

# Construction Contract

Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Contractor [Legal Name] (AKA, "Contractor")

Of [Legal Entity]

Located at [Address]  
[City], [State] [Zip Code]

&

Owner [Legal Name] (AKA, "The Owner")

Located at [Address]  
[City], [Province] [Postal Code]

The owner hereby employs the Contractor to do all the work and provide all the materials, tools, machinery and supervision necessary for the construction of the following construction work project:

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At the following location:

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For the following amount: \$ \_\_\_\_\_

With a project due date of: \_\_\_\_/\_\_\_\_/\_\_\_\_

All in accordance with the drawings, and specifications that are attached to this construction contract and expressly incorporated herein by reference and made part of this contract.

The Contractor shall commence work to be performed on: \_\_\_\_/\_\_\_\_/\_\_\_\_

The Contractor shall carry liability insurance for the amount of: \$\_\_\_\_\_

Injury to or death of one person in the amount of: \$\_\_\_\_\_

Injury or death suffered in one accident in the amount of: \$\_\_\_\_\_

Property damage and Workman's Compensation Insurance: \$\_\_\_\_\_

The Contractor shall provide the Owner with proof of such insurance before work on the above described project commences.

The Contractor hereby agrees to defend, indemnify and hold the owner harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's negligence in the performance of the construction Contract. Furthermore, each contractor and sub-contractor is acting in the capacity of an Independent Contractor with respect to the Owner. The contractor also hereby agrees to protect, defend and indemnify the Owner from any claims by the following: laborers, subcontractors for unpaid work or labor performed or materials supplied in connection with this Construction Contract.

The Contractor hereby agrees not to assign this Construction Contract to any party without written consent from the above listed Owner.

The Contractor hereby agrees not to make any changes in the schedule of the above listed work order, design, or of the specifications that are written out by the Owner.

The Contractor shall remedy any defect in the final product due to faulty material or workmanship and also pay for any damage to other work that may result from any defect that shall appear within one year from the final payment date. Also, the Contractor will furnish the Owner with all manufacturer's and supplier's written guarantees and warranties that cover materials and equipment that are furnished by this Construction Contract.

The Contractor hereby agrees to keep the premises clean and orderly and to remove all debris as needed during the hours of work and to maintain work conditions that do not cause health or safety hazards.

The Owner will permit the Contractor to use at no cost all power that is necessary to carry out the completion of all work as described in this Construction Contract.

THE OWNER AND CONTRACTOR HAVE EXECUTED THIS CONTRACT ON THE DATE THAT IS WRITTEN ABOVE.

Contractor: \_\_\_\_\_

Owner: \_\_\_\_\_

Treasurer / Secretary: \_\_\_\_\_