|  |  |
| --- | --- |
| State of California |  |
| **CONSTRUCTION CONTRACT AGREEMENT** | |

This Construction Contract Agreement (this “Agreement”) is made as of the «StartDate» by and between «ClientName», an individual located at **«ClientAddress»**  (“Owner”) and «ContractorName»,an individual located at ***«ContractorAddress»*** ("Contractor"). Owner and Contractor may each be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

The Parties agree as follows:

**1. Description of Work.**Contractor shall perform the following described work at **«EmployerAddress»** (the "Property"), in accordance with (“Owner”) contract plans and specifications, this Agreement and any Change Order, as defined herein, (collectively, the "Contract Documents") The following will describe the detail of the work:

**Includes The Following**: «JobDescription»

**2. Contract Price and Payments.**Owner agrees to pay Contractor the total amount of «TotalJobPrice» (the “Contract Price”). Payment of this amount is subject to additions or deductions in accordance with any mutually agreed to changes and/or modifications in the Work. Payment will be done in: «PaymentType»

**3. Certificate of Completion.** Work under this Agreement shall begin on . Upon completion of the Work, the Contractor shall notify (“Owner”) that the Work is complete and ready for acceptance and (“Owner”) shall make the final payment within zero (0.0) days after final inspection.

**4. Materials and Labor.**The (“Owner”) shall provide and pay for all. The total net cost:

. The contractor may substitute materials only with the prior written approval of the Owner. The following materials will not be included in the Contract Price and are the sole responsibility of the Owner and will not be covered under warranty by Contractor:

- Any additional item(s)

**5. Supervision of Construction.** The contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. The contractor shall provide competent and suitable personnel to perform the (“Work”) and shall at all times maintain good discipline and order at the Property. The contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. The contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees. The Parties recognize and agree that, in consideration for payment of the contract price, the owner disclaims all liability and in no event will be liable for any acts, negligence, and omissions of (“Contractor”) its employees, its subcontractors, and any agents and employees thereof, including without limitation, any legal or financial responsibility arising from such act negligence, or omissions. Contractor further covenants not to pursue legal action against the Owner for Any action not arising from the Contract to the fullest extent under applicable law.

**6. Warranty.** Contractor warrants that the Work shall be in accordance with the Contract Documents and free from material structural defects. The contractor shall redo or repair any Work not in accordance with the Contract Documents or any defects caused by faulty materials, equipment, or workmanship for a period of eight («ContractorWarranty») year(s) from the date of completion of the Work.

**7. Inspection.**Owner shall have a right to inspect the Work at any time and request that Contractor promptly corrects any Work that is defective or does not conform to the Contract Documents.

**8. Right to Stop Work.** If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, Owner shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated.

**9. Extension of Time.**The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond Contractor’s control or which justify the delay.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Owner**Signature |  | **Owner** Full Name |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Contractor** Signature |  | **Contractor**Full Name |