

SUBCONTRACTOR RELEASE AGREEMENT

This Subcontractor Release Agreement ("Agreement") is made as of _____, 20____ by and between _____ ("Subcontractor"), and _____ (the "Company"). Subcontractor and the Company are referred to collectively as the "Parties."

WHEREAS, Subcontractor has contracted with the Company to provide certain construction services;

WHEREAS, Subcontractor has requested, and the Parties have agreed, that the nature of Subcontractor's relationship with the Company is that of an independent contractor, and not an employee; and

WHEREAS, as of the date of this Agreement, Subcontractor has no legal claims against the Company that Subcontractor intends to pursue.

NOW, THEREFORE, the Parties agree as follows:

A. **Payment to Subcontractor.** Subcontractor agrees that the Company does not owe Subcontractor any money as of the date of this Agreement, and the Payment is valid and ample consideration for Subcontractor's covenants in this Agreement.

B. **General Release of All Claims By Subcontractor and Covenant Not to Sue.**

(1) Subcontractor hereby releases the Company and all of its parents, subsidiaries, and affiliates, predecessors, successors, and each of their owners, principals, partners, officers, associates, agents, members, managers, employees, attorneys, representatives, insurers, and all persons acting under and by, through or in connection with any of them (collectively, "Releasees"), from **any and all claims** and causes of action, known or unknown, based on any act, omission, or event that occurred prior to the date of Subcontractor's execution of this Agreement, including, without limitation, any claims relating to services performed for the Company prior to the date of Subcontractor's execution of this Agreement. Subcontractor acknowledges and agrees that this general release includes, without limitation, a release by Subcontractor of all known and unknown claims relating to Subcontractor's classification as an independent contractor, including without limitation Mass. Gen. Laws ch. 149, § 148B; claims relating to discrimination, harassment, or retaliation; claims relating to hours of work, payment of wages, benefits, expenses, or other compensation, including any and all claims arising under any sections of Mass. Gen. Laws ch. 149, §§ 148150 and Mass. Gen. Laws ch. 151, § 1, et seq.; any other claim arising under Chapters 149 through 151B of the Massachusetts General Laws; any claim arising under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.; any claims for breach of express or implied contract; and any and all tort claims.

(2) In addition to waiving and releasing the claims described above, Subcontractor promises never to file or prosecute any legal claim of any kind against any of the Releasees in any federal, state, or municipal court or in any other forum, asserting any claims that are released by this Agreement. Subcontractor agrees that he shall be liable for all expenses that any of the Releasees incur in responding to any claims that Subcontractor pursues in violation of this promise, including without limitation the Releasees' reasonable attorneys' fees and costs.

C. **Entire Agreement.** This Agreement is the entire agreement between the Parties and supersedes any and all previous representations, understandings, discussions, or agreements as to the subject matter hereof. The Parties agree that this Agreement does not affect the terms or validity of their Master Subcontract Agreement, which shall remain in full force and effect. The Parties agree that they are not relying upon any representations, statements, or agreements from the other Party or the other Party's agents as a basis for entering into this Agreement, except for those expressly stated in this Agreement. This Agreement may be amended only by a written instrument signed by the Company and Subcontractor.

D. **Voluntary Agreement.** Subcontractor acknowledges and agrees that Subcontractor is signing this Agreement as his own voluntary and free act, without coercion or duress of any kind, and intends to be bound by all terms of this Agreement. Subcontractor further acknowledges that his execution of this Agreement is not a requirement of his relationship with the Company and that, to the extent that he were to decline or fail to sign this Agreement, the Master Subcontract Agreement would remain in effect without modification.

THE UNDERSIGNED STATE THAT THEY (1) HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, (2) EITHER OBTAINED LEGAL COUNSEL OR ARE AWARE OF THEIR RIGHT TO SEEK THE ADVICE OF THEIR OWN LEGAL COUNSEL BEFORE SIGNING IT, AND (3) KNOW AND UNDERSTAND ALL OF THE TERMS IN THIS AGREEMENT.

SUBCONTRACTOR

ON BEHALF OF THE COMPANY

By: _____ Date: _____

By: _____ Date: _____

Print name: _____

Title: _____