

SUBCONTRACTOR BILLING AND PAYMENT TERMS AGREEMENT

This Agreement is entered into on this _____ day of _____, 20_____, by and between:

Contractor: _____

Address: _____

and

Subcontractor: _____

Address: _____

Collectively referred to herein as the "Parties."

1. PROJECT AND SCOPE OF WORK

This Agreement applies to all services, labor, materials, and equipment provided by the Subcontractor for the project known as _____, located at _____, pursuant to the master agreement dated _____.

2. INVOICING PROCEDURES

The Subcontractor shall submit invoices to the Contractor according to the following schedule and requirements:

- A. **Invoicing Frequency:** Invoices shall be submitted _____ (e.g., monthly, bi-weekly, upon milestone completion).
- B. **Submission Deadline:** Invoices must be received by the Contractor no later than the _____ day of each billing cycle. Late submissions may result in payment processing delays.
- C. **Invoice Requirements:** Each invoice submitted by the Subcontractor must contain the following details:
 - o Invoice number and date.
 - o Project name and reference contract number: _____.
 - o Detailed description of work performed and materials delivered.
 - o Supporting documentation, including signed lien waivers, progress reports, and receipt of materials, if applicable.

3. PAYMENT TERMS

- A. **Payment Schedule:** The Contractor shall pay the Subcontractor within _____ days (e.g., Net 30) after receipt of an approved invoice.
- B. **Retainage:** A retainage of _____ % shall be withheld from each progress payment. Retainage shall be released upon final completion of the project, acceptance of the work by the Owner/Contractor, and receipt of final unconditional lien waivers.
- C. **Conditions Precedent to Payment:** Payment to the Subcontractor is expressly contingent upon the Contractor receiving payment from the Owner for said work ("Pay-When-Paid" / "Pay-If-Paid", where legally permissible).

4. DISPUTED INVOICES

If the Contractor disputes any portion of an invoice, the Contractor shall notify the Subcontractor in writing within _____ days of receipt, detailing the reasons for the dispute. The Contractor may withhold only the disputed portion of the invoice and shall pay the undisputed balance in accordance with the standard terms of this Agreement.

5. TAXES AND WITHHOLDINGS

The Subcontractor is solely responsible for the payment of all federal, state, and local taxes, social security payments, unemployment compensation, and any other taxes or assessments related to the Subcontractor's work under this Agreement.

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

CONTRACTOR:

SUBCONTRACTOR:

Authorized Representative Signature

Authorized Representative Signature

Printed Name

Printed Name

Title

Title

Date

Date