

Construction Contractor Agreement

This indemnification agreement is entered into by and between _____
_____ (the "Client") and _____
_____ (the "Contractor"). It is agreed by the parties as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall supply all of the labor and materials to perform the following work for the Client as an independent contractor:

- q The attached plans and specifications are to be followed and are hereby made a part of this Agreement.

ARTICLE 2. TIME OF COMPLETION

The Contractor agrees to the following completion dates for portions of the work and final completion of the work:

Description of Work

Completion Date

ARTICLE 3. WORK STANDARDS

The contractor shall perform the work in a workman-like manner, according to standard industry practices, unless other standards or requirements are set forth in any attached plans and specifications.

ARTICLE 4. COMPENSATION

The Client shall pay the Contractor the sum of \$_____, in full payment for the work as set forth in this Agreement, to be paid as follows:

ARTICLE 5. GENERAL PROVISIONS

- 1. Any additional work or services shall be agreed to in writing, signed by both parties.**
- 2. The contractor shall obtain and maintain any licenses or permits necessary for the work to be performed. The Contractor shall obtain and maintain any required insurance including but not limited to workers' compensation insurance, to cover the Contractor's employees and agents.**
- 3. The Contractor shall be responsible for the payment of any sub-contractors and shall obtain lien releases from sub-contractors as may be necessary. The Contractor agrees to indemnify and hold harmless the Company from any claims or liability arising out of the work performed by the Contractor under this Agreement.**
- 4. Time is of the essence of this Agreement**
- 5. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.**
- 6. This agreement shall be governed by the laws of _____.**
- 7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.**
- 8. Contractor agrees to remove all debris and leave the premises in broom clean condition.**
- 9. In the event Client shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.**
- 10. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.**
- 11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.**
- 12. Contractor warrants all work for a period of _____ months following completion.**
- 13. If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.**

14. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.
15. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.

Client:

Contractor:

Signature

Date

Signature

Date

Title

Title