

## CONTRACT FOR SERVICES

Contractor Name: \_\_\_\_\_  
Contractor Address: \_\_\_\_\_  
Contractor Phone: \_\_\_\_\_  
Owner(s) Name: \_\_\_\_\_  
Owner Address: \_\_\_\_\_  
Phone/Fax/Cell: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Legal Description: \_\_\_\_\_

THIS CONTRACT is entered into between \_\_\_\_\_  
("Contractor") and \_\_\_\_\_ ("Subcontractor") on \_\_\_\_\_,  
200\_\_.

### Purposes

A. Contractor desires Subcontractor to perform certain construction services as more fully described below.

B. Subcontractor desires to perform such services in exchange for payment.

In consideration of the above, and the mutual promises and agreements contained in this Contract, the parties agree as follows:

### Agreement

1. Services to be performed. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Exclusions. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Time of Completion. It is anticipated that the services shall be completed by \_\_\_\_\_. Acts of God, war, back orders of supplies, changes in project scope by Owner or Contractor, the Contractor's delay in payment to Subcontractor, and other unpredictable events may extend this term.

4. Contract Price. Contractor shall pay Subcontractor for Subcontractor's services, subject to modification by change order as mutually agreed to by the parties based upon any of the following schedules:

G. Piece work: \$ \_\_\_\_\_ per \_\_\_\_\_ (for example, board, sheet, square foot) payable \_\_\_\_\_ (for example, daily, weekly, monthly, on the 1<sup>st</sup> and 15<sup>th</sup> of ea. mo.)

G . Percent completion:

____%	completion	____%	contract price
____%	completion	____%	contract price
____%	completion	____%	contract price
____%	completion	____%	contract price

G. Payment by dates:

\$ \_\_\_\_\_ (amount) by \_\_\_\_\_, 200\_\_  
 \$ \_\_\_\_\_ by \_\_\_\_\_, 200\_\_  
 \$ \_\_\_\_\_ by \_\_\_\_\_, 200\_\_  
 \$ \_\_\_\_\_ by \_\_\_\_\_, 200\_\_

Final payment shall be made upon completion of the services to be performed. In the event there are any repairs or punch list items needed to complete the services in a workmanlike manner, Contractor shall give Subcontractor the opportunity to perform such repairs or punch list work. In no event shall Contractor withhold payment from Subcontractor for repairs, punch list items or other amounts owed under this Contract unless mutually agreed to in writing by the parties. If payment is not made within the schedule provided, interest shall accrue at the rate of 12% per annum.

5. Change Orders. In the event Contractor wishes to change the scope of the services to be performed, the same shall be submitted by a written change order. Prior to commencing the changed services, Subcontractor shall submit a written proposal of the cost or credit to the contract price for such services, which shall be signed by Contractor. Subcontractor shall not be obligated to perform such changed services unless and until the change order is executed by the Contractor.

6. Insurance. Subcontractor G shall G shall not provide G general liability insurance Gworkers compensation insurance on the Project for the services or shall require the same from any subcontractor it retains for a portion of the services.

7. Subcontractor Obligations. Subcontractor G shall G shall not provide G materials G equipment used in or in connection with the performance of this Contract. Subcontractor G shall be G shall not be responsible for G clean-up G trash removal G snow removal for the services provided under this Contract.

8. Warranty.

G Limited Warranty. Subcontractor warrants its services for a period of \_\_\_\_\_  
**EXPRESSLY EXCEPTING** any damage which is caused by anyone other than Subcontractor  
or where equipment or other supplies are used for maintenance or repair which were not intended  
for such use.

G No warranty. There is no warranty, express or implied, for any of the services  
performed by Subcontract.

9. No other services. There are no other services to be performed by the Subcontractor other  
than those indicated in this Contract in order for Subcontractor to be paid.

10. Breach. In the event either party is required to retain the services of an attorney to enforce  
the provisions of this Contract, the non-complying party shall pay all reasonable costs of the  
enforcement of the Contract, including all out of pocket expenses, attorney's fees and costs of  
any enforcement action.

11. Governing Law, Venue. This Contract shall be governed by and construed according to the  
laws of Colorado. The parties agree that if there is a dispute under this contract, the exclusive  
venue for any action to resolve the dispute shall be the county in which the work was performed.

12. Severability. In the event any provision of this Contract is declared or found unenforceable,  
the remainder of the provisions of this Contract shall remain in full force and effect.

CONTRACTOR:

SUBCONTRACTOR:

By: \_\_\_\_\_ (name/title)

By: \_\_\_\_\_ (name/title)