



# PROPOSAL KIT SAMPLE

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## SUBCONTRACTOR AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Subcontractor") and <<CustCompany>> ("Company").

### Declarations

"Pre-Existing Works" shall mean any method, practice, source code, object code, graphics, or other resource incorporated into any deliverable that contains Subcontractor's Proprietary Rights.

"Subcontractor's Proprietary Rights" shall mean anything in which Subcontractor has a rightful copyright, trademark, patent, or other Intellectual Property interest.

"Deliverables" shall mean the Software provided in object and/or source format (and subject to Subcontractor's Proprietary Rights), documentation, or other materials required to be delivered by Subcontractor to Company or Company's Customer, as set forth in any Specification(s).

"Source Code" shall mean all of the readable forms of code, documentation, or any combination thereof that go together to make and build files or Deliverables.

"Services" shall mean any programming, training, customization, enhancement, or other labor performed by the Subcontractor as required by the Specifications, which may or may not have an associated Deliverable.

"Specifications" shall mean the specifications for the Deliverables, as reasonably communicated and agreed to by Subcontractor, which include detailed specifications and instructions for all required Deliverables, features, and functionality, and a complete production schedule for each Deliverable and Milestone.

### Recitals

Company Initials \_\_\_\_\_ Subcontractor Initials \_\_\_\_\_

A. Company is in need of assistance in the following areas for <<Insert name of customer being subcontracted for>>, a customer of Company's ("Company's Customer"):

<< Insert description of areas of work to be performed by Subcontractor >>.

B. Subcontractor has agreed to perform work for Company on this project in this manner.

### **Agreements**

In consideration of the mutual covenants set forth in this Agreement, Company and Subcontractor hereby agree as follows:

#### **1. Specifications.**

Subcontractor shall be available and shall provide the following efforts and services as requested and set forth in Exhibit B (attached).

#### **2. Compensation.**

Company will compensate Subcontractor on the following basis: <<HourlyRate>> (United States Dollars) per hour.

Subcontractor will submit invoices via email to Company, and upon request, submit written, signed reports of the time spent performing services under this Agreement, itemizing in reasonable detail the date on which services were performed, the number of hours spent on such date, and a brief description of the services rendered.

Company will receive reports no less than once per month on or before the 3rd day of each month, and the total amount of work will not exceed <<Insert Maximum Dollar Amount>> (United States Dollars). Company shall pay Subcontractor all amounts due within thirty (30) days after such reports are received or as otherwise arranged with Subcontractor.

Company Initials \_\_\_\_\_ Subcontractor Initials \_\_\_\_\_

Company will pay Subcontractor for the following expenses incurred under this Agreement:

For all of Subcontractor's services under this Agreement, Customer shall compensate Subcontractors, in cash, pursuant to the terms of Exhibit A attached hereto.

Subcontractor shall submit written documentation and receipts itemizing the dates on which such expenses were incurred. Company shall pay Subcontractor all amounts due within thirty (30) days after such reports are received.

### **3. Independent Contractor.**

Nothing herein shall be construed to create an employer-employee relationship between the parties. The consideration set forth above shall be the sole payment due to Subcontractor for services rendered. It is understood that Company will not withhold any amounts for

## **DEMO CONTRACT**

**This demo contract has been truncated. The complete 4 page editable version of this document is available in the Contract Pack template collections**

<https://www.proposalkit.com/html/legal-contract-templates/contractor-employee-contracts/subcontractor-long-form-contract.htm>

**Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.**

Company Initials \_\_\_\_\_ Subcontractor Initials \_\_\_\_\_

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This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

