|  |
| --- |
| Company – (Slogan) Address Phone @ logo1 **Construction Contract**21. [Client Name] Jobsite: ( Address)
2. Primary Emergency Contact /
3. Secondary Emergency Contact / 6
4. [Contractor Name] Jobsite: ( Address)
5. Primary Emergency Contact /
6. Secondary Emergency Contact /

42 1. **1 ENTIRE CONTRACT** 43
2. This document and all items attached, 44 And phone number:
3. included within the Number of Pages 45 .
4. listed at the bottom of this page, includes
5. the entirety of the binding agreement. 46 And the Construction Site “Site” is located
6. Any additions, addendums, or annexes 47 at the Address
7. will be held under separate agreement 48
8. provisions. 49

50 1. **2 PARTIES**

51 1. The legal agreement “Contract” 52 And phone number and name of site
2. contained within the pages is agreed to 53 point of contact:
3. between the Client and the Contractor
4. listed within this section. These “Parties” 54 .
5. agree to terms which are effective
6. subject to specific dates also stated in this 55 **2.1 PLANS**
7. section. 56 The “Contract” will mean that the
8. The Contractor is (the 57 Contractor shall abide by all agreement
9. of Contractor’s company): 58 terms, and perform work defined in the

59 “Plans” document(s) specified here:28 1. (Contractor Name), with Company 60
2. Name and Address: 61 31 62 32 63 .
3. 64 And the Plans will be performed to the
4. and phone number: 65 “Specifications,” standards, or definitions
5. . The Client is (the 66 of quality control specified here:
6. (title) of Client’s 67
7. Company):

38 68 39 , with Address 69 40 41 70 .*Always consult a lawyer before making any contracts or legal agreements* |
|  | **1** of 6 |  |

|  |
| --- |
| Company – (Slogan) Address Phone @ logo1. **2.2 TERM**
2. The Contract will be effective starting on
3. this “Effective Date” of the th/rd
4. of , 20 , and continue its
5. effect until the “Expiration Date” of the
6. th/rd of , 20 , or if
7. stricken out, the effect will remain in
8. perpetuity, until nullified by a separate
9. binding act of nullification. 88 **4 COMPENSATION**
10. **3 LIST OF DELIVERABLES AND** 89 After each milestone is completed, the

90 Client Agrees to pay the sums listed in this1. **MILESTONES** 91 section to the Contractor.
2. For convenience and further reference, a 92 If a “Change Order” is issued which
3. list containing deliverables and 93 modifies the scope of work performed, it
4. milestones, and scheduled date of 94 must first cancel the previous milestone
5. delivery or completion. Milestones are 95 defined in this section and create a new
6. written in bold-faced text, and 96 milestone definition, and the payment
7. deliverables are non-bold-faced text. 97 terms defined herein will be invalidated.

*No. Description Date* 98 The milestones and compensation for* 1. each milestone are listed here. The
	2. contractor is entitled to payment upon
	3. completion of each milestone.
	4. Referenced Work Scope Details are
	5. defined by the Plans.

**MILESTONE WORK SCOPE DETAILS COMPENSATION NO.*** 1. **5 CONTINGENCY**
	2. The Contract is [ ] is not [ ] (check one)
	3. Contingent on the Client obtaining funds
	4. for the project (through a loan or other
	5. means).
	6. If the Contract IS Contingent, then the
	7. expiration of this contract “Contingent

*Always consult a lawyer before making any contracts or legal agreements* |
|  | **2** of 6 |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |
| --- |
| Company – (Slogan) Address Phone @ logo1. Expiration Date” is, the: th/rd of 158 the most recent dated change will
2. , 20 . 159 take control.
3. After this date, if the Client still has not
4. obtained funds, the Contract is nullified in 160 **7 PERMITS AND**
5. its entirety.

161 **CERTIFICATIONS**1. **5.1 COMMENCEMENT** 162 The Contractor will obtain and preserve
2. The Contingent Expiration Date SHALL 163 at their own cost, through the effective
3. NOT precede the Effective Date of the 164 term of this Contract:
4. Contract, and if an effective date is
5. written that precedes the Contingent 165 Any Certificates, Permits, Licenses,
6. Expiration Date, then the Contingent 166 External Agreements and other
7. Expiration Date replaces the Effective 167 paperwork required by Statute in order to
8. Date, and all dates dependent on the 168 legally complete the Work.
9. Effective Date will be replaced according
10. to the time differences. 169 **8 SUBCONTRACTING**
11. Work shall begin no later than days
12. after the Effective Date, and the date 170 The Contractor [ ] may [ ] may not
13. that Work begins is the “Commencement 171 (Check ONE) subcontract Work defined in
14. Date”. 172 this Contract as allowed by Law. The
	1. Contractor Agrees to pay subcontractors
	2. promptly and to settle any disputes with
15. **5.2 COMPLETION** 175 subcontractors at Contractor’s own
16. The Work shall be completed, including all 176 expense.
17. deliverables and milestones, before
18. months succeeding the 177 The Contractor is liable for any delays,
19. Commencement Date. 178 damages, warrantees broken, material
20. breaches, penalties, or other damages
21. incurred due to subcontractors’ work.
22. **6 CHANGE ORDERS**
23. Any changes made to the Contract will 181 **9 CONTRACTOR ACCESS**
24. require a “Change Order,” defined here.

182 The Client will provide the Contractor and1. The Change Order shall include: 183 all of the Contractor’s agents,
2.  a list of changes with reference to 184 subcontractors, or affiliates with
3. task names or identifiers in the 185 Reasonable physical access to the site
4. Plans 186 after this Contract is signed, and until the
5.  all scheduling changes incurred 187 expiration of this Contract.
6. by the changed items 188 Access may be denied to the Contractor
7.  compensation changes incurred 189 or Contractor’s agents, affiliates, or
8. by the changed items 190 subcontractors if they can not provide
9.  Explanation of reasoning for the 191 proof of affiliation, such as a phone call to
10. Change Order 192 the Contractor.
11.  Signature by Client and
12. Contractor. 193 The site access shall be granted only for

194 purposes relating to this Contract. For1. The Change Order(s) shall be valid 195 example, the Contractor shall not store
2. only if signed by the Parties, and 196 supplies for a nearby unaffiliated site on
3. attached to the Signed Contract, 197 this Site.
4. and all other Change Orders,
5. Contract Addendums, Plans, and
6. Annexes. 198 **10 CLIENT ACCESS**
7. In the case of a conflicting Change 199 The Client, Client’s subcontractors,
8. Order, Addendum, Plan, or Annex, 200 affiliates, or agents will have access to the

*Always consult a lawyer before making any contracts or legal agreements* |
|  | **3** of 6 |  |

Company – (Slogan)

logo

Address

Phone @

201

202

Site, including all equipment, assets, and Work.

232

233

Refuse disposal shall be carried out no more than days after

203

204

The Access by the client will be used to appraise, assess, inspect, and evaluate

234 (milestone).

205

206

207

208

209

210

211

the Work in progress, and the Client will not interfere with the Work to a reasonable degree.

The Contractor will not be liable for delays caused by any inspections which are not listed below:

**10.1 LIST OF PLANNED INSPECTIONS**

235

236

237

238

239

240

241

# HAZARDOUS MATERIALS

“Hazardous materials” means any substance which is defined either by common reference or by law as: dangerous to humans or the environment, such as this non-exclusive list:

explosives, solvents, biohazards,

*No. Description Date Site Closure*

242

243

244

245

246

247

248

249

250

251

252

253

radioactive materials, asbestos, lead paints, freon, items containing heavy metals, CFCs, PCBs, formaldehyde.

Contractor shall comply with regulations and best practices to safely handle, use, and dispose of Hazardous Materials.

Contractor will be liable and indemnify and hold harmless the Client, for any damages to the site resulting from the use of Hazardous Materials.

# DESTRUCTION

If the Site is destroyed, in whole or in part,

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

**11INSURANCE**

The Parties agree to maintain insurance subject to the terms below. Insurance must be carried out in a legal manner, currency, and license, appropriate for the scope of work.

[Insurance requirements]

*Include insurance requirements for the Contractor, Subcontractor(s), Client, Client’s agents or affiliates, and any important assets. Include persons,*

*property, and any insurance required by law as well, and be as specific as possible.*

**12 DISPOSAL OF REFUSE**

The Contractor will dispose of all materials and refuse as a result of the Work in accordance to statute. Further, the Site shall be kept reasonably clean of refuse, subject to inspection by the Client.

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

whether by an act of God, natural disaster, war, or by outside causes, then any of the Parties has a right to Termination of this Contract.

# FORCE MAJEURE

Parties will NOT be deemed in breach, or to have liability, or need to perform services, if the reason of the breach, liability, or failure to perform services is due in whole or part to:

acts of God, worker strike, supplier delay or lack of availability, regulation or regulation changes, war, or any other cause outside of the control of the Contractor or Client.

# UTILITIES

Any utilities relevant to the Site will be paid by:

[ ] The Client [ ] the Contractor

*Always consult a lawyer before making any contracts or legal agreements*

**4** of 6

|  |
| --- |
| Company – (Slogan) Address Phone @ logo1. (CHECK ONE) during the Effective Dates 311 additional works defined, within the time
2. of the Contract. 312 period defined in this document.
3. **17 SUBSTANTIAL COMPLETION** 313 **19MISCELLANEOUS**

 1. The Contractor will notify the Client when
2. the Contract is Substantially Complete. 314 **19.1 ASSIGNMENT**
3. Upon receiving the “Notice,” the Client 315 This Contract can not be re-assigned
4. will perform a final inspection and deliver 316 without consent from all Parties. In the
5. a “Punch List” to the Contractor within 317 event of the dissolution or cessation of
6. days after receiving the Notice. 318 any entity’s existence which was a Party

319 to this Contract, the remaining party(ies)1. Contractor will perform works required by 320 may terminate the contract and seek
2. the Punch list in a prompt manner, and 321 compensation or damages from the
3. the Client may withhold final payments 322 previous owners, parent organizations,
4. until Punch List items have all been 323 investors, or other persons or entities
5. completed. 324 “Stakeholders” which have previously
	1. held ownership or control of the dissolved
	2. or ceased entity or its parents.
6. **18 WARRANTIES**

327 **19.2 LEGALITY**1. **18.1 CONTRACTOR WARRANTS** 328 Any term of this contract, if found to be
2. that it represents a company which is 329 illegal, or if a term reasonably requires the
3. licensed to perform the Works, and that 330 performance of illegal acts, shall be
4. Contractor will perform such works in 331 considered invalid and unenforceable.
5. compliance with all regulations and 332 Regardless of the illegality of any
6. industry best practices, and Contractor 333 particular term, all other non-dependent
7. will meet all specifications, standards, and 334 terms shall still remain in effect.
8. qualifications defined herein.
9. **18.2 CLIENT WARRANTS** 335 **19.3 NOTICES**
10. that (a) Client is the legal owner of the 336 Any Notices will be sent to the contacts
11. Site or the Site’s agent with power of 337 defined in lines 3-9 of this Contract.
12. attorney; (b) The Client has full legal
13. authority to enter into this Contract 338 **19.4 GOVERNANCE**
14. without permission from another entity; (c) 339 *Indicate the locale that the Contract will*
15. The Work defined in the Contract, Plans, 340 *be governed under. Be specific, the*
16. Addendums, Change Orders, Annexes, or 341 *Contract will benefit from listing the*
17. other documents is legal and in 342 *specific State, City, County, Federal*
18. compliance with applicable regulations, 343 *Statutes which apply to your operation.*
19. guidance, and local requirements; And 344 *List any Agreements like HOAs, Unions, or*
20. (d) the Client has the ability to comply 345 *other non-governmental agreements that*
21. with the terms of compensation, such as a 346 *the Contract will be governed under.*
22. reasonable basis to obtain loans for
23. funding the Contract Works, and any 347

*Always consult a lawyer before making any contracts or legal agreements* |
|  | **5** of 6 |  |

|  |
| --- |
| Company – (Slogan) Address Phone  @ logo3481. **20 SIGNATURE CLAUSES**
2. This Contract is binding upon and inure to the benefit of the Parties, and to their
3. administrator, legal representative, heir(s), executor(s), trustees, and owners. If a
4. contradiction is found in the Contract, terms in the Specification will maintain authority. In
5. the case of contradiction found with the Specification, the Plans will maintain authority. 354

355356Client Signature Date Contractor Signature DateClient (Representative) Name Contractor (Representative) Name357*Always consult a lawyer before making any contracts or legal agreements* |
|  | **6** of 6 |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |
|  |  |