**SUBCONTRACTOR LETTER OF INTENT**

[MM/DD/YYYY]

[SENDER NAME]

[SENDER STREET ADDRESS]

[SENDER CITY, STATE, ZIP]

[RECIPIENT NAME]

[RECIPIENT STREET ADDRESS]

[RECIPIENT CITY, STATE, ZIP]

**RE:** [LETTER SUBJECT]

This Letter of Intent (the “Letter”) sets forth the proposed terms and conditions of the Services described hereunder and shall govern the relationship between the Subcontractor and Contractor (the “Parties”) until replaced by a definitive, formal agreement addressing the same services and subject matter (the “Definitive Agreement”). The Services considered in this Letter and in the Definitive Agreement are subject in all respects to the following:

1. **THE SUBCONTRACTOR**. [SUBCONTRACTOR NAME] (the “Subcontractor”) with a mailing address of [SUBCONTRACTOR MAILING ADDRESS].
2. **THE CONTRACTOR**. [CONTRACTOR NAME] (the “Contractor”) with a mailing address of [CONTRACTOR MAILING ADDRESS].
3. **THE SERVICES**. Unless otherwise agreed to by the Parties, the Subcontractor agrees to provide the following services:

[DESCRIBE SERVICES TO BE PERFORMED] (the “Services”).

1. **LOCATION**. The primary location for Services performed by the Subcontractor shall be:

[LOCATION ADDRESS AND DETAILS] (the “Location”).
2. **PAYMENT**.In consideration for the Services provided, the Contractor agrees to pay the Subcontractor in the following manner: (check one)

[ ]  - Per Job. $[RATE] for the completion of the Services.

[ ]  - Per Hour. $[RATE] / hour.

[ ]  - As Stated in the Definitive Agreement. The payment amount will be

determined in the Definitive Agreement between the Subcontractor and Contractor.

[ ]  - Other. [OTHER PAYMENT].

1. **PAYMENT METHOD**. The Subcontractor shall be paid, in accordance with Section 5, in the following manner: (check one)

[ ]  - Every [ ]  week [ ]  month [ ]  quarter, beginning on [MM/DD/YYYY].

[ ]  - Upon completion of the Services performed.

[ ]  - Upon the Contractor receiving an invoice from the Subcontractor.

[ ]  - Other: [OTHER METHOD].

1. **START AND END** **DATE**. The Subcontractor shall start providing the Services on [MM/DD/YYYY] and the Services shall be completed: (check one)

[ ]  - By [MM/DD/YYYY].

[ ]  - In a reasonable time period in accordance with industry standards.

[ ]  - Other: [OTHER COMPLETION REQUIREMENT].

1. **INTENTION OF THE PARTIES**. This Letter sets forth the intentions of the Parties to use reasonable efforts to negotiate, in good faith, a Definitive Agreement with respect to all matters herein. Notwithstanding paragraphs 8 through 10, which shall be legally binding, any legal obligations with respect to all other matters shall only arise if and when the Parties execute and deliver a Definitive Agreement.
2. **GOVERNING LAW**. This Letter shall be governed under the laws of the State of [STATE NAME].
3. **SIGNATURES**.

**Contractor Signature**: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://esign.com/) Date: [MM/DD/YYYY]

Print Name: [CONTRACTOR PRINTED NAME]

**Subcontractor Signature**: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://esign.com/) Date: [MM/DD/YYYY]

Print Name: [SUBCONTRACTOR PRINTED NAME]