.

3. Payment Terms

- Contractor will pay Subcontractor [Payment Amount] upon satisfactory completion of work.
- Payment will be made within [Number] days of invoice approval.
- No additional compensation will be provided unless pre-approved in writing.

4. Required Documents

Before beginning work, the Subcontractor must submit the following documents:

- **Signed Subcontractor Agreement**
- **Completed W-9 Form**
- **Certificate of Insurance (COI)** with Element Home Creations listed as an additional insurance
- **Direct Deposit Form** (if applicable)
- **Trade Licenses or Permits** (if applicable)

5. Insurance Requirements

The subcontractor must maintain and provide proof of the following insurance coverage:

- **General Liability Insurance** (\$1,000,000 per occurrence, \$2,000,000 aggregate) covering bodily injury, property damage, and "products & completed operations."
- **Workers' Compensation Insurance** (unless legally exempt) covering medical expenses and lost wages for injured workers.
- **Builder's Risk Insurance** (if applicable) for new construction or major renovation projects.
- **Fidelity Bonds** (if applicable) to cover theft by subcontractor employees.
- **Automobile Liability Insurance** (\$1,000,000 per accident) if using vehicles for work-related tasks.

Insurance coverage must always remain current, and updated certificates must be provided before policy expiration. Failure to maintain insurance may result in contract termination.



6. Work Performance & Compliance

- The subcontractor agrees to perform work in a professional manner and comply with all applicable safety and regulatory standards.
- Any defects or issues affecting work quality must be reported to the Contractor before proceeding.
- Subcontractors must provide necessary materials, tools, and labor for job completion.

7. Indemnification & Liability

- The subcontractor agrees to defend, indemnify, and hold harmless Element Home Creations from claims arising from its work, negligence, or failure to meet contractual obligations.
- Subcontractor is responsible for ensuring the safety of its workers and compliance with OSHA regulations.

8. Dispute Resolution

- Any disputes arising from this Agreement shall first be attempted to be resolved through mutual discussions.
- If unresolved, disputes shall be subject to mediation or arbitration in Montgomery County, Maryland.

9. Non-Solicitation & Confidentiality

- The subcontractor agrees not to solicit or engage with Element Home Creations' clients for additional work outside the scope of this contract.
- Confidential business information obtained during work must not be disclosed.

10. Contractor Responsibilities

Element Home Creations, as the Contractor agrees to:

- **Provide Clear Expectations** – Ensure that the subcontractor receives written work scope details, project specifications, and deadlines.
- **Timely Payment Processing** – Pay the subcontractor according to the agreed-upon terms upon satisfactory work completion and invoice approval.
- **Risk Mitigation & Legal Compliance** – Maintain proper oversight to ensure worksite safety and regulatory compliance.
- **Non-Interference & Support** – Avoid unnecessary interference in the subcontractor's work while providing necessary access to the job site.
- **Fair Performance Review** – Conduct inspections and allow reasonable time for the subcontractor to correct defects before imposing penalties.
- **Flexibility in Termination** – Retain the right to end the contract for non-performance while ensuring subcontractors are given fair notice when possible.

11. Miscellaneous

- This Agreement constitutes the entire understanding between the parties.
- Any modifications must be in writing and signed by both parties.



SIGNATURES

By signing below, both parties acknowledge and agree to the terms stated in this Agreement.

Element Home Creations

Authorized Representative: _____ / Title: _____

Name: _____ / Date: _____

Subcontractor

Authorized Representative: _____ / Title: _____

Name: _____ / Date: _____

Sample