

Construction Contract

This Construction Contract (hereinafter “**Contract**”, “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____ (hereinafter referred to as the “**Client**”) and _____, with an address of _____ (hereinafter referred to as the “**Constructor**”), also individually referred to as “**Party**” and collectively “the **Parties**”.

I. Services

The Parties hereby agree that the upon which the Services will be performed is located at the following address:

_____ (hereinafter “The **Property**”)

The Parties agree that the work and specific deliverables created by the Constructor as part of this contract (hereinafter “The **Services**”). Detailed specifications including, but not limited to, plans, schemes, illustrations, proposals, approvals, permits, and others, are to be attached to this Contract and listed below:

- 1.1. _____
- 1.2. _____
- 1.3. _____
- 1.4. _____
- 1.5. The Constructor hereby agrees to perform all the work shown on the construction plan built for this Property’s site.
- 1.6. The Constructor agrees to supervise, oversee, manage and complete all the processes of the Construction.
- 1.7. All documents will be stored in a safe place, accessible only to the Constructor and the Client.

- 1.8. All safety precautions must be taken by both the Constructor and the Client
- 1.9. All personnel, employees and subcontractors will be trained for the purpose of performing the Services under the most efficient and safe processes.

The Constructor commits to providing the labour, materials and supplies necessary to perform the Services for the Client, according to the terms provided in this Agreement. Upon completion, the Constructor is liable to remove all excess materials, supplies and other debris.

II. Changes in the services

In an event in which the Client requests reasonable changes to the Services described in section 1, the said changes must be in writing and signed by both Parties. The Client hereby acknowledges that changes to the Services may result in additional charges and affect the Construction Schedule agreed upon in Section 3.

III. Construction Schedule

The Constructor hereby commits to completing the Services according to the following schedule:

- Start Date: _____
- ____ % Completion Date: _____
- ____ % Completion Date: _____
- Full Completion Date: _____

IV. Payments

The Client hereby agrees to pay the Constructor for the Services in accordance with the following terms:

- Upon signing of the Contract: _____
- Upon completion of ____ % of the Services: _____
- Upon completion of ____ % of the Services: _____
- Upon completion of the Contract: _____
- TOTAL AMOUNT TO BE PAID: _____

- The Constructor will provide a full breakdown of all costs upon the Client's request
- Optional additional payment terms: _____

V. Representations

5.1. Constructor. The Constructor consents that they are a duly licensed general contractor in good standing, with the following License details and/or identifiers:

_____.

The Constructor hereby agrees to perform the Services in a suitable manner, in compliance with all applicable laws, regulations, codes, restrictive covenants and homeowners' association requirements.

5.2. Client. The Client hereby agrees that they have a legal right to the Property and that they are either the owner or has the necessary authority to permit the construction upon the Property. The Client also consents that the requested Services are in compliance with all applicable laws, regulations, codes, restrictive covenants and homeowners' association requirements. The Client agrees that they have the financial ability to pay the Constructor for the Services.

VI. Obligations

6.1. Constructor. The Constructor hereby agrees to obtain the permits and approvals required to perform the Services. The Constructor further agrees to support the costs of such permits and approvals. Furthermore, the Constructor agrees to provide the Client with: lien waivers, lien releases and/or acknowledgement of full payment upon receipt of each payment laid out in the Payment Schedule in the aforementioned. The Constructor commits to respecting all the required regulations from the Government or other public authorities for the safety of persons and of the Property. The Constructor agrees to bear responsibility for taking safety precautions when performing the Services.

6.2. Client. The Client agrees to provide the Constructor with full access to the Property for the purpose of performing the services. The Client agrees to maintain the Property so as to allow the Constructor to perform the Services.

VII. Subcontractors

The Client understands and agrees that subcontractors may be hired by the Constructor to perform work, provided that the Constructor is fully liable for the remuneration of said subcontractors, as well as fully liable for the proper completion of this Agreement and all results of the subcontractor's work.

VIII. Insurance

The Constructor agrees that it is under their responsibility to purchase an insurance policy for the Construction of the Property.

The Constructor vows that they are adequately insured for the safety of its employees/subcontractors and any other kind of loss or injury. The Constructor additionally vows that they are insured for any kind of damages and/or losses experienced at the Property, as the Constructor or its employees/subcontractors perform their Services.

IX. Indemnity

The Parties agree to indemnify each other as well as related affiliates, officers, agents, permitted successors and/or employees and assigns against any and all kinds of claims, losses, liabilities, penalties, damages, punitive damages, expenses, reasonable legal fees and costs of any kind whatsoever, which may result from negligence or breach of this Contract by the indemnifying Party, its respective successors and assigns that occur in connection with this Contract.

In addition to the above, this section will remain in full force and tact as well as effective after the termination of the Contract by its natural termination or the early termination by either Party.

X. Events Beyond The Constructor's Control

In an event in which the Constructor is not able to deliver the Services by the Completion Date, due to reasons that are not under the control of the Constructor (e.g. logistical reasons for supplies deliveries, new laws that are enforced by the Government, etc) OR because of reasons that are beyond the Constructor's control (e.g. fire, acts of God, vandalism, etc.), the Constructor will not have breached this Contract and the Completion Date will be rescheduled accordingly, at a date that is agreeable to both Parties. Consequently, the payment terms will be extended to the same degree to which the Completion Date has been rescheduled.

XI. Liability Waiver

If the Constructor or any of its employees/subcontractors or the like are subject to being injured due to the process of performing the Services as part of this Agreement, the Client is exempt from any liability for any of those injuries to the full extent allowed by the law, unless the injury is caused directly by the negligence of the Client.

XII. Disclaimer of Warranties

The Constructor warrants to complete and deliver the Services enlisted upon in this Contract as per the Client's specifications and requests. However, the Constructor does not guarantee, represent or warrant that the services will create any additional revenues, profits, sales, exposure, brand recognition or the like of the aforementioned. Moreover, the Constructor does not bear any responsibility to the Client if the Work Product does not lead to the Client's desired result(s).

XIII. Waiver

The failure by either of the Parties to exercise their rights, power and/or privileges under the terms of this Agreement will not be considered as a waiver of any subsequent/future/other exercises of that right, power and/or privileges.

XIV. Termination of Contract

The Contract may be terminated at any given moment by either the Client or the Constructor, under one of the following conditions:

- i. **The Constructor** has breached any of the terms agreed upon under this Agreement and fails to correct the breach within 14 (fourteen) days of notice
- ii. **The Constructor** fails to execute the Services in an acceptable manner and to the reasonable satisfaction of the Client.
- iii. **The Client** fails to make payments as per the Payment Terms agreed under Section IV, within 5 days of notice from the Constructor
- iv. **The Client** has breached any of the terms agreed upon under this Agreement and fails to correct the breach within 14 (fourteen) days of notice

The Agreement will automatically be considered terminated at the full completion date when both Parties complete their obligation.

XV. Legal Fees

In the case in which legal action takes place, the successful Party will be entitled to its legal fees, including but not limited to its attorneys' fees.

XVI. Severability

In an event where any provision of the Contract has been found to be void and/or unenforceable by a court of competent jurisdiction, the remaining provisions will remain enforceable according to the Parties' information.

XVII. Legal and Binding Agreement

The Contract is a legally binding agreement between both Parties, as stated above. The Parties each represent that they have the authority to enter into this Contract.

XVIII. Governing Law and Jurisdiction

The Parties agree that this Contract shall be governed and construed in accordance with the laws of _____.

XIX. Entire Agreement

This Contract contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof. This Contract supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. **In the event that the Parties desire to change, add, or modify any of the terms agreed upon in this Contract, they shall do so in writing to be signed by both parties.**

The Parties hereby agree to the terms and conditions set forth above in this Contract by their signatures, as follows:

CLIENT

Signature: _____

Name: _____

Date: _____

CONSTRUCTOR

Signature: _____

Name: _____

Date: _____