

**SHORT FORM RESIDENTIAL  
REMODELING/CONSTRUCTION SUBCONTRACT**

Date \_\_\_\_\_, 20\_\_

OWNER'S NAME(S): \_\_\_\_\_

OWNER'S MAILING ADDRESS: \_\_\_\_\_

BUILDER'S NAME: \_\_\_\_\_

BUILDER'S ADDRESS: \_\_\_\_\_

BUILDER'S TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

JOB LOCATION, if different than owner's mailing address: \_\_\_\_\_

BUILDER AND \_\_\_\_\_ (SUBCONTRACTOR) AGREE AS  
FOLLOWS:

1. Subcontractor agrees to perform the following work (attach plans dated, and specifications dated, if any, to this Subcontract):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Builder agrees to pay Subcontractor \$ \_\_\_\_\_ for this work as follows:  
\_\_\_\_\_  
\_\_\_\_\_

The price for the work includes all labor and materials, permits, temporary power,  
\_\_\_\_\_

Builder agrees to provide: \_\_\_\_\_

Builder agrees to pay the Subcontractor within ten (10) days from the date the Builder receives payment from the Owner. If the Subcontractor bills the Builder for progress

payments, the Builder must pay the Subcontractor within thirty (30) days of the date the Subcontractor sends the Builder an invoice.

3. Subcontractor agrees to start work when requested by Builder and all work will be completed as quickly as possible. Builder agrees that the Subcontractor is not responsible for delays in completion of the work due to weather, strikes, war, shortage or delay in getting materials, shortage or delay in labor or subcontracting, government regulations, court actions or any other cause beyond the Subcontractor's control. Builder also agrees to have the job site ready for Subcontractor's work at the time the Builder requests that the Subcontractor start work.
4. Prior to beginning the work, if the Builder requests, Subcontractor will provide the Builder with a copy of the Subcontractor's insurance policy showing coverage for property damage and liability claims. Builder will provide Builder's risk insurance in the amount of this Subcontract. Builder will be responsible for losses not covered by Subcontractor's insurance, including any deductible.
5. If the Builder fails to pay the Subcontractor any payments due under the terms of this Subcontract within \_\_\_ days of the written request for payment, the Subcontractor may stop work without further notice. The Builder will be liable to Subcontractor for all payments due up to the time work is stopped, and for all losses sustained by the Subcontractor on materials, machinery, equipment or tools, overhead, profit, soft costs and damages. The Subcontractor will only restart work after the Builder has paid all money due the Subcontractor and the Subcontractor is satisfied that the Builder has the ability to pay for the remaining work.

If at any time the Subcontractor reasonably believes that the Builder will not have sufficient funds to pay the Subcontractor any payment scheduled to be due under this Subcontract, after \_\_\_ days written notice to the Builder, the Subcontractor may stop work. If the Builder provides the Subcontractor with evidence, satisfactory to the Subcontractor, of the Builder's ability to meet all payment obligations, the Subcontractor may continue work under this Subcontract.

If work has stopped for any reason, for more than \_\_\_ days, Subcontractor may terminate this Subcontract and recover from the Builder, payment for all work completed, and for all losses sustained by the Subcontractor on all materials, machinery, equipment or tools, overhead, soft costs, profit and damages.

6. There are no oral agreements between Subcontractor and Builder. Everything Builder expects Subcontractor to do has been included, in writing, in this Subcontract. Nothing in this Subcontract can be changed unless it is changed in writing on a separate form and

signed by both Builder and Subcontractor. This Subcontract may be assigned by Subcontractor without the Builder's consent.

7. If the Subcontractor is required to retain an attorney to collect any money owed by the Builder, the Builder agrees to pay all of Subcontractor's attorney fees, costs and disbursements. At the Subcontractor's option and if requested by the Subcontractor, the Builder agrees to arbitrate and/or mediate any disputes between us in \_\_\_\_\_, Minnesota, under the Rules of the American Arbitration Association, Minneapolis, Minnesota.
8. The Builder's signature on this Subcontract attests to the Builder's financial responsibility, ability and willingness to pay in accordance with the terms of this Subcontract. Builder represents to Subcontractor that Builder has no plans to file bankruptcy or seek other protection from Builder's creditors, that all the information in this Subcontract is correct, and that the Builder has read and understands this Subcontract.

**THIS IS A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN IT. CONSULT YOUR ATTORNEY IF YOU HAVE ANY QUESTIONS.**

\_\_\_\_\_  
(Subcontractor)

\_\_\_\_\_  
(Builder)

Builder License No. \_\_\_\_\_

©2004 David J. Meyers and Rinke-Noonan Law Firm, St. Cloud, Minnesota. All rights reserved.

David J. Meyers  
Rinke-Noonan Law Firm  
1015 West St. Germain St., Suite 300  
P.O. Box 1497  
St. Cloud, MN 56302  
(320) 251-6700 - Phone  
(320) 656-3500 - Fax  
1-888-899-6700 - Minn. Watts