

SUBCONTRACTOR INVOICING PROCEDURES AND PAYMENT AGREEMENT

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

Contractor: _____

Address: _____

and

Subcontractor: _____

Address: _____

Project Name: _____

Prime Contract Number: _____

1. SCOPE OF WORK REFERENCE

This Agreement governs all invoicing and payment terms between the Contractor and the Subcontractor related to the work performed under Subcontract Agreement Number _____ dated _____, 20_____.

2. INVOICING PROCEDURES

1. **Invoicing Schedule:** The Subcontractor shall submit invoices on a monthly basis. Invoices must be submitted no later than the _____ day of each month for work completed during the preceding calendar month.
2. **Invoice Requirements:** Each invoice submitted by the Subcontractor must contain the following information and documentation:
 - Subcontractor name, address, and contact details.
 - Invoice number and unique invoice date.
 - Reference to the Project Name and Subcontract Number.
 - Detailed, itemized description of the work completed, materials supplied, and percentage of completion.
 - Conditional lien waivers and releases upon progress payment from the Subcontractor and any of its lower-tier subcontractors or material suppliers.
3. **Submission Method:** Invoices must be submitted electronically to the following email address:
_____.

3. PAYMENT TERMS

1. **Payment Schedule:** The Contractor shall pay the Subcontractor within _____ days after receipt of an approved invoice and receipt of payment from the Project Owner (Pay-When-Paid clause).
2. **Retainage:** The Contractor shall withhold retainage in the amount of _____ % from each progress payment. Retainage shall be released to the Subcontractor within _____ days following final completion, inspection, and acceptance of the Subcontractor's work, and receipt of final payment from the Project Owner.
3. **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 amount and must pay the undisputed balance in accordance with the standard payment terms.

4. FINAL PAYMENT CONDITIONS

Prior to receiving final payment, the Subcontractor must submit:

1. A final invoice marked "FINAL".
2. An Unconditional Final Lien Waiver and Release.
3. Consent of Surety, if applicable.
4. Closeout documentation, including warranties, operations manuals, and as-built drawings.

5. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the State of _____.

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

CONTRACTOR:

SUBCONTRACTOR:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date