

**34-Construction Contract:** Governs terms between a builder and client.

## Construction Contract

**Effective Date:** [Date]

**Between:**

**Owner:** [Owner's Full Name or Company Name], located at [Owner's Address].

**Contractor:** [Contractor's Full Name or Company Name], located at [Contractor's Address].

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### 1. Scope of Work

- **1.1 Description of Work:** The Contractor agrees to perform the following work ("Work") at the property located at [Property Address]:
  - [Detailed description of the construction work to be performed, including materials to be used, specific tasks, and any relevant plans or drawings.]
- **1.2 Plans and Specifications:** The Work shall be performed in accordance with the attached plans and specifications (Exhibit A), which are hereby incorporated into this Agreement.

### 2. Contract Price

- **2.1 Contract Price:** The Owner agrees to pay the Contractor a total sum of **[Amount] USD** (the "Contract Price") for the complete performance of the Work.
- **2.2 Payment Schedule:**
  - **a. Initial Payment:** [Amount] USD upon signing of this Agreement.
  - **b. Progress Payments:** [Amount] USD upon completion of [specific milestones].
  - **c. Final Payment:** [Amount] USD upon final completion and approval of the Work by the Owner.
- **2.3 Late Payments:** Any payments not made within [Number] days of the due date shall incur interest at [Interest Rate]% per annum.

### 3. Time for Performance

- **3.1 Start Date:** The Contractor shall commence the Work on or before [Start Date].
- **3.2 Completion Date:** The Work shall be substantially completed by [Completion Date].
- **3.3 Delays:** The Contractor shall not be held liable for delays caused by events beyond its control, including acts of nature, labor disputes, or unforeseen site conditions. In such cases, the completion date may be adjusted by mutual agreement.

### 4. Changes in the Work

- **4.1 Change Orders:** Any changes to the Work, whether in scope, materials, or design, shall be documented in a written change order signed by both the Owner and the Contractor. Change orders may result in adjustments to the Contract Price and the completion schedule.

## 5. Permits and Approvals

- **5.1 Permits:** The Contractor shall obtain all necessary permits and approvals for the Work, unless otherwise agreed in writing.
- **5.2 Compliance with Laws:** The Contractor agrees to comply with all applicable federal, state, and local laws, regulations, and building codes.

## 6. Site Conditions

- **6.1 Site Access:** The Owner agrees to provide the Contractor with access to the property to complete the Work.
- **6.2 Existing Conditions:** The Contractor shall not be responsible for any issues arising from hidden or unforeseen site conditions that could not have been reasonably detected prior to the start of the Work. Any additional work required to address such conditions shall be subject to a change order.

## 7. Warranties

- **7.1 Workmanship Warranty:** The Contractor warrants that the Work shall be performed in a good and workmanlike manner and shall be free from defects for a period of [Warranty Period, e.g., 1 year] from the date of substantial completion.
- **7.2 Materials Warranty:** The Contractor warrants that all materials supplied by the Contractor will be new and conform to the specifications provided in this Agreement.
- **7.3 Manufacturer's Warranty:** Any manufacturer's warranties on materials or equipment used in the Work shall be passed on to the Owner.

## 8. Insurance and Liability

- **8.1 Insurance:** The Contractor shall maintain general liability insurance and workers' compensation insurance during the term of this Agreement. The Owner may request proof of insurance at any time.
- **8.2 Indemnification:** The Contractor agrees to indemnify and hold harmless the Owner from any claims, damages, or liabilities arising out of the Contractor's performance of the Work, except to the extent caused by the Owner's negligence.

## 9. Termination

- **9.1 Termination by Owner:** The Owner may terminate this Agreement if the Contractor fails to perform the Work in accordance with the terms of this Agreement and fails to cure such breach within [Number] days after receiving written notice from the Owner.

- **9.2 Termination by Contractor:** The Contractor may terminate this Agreement if the Owner fails to make payments as required or otherwise breaches a material term of this Agreement and fails to cure such breach within [Number] days after receiving written notice from the Contractor.
- **9.3 Effect of Termination:** In the event of termination, the Contractor shall be entitled to payment for all work completed up to the date of termination.

## 10. Dispute Resolution

- **10.1 Mediation/Arbitration:** Any disputes arising under this Agreement shall first be submitted to mediation. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration in accordance with the rules of [Arbitration Organization] in [Jurisdiction].

## 11. Governing Law

- **11.1** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.

## 12. Notices

- **12.1** Any notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above, either personally, by certified mail, or by email to [Email Addresses].

## 13. Entire Agreement

- **13.1** This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

## 14. Amendments

- **14.1** Any amendments to this Agreement must be made in writing and signed by both parties.

## 15. Severability

- **15.1** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 16. Counterparts and Electronic Signatures

- **16.1** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- **16.2** Signatures transmitted electronically or by facsimile shall be deemed valid execution of this Agreement.

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**IN WITNESS WHEREOF**, the parties have executed this Construction Contract as of the Effective Date.

**Owner**

Signature: \_\_\_\_\_

Name: [Owner's Full Name]

Date: \_\_\_\_\_

**Contractor**

Signature: \_\_\_\_\_

Name: [Contractor's Full Name]

Date: \_\_\_\_\_

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**Disclaimer:** This template is provided for informational purposes only and does not constitute legal advice. Construction contracts can involve significant legal and financial obligations, and it is recommended to consult a qualified attorney to ensure that any agreement meets all legal requirements and addresses the specific needs of the project and parties involved.