

## Construction Contract

This agreement made this \_(1)\_ day of \_\_\_\_ (2) \_\_\_\_\_, 19\_\_ (3) \_\_, by and between \_\_\_\_\_ (4) \_\_\_\_\_, of \_\_\_\_\_ (5) \_\_\_\_\_, herein referred to as "owner", and \_\_\_\_\_ (6) \_\_\_\_\_, of \_\_\_\_\_ (7) \_\_\_\_\_, herein referred to as "contractor". Owner and contractor in consideration of the mutual covenants hereinafter set forth agree as follows:

### SECTION ONE STRUCTURE AND SITE

Contractor shall furnish all labor and materials necessary to construct a \_\_\_\_ (8) \_\_\_\_\_, upon the following described property, which owner warrants he owns, free and clear of liens and encumbrances: \_\_\_\_\_ (9) \_\_\_\_\_.

### SECTION TWO PLANS

Contractor shall construct the structure in conformance with the plans, specifications, and breakdown and binder receipt signed by contractor and owner, and will do so in a workmanlike manner. Contractor is not responsible for furnishing any improvements other than the structure, such as landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically stated in the breakdown.

### SECTION THREE PAYMENT

Owner shall pay contractor the sum of \_\_\_\_ (10) \_\_\_\_ Dollars (\$ \_\_\_\_\_) in installments as set forth in the escrow instructions or the primary lender's schedule (whichever is applicable) signed by owner. In the event any installment is not paid when due, contractor may stop work until payment is made and for five (5) days thereafter. In the event any installment is not paid within ten (10) days after it is due, contractor may take such action as may be necessary, including legal proceedings, to enforce its rights here under.

### SECTION FOUR PREPARATION

Prior to the start of construction, owner shall provide a clear, accessible building site, properly excavated and correctly zoned for the structure, and shall identify the boundaries of owner's property by stakes at all corners. Owner shall maintain such stakes in proper position throughout construction. In the event contractor cannot obtain a building permit

within thirty (30) days of the date of this agreement, contractor may declare the agreement of no further force or effect.

#### SECTION FIVE UTILITIES

Prior to the start of construction, and at all times during construction, owner shall provide and maintain, at owner's sole expense, an all weather roadway to the building site, and water and electrical service, including 220 amp outlet. Owner shall, at owner's expense, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the structure upon acceptable cover inspection and prior to wall covering. Owner shall, at owner's expense, connect sewage disposal and water lines to the structure within fifteen (15) days after the rough plumbing is complete.

#### SECTION SIX RESPONSIBILITY

Contractor shall not be responsible for claims arising out of improper placement or positioning of boundary stakes or house stakes; nor shall contractor be responsible for damages to persons or property occasioned by owner or his agents, third parties, acts of God or other causes beyond contractor's control. Owner shall hold contractor completely harmless from, and shall indemnify contractor for, all costs, damages, losses, and expenses, including judgments and attorneys fees, resulting from claims arising from causes enumerated in this paragraph.

#### SECTION SEVEN POSSESSION

Owner shall not have possession of the structure until such time as all payments or other obligations required to them as set forth in this agreement have been fully paid or performed by them. If possession of structure is taken by owner before the above obligations are met, without the written consent of contractor, it shall be considered as acceptance of the structure, by the owner, as complete and satisfactory.

#### SECTION EIGHT GENERAL PROVISIONS

Owner agrees to promptly complete the necessary requirements to obtain financing and to prepare the site for construction. There are no understandings or agreements between contractor and owner other than those set forth in this agreement and in the documents referred to in Sections Two and Three. No other statement, representation or promise has been made to induce either party to enter into this agreement. This agreement and the documents referred to in Sections Two and Three may not be modified or amended except by written agreement of the parties. In witness whereof, the parties have executed this agreement the day and year first written above.

Witnesses

\_\_\_\_\_ (11) \_\_\_\_\_

Owner

\_\_\_\_\_ (12) \_\_\_\_\_

Contractor

\_\_\_\_\_ (13) \_\_\_\_\_