This Construction Trade Agreement (the “Agreement”) is made and entered into as of ***[Date]*** (the “Effective Date”), by and between:

**Contractor:** ***[Company Name]***, a ***[State]*** ***[entity type, e.g., corporation/LLC]***, with a principal address at ***[Address]*** (“Contractor”),

and

**Trade Partner/Subcontractor:** ***[Company Name]***, a ***[State]*** ***[entity type]***, with a principal address at ***[Address]*** (“Trade Partner”).

Contractor and Trade Partner may each be referred to as a “Party” and collectively as the “Parties.”

**1. Scope of Work**

Trade Partner shall furnish all labor, materials, equipment, supervision, and services necessary to perform the following scope of work:

* ***[Describe trade-specific work, e.g., electrical, plumbing, carpentry, roofing, HVAC, etc.]***
* In accordance with project plans, specifications, drawings, schedules, and all applicable codes and regulations.

**2. Schedule**

* Trade Partner shall commence work on or about ***[Start Date]*** and substantially complete its scope of work by ***[Completion Date]***, subject to adjustments approved by Contractor.
* Time is of the essence in the performance of this Agreement.

**3. Compensation**

* Contractor shall pay Trade Partner a fixed price of $***[amount]*** OR unit price of $***[amount per unit]*** (the “Contract Sum”).
* Payments shall be made based on progress, subject to Contractor’s receipt of payment from the Owner.
* Retainage of \_\_\_% may be withheld until final completion and acceptance of Trade Partner’s work.

**4. Changes in Work**

Any changes to the scope, schedule, or contract sum must be authorized in writing by Contractor through a Change Order. Trade Partner shall not proceed with changes without prior written approval.

**5. Performance Standards**

Trade Partner shall:

* Perform work in a safe, workmanlike, and professional manner.
* Comply with all applicable federal, state, and local laws, regulations, building codes, and safety standards.
* Provide competent supervision and skilled workers.

**6. Insurance**

Trade Partner shall maintain the following insurance coverage throughout the duration of the project:

* Commercial General Liability: $\_\_\_ per occurrence / $\_\_\_ aggregate
* Workers’ Compensation: Statutory limits
* Automobile Liability: $\_\_\_ combined single limit
* [Any other coverage required by Contractor or Owner]

Certificates of insurance naming Contractor and Owner as additional insureds shall be furnished prior to commencement of work.

**7. Indemnification**

To the fullest extent permitted by law, Trade Partner shall indemnify, defend, and hold harmless Contractor, Owner, and their respective officers, directors, employees, and agents from and against all claims, damages, losses, and expenses arising out of or resulting from Trade Partner’s performance of the work, except to the extent caused by Contractor’s sole negligence.

**8. Safety**

Trade Partner shall comply with all safety requirements established by Contractor, OSHA, and any applicable regulations. Trade Partner shall be responsible for the safety of its employees and subcontractors.

**9. Termination**

* Contractor may terminate this Agreement for cause (including but not limited to defective work, failure to maintain schedule, or safety violations) upon \_\_\_ days’ written notice, unless cured within such period.
* Contractor may also terminate for convenience, in which case Trade Partner shall be compensated for work performed to date.

**10. Warranties**

Trade Partner warrants that all work, materials, and equipment provided under this Agreement shall be free from defects for a period of \_\_\_ year(s) from final completion.

**11. Dispute Resolution**

Any disputes arising under this Agreement shall first be subject to good-faith negotiation between the Parties. If unresolved, disputes shall be submitted to mediation, and if still unresolved, to binding arbitration in ***[City, State]*** in accordance with the rules of the American Arbitration Association.

**12. Miscellaneous**

* This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements.
* Any amendments must be in writing and signed by both Parties.
* This Agreement shall be governed by the laws of the State of ***[State]***.

**Signatures**

**Contractor:**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Trade Partner:**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_