**SAMPLE CONSTRUCTION CONTRACT**

This Construction Contract (the “Contract”) is made as of this \_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [Construction Company] who desires to provide Construction services to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [Owner] and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Owner] desires to obtain such services from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Construction Company].

**WITNESSETH:**

In consideration for the mutual promises set forth below, the parties agree as follows:

**1) Scope of Work**

[Construction Company] will provide all materials, services, and labor for the construction of [Describe Property] located at: [Property Address], herein referred to as “Worksite.”

This includes necessary labor and site security, building and construction materials, and all required tools and machinery needed for completion of construction.

**2) Contract Price**

The owner shall pay [Construction Company] the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($ ) for the material and labor to be performed under the Contract, subject to any additions and/or deductions made pursuant to authorized change orders.

**3) Completion Time**

The parties agree that time is of the essence, and therefore the work to be performed under this Contract shall be commenced on or before the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, and shall be substantially completed on or before the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

**4) Payments**

Payments of the Contract price shall be paid in the following manner:

[Describe how you would like payments paid. Include information such as: who payments should be made to, what penalties will incur if there are any late payments, etc.]

If [Owner] fails to pay for the services when due, [Construction Company] has the option to treat such failure to pay as a material breach of this Contract, and may seek legal remedies and/or cancel this Contract.

**5) Compliance**

[Construction Company] shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Americans with Disabilities Act, the Fair Labor Standards Act, and the Federal Family and Medical Leave Act.

**6) Insurance**

[Construction Company] warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.

**7) Subcontractors**

[Construction Company] may engage subcontractors to perform work at its discretion hereunder, provided [Construction Company] shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

**8) Modifications**

All changes to Services shall be in writing and signed by both Owner and [Construction Company]

**9) Arbitration**

All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

**10) Integration**

This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Construction Company Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner Signature