CONSTRUCTION CONTRACT

This Construction Contract (this "Agreement") is made on _____ between _____ (the "Owner"), whose mailing address for notices is _____, and _____ (the "Contractor"), whose business address is _____ and whose telephone number is _____. Contractor's license or registration number: _____.

1. THE PROPERTY AND THE WORK

The Work will be performed at _____ (the "Property"). Project (check one): [ ] new home or building [ ] home renovation or remodel [ ] addition [ ] repair or improvement [ ] commercial build-out [ ] other: _____.

Scope of Work: _____ _____ _____

Plans, drawings and specifications that are part of this Agreement: _____. Exclusions: _____. Work not described here is not part of the Work unless added by a Change Order.

2. LABOR AND MATERIALS

The Contractor will furnish all labor, supervision, tools and equipment, and (check one) [ ] all materials [ ] all materials except these, which the Owner will supply: _____. Materials the Contractor furnishes will be new and of good quality, and substitutions need the Owner's written approval.

3. CONTRACT PRICE AND PAYMENT

Price (check one): [ ] a fixed price of $_____ (the "Contract Price"), including labor, materials, equipment, permit fees the Contractor pays, debris removal and sales taxes [ ] the Cost of the Work plus a fee of _____ percent [ ] time and materials: labor at _____, materials at cost plus _____ percent. Estimate, if any: $_____. Maximum price, if any: $_____.

Deposit at signing: $_____. Payment schedule (fixed price): Payment 1, due when _____: $_____. Payment 2, due when _____: $_____. Payment 3, due when _____: $_____. Total: $_____. Each payment is due within _____ days after the stage of work it covers is complete and invoiced. Cost-plus and time-and-materials invoices are sent every _____ and paid within _____ days.

Retainage held until completion, if any: _____ percent. The last payment is not due until the Work is complete, including the punch list, the final inspections are passed, and the Contractor has delivered final lien waivers. The Owner may withhold only amounts disputed in good faith, with a written explanation.

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4. CHANGE ORDERS AND SCHEDULE

Any change to the Work, the price or the schedule must be in a written Change Order signed by both Parties before the changed work begins. The Owner does not have to pay for extra work not approved in a signed Change Order. Concealed conditions and hazardous materials are handled by Change Order.

Start date: _____. Substantial completion date: _____ (the "Completion Date"), extended for delays the Contractor could not reasonably control. Time is of the essence (check one): [ ] yes [ ] no, the date is a good-faith estimate. Daily delay damages, if any: $_____.

5. PERMITS, WORK AND SITE

Permits will be obtained and paid for by (check one): [ ] the Contractor [ ] the Owner. The Contractor will follow the applicable building codes, supervise the Work, perform it in a good and workmanlike manner, keep the required licenses, and repair any damage the Work causes.

The Owner will provide access, the existing electricity and water, prompt decisions, and what the Owner knows about the Property. Site rules: _____. Cleanup (check one): [ ] debris removed daily plus a final cleaning [ ] a final cleaning when the Work is complete.

6. INSURANCE, WARRANTY AND LIENS

The Contractor will carry commercial general liability insurance of at least $_____ per occurrence and workers' compensation insurance as the law requires, and will provide certificates on request. The Owner will keep property insurance on the Property (builder's risk insurance for a new building).

The Contractor warrants the Work against defects in workmanship and in materials the Contractor furnishes for _____ months after substantial completion, and will pass on manufacturers' warranties. The Contractor will pay subcontractors and suppliers, give conditional lien waivers with each payment and final lien waivers with the last one, and clear any lien for work already paid for within 30 days after notice. The Contractor indemnifies the Owner for injury or damage caused by the Contractor's negligence, to the extent the law allows.

7. TERMINATION, DISPUTES AND GENERAL TERMS

Either Party may end this Agreement if the other materially breaches it and does not cure within _____ days after written notice. The Owner may end it for convenience (check one): [ ] yes, paying for work done and non-returnable materials [ ] no.

Disputes (check one): [ ] negotiation, then court [ ] mediation, then court [ ] mediation, then binding arbitration. The winning Party recovers attorney fees (check one): [ ] yes [ ] no.

The Contractor is an independent contractor. This Agreement, with the documents it refers to and signed Change Orders, is the whole agreement and can be changed only in a signed writing. The law of the State of _____ governs. If any part is unenforceable, the rest stays in effect. It may be signed in counterparts and electronically. State notices attached to this Agreement, if any, are part of it: _____.

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Right to cancel: if federal or state law gives the Owner a right to cancel this Agreement (for example, because it is signed at the Owner's home), the Contractor will attach the required cancellation notice and Notice of Cancellation forms, and the Owner may cancel as they describe.

Additional terms: _____

SIGNATURES

Owner

Signature: _____ Date: _____

Printed Name: _____

Owner

Signature: _____ Date: _____

Printed Name: _____

Contractor (or authorized signer, with title)

Signature: _____ Date: _____

Printed Name: _____

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