Construction Contract

This **Construction Contract** (hereinafter referred to as the “Agreement”) is entered into as of by and between , with a mailing address of

 (hereinafter referred to as the “Customer”) and , with a mailing address of

 (hereinafter referred to as the “Contractor”), collectively referred to as the “Parties”, both of whom agree to be bound by this Agreement.

1. **Construction Services.** The Customer wishes to obtain the Contractor’s services to perform the following construction work:

 (hereinafter referred to as the “Services”). Detailed plans and specifications to be attached to this Agreement.

The Services are to be performed at the following address:

 (hereinafter referred to as the “Property”).

The Contractor agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Agreement. Upon completion of the Services, the Contractor will remove all materials, supplies, and other debris.

1. **Changes in the Services.** The Customer may request reasonable changes to the Services described in Section 1. Any changes to the Services must be in writing and signed by both the Contractor and the Customer. The Customer agrees that any changes to the Services may result in additional charges and extend the Construction Schedule described in Section 3.
2. **Construction Schedule.** The Contractor will complete the Services in accordance with the following schedule:
	* Services Start Date: ;
	* Substantial ( %) Completion Date: ;
	* Full Completion Date: .

The Customer agrees that all dates are subject to change if the Customer requests any changes or additions to the Services. The full completion date is further subject to weather conditions.

1. **Compensation.** The Customer and the Contractor agree to the following Payment and Payment Terms:
	* The upfront fee for the Services shall be $ ;
	* The fee upon the completion of the project shall be $ ;
	* The fee for materials shall be $ .

The Contractor agrees to provide the Customer with a breakdown of all costs (i.e., materials and labor) upon the Customer’s request.

# Representations.

* 1. **Contractor Representations.** The Contractor is a duly licensed general contractor in good standing, License # . The Contractor will perform the Services in compliance with all applicable laws, regulations, codes, restrictive covenants, and homeowners’ association requirements.
	2. **Customer Representations.** The Customer is the legal owner of the Property, or otherwise has authority to permit construction upon the Property. The requested Services are in accordance with all applicable laws, regulations, codes, restrictive covenants, and homeowners’ association requirements. The Customer has the financial ability to pay the Contractor for the Services.

# Obligations.

* 1. **Contractor Obligations.** The Contractor will obtain, at its own cost, all necessary permits and approvals to perform the Services. The Contractor agrees to provide the Customer with lien waivers, lien releases, and acknowledgment of full

payment upon receipt of each payment laid out in the Payment Schedule in Section 4 above. The Contractor will take all reasonable safety precautions in performing the Services. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.

* 1. **Customer Obligations.** The Customer will provide the Contractor, its employees, agents, and subcontractors, reasonable access to the Property for the purpose of performing the Services. The Customer agrees to keep the Property clear of all known and potential hazards. The Customer further agrees to keep all pets out of the work area of the Property.
1. **Insurance.** The Contractor warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of the Contractor or its employees and subcontractors.
2. **Subcontractors.** The Contractor may engage subcontractors to perform work at its discretion, provided that the Contractor shall fully pay any subcontractor and in all instances remain responsible for the proper completion of this Agreement.
3. **Warranty.** The Contractor warrants the Services for

 years against all defects in materials and workmanship.

1. **Events Beyond Contractor’s Control.** The Customer agrees that if the Contractor is unable to complete the Services by the Completion Date because of reasons that were not caused by the Contractor (i.e., availability of necessary supplies, materials, etc.) or because of events beyond the Contractor’s control (such as labor issues, fire, flood, acts of God, vandalism, etc.), the Contractor will not be deemed to have breached this Agreement.

In the aforementioned case, the time for the Contractor to complete the Services will be extended by the amount of time reasonably necessary for the Contractor to complete the Services and at a schedule agreeable to the Parties. The time for the Customer to pay the Contractor for the Services will be extended in the same manner.

1. **Liability Waiver.** If the Contractor, any of its employees, contractors, agents, or the like are injured in the course of performing the Services, the Customer is exempt from liability for those injuries to the fullest extent allowed by law.

# Termination.

**12.1. By Customer.** The Customer can terminate the Agreement by giving written

notice:

1. if the Contractor commits any material breach of this Agreement and fails to correct the breach within days of notice of the breach; or
2. if there is any repeated failure by the Contractor to provide the Services of an acceptable standard and to the reasonable satisfaction of the Customer.
	1. **By Contractor.** The Contractor can terminate the Agreement by giving written notice:
		1. if the Customer fails to make the payments required and set forth in Section 4 within days of notice of failure to make a payment; or
		2. if the Customer commits any other material, non-financial breach and fails to correct the breach within days of notice of the breach.
3. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees, collection fees and the like.
4. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by law.

State

1. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. If the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

CONTRACTOR

Name:

CUSTOMER

Name:

Signed: Signed:

Date: Date: