

CONSTRUCTION AGREEMENT

This Construction Contract (hereinafter referred to as the "**Agreement**") is executed 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 the terms and conditions outlined in this Agreement.

1. Construction Services

The Customer seeks to engage the Contractor's services to undertake the following

construction work (hereinafter referred to as the "**Services**"): _____

The Services are intended to be carried out at the following address: _____

The Contractor shall be responsible for providing all necessary labor, materials, and supplies required to perform the Services in accordance with the specifications and details attached to this Agreement. Upon the completion of the Services, the Contractor shall ensure the removal of all materials, supplies, and debris.

2. Changes in the Services

The Customer may request reasonable changes to the Services outlined in Section 1. Any modifications or additions to the Services must be documented in writing and mutually agreed upon and signed by both the Contractor and the Customer. The Customer acknowledges that such changes may result in additional charges and could extend the Construction Schedule, as outlined in Section 3.

3. Construction Schedule

The Contractor commits to completing the Services based on the following schedule:

Services Start Date: _____

Substantial: (____ %)

Completion Date: _____

Full Completion Date: _____

The Parties agree that the above-mentioned dates are subject to adjustments if any modifications or additions to the Services are requested by the Customer. Furthermore, the full completion date may be affected by weather conditions.

4. Compensation

The Customer and the Contractor mutually agree to the following Payment and Payment Terms:

Upfront fee for the Services: _____

Fee upon project completion: _____

Materials fee: _____

At the Customer's request, the Contractor will provide a breakdown of all costs, including materials and labor, related to the Services.

5. Representations

5.1. Contractor Representations:

The Contractor represents that they hold a valid and active general contractor license with License # _____. The Contractor shall perform the Services in strict compliance with all applicable laws, regulations, codes, restrictive covenants, and requirements of homeowners' associations.

5.2. Customer Representations:

The Customer represents that they are the legal owner of the Property or possess the necessary authority to authorize construction activities on the Property. The requested Services conform to all relevant laws, regulations, codes, restrictive covenants, and

homeowners' association requirements. Additionally, the Customer affirms their financial capability to remunerate the Contractor for the Services.

6. Obligations

6.1. Contractor Obligations:

The Contractor shall be responsible for obtaining all essential permits and approvals required to carry out the Services at their expense. Furthermore, the Contractor agrees to furnish the Customer with lien waivers, lien releases, and acknowledgments of full payment upon receipt of each payment, as specified in the Payment Schedule provided in Section 4. The Contractor will observe all reasonable safety measures while executing the Services and will adhere to all relevant laws, ordinances, rules, regulations, and public authorities' orders concerning the safety of persons and property.

6.2. Customer Obligations:

The Customer shall provide the Contractor, its employees, agents, and subcontractors with reasonable access to the Property for the purpose of completing the Services. The Customer agrees to maintain the Property free from any known or potential hazards and shall ensure that all pets are kept out of the work area during the construction process.

7. Insurance

The Contractor guarantees that they possess adequate insurance coverage for injuries sustained by its employees or any other parties, resulting from the actions of the Contractor or its employees and subcontractors.

8. Subcontractors

The Contractor reserves the right to engage subcontractors as necessary to perform specific tasks related to the Services. However, the Contractor shall remain entirely accountable for ensuring the proper completion of this Agreement and shall fully compensate any subcontractors engaged in the process.

9. Warranty

The Contractor warrants the Services for a period of _____ years against any defects in materials and workmanship.

10. Events beyond Contractor's Control

The Customer acknowledges that if the Contractor is unable to complete the Services by the specified Completion Date due to reasons beyond the Contractor's control (e.g., availability of necessary supplies, materials, etc.) or unforeseeable events (e.g., labor issues, natural disasters, vandalism, etc.), such occurrences shall not constitute a breach of this Agreement.

In such cases, the Contractor's timeline for completing the Services will be extended reasonably, and a new schedule will be agreed upon by the Parties. Correspondingly, the timeline for payment by the Customer shall be extended accordingly.

11. Liability Waiver

The Customer shall not be held liable for any injuries sustained by the Contractor, its employees, agents, or other related parties while performing the Services, to the fullest extent permitted by applicable law.

12. Termination

12.1. By Contractor:

The Contractor retains the right to terminate this Agreement by giving written notice under the following conditions:

- (a) The Customer fails to make the payments specified in Section 4 within _____ days of receiving notice of the payment default.
- (b) The Customer commits any other material, non-financial breach of this Agreement and fails to rectify the breach within _____ days of receiving notice.

12.2. By Customer:

The Customer reserves the right to terminate this Agreement by providing written notice in the following circumstances:

- (a) The Contractor commits a material breach of this Agreement and fails to remedy the breach within _____ days of receiving notice of the breach.
- (b) There is a repeated failure by the Contractor to provide Services of acceptable standards to the reasonable satisfaction of the Customer, and such failure remains unresolved within _____ days of receiving notice.

13. Legal Fees

In the event of a dispute resulting in legal action, the prevailing party shall be entitled to recover reasonable legal fees, including attorneys' fees and collection costs.

14. Governing Law and Jurisdiction

The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of _____. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in _____.

15. Entire Agreement

The Parties acknowledge that this Agreement constitutes the entire understanding between them concerning the subject matter herein. Any modifications, amendments, or supplements to this Agreement shall be valid only if they are made in writing and signed by both Parties.

The Parties hereby affix their signatures to signify their acceptance of the terms and conditions as stated above:

Contractor

Customer

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Please note that it is important to review and understand all the provisions and obligations set forth in this Agreement before signing. If there are any questions or concerns regarding the terms, it is advisable to seek legal advice or clarification. By signing above, the Parties acknowledge that they have read and comprehended the Agreement and agree to be bound by its terms and conditions.