

CONSTRUCTION CONTRACT

AGREEMENT by and between COMPANY, ADDRESS, hereinafter referred to as the "Contractor" and PROPERTY OWNER, residing at ADDRESS, hereinafter referred to as the "Owner."

1. The Contractor agrees to furnish all supervision, tools, equipment, labor and materials necessary to construct a building at ADDRESS, to be known as BUSINESS NAME.

2. The Contractor agrees to perform said construction in a workmanlike manner and in accordance with the #___ pages of blueprints dated _____, prepared by _____, Architect. LIST ANY EXCEPTIONS, ANY REVISIONS.

3. The Contract will also provide a paved driveway and parking in front of the building and will seed side and rear of building.

4. The Owner shall be responsible for all appliances, equipments, and furnishings for the BUSINESS NAME. The Owner shall also be responsible for the finished walls, electrical and plumbing for the building.

5. The Owner agrees to pay the sum of \$ _____, payable as follows: \$ _____ upon signing of this Contract, \$ _____ when the foundation is complete and prior to the start of the exterior construction, \$ _____ at completion of the exterior building, and \$ _____ when the Certificate of Occupancy is issued by the municipality.

6. The Owner warrants that she owns the property that the building will be on.

7. The parties agree that all building permits and any other permits required have been granted.

8. The Contractor shall not be responsible for claims arising out of improper placement or positioning of boundary stakes or house stakes, nor for damage to existing walks, driveways, cesspools, septic tanks, sewer lines, arches, shrubs, lawns, trees, telephone and electric lines, and other property, incurred in performance of the work or delivery of materials for construction.

9. The Contractor shall not be responsible for damages to persons or property occasioned by the Owner or by the Owner's agents, third parties, acts of God or other causes beyond Contractor's control. The Owner shall hold the Contractor completely harmless from and shall indemnify the Contractor for, all costs, damages, losses and expenses, including judgments and attorney fees, resulting from claims arising from causes mentioned in this paragraph.

10. The Owner shall not have possession of the building until such time as all payments or other obligations required of the Owner, as set forth in this Agreement, have been fully paid or performed by the Owner. If possession of the building is taken by the Owner before the above

obligations are met, without the written consent of the Contractor, it shall be considered as acceptance of the structure by the Owner, as complete and satisfactory.

11. The Contractor will maintain all insurances required by law, including necessary workers' compensation insurance and other employee benefit laws. The Contractor will also maintain builder's risk insurance.

12. The Contractor will supervise and direct the work efficiently and with its best skill and attention. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will be responsible to see that the finished work complies accurately with the blueprints and any revisions.

13. The Owner shall be responsible for obtaining hazard insurance and any other insurance to protect its interest in the property.

14. Without invalidating this Agreement, the Owner may, at any time, order additions, deletions or any other revisions to the work. These changes will only be done by the Contractor upon a Change Order signed by the Owner. The Change Order will require the Owner to pay any extra cost incurred in complying with the Change Order pursuant to the payment schedule set forth therein.

15. The parties acknowledge that the completion date is to be on or about _____.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 20____.

Contractor

Owner