Subcontractor Agreement (Sample)

Parties:

- **Subcontractor:** AZ Foam Systems, LLC
- **Prime Contractor:** Your Company

Date:

1. Scope of Work:

The Subcontractor shall provide spray foam insulation services to the Prime Contractor for a roofing project located at {{Address}}. The Subcontractor's sole responsibility is to apply the spray foam insulation material on top of the existing roof surface.

2. Prime Contractor's Licensing and Bonding:

The Prime Contractor represents and warrants that it is a licensed contractor in good standing with the appropriate licensing authority in the State of Arizona and is properly bonded in accordance with applicable laws and regulations. The Subcontractor shall be performing the work under the Prime Contractor's license and bond.

3. Prime Contractor Responsibilities:

The Prime Contractor shall be responsible for the following:

- Ensuring that the roof is in good condition, with no soft spots or rotted areas.
- Ensuring that the roof is dry and free of any loose debris before the Subcontractor applies the foam insulation.
- Applying the elastomeric or silicone coating on top of the foam insulation after the Subcontractor completes its work.

4. Payment Terms:

Paid on completion of scope of work.

5. Insurance Requirements:

The Subcontractor shall maintain adequate liability, workers' compensation, and other necessary insurance coverage throughout the term of this Agreement. The Subcontractor shall provide the Prime Contractor with certificates of insurance upon request.

6. Indemnification:

The Subcontractor shall indemnify, defend, and hold harmless the Prime Contractor from and against any and all claims, liabilities, losses, damages, costs, and expenses (including attorney's fees) arising out of or resulting from the Subcontractor's performance of its obligations under this Agreement, except to the extent caused by the Prime Contractor's sole negligence or willful misconduct.

7. Dispute Resolution:

Any disputes arising out of or relating to this Agreement shall be resolved through [mediation or arbitration] in accordance with the rules of [applicable mediation or arbitration organization].

8. Termination:

Either party may terminate this Agreement for cause upon [specify reasons for termination, such as material breach].

9. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

10. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

11. Non-Compete:

For a period of 2 years following the completion of the Subcontractor's latest service under this Agreement, the Prime Contractor shall not use any other spray foam insulation company to provide spray foam insulation services for any property or project where the subcontractor is available to provide the service.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

AZ Foam Systems, LLC
Jeffrey Johnson {{Date}}

{{Company}}
{{Signatory}} {{Date}}

Note: This comprehensive agreement includes a non-compete clause, which restricts the Prime Contractor from using other spray foam companies for a specified period after using AZ Foam Systems. However, it's important to consult with an attorney to ensure that this clause is enforceable under local laws and does not violate any non-compete restrictions or antitrust laws.