CONSTRUCTION CONTRACT

OWNER & CONTRACTOR — CONSTRUCTION / REMODELING

AGREEMENT NO.

EFFECTIVE DATE

This Construction Contract (the "Agreement") sets out the work, price, and schedule for the construction or remodeling project described below, between the Owner and the Contractor.

1 THE PARTIES

Contractor

FULL LEGAL NAME / ENTITY

ADDRESS

CITY | STATE | ZIP

PHONE | EMAIL

Owner

FULL LEGAL NAME / ENTITY

ADDRESS

CITY | STATE | ZIP

PHONE | EMAIL

2 SERVICES & SCOPE OF WORK

The Provider agrees to perform, and the Client agrees to accept and pay for, the services described below (the "Services"). Work outside this scope is performed only under a written change order signed by both parties.

SCOPE OF WORK / PLANS & SPECIFICATIONS

PROJECT / JOB-SITE ADDRESS

3 TERM & SCHEDULE

This Agreement begins on the start date shown and continues until the Services are completed or it is terminated as provided herein. Timeframes are good-faith estimates and may be affected by weather, site conditions, permit timing, and other delays outside the Provider's reasonable control.

START DATE

COMPLETION / END DATE

SCHEDULE / MILESTONES / WORKING HOURS

4 COMPENSATION & PAYMENT

The Client shall pay the Provider the amounts set out below. Unless stated otherwise, invoices are due on receipt; overdue balances may accrue the late fee shown, and the Provider may suspend Services until the account is current. Prices exclude applicable sales tax unless noted.

TOTAL PRICE / RATE ($)

PRICING BASIS (FLAT / HOURLY / PER VISIT)

Payment schedule:

☐ Due on completion ☐ Deposit + balance ☐ Per invoice / monthly

☐ 50% / 50% ☐ Other

DEPOSIT / RETAINER ($)

BALANCE DUE & DUE DATE

LATE FEE (% OR $)

ACCEPTED PAYMENT METHODS

5 CLIENT RESPONSIBILITIES

The Client will provide safe and timely access to the premises, accurate information, required approvals, and any utilities, materials, or conditions reasonably needed for the Provider to perform. Delays or extra work caused by the Client may adjust the schedule and price.

6 MATERIALS & SUPPLIES

Unless agreed otherwise below, the Provider furnishes all labor, materials, tools, and supplies needed to complete the Services. Where a specified item is unavailable, the Provider may substitute a product of comparable quality.

Materials and supplies provided by:

☐ Provider ☐ Client ☐ Both (see notes)

MATERIALS / FIXTURES / PRODUCTS (BRAND, MODEL, COLOR, GRADE)

7 LICENSING, INSURANCE & PERMITS

The Provider represents that it holds the licenses required to perform the Services and maintains general liability insurance (and workers' compensation where required by law). Work will comply with applicable building codes. The Provider is responsible for pulling required permits unless the parties agree otherwise below.

CONTRACTOR LICENSE NO.

LICENSE STATE

LIABILITY INSURER

POLICY NO.

Permits & inspections obtained by:

☐ Provider ☐ Client ☐ Not applicable

8 CHANGE ORDERS

Any change to the scope, materials, or price must be documented in a written change order signed by both parties before the additional work proceeds. Verbal changes are not binding. Concealed or unforeseen conditions discovered during the work may require a change order to address.

9 SUBSTANTIAL COMPLETION & DELAYS

The Contractor will pursue the work diligently and target substantial completion by the date below, subject to change orders, weather, and delays beyond its control.

TARGET SUBSTANTIAL-COMPLETION DATE

RETAINAGE HELD UNTIL COMPLETION (%)

10 LIENS & WAIVERS

The Contractor will pay its subcontractors and suppliers and, on request and upon payment, provide lien waivers. The Owner may withhold amounts necessary to clear valid liens.

11 WARRANTY

The Contractor warrants that the work will be performed in a good and workmanlike manner and free from defects in workmanship for the period below. Manufacturer warranties on materials pass through to the Owner. This warranty excludes damage from misuse, neglect, or normal wear.

WORKMANSHIP WARRANTY PERIOD

WARRANTY START / COMPLETION DATE

12 INDEPENDENT CONTRACTOR

The Provider is an independent contractor, not an employee, partner, or agent of the Client. The Provider is responsible for its own taxes, insurance, tools, and any employees or subcontractors, and controls the manner and means of performing the Services. Nothing in this Agreement creates an employment, agency, or joint-venture relationship, and the Provider is not entitled to employee benefits.

13 LIMITATION OF LIABILITY & INDEMNIFICATION

To the maximum extent permitted by law, the Provider's total liability arising out of or relating to this Agreement will not exceed the total fees paid under it, and neither party will be liable for indirect, incidental, special, or consequential damages. Each party agrees to indemnify and hold the other harmless from third-party claims arising from its own negligence, willful misconduct, or breach of this Agreement.

14 CANCELLATION & TERMINATION

Either party may terminate this Agreement on written notice as set out below. On termination, the Client shall pay for Services performed and non-cancellable costs incurred through the termination date; deposits are applied to those amounts first and are refundable only to the extent they exceed them, unless marked non-refundable.

NOTICE REQUIRED (DAYS)

DEPOSIT / CANCELLATION TERMS

15 GENERAL TERMS

This Agreement is governed by the laws of the state identified below, without regard to its conflict-of-laws rules, and represents the entire agreement between the parties, superseding all prior discussions. It may be amended only by a writing signed by both parties. If any provision is held invalid, the remaining provisions remain in full force. Neither party is liable for delays or failures caused by events beyond its reasonable control (including weather, natural disasters, supply or labor shortages, or governmental action). Notices must be in writing and delivered to the addresses shown above. This Agreement may be signed in counterparts, including electronically.

GOVERNING STATE / JURISDICTION

16 ADDITIONAL TERMS

The parties may record additional agreed terms or special provisions below. Any handwritten addition or alteration should be initialed by all parties.

ADDITIONAL TERMS / SPECIAL PROVISIONS

17 SIGNATURES (all parties)

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by all of its terms as of the Effective Date.

CONTRACTOR SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)

OWNER SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)

18 NOTARY ACKNOWLEDGMENT (if required)

ACKNOWLEDGMENT

State of , County of

On (date), before me personally appeared

the above-named person(s), known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged that they executed it for the purposes stated herein.

NOTARY PUBLIC SIGNATURE

COMMISSION EXPIRES