

CONSTRUCTION CONTRACTOR AGREEMENT

1. Parties

This Construction Contractor Agreement is entered into by and between:

Contractor: _____ [Full legal name of the contractor], with principal business address at _____ [Full address of the contractor], phone: _____ [Phone number], email: _____ [Email address].

Owner/Client: _____ [Full legal name of the owner/client], residing at _____ [Full address of the owner/client], phone: _____ [Phone number], email: _____ [Email address].

The above parties may each be referred to as a “Party” and collectively as the “Parties.”

2. Project Description and Location

The Contractor agrees to perform construction services as described below:

_____ [Detailed description of the work to be performed, including project scope].

The construction work shall be carried out at the following location:

_____ [Full project site address].

3. Contract Price and Payment Terms

The Owner agrees to pay the Contractor the total amount of \$ _____ [Total agreed contract amount] for full performance under this Agreement.

Payment shall be made as follows:

- Initial deposit: \$ _____ [Amount] due on _____ [Date].
- Progress payments: \$ _____ [Amount or %] due upon completion of the following milestones: _____ [Describe milestones and dates].

- Final payment: \$ _____ [Amount or %] upon final inspection and acceptance of the work.

Late payments may incur interest at _____ [Specify interest rate]% per month.

4. Project Schedule

Work shall commence on _____ [Start date] and shall be substantially completed by _____ [Estimated completion date], unless delayed by conditions beyond Contractor's control.

The Contractor shall provide a detailed work schedule upon commencement.

5. Permits and Licenses

The Contractor affirms that they are licensed to perform the work described herein under applicable state or municipal regulations and shall obtain all necessary permits, licenses, and approvals required for lawful performance of the work.

6. Subcontractors

The Contractor may engage qualified subcontractors to perform portions of the work. All subcontractors must be licensed and insured, and remain under the Contractor's supervision and responsibility.

7. Insurance

The Contractor shall maintain general liability insurance in the minimum amount of \$ _____ [Specify coverage amount] and provide a Certificate of Insurance to the Owner upon request. If applicable, workers' compensation insurance shall also be maintained.

8. Inspection and Acceptance

The Owner shall have the right to inspect the work during construction and upon completion. Any work found to be defective or not in accordance with the specifications must be corrected by the Contractor at no additional cost.

9. Changes to Work

Any change to the work or contract price must be agreed to in writing and signed by both Parties. Unauthorized changes will not be compensated.

10. Termination

This Agreement may be terminated:

- By the Owner, with cause (e.g., failure to perform), upon _____ [Number] days' written notice.
- By either Party, without cause, upon _____ [Number] days' written notice. In such case, the Contractor shall be paid for all work completed up to the date of termination.

11. Dispute Resolution

Any dispute arising under this Agreement shall first be subject to good faith negotiation. If unresolved, the Parties agree to submit to:

- Mediation
- Arbitration
- Litigation in the courts of _____ [Specify jurisdiction, e.g., State of California]

12. Warranties

The Contractor warrants that all work performed shall be free from defects in workmanship and materials for a period of _____ [Number] months following final completion.

13. Force Majeure

Neither Party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, labor strikes, natural disasters, or government restrictions.

14. Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes any prior agreements, written or oral.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ [Specify state].

16. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Signed on _____ [Date]

[Signature of Owner]

_____ [Printed Name of Owner]

[Signature of Contractor]

_____ [Printed Name of Contractor]

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