

Construction Contract

A contract for building, renovation or repair work between an owner and a contractor. Template v1.0.

Date of this contract: _____

Contractor: _____

Contractor licence number, if any: _____

Owner: _____

1. Site and work

Job site (the Site):

The Contractor will do this work, with the labour and materials it needs (the Work):

Any plans, drawings or quotes that both parties sign or initial form part of this contract. If they conflict with this contract, this contract applies.

2. Schedule

Start date: _____

Completion date: _____

The Contractor works with reasonable care and speed to finish the Work by the completion date. The completion date moves by a reasonable time for delays the Contractor cannot control, such as severe weather, changes the Owner asks for, late payments, permit delays or hidden conditions at the Site. The Contractor tells the Owner promptly in writing about any delay and its likely length.

3. Price and payments

Contract price: _____

Payment schedule:

The contract price covers everything the Work needs unless this contract says otherwise. The Owner pays each amount within 7 days after it falls due under the schedule. If a payment is late, the Contractor may pause the Work after giving 7 days' written notice, until it is paid.

4. Changes

No change to the Work, the price or the schedule is valid unless both parties sign a written change order first. Each change order states the change in the work, the change in price and the effect on the schedule.

5. Permits and codes

The Contractor gets the permits and inspections the Work needs, unless the parties agree in writing that the Owner will, and does the Work to the building codes and laws that apply. Permit fees are included in the contract price unless the description of the Work says otherwise.

6. Materials and clean up

Materials are new and of good quality unless the description of the Work says otherwise. The Contractor keeps the Site reasonably tidy and safe, removes its waste regularly and leaves the Site clean when the Work is finished.

7. Insurance

The Contractor carries general liability insurance and the workers compensation cover the law requires for the whole job, and gives the Owner proof on request. The Owner keeps the property insured as usual and tells its insurer about the Work if the policy requires it.

8. Warranty

Warranty period: _____

The Contractor warrants that the Work is done in a good and workmanlike way and is free of defects in workmanship for the warranty period. The Contractor fixes any such defect at its own cost after the Owner gives written notice within that period. Manufacturer warranties on materials and equipment pass to the Owner. This warranty does not cover misuse, neglect or normal wear and tear, and it does not limit any warranty the law gives the Owner.

9. Subcontractors and suppliers

The Contractor may use subcontractors and stays responsible for their work. The Contractor pays its subcontractors, workers and suppliers on time for the Work. On request, and where the law provides for them, the Contractor gives the Owner lien waivers or releases for the amounts the Owner has paid.

10. Disputes

If a dispute arises, the parties first meet and try in good faith to settle it. If they cannot settle it within 30 days, they try mediation with a mediator they agree on, and share its cost equally, before going to court or arbitration. Either party may still seek urgent relief or protect a lien right within the time the law sets.

11. Ending the contract

Either party may end this contract by written notice if the other breaks a material term and does not fix it within 10 days after written notice. If the contract ends, the Owner pays for the Work done and the materials delivered up to that date, and the Contractor leaves the Site safe and clean.

12. Governing law

This contract is governed by the laws of:

13. Whole agreement

This contract, with the documents named in section 1 and any signed change orders, is the whole agreement about the Work. A change is valid only in writing signed by both parties. If a term cannot be enforced, the rest of the contract still applies.

Owner

Signature

Name

Date

Title

Contractor

Signature

Name

Date

Title