



Agreement Between Owner and Contractor

This agreement is made and entered between the Owner _____ and the Contractor _____ on this date _____.

The Owner and Contractor hereby agree to the following:

1. The Contractor agrees to provide all of the labor, materials and equipment required to perform the following work for:

{ Describe Work to be Performed }

as shown by the drawing(s) and/or described in the specifications prepared by _____, which are identified by the signatures of the parties to this agreement and become a part of this agreement.

2. The Owner agrees to pay the Contractor the sum of \$ _____ for the above labor, materials and equipment in the following manner:

{ Describe Payment Method and Timing }

3. The date(s) of completion shall be as follows (choose one):

The work to be performed under this agreement between owner and contractor shall begin on _____, and shall be fully completed on or before _____.

The work to be performed under this agreement between owner and contractor shall begin on _____, and various portions of the above-described work shall be completed on or before the following dates:

{ Describe Work Portions and Completion Dates }

4. In the event that the work is delayed due to the neglect of the Contractor, the Contractor agrees to pay the Owner the sum of \$ _____ per day as liquidated damages until the work is completed.

5. In the event that the work is delayed due to the neglect of the Owner, acts of God, fire, flood, labor strikes, riots, wars and other causes beyond the reasonable control of the Contractor, the time for completion of the work shall be extended by the same period as the delay occasioned by any of the aforementioned causes.

6. In the event that the Owner fails to pay any periodic or installment payment due to the Contractor under this agreement, the Contractor may cease work without breach pending payment or the resolution of any dispute.

7. All changes to the work ordered by the Owner shall be in writing, and all resulting increases or decreases in the payment sum shall be decided by the Contractor. Any claims for increases or decreases in the payment

sum shall be presented by the Contractor to the Owner in writing, and the written approval of the Owner must be obtained before the Contractor can proceed with the change order.

8. The Contractor agrees to provide and pay for all labor, materials and equipment required for the timely completion for work. The Contractor shall employ a sufficient number of workers skilled in their trade to perform the work. Unless otherwise specified, all materials shall be new and of good quality.

9. All work shall be completed in a workmanship-like manner and in compliance with all building codes and other applicable laws.

10. The Contractor agrees to re-execute any work which does not conform to the drawings and specifications. The Contractor also warrants all work performed, and agrees to remedy any defects resulting from faulty materials or workmanship for a period of _____ months after work completion.

11. Assignment for the above-described work shall be as follows (choose one):

Neither the Owner nor Contractor shall have the right to assign any rights or interest under this agreement between owner and contractor without the written consent of the other. The Contractor shall not assign any sums due, or to become due to him under the terms of this agreement.

The Contractor may at his/her discretion engage subcontractors to perform the work hereunder, provided that the Contractor fully pays the said subcontractors and remains fully responsible for the proper completion of this work.

12. The Owner, Owner's representative(s) and public authorities shall have access to the work at all times.

13. The Owner agrees to maintain full insurance on the above-described work during the progress of the work, in his/her own name and that of the Contractor. The Contractor agrees to obtain adequate insurance for himself/herself against claims for property damages, bodily injuries and death due to the performance of this agreement.

14. Additional Terms and Conditions:

Owner Name: _____

Owner Signature: _____

Date: _____

Contractor Name: _____

Contractor Signature: _____

Date: _____

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