

Sample Contract for Construction Projects **Not** Exceeding \$10,000.  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

\_\_\_\_\_, hereinafter referred to as  
Owner, agrees to pay \_\_\_\_\_, hereinafter  
referred to as Contractor, the sum of \_\_\_\_\_ dollars, for the following  
work:

Partial payment requests will be considered based on a maximum of 90% of materials on the job or in place and labor already accomplished.

The work shall be completed by \_\_\_\_\_, and the contractor shall complete Exhibit A, attached to this policy, and provide the following warranties or other documents prior to payment:

The contractor shall begin the work within seven (7) days of the date of this contract unless other provisions have been made. He/she shall carry the work forward expeditiously with adequate, qualified workers and shall achieve substantial completion within the contract time.

Neither the final certificate of payment, nor any provisions in the contract, nor partial or entire use of the project by the Owner shall constitute an acceptance thereof if not in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or faulty workmanship/materials within a period of one year.

The contractor shall indemnify and hold harmless the owner, its agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the work, which is caused in whole or in part by the negligent act or omission of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by the owner or by one of the owner's employees or agents. In case any action is brought therefore against the owner or any of its agents, employees, or subcontractors, the contractor shall assume full responsibility for the defense thereof; upon contractor's failure to do so on proper notice, the owner reserves the right to defend such action and to charge all costs thereof to the contractor. The carrying of the insurance required herein shall not relieve

contractor of the duty of indemnity in the event that such insurance shall be inadequate, for any reason, to protect Owner in full.

The contractor shall at all times carry the following insurance coverage:

1. Worker's Compensation Insurance on all his/her employees; he/she will also require all Subcontractors to carry Worker's Compensation on all their employees as required by law. Contractor will indemnify the owner against any claims made by any employees, subcontractors, or anyone employed directly or indirectly by any of them. This indemnification is not limited to compensation paid under any Worker's Compensation Policy.
2. Public liability insurance, in an amount of not less than \$1,000,000 per occurrence and name the parish and Diocese of Crookston as additional insured. Such insurance shall include any and all Subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Said public liability insurance shall include claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees, claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or by any other person, and claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
3. Automobile liability insurance, covering any and all kinds of motor vehicles, in an amount of not less than \$1,000,000 per occurrence. Such insurance shall include any and all claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance, or use of a motor vehicle.

Each of the above listed policies will contain a requirement that, in the event of change or cancellation, thirty (30) days prior written notice will be sent by mail to the owner. In addition, each policy will contain a provision waiving any right of subrogation against the owner that might arise by reasons of any payment under the policies.

The contractor will present a list of all the subcontractors prior to beginning construction. At the conclusion of the job, the contractor will provide lien waivers from his/her company and from each of the subcontractors. If any subcontractor refuses to sign the lien waiver, then the contractor will provide any invoice from the subcontractor. This invoice must show that it is the total balance owed on the job and be signed by both the contractor and subcontractor. The owner will then issue a check payable jointly to the contractor and subcontractor and deduct the amount from the balance owed to the contractor.

The contractor shall be responsible for initiating, maintaining, planning and supervising all safety precautions and programs in connection with the work. The contractor shall secure and pay for all building permits and all other permits, governmental fees, licenses and inspections necessary for the proper completion of the work.

The contractor will not discriminate against any employee, applicant for employment, or subcontractor because of race, creed, color, sex, handicap, or national origin.

If the contractor is adjudged bankrupt, or if he/she makes a general assignment for the benefit of his/her creditors, or if a receiver is appointed on account of his/her insolvency, or if he/she persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he/she fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the owner may, without prejudice to any right or remedy, and after giving the contractor and his/her surety, if any, seven days' written notice, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the contractor and may finish the work whatever method he/she may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the work is completed.

If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for additional professional services made necessary thereby, such excess shall be paid to the contractor. If such costs exceed the unpaid balance, the contractor shall pay the difference to the owner.

MISCELLANEOUS PROVISIONS

Owner:

Contractor:

By \_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_