AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement between Owner & Contractor (the “Agreement”) is made and effective the [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Prospective Assignor"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [PROSPECTIVE ASSIGNEE NAME]** (the "Prospective Assignee"), a corporation/individual organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

**RECITAL:**

**WHEREAS,** Owner finds that the Contractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Owner's business.

For the reason recited above, and in consideration of the mutual covenants contained in this agreement, Contractor hereby acknowledges that it has been retained by the Company, and agree as follows:

1. **DISCLAIMER OF WARRANTY**

The warranties contained herein are the only warranties made by the parties hereunder. Each party makes no other warranty, whether express or implied, and expressly excludes and disclaims all other warranties and representations of any kind, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement, the company does not provide any warranty that operation of any service hereunder will be uninterrupted or error-free.

1. **MATERIAL AND LABOUR PROVIDED**

It is agreed that the Contractor shall provide all of the material and labour required to perform the following work for:

[DESCRIBE WORK TO BE PERFORMED]

as shown by the drawing(s) and described in the specifications prepared by [NAME] and provided by the Owner, which are identified by the signatures of the parties to this agreement and which form a part of this agreement.

The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.

In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

**3. PAYMENT**

The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labour, the sum of [AMOUNT], in the following manner:

[DESCRIBE METHOD AND TIMING OF PAYMENT]

**4. COMPLETION OF THE WORK**

The Contractor agrees that the various portions of the above-described work shall be completed on or before the following dates:

[INSERT DATES]

and the entire above-described work shall be completed no later than [COMPLETION DATE].

**5. AMENDMENT OF AGREEMENT**

 This Agreement of which these Terms and Conditions constitute a part, comprise the entire Agreement of the parties with respect to the subject matter hereof. No conditions or representations, altering, detracting from, or adding to the terms hereof shall be valid unless printed or written hereon, or evidenced in writing by either party to this Agreement and accepted in writing by the other. Accordingly, 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

**6. ACCESS**

The Owner, Owner's representative and public authorities shall at all times have access to the work.

**7. CONFORMITY WITH DRAWINGS AND SPECIFICATIONS**

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. SAFETY PRACTICE

Contractor shall be responsible for initiating and maintaining all safety precautions necessary in connection with the Work. Contractor shall erect and mainta*in re*asonable safeguards for the safety and protection of others as necessary, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owner and users of adjacent sites and utilities. Contractor agrees to fully comply with owner Safety if so specified in the applicable Work Agreement.

**9. INSURANCE COVERAGE**

The Owner agrees to maintain full insurance on the above-described work during the progress of the work, in his own name and that of the Contractor.

The Contractor agrees to obtain insurance to protect himself against claims for property damage, bodily injury or death due to his performance of this agreement.

**10. DELAYS**

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 labour 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.

**11. INDEMNIFICATION**

Contractor shall defend, indemnify and hold owner harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses arising in favour of any third party as a result of a breach of any representation, warranty or covenant in this Agreement.

In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the Owner the sum of [AMOUNT] per [DAY/WEEK/MONTH] as liquidated damages until such time as the work is completed.

**12. NO ASSIGNMENT**

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 him under the provisions of this agreement.

Choice of Law:

All disputes arising out of or related to the Contract Documents, terms of this contract shall be subject to the laws of South Africa without regard to conflicts of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR ASSIGNEE

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title