

## CONTRACTOR/OWNER AGREEMENT

This agreement is hereby entered into this date, \_\_\_\_\_, between \_\_\_\_\_ hereafter called OWNER, and \_\_\_\_\_, hereafter called CONTRACTOR.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The CONTRACTOR agrees to provide all of the material and labor required to perform the following work:

Address:

2. The OWNER hereby agrees to pay the CONTRACTOR, for the aforesaid materials and labor, the sum of \$ \_\_\_\_\_, in the following manner:
3. The CONTRACTOR agrees that the various portions of the above-described work shall begin on or before the following date:

and the entire above-described work shall be completed no later than:

4. In the prosecution of the work, the CONTRACTOR shall contract or employ a sufficient number of workers skilled in their trades to suitably perform the work.
5. All changes and deviations in the work ordered by the OWNER must be in writing, the contract sum being increased or decreased accordingly by the CONTRACTOR. Any claims for increases in the cost of the work must be presented by the CONTRACTOR to the OWNER in writing, and written approval of the OWNER shall be obtained by the CONTRACTOR before proceeding with the ordered change or revision. All changes must be documented and approved on a change order document.
6. The OWNER, Owner's representative and public authorities shall at all times have access to the work.
7. The CONTRACTOR agrees to re-execute any work, which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting from faulty materials or workmanship, which shall become evident during a period of one year after completion of the work.
8. The OWNER agrees to maintain full insurance on the above-described work during the progress of the work, in OWNER'S name.
9. In the event, the CONTRACTOR is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by

neglect of the OWNER; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

10. The CONTRACTOR agrees to obtain insurance to protect CONTRACTOR against claims for property damage, bodily injury or death due to CONTRACTOR'S performance of this agreement.

11. Additional Conditions:

A. Contractor is deemed to know all of the requirements of the applicable building code for his work at the site and Contractor's bid price is deemed to include all work and materials required in order to comply with all applicable building codes. shall secure and pay for all permits, fees, and licenses necessary for the execution of the work segment.

B. Contractor is responsible to carefully examine the site as well as any plans, specifications, quality standards, checklists, and selection sheets in order to be fully informed as to the existing conditions and scope of work for the job in question.

C. Contractor is required to cooperate fully with the contractor and other subcontractors on the job and during the scheduling process to maximize efficiencies.

D. Contractor shall comply with Federal, State and local tax laws, social security acts, unemployment compensation acts and workmen's compensation acts insofar as applicable to the performance of this subcontract.

E. Contractor will perform in a good and workmanlike manner in accordance with plans and specification. Work must pass all applicable inspections (federal, state, and local) and meet all national and local building code requirements.

F. Written estimates shall set forth all work to be performed and the total contract price. All work, terms, covenants, and conditions specified on the estimates(s) are to be included in the contract price. No extras or changes will be paid if not previously approved and written on a change order as stated above.

G. Once the Contractor has started work on any job, if job sits idle with no activity for a 72-hour period without notice, the Owner may, at their option, have work completed by others and the expense shall be deducted from the amount owed to the Contractor or back charged to the Contractor, unless the Contractor gets approval from Owner. The Owner may also, at their option, charge the Contractor per day for each day the job sits idle with no activity. This amount will be deducted from any monies owed the Contractor.

H. After the Contractor completes his work, he will be responsible for inspecting his work and that of his employees, completing the quality checklist where applicable, and correcting any deficiencies before requesting payment. The Owner will not approve invoice for payment until this inspection and completion of all items has been performed. 100% payment for 100% Work!

I. Contractor is to leave premises broom clean (house to be broom swept) at the end of each day and all excess material neatly stacked.

J. The Owner agrees to pay all of his bills when due for materials and labor used on the

Contractor's jobs. The Owner agrees to keep such jobs free and clear of mechanics' claims or liens due to his nonpayment of any his suppliers or vendors used on the said project. The Owner may, at his option, make any checks payable jointly to the Contractor and any one or more of his suppliers or workers.

13. Neither the OWNER nor CONTRACTOR shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the CONTRACTOR assign any sums due, or to become due, to the OWNER under the provisions of this agreement.
14. This agreement shall be interpreted under laws of the State of Virginia.
15. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year written above.

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OWNER SIGNATURE

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CONTRACTOR SIGNATURE      Contractor Name: