

COMPANY NAME

CONTRACT# _____

This Contract made and effective on the _____ day of _____, 20____ In the City of _____ and the State _____ of between COMPANY NAME, hereinafter referred to as CONTRACTOR, and (NAME) _____ As Purchaser /_Owner for Work to be performed at: _____

It is mutually agreed as follows:

Contractor agrees to perform the following work on the property designated above: _____

The work is to be performed per contract addendum, "Design A" initialed by both parties. In the event there is a conflict between the work described above and the contract addendum, the provisions of the contract addendum shall prevail.

It is hereby agreed that work will begin by _____ and be substantially completed by _____.

PRICE & TERMS: Owner agrees to pay Contractor the sum of \$ _____ for the work described in paragraph 2 above. Payment shall be made as follows:

TOTAL CONTRACT SUM \$ _____ .00 (_____ dollars)
Down Payment (DUE UPON SIGNING OF CONTRACT)\$ _____
1st Progress Payment Due: _____ in the amount of \$ _____
2nd Progress Payment Due: _____ in the amount of \$ _____
3rd Progress Payment Due: _____ in the amount of \$ _____
Final BalanceDue upon job completion in the amount of \$ _____

Owner agrees that the event of cancellation of this contract by owner before work is started, shall constitute breach by owner and owner shall pay to contractor on demand twenty-five percent of the contract price as its stipulated damages for the breach. This shall not be construed as a penalty but as liquidated damages.

- 1. Owner agrees that in the event of payment default by Owner; the Contractor shall be entitled to interest on the unpaid balance at the rate of 1.5% per month. Should the Contractor have to turn collection on this contract over to an attorney or collection agency, customer shall pay Contractor's reasonable attorneys fees or collections fees.
2. Contractor shall not be liable for any failure of or delay in the procession, start, or completion of the work which shall be caused by the act or default of the Owner; unavailability of materials; adverse weather conditions; any unknown ground conditions such as rocks, etc; damage caused by fire, storm, earthquake, or other casualty or any form of act of God.
3. This contract carries a COMPANY NAME Limited Warranty for a (Determine period) following the date of this contract.
4. Local and county permits are the sole and full responsibility of the Owner. Contractor will render permit acquisition assistance, but does not assume liability for any permit issues that may arise; or resulting project delays and/or work stoppage(s), which issue remains the responsibility of Owner.
5. No alteration or amendments to this contract shall be valid unless agreed to in writing by both parties hereto. See also change order term #15.
6. All measurements are approximate and subject to minimal change in order to meet homeowners association, county building, or zoning code and/or construction requirements.
7. In the event of a dispute, the parties agree to submit the issue to final and binding arbitration in accordance with the rules of the American Arbitration Association. Both parties agree to comply with all decisions and rulings of the arbitration.
8. Owner acknowledges that during CONSTRUCTION of the work described herein, potentially dangerous or hazardous conditions may exist. The Owner and those using or occupying the Owner's household agree that they occupy the residence and property or make use of parts thereof at their own risk. The Owner shall indemnify and hold Contractor, its employees and subcontractors harmless for any loss or damage, both to persons or property, resulting from the construction in progress. During the construction process, the Owner their household members or guests, shall not take, disturb or alter any building materials, equipment, tools or supplies.
9. Contractor will not assume liability for damages to sidewalks, driveways, lawns, trees, shrubs, telephone and electric wires, buildings, sewage and cesspool systems or any other property and equipment in the delivery of materials to the Owner and installation of project on Owner's property. Owner hereby acknowledges that Contractor has advised Owner

of the possibility of such damages, and the Owner hereby agrees to release Contractor, its employees and subcontractors from liability. Owner agrees to indemnify and hold COMPANY NAME, and its employees and subcontractors harmless against all liability, loss and expense incurred as a result of such delivery(s) and installations. Owner agrees to assume all responsibility for such damages as may occur on the property where materials are to be delivered and installed.

10. In the event that contractor should encounter unforeseen site conditions on the premises which would substantially interfere with their ability to complete the work as planned, the owner agrees that an addendum / change order will be needed to complete the work. This includes but is not limited to un-compacted soil conditions at the footing depth, unsound framing, unsound shingles at the house, buried storage tanks, solid rock, trash pits, or high water table. This also includes concealed conditions such as damaged house structure, which must be repaired prior to new installation of deck.
11. Change Orders: If after contract agreement date and project has been detailed with material take off completed in house by Contractor the Owner desires to change the scope of work, such as adding steps, trellis, dimensional change, etc., the contract will be adjusted to add the change order fee of **X AMOUNT** plus a labor charge of **X AMOUNT** per man-hour plus material costs as set forth in the change order. No Change Order will be effective unless and until the Owner signs a Change Order Form.
12. In the event that a delay caused by Owner forces Contractor to demobilize from the worksite, Owner hereby consents to extend the time of completion for a reasonable period of time, taking into account other contractual obligations of Contractor. In no event shall such extension go beyond 60 day after demobilization.
13. This contract will serve as the final invoice for the TOTAL CONTRACT SUM; no other invoice will be generated with the exception of Addendums or Change Orders generated prior to or during construction.
14. The WARRANTY (See warranty attachment) will be issued to the purchaser after payment of the TOTAL CONTRACT and Change Order sums have been made. This warranty is non-transferrable unless otherwise indicated.
15. Contractor is not responsible for the removal or disposal of soil excavated while performing the work unless otherwise specified
16. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.
17. YOUR SIGNATURE BELOW IS ACCEPTANCE OF THIS CONTRACT AGREEMENT AS DETAILED IN ABOVE TERMS. THE PRICES, SPECIFICATIONS, AND CONDITIONS AS DESCRIBED IN THE ABOVE TERMS OF THIS CONTRACT ARE HEREBY ACCEPTED.

We, the undersigned Owner's hereby acknowledge that we have read and received a copy of this Contract.

Dated: _____

COMPANY NAME

(Authorized Agent)

(Lic. #)

(Owner)

(Authorized Agent or Contractor)

(Owner)