



CONTRACT AGREEMENT

DATE: {\$date}

CONTRACTOR: {\$contractor_name}

OWNER: {\$owner_name}

PROJECT NAME: {\$project_name}

ADDRESS: {\$address_name}

SECTION 1. POSSIBILITY:

The Contractor agrees to furnish all labor, materials, equipment and other facilities required to complete the following work:

{\$labor}

{\$materials}

{\$equipment}

SECTION 2. BUDGET:

The Owner agrees to pay the Contractor for the strict performance of the work, the sum of \${{\$total_cost} subject to adjustments for changes in the work as may be agreed to by the Owner and the Contractor, as may be required under this Contract.

SECTION 3. ENTIRE CONTRACT

This contract speaks to the whole assertion between the Contractor and the Owner with respect to the work portrayed in Section 1 and overrides any earlier composed or oral understandings or portrayals concerning that work

SECTION 4. TIME

Time is of the essence of this agreement. The Contractor shall provide the Owner with a progress and completion schedule and shall conform to that schedule, including any changes to that schedule agreed to between the Owner and the Contractor or required by circumstances beyond Contractor's control.

The Proprietor agrees to pay the Temporary worker in month to month advance portions for all work wrapped up. Portions will be normal and payable inside thirty days of receipt. Last portion to the Temporary worker will be made inside forty – five (45) days after huge execution of the Agreement and settlement of the last receipt to Proprietor.

SECTION 5. DIFFERING SITE CONDITIONS

Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing of any:

- (1) Material that the contractor believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject Contractor to legal liability;
- (2) Subsurface or latent physical conditions at the work site differing from those indicated in the Contract; or
- (3) Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.
- (4) The Owner shall promptly investigate. If the Owner finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, the Owner shall cause a decrease or increase in the Contractor's cost of, or the time required for, performance of the affected part of the work by issuing a change order under the procedures described in the Contract.

SECTION 6. CHANGES IN WORK:

The work shall be subject to changes or additions, deletions or revisions by the Owner.

- (1) The Contractor will be notified by receipt of written additions and/or revised drawings, specifications, exhibits or written orders.
- (2) Whenever an adjustment in the Contract price or Contract time is required because of Owner's request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including lack of worksite access, weather, fires, floods, strikes, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the Owner within a reasonable time a detailed estimate, with supporting calculations, pricing and adjustments in the schedule of the change to the Contract price and the Contract time. Pricing of the adjustment shall be in general accordance with the pricing structure of this Contract. However, to the extent that such pricing is inapplicable, cost of the change or the amount of the adjustment shall be determined based on the cost to the Contractor plus reasonable amounts for overhead and profit.

The Contractor shall not be obligated to perform changes in the work or additional work until the Owner has approved, in writing, the changes to the Contract price and the Contract time.

SECTION 7. SUSPENSION OF WORK:

If any payment is not made to Contractor as required under this Contract.
Contractor may suspend work until such payment is made.

Contractor may also suspend work under this Contract if a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the work.

Contractor may request that Owner provide written proof of Owner's ability to pay Contractor for the work remaining to be performed by Contractor at any time prior to or during performance of this Contract. Failure of Owner to provide such proof shall be justification for Contractor's suspension of work under this Contract.

Any suspension of work under this Contract will also suspend the progress and completion dates set forth in Section 4.

SECTION 8. SCRUTINY:

The Temporary worker will make the work open at all sensible time for assessment by the Proprietor. The Temporary worker will review all material and hardware conveyed to the activity site by others to be utilized or consolidated in the Contractual worker's work.

SECTION 9. SITE ADMITTANCE AND PRIVILEGES:

The Proprietor will give, no later than the date when required by the Contractual worker, all vital access to the grounds whereupon the Work is to be performed, including helpful access to the terrains and some other grounds assigned in the Agreement Reports for use by the Temporary worker. Proprietor will keep on giving such access until finishing of the Agreement. Any inability to give such access will qualify the Temporary worker for an impartial change in the Agreement cost and the Agreement time.

SECTION 10. REPORTS AND INSPECTIONS:

Proprietor will outfit preceding the beginning of work all maps, reviews and reports portraying the physical qualities, soil, geographical and subsurface conditions, lawful confinements, utility areas and legitimate depictions that may help the Contractual worker in appropriately assessing the degree and character of the work required. The Proprietor will give all land overviews and baselines fundamental for the Contractual worker to find the foremost pieces of the Work and play out the Work.

SECTION 11. PERMITS, LICENSES AND REGULATIONS:

Consents and licenses of a brief sort essential for the indictment of the Work will be acquired and paid for by the Temporary worker. The Proprietor will help the Temporary worker in getting such allows and licenses. Grants, licenses and easements for perpetual structures or lasting changes in existing offices will be verified and paid for the Proprietor.

The Contractual worker will give all notification and agree to all laws, statutes, principles and guidelines bearing on the execution of the Work. On the off chance that the Temporary worker sees that illustrations, or other Contract records are at difference with such laws, laws, standards and guidelines, the Proprietor will quickly be informed and, if important, a modification set aside a few minutes or Contract cost.

SECTION 12. TERMINATION:

The Proprietor claims all authority to end the work for its benefit upon notice recorded as a hard copy to the Temporary worker. In such an occasion, the Contractual worker will be paid its genuine expenses for the part of the work performed to the date of end, and for the majority of Temporary worker's caused expenses of end, including retirement and any end charges by merchants and subcontractors, in addition to 20% of the majority of Temporary worker's real and acquired expenses for overhead and benefit.

SECTION 13. INDEMNIFICATION:

Contractor shall indemnify the owner against claims, demands, lawsuits and liabilities arising out of or connected to property damage or personal injury caused, or alleged to be caused, by Contractor or its subcontractors, suppliers, employees, agents or representatives. Contractor shall have no obligation to defend Owner except to the extent of the following coverage:

Casualty Insurance	Property Insurance	Waiver	Risk
a) Worker's Remuneration and Business' Obligation Protection; b) Commercial General Risk Protection, including inclusion for Contractual worker's claimed, employed and non-possessed cars.	Subcontractor will viably verify and ensure the work done here under and accept full accountability for the condition thereof until conclusive acknowledgment by Draftsman, Proprietor and Contractual worker. Subcontractor further consents to give such insurance as is important to ensure the work and the laborers of Temporary worker, Proprietor and different subcontractors from its activities.	Proprietor and Temporary worker defer all rights against one another and against every single other subcontractor and Proprietor for misfortune or harm to the degree repaid by any property or hardware protection material to the work, except for such rights as they may have to the returns of such protection. If any pertinent arrangements of protection require a support or assent of the insurance agency to accommodate proceeded with inclusion where there is a waiver of subrogation, the proprietors of such strategies will make them be so embraced or acquire such assent.	"All risk" Developer's Hazard protection is obtained by Proprietor and such protection gives property protection inclusion to both Temporary worker and subcontractors including misfortune or harm to Contractual worker's work. Proprietor postpones all privileges of recuperation against the Contractual worker for loss of utilization of the Proprietor's property, including significant misfortunes because of flame or different risks, anyway, caused.

SECTION 14. CLEARANCE:

Any debate or case emerging out of or identifying with this Agreement or its supposed break, which can't be settled by common assent ion, will be settled by intervention as per JAMS Guidelines as a result on the date of the Agreement, and judgment upon the honor rendered by the arbitrator(s) might be entered in any court having ward. The overall party in any activity or continuing to authorize this Agreement will recoup its sensible lawyer's charges and costs in that activity or continuing

SECTION 15. ASSURANCE:

The Temporary worker warrants to the Proprietor that all materials and gear outfitted under this Agreement will be new except if generally indicated and that all work under this understanding will be performed in a decent and workmanlike way, will be of good quality, free from deficiencies and abandons, and in conformance with Contract records.

SECTION 16. SPECIAL NECESSITIES. (including unit pricing, if applicable):

Temporary workers are required by law to be authorized and managed by the Contractual workers State Permit Board which has locale to examine objections against temporary workers if a grievance regarding a patent demonstration or exclusion is documented inside four (4) long periods of the date of the supposed infringement. A grievance regarding an inactive demonstration or exclusion relating to auxiliary deformities must be documented inside 10 years of the date of the supposed infringement.

{\${special_necessities}}

Dated: {\${date 1}} _____

Dated: {\${date 2}} _____

OWNER: _____

CONTRACTOR: _____

By: _____

By: _____

Name

Name

{owner_title}

{contractor_title}

Title

Title

{owner_street_address}

{contractor_street_address}

{owner_city_state_zip}

{contractor_city_state_zip}

Address

Address

{contractor_license_number}

Contractors License Number

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