

# Contractor Agreement

**This Agreement** made on \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
By and between \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, hereinafter called the Owner, and \_\_\_\_\_, of  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, hereinafter called the Contractor.

**It is agreed**, that the Owner and Contractor for the below considerations named are in accordance with the following:

## 1. Scope of Work

The Contractor shall furnish all materials listed below, furnish labor and otherwise perform all of the work shown on drawings and/or described in the specifications entitled Exhibit A, as attached and becomes a permanent part of contract.

## 2. Address of jobsite

The contract covers work to performed at the property of: \_\_\_\_\_ Owner  
Address of: \_\_\_\_\_, City of \_\_\_\_\_  
County of \_\_\_\_\_ State of \_\_\_\_\_ Zip Code \_\_\_\_\_

## 3. Time of completion

All work performed under this contract shall be commenced on or before \_\_\_\_\_, 20\_\_\_\_  
And shall be completed on or before \_\_\_\_\_, 20\_\_\_\_.  
Specify additional notes:

## 4. Description of project:

Include rooms:

Guidelines or codes to be followed:

Special patterns, trims or layouts involved:

## 5. Description of materials:

Include any furnished by Owner, with square feet of product if available:

Include any furnished by Contractor, with square feet of product if available and list material supplier next to each product:

## 6. The Contract Price:

The owner shall pay the Contractor for the material and labor to be performed under the contract as listed above the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), subject to additions and deductions pursuant to the authorized change orders.

## 7. General Provisions

Any alteration of deviation from the above or attached specifications, including but not limited to additional material or labor costs will be allowed only by written change order signed by both the Owner and Contractor. Any additional charges will be added automatically to the contract price.

Payments must be made per the agreed upon schedule. If payment fails to arrive by agreed upon schedule, Contractor shall have right to suspend work until such time payment arrives, then Contractor has a

reasonable time to reschedule work should Contractor have begun work on another project. Failure to make payment within \_\_\_\_\_ days of payment date shall constitute a breach of contract.

Contractor shall furnish upon payment appropriate Lien releases when requested by owner or upon payment if so stated in contract.

Contractor at own expense shall obtain all necessary permits as required by local codes and ordinances for the work to be performed.

Contractor shall not be liable for delays due to circumstances not within Contractors control such as labor strikes, casualty, unavailable material or acts of God.

Contractor warrants all workmanship and materials for a period of \_\_\_\_\_ months after completion.

Contractor shall complete all work in a clean and professional manner and in compliance with all applicable building codes.

Contractor shall furnish a detailed drawing or plan showing scope of work, materials used and fixtures to be installed, if so requested by Owner. Requested drawing shall become part of contract as Exhibit B.

To the extent required by law, all work shall be performed by individuals dully licensed, and authorized by law to perform such work. Contractor warrants it is adequately insured for injury to it's employees and others incurring loss or injury as a result of the acts of the Contractor or it's employees or subcontractors.

All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.

**8. Additional Notes:**

**9. Remedies:**

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have \_\_\_\_\_ days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**10. Entire Agreement:**

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**11. Severability:**

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**12. Amendment:**

This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**13. Governing Law:**

This Contract shall be construed in accordance with the laws of the State of \_\_\_\_\_.

**14. Notice:**

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**15. Assignment:**

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Name of Contractor

By, \_\_\_\_\_  
Signature

By, \_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
State Contractors License No.

**Make It Legal**

- The Contractor Agreement should be signed by authorized representatives of both parties and becomes effective as of the date specified in the Contract.
- It is advisable to sign two copies of the Contract so that each party will have a copy with original signatures.