

# MASTER AGREEMENT FOR SUBCONTRACTOR INVOICING AND PAYMENT TERMS

This Master Agreement for Subcontractor Invoicing and Payment Terms (the "Agreement") is entered into as of \_\_\_\_\_, by and between:

**Contractor:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_, and

**Subcontractor:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_.

Contractor and Subcontractor may collectively be referred to as the "Parties" or individually as a "Party."

## 1. SCOPE AND PURPOSE

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This Agreement establishes the billing procedures, invoicing schedules, payment terms, and related requirements for all services performed and goods delivered by Subcontractor pursuant to any active or future Work Orders, Statements of Work, or Subcontract Agreements executed between the Parties.

## 2. INVOICING PROCEDURES

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Subcontractor shall submit invoices to Contractor in accordance with the following schedule and guidelines:

- Frequency:** Invoices shall be submitted \_\_\_\_\_ (e.g., monthly, bi-weekly, upon milestone completion) for work performed in the preceding period.
- Submission Method:** Invoices must be delivered electronically to the following email address: \_\_\_\_\_.
- Required Information:** Each invoice submitted by Subcontractor must contain the following details to be considered valid and payable:
  - Subcontractor's legal name, address, and contact information.
  - Invoice number and date of issuance.
  - Reference to the applicable Work Order or Project Number: \_\_\_\_\_.
  - Detailed description of the services rendered, hours worked, and deliverables completed.
  - Supporting documentation, including time sheets, expense receipts, or milestone sign-offs, as applicable.
  - Tax Identification Number (TIN) or Employer Identification Number (EIN).

## 3. PAYMENT TERMS

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- Net Payment Period:** Approved invoices shall be paid by Contractor within \_\_\_\_\_ days from the date of receipt of a complete and undisputed invoice.
- Disputed Invoices:** In the event that Contractor disputes any portion of an invoice, Contractor shall notify Subcontractor in writing within \_\_\_\_\_ days of receipt, detailing the reasons for the dispute. Contractor may withhold payment only on the disputed portion, and shall pay any undisputed portion within the standard terms.

3. **Retainage:** Contractor shall withhold a retainage of \_\_\_\_\_ % from each progress payment. Retainage shall be released to Subcontractor within \_\_\_\_\_ days after final completion and acceptance of the contracted work.

4. **Method of Payment:** Payments shall be made via \_\_\_\_\_ (e.g., ACH, wire transfer, check).

#### 4. CONDITIONS PRECEDENT TO PAYMENT

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Contractor's obligation to make any payment under this Agreement is expressly subject to the satisfaction of the following conditions:

1. Satisfactory completion of the corresponding work in accordance with the project specifications.
2. Delivery of executed conditional and unconditional lien waivers and releases from Subcontractor and any of its lower-tier subcontractors or suppliers, in a form acceptable to Contractor.
3. Submission of updated certificate of insurance demonstrating coverage compliance as required by the Master Agreement.

#### 5. TERM AND TERMINATION

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This Agreement shall remain in effect until terminated by either Party upon \_\_\_\_\_ days written notice. In the event of termination, Subcontractor shall be compensated for all authorized work completed and approved up to the effective date of termination.

#### 6. GOVERNING LAW AND JURISDICTION

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This Agreement shall be construed in accordance with and governed by the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles.

#### 7. EXECUTION

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**CONTRACTOR:**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**SUBCONTRACTOR:**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE