

Subcontractor Agreement

This Subcontractor Agreement is entered into on 17th January 2023, by and between M R Building Design ("Client") and Cogent Scaffolding ("Subcontractor") who agree as follows:

1. Agreement

Customer and Subcontractor wish to enter into the following Contract whereby Subcontractor shall furnish labor and materials for the construction of 67 Bayley Terrace located at Clayfield, Brisbane ("Project").

Subcontractor will be responsible for the following labor and/or materials ("Work"):

Supply of Scaffold

Erection of Scaffold

Dismantle of Scaffold

2. Contract Price

as per Progress claim

Customer shall pay Subcontractor ~~a total price of \$_____~~ in exchange for Work provided by Subcontractor. Alternatively, Subcontractor shall be paid according to the following terms: Monthly invoicing with progress claim to be sent, must be paid within 30 days of invoice date.

3. Drawings

Drawings, plans, and/or specifications for this project are attached, if applicable. If attached,
Customer and Subcontractor agree that they have carefully examined these Drawings and agree that they are complete and accurate.

4. Term and Schedule

Subcontractor will begin work on 11/02/2023. Subcontractor agrees to complete this Project within 1 week (days/months/years) from the beginning of work. [Dismantle within 3 days](#)
Subcontractor is responsible for notifying Customer of any delay in performance immediately upon Subcontractor's knowledge that performance under this Agreement will be delayed.

Should the Subcontractor's performance of the Work be delayed or interfered with as a result of actions by the owner, contractor, Customer, or another subcontractor, Subcontractor is entitled to request an extension of time for the performance of their Work. Subcontractor further agrees that the extension of time for performance of this Project shall not be permitted without the Customer's written consent, which shall not be unreasonably withheld.

5. Payment

Payment shall be made by the Customer to the Subcontractor according to the following Payment Plan:

Customer and Subcontractor agree that, if payment is not made according to the above Payment Plan, Subcontractor is entitled to stop work until payment is current and up to date.

6. Permits and Licensing

Cogent Scaffolding agrees to obtain all necessary permits for the performance of Subcontractor's Work and will do so at their own cost.

Subcontractor certifies that they hold all necessary licensing to perform the work required for this Project and will only hire subcontractors who are properly licensed, if any.

7. Customer's Obligations to Subcontractor

Client agrees to provide Subcontractor with suitable areas for the storage of the Subcontractor's materials and equipment during the course of the Subcontractor's Work. Further,

Customer agrees to work with Subcontractor in scheduling and will make every effort to avoid conflicts and interference with the Subcontractor's work. Customer will make available any information necessary for Subcontractor to provide any notice required or contemplated by this state's mechanics lien laws.

8. Subcontractor's Obligations to Customer

~~Subcontractor agrees to provide Customer with a list of any and all subcontractors and suppliers. Subcontractor hires and agrees to update said list throughout the life of the Project.~~

Subcontractor agrees to work with Customer when scheduling and will make every effort to avoid conflicts and interference with the Customer's work, as well as the work of any other subcontractors. Subcontractor will make available any information necessary for Subcontractor's subcontractors and suppliers to provide any notice required or contemplated by this state's mechanics lien laws.

9. Claims

Customer and Subcontractor both agree to attempt to resolve any and all disputes on this Project in good faith prior to filing legal action. Further, Subcontractor will immediately notify

Customer upon becoming aware of a dispute with Subcontractor's subcontractors and suppliers.

10. Subcontractors

Subcontractor shall be fully responsible for all acts and omissions of its subcontractors, suppliers, and other persons furnishing any work for Subcontractor on this Project

11. Materials and Equipment

Unless otherwise described in this Agreement, Cogent Scaffolding will be responsible for securing all necessary materials ~~and equipment~~ for the Subcontractor's Work on this Project and will be responsible for the costs thereof.

12. Project Site

Subcontractor agrees to keep the Project site reasonably clean and to leave the site free of any debris, equipment, materials, etc. resulting from Subcontractor's Work at the completion of this Project.

13. Change Orders, Amendments, Alterations to Contract

Any change order, amendment, or alteration to this Agreement or the project Drawings must be agreed to by the Customer and Subcontractor in writing.

14. Termination by Customer

If the Subcontractor breaches any obligation created by this Agreement or the attached Drawings (if any), Customer may give the Subcontractor a Notification of Breach which provides Subcontractor notification identifying the breach, in writing. Upon receipt of such Notification of Breach, Subcontractor will have seven (7) days to cure the breach. If the breach cannot be cured in seven (7) days, the Customer is entitled to terminate this Agreement and take possession of the Project. Alternatively, the Owner may cure the breach and deduct the cost of curing the breach from the amounts otherwise owed to the Customer. Regardless of Termination, Customer will be liable to make payments owed and unpaid to Subcontractor for the work performed prior to Termination.

15. Termination by Customer

If the Customer breaches any obligation created by this Agreement, Subcontractor may give the Customer a Notification of Breach which provides the Customer notification identifying the breach, in writing. Upon receipt of such Notification of Breach, Customer will have seven (7) days to cure the breach. If the breach cannot be cured within seven (7) days, the Subcontractor is entitled to terminate this Agreement. Subcontractor will remain entitled to payment for work performed prior to Termination.

16. Severability

If any provision of this Agreement should be found invalid or unenforceable, that provision should be severed from the Agreement and shall have no effect on the remaining provisions of this agreement.

Signed:

Client Name

Signature

Date

Address

Phone

Subcontractor Name

Signature

Date

Address

Phone