**CONTRACTOR’S AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_,   
by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the "Contractor",

AND  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the "Subcontractor".

WITNESSETH:

WHEREAS, the Contractor is engaged in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the Subcontractor is engaged in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

WHEREAS, the Contractor desires to enter into this Agreement with the Subcontractor, providing, among other things, for Subcontractor’s services to the Contractor; and

WHEREAS, The Subcontractor desires to enter into this Agreement with respect to his services to the Contractor, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Term:** The term of this Agreement shall commence on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, and terminate on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, unless terminated prior to that date as set out hereinafter.
2. **Time Requirements:** The Subcontractor shall devote, during the term of this Agreement, such of his/her time, energy, and skill as is necessary in the performance of his duties hereunder and shall periodically, or at any time, upon the request of the Contractor, submit data as to the time requirements of work performed and to be performed by him for the Contractor in connection with this Agreement.
3. **Fees to Subcontractor:** The Contractor shall pay the Subcontractor on a "per project" basis for services in connection with this Agreement, the exact amount for each project to be agreed upon in writing by the Contractor and the Subcontractor, prior to any work being performed.
4. **Termination:** This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days’ written notice.
5. **Notice:** Any notice required to be given hereunder shall be deemed given on the third (3rd ) business day following mailing of any such notice, postage paid, to the address set out hereinabove.