AGREEMENT BETWEEN OWNER AND CONTRACTOR

The effective date of this Agreement between Owner and Contractor (the “Agreement”) is [DATE], made

**AMONGST: [YOUR COMPANY NAME]** (the "Contractor"), a company organised and existing under the laws of [COUNTRY], with the head office situated:

[YOUR COMPLETE REGISTERED ADDRESS]

**AND: [OWNER NAME]** (the "Owner"), a company organised and existing under the laws of [COUNTRY] with the head office situated at OR an individual with his main address situated at:

 [COMPLETE ADDRESS]

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.

NOW, THEREFORE, in consider­ation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. **MATERIAL AND LABOUR PROVIDED**

The Contractor agrees to 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.

1. **PAYMENT**

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

[DESCRIBE METHOD AND TIMING OF PAYMENT]

1. **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].

1. **MODIFICATIONS TO THE WORK**

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.

1. **ACCESS**

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

1. **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.

1. **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.

1. **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.

1. **INDEMNIFICATION**

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

1. **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.

1. **GOVERNING LAW**

This agreement shall be interpreted under laws of the [PROVINCE/STATE] of [COUNTRY].

1. **ATTORNEY’S FEES**

Attorney's fees and court costs shall be paid by the defendant in the event that judgement must be, and is, obtained to enforce this agreement or any breach thereof.

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

OWNER CONTRACTOR

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title