



# CONSTRUCTION CONTRACT

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# CONSTRUCTION CONTRACT

## I. PARTIES OF THE AGREEMENT

This Construction Agreement (the "**Agreement**") has been signed between \_\_\_\_\_ (hereinafter shall be referred as the "**Contractor**") residing at \_\_\_\_\_ and \_\_\_\_\_ (hereinafter shall be referred as the "**Client**") residing at \_\_\_\_\_ on \_\_\_\_\_ under the terms and conditions stated below.

Contractor and Client shall be hereinafter referred individually as "**Party**", jointly as "**Parties**".

## II. SUBJECT OF THE AGREEMENT

The subject of this Contract is the terms of construction of the \_\_\_\_\_, resides in \_\_\_\_\_.

Within the scope of this Contract, the construction covers the following issues;

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## III. TERM OF CONTRACT

This Agreement shall enter into force upon the signature of the Parties ("**effective date**"). The term of this Contract is \_\_\_\_\_. This term can only be extended with the written consent of both Parties involved.

This Agreement has been concluded to supersede all kinds of verbal and written proposals, offers and acceptances and all other commercial correspondences, if any.

#### IV. START DATE AND COMPLETION DATE

The above-mentioned construction work will start on \_\_\_\_\_. Contractor is responsible to obtain all necessary permits and licenses to start the construction.

The construction works to be carried out under the Contract will be completed on \_\_\_\_\_ at the latest and the immovable will be delivered to the Client.

#### V. PRICING AND PAYMENTS

The Client shall pay the Contractor a total amount of \_\_\_\_\_ for the completion of the construction work. \_\_\_\_\_ % the total amount shall be paid as deposit. Balance amount shall be paid in accordance with the chart below;

Amount	Due Date

Payments shall be made by \_\_\_\_\_, at the latest until the end of the working day of the specified day above.

#### VI. CONSEQUENCES OF FAILURE TO PAY

If the Client does not make the required payment on time, the Contractor may immediately suspend the construction and notify the suspension to the Client. If the Client does not pay within \_\_\_\_\_ days, the Contractor may terminate the contract immediately, or complete the work and demand the balance due from the Client.

In any case, the Client is obliged to pay the price of the work performed.

## VII. PERMITS AND LICENSES

Permits, licenses and required certificates to be obtained from local administrations and all kinds of public institutions for the construction shall be taken by the Contractor.

If an extra cost is required to obtain these permits and licenses, this cost is borne by the Client. The required cost is notified to the Client by the Contractor. The Contractor will not be liable if the payment is not made within the required time.

## VII. LABOR AND CONSTRUCTION MATERIAL

The Contractor is an independent contractor, and the Contractor's employees or personnel shall not be deemed as the Client's employees. The Contractor is solely responsible for all costs and expenses of its employees including but not limited to salaries, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

The Contractor is also solely responsible for all the construction material expenses and operating expenses.

## VIII. OTHER RESPONSIBILITIES OF THE CONTRACTOR

- The Contractor shall be responsible for supervising, managing and completing all construction services under this Contract.
- The Contractor shall be responsible for keeping all record of documents in a safe place. The contractor should store these documents in safe storage as it will be presented to the owner once work has been completed.
- The Contractor shall be responsible for taking all precautions for the safety of its employees and the public at the property. The contractor must take full responsibility for the acts or negligence of its employees. The contractor is also responsible for training its employees about the Occupational Safety and Health Regulation to give knowledge on how to handle emergencies and accidents in the workplace.

- The Contractor should give a guarantee to the Client that all work will be in accordance with the Construction Documents. Any issues caused by defective materials or equipment for a period of ten years, the contractor shall redo or repair it.
- The Contractor shall provide skilled and competent staff suitable to do the work and should maintain discipline and order at the Property.
- The Contractor shall be responsible for maintaining the Property clean and keeping it free from waste and hazardous materials. If hazardous materials or substances were noticed in the Property such as dangerous chemicals, contaminants or any toxic substances, the Contractor shall be responsible for notifying the Owner immediately. The contractor is also responsible for training their employees about handling hazardous materials and substances in a correct and safe manner. Any sickness, damages, loss of employees that was caused by these hazardous materials shall be handled by the Contractor.

## IX. INSURANCE

The Contractor shall be responsible for purchasing and maintaining an appropriate insurance policy for the construction. The Client agrees to maintain insurance covering the replacement cost in the event of loss through fire, casualty, an act of nature, and theft.

## X. TERMINATION

This Contract can be terminated by either party if the Contractor or the Client breaches any of the obligations specified in this Agreement. A written notification identifying the breach should be issued by the Contractor or the Client.

As defined in Article IV of this Contract, if the Client does not pay the required amount on time, the Contractor may immediately terminate the Contract or may complete the construction and claim compensation.

## XI. AMENDMENT

No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the Contractor and the Client.

## XII. ASSIGNMENT

This Agreement shall be assignable by Contractor. Client acknowledges that from time to time, Contractor may enlist a subcontractor to perform some of the services provided to Client. In the event services to be performed as outlined in this Agreement are subcontracted to a third party, the third party shall accept responsibility for the performance of such activities. Contractor will cease to bear any responsibility related to the performance of subcontracted services; however the Contractor will act as liaison between the subcontractor and Client, to monitor the performance of services to be provided by any third party.

## XIII. GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of \_\_\_\_\_ and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

IN WITNESS WHEREOF this Contract has been executed for and on behalf of the undersigned as of

\_\_\_\_\_.

**Contractor Signature**

**Client Signature**

\_\_\_\_\_

\_\_\_\_\_



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