

SUBCONTRACTOR AGREEMENT

Location: _____ Effective Date: _____

General Information:

Contractor Name: _____

Subcontractor Name: _____

Subcontractor Business Number (BN): _____

Address: _____

Phone/Email: _____

Scope of Work:

The Subcontractor agrees to perform the work and services described in Schedule A attached hereto and made part of this Agreement (the "Work"), in a professional, timely, and workmanlike manner consistent with industry standards and all applicable laws and regulations in Canada.

Term of Agreement:

This Agreement shall commence on the Effective Date and shall continue until the completion of the Work or termination in accordance with the provisions herein.

Compensation:

The Contractor shall pay the Subcontractor the total sum set forth in Schedule B, subject to the completion and acceptance of the Work. All payments shall be made in Canadian Dollars (CAD). The Subcontractor shall submit invoices in accordance with the schedule agreed upon in Schedule B.

Independent Contractor Status:

The Subcontractor is an independent contractor and shall not be deemed an employee, agent, or partner of the Contractor. The Subcontractor shall be solely responsible for all applicable taxes, including Canada Pension Plan (CPP), Employment Insurance (EI), and Goods and Services Tax (GST)/Harmonized Sales Tax (HST).

Compliance with Laws:

The Subcontractor agrees to comply with all applicable federal, provincial, and municipal laws, regulations, and codes in the performance of the Work, including but not limited to health and safety regulations and employment standards under Canadian law.

Insurance and Liability:

The Subcontractor shall maintain at its own expense all necessary insurance coverage, including but not limited to commercial general liability insurance, workers' compensation, and automobile insurance where applicable. The Subcontractor shall provide proof of insurance upon request. The Subcontractor agrees to indemnify and hold harmless

the Contractor from any claims, damages, or losses arising from the Subcontractor's performance of the Work.

Confidentiality:

The Subcontractor agrees to keep confidential all proprietary and confidential information received from the Contractor and shall not disclose such information to any third party without prior written consent, except as required by law.

Termination:

Either party may terminate this Agreement upon written notice if the other party breaches any material term and fails to cure such breach within a reasonable time. The Contractor may terminate immediately for cause. Upon termination, the Subcontractor shall be paid for all Work satisfactorily completed up to the termination date.

Dispute Resolution:

Any disputes arising under or in connection with this Agreement shall be resolved first by good faith negotiation between the parties. If unresolved, disputes shall be submitted to mediation in accordance with the rules of the ADR Institute of Canada. If mediation fails, disputes shall be finally resolved by binding arbitration under the Arbitration Act of the applicable province.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the Province of _____, Canada, without regard to its conflict of law principles.

Entire Agreement:

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. No amendment or modification shall be effective unless in writing and signed by both parties.

Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or by certified mail, return receipt requested, to the addresses set forth in this Agreement or such other address as either party may designate by notice.

Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together

shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as original signatures.

CONTRACTOR

SUBCONTRACTOR

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

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