

# Construction Contract Template

## Instructions for Use

This is an example construction contract template. Adjust provisions as you need with a licensed attorney. Style and personalize your company branding as you see fit, then upload the edited contract as a “contract template” in Houzz Pro. Add to projects for clients to easily review and approve.

The information contained in this contract template should not be relied upon as legal, business, or tax advice. We encourage you to seek guidance from your legal counsel, business or tax specialist with regard to how this sample construction contract may or may not apply specifically to your business.

# Construction Contract Agreement

<b>1. Agreement</b>	This agreement for Construction Services ("Agreement") is made between [COMPANY], LLC, d/b/a "[COMPANY]," located at _____ ("Contractor"), and the undersigned ("Client"). Referenced together as "Parties" or individually as "Party". This Agreement shall commence on the date of the last Party to sign the Agreement ("Effective Date").
<b>2. Services</b>	Contractor agrees to perform the services ("Services") as described in the Statement of Work ("SOW"), which is attached to this Agreement. Please review the SOW carefully to make sure that you fully understand the specific Services Contractor is providing to you. You will notice that the cost for each Service is also included in the SOW.
<b>3. Term</b>	The term of this Agreement shall begin on the Effective Date and will continue in effect until the conclusion of any outstanding SOW ("Term"), unless terminated earlier as set forth below.
<b>4. Termination</b>	Contractor and Client may terminate this Agreement immediately upon notice to for any reason or no reason. Upon termination, Contractor shall cease performing Services and Client shall pay any outstanding amounts due. All in-process orders for materials shall be delivered to Client, subject to Client's payment of any balance which may be due.
<b>5. Payment</b>	Client will be required to provide a Deposit before Services are rendered. The Deposit will be \$_____. Client will be required to provide a weekly payment of \$_____, throughout the duration of the project until all Services are rendered. Contractor reserves the right to immediately stop work or cease providing Services altogether if payments are not provided when due.
<b>6. Expenses</b>	"Expenses" are amounts that Contractor reasonably incurred during the provision of Services. Client agrees to reimburse Contractor for all expenses including but not limited to" obtaining samples, parking, postage and handling, freight, printing, transportation, and storage costs. Contractor will provide reasonable notice of material expenses when requested and where possible.
<b>7. Insurance and Security</b>	Client shall procure insurance against loss or damage for transport or storage of all Materials until delivery at Client's premises or other designated destination. Client shall have exclusive responsibility for risk of loss or damage. Client remains solely responsible for insuring its personal property. Contractor strongly recommends the installation of security cameras and other monitoring features to secure the premises during the Project.
<b>8. Representations, Warranties &amp; Disclaimers</b>	Contractor shall comply with all local laws, ordinances and rules or any other applicable law that may impact Contractor's performance of its obligations under this Agreement. Contractor does not represent or warrant that the services

will be error free; nor does the contractor make any warranty as to the results that may be obtained from the services. The services are provided “as is” and contractor disclaims all warranties express or implied including but not limited to implied warranties or merchantability and fitness for a particular purpose and non-infringement.

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**9. Indemnification and Limitations of Liability**

In no event shall Contractor or Client be liable for any consequential, special, punitive, exemplary, or indirect damages, including but not limited to any damages for anticipated profits, loss of revenue, economic loss, cost of procurement of substitute goods or services, loss of use of Materials, or interruption of business or personal affairs, arising in any way out of this Agreement, under any theory of liability in contract, tort, or otherwise. In no event shall the total liability of Contractor or Client for any causes of action arising out of this Agreement exceed the sums paid to Contractor as compensation hereunder. The foregoing right to monetary damages shall be in lieu of any other remedies which a party may have against the other.

Client agrees to indemnify, defend and hold the Contractor harmless to the fullest extent permitted by law from and against any third-party claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) relating to or arising out of the negligence, failure and/or acts or omissions on the part of Client or any architect, vendor, supplier, contractor or agent hired or retained by Client.

Contractor agrees, for claims, damages, losses, or expenses suffered by Client cause in whole or in part by the negligent, reckless, or intentional acts or omissions and/or strict liability of Contractor or employees of Contractor, Contractor shall indemnify and hold harmless Client, subject to the Limitation of Liability provisions above.

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**10. Permits**

Client is responsible for obtaining any and all necessary permits, licenses, waivers, or approvals required by any governmental agency, homeowner’s association or condominium association.

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**11. Force Majeure**

If the occurrence of any event beyond the reasonable control of a party makes performance impossible, contrary to law, or commercially unreasonable, such party shall be temporarily excused from performing its obligations under this Agreement for the duration of the event and the excused party shall resume performance of its obligations with due diligence after the expiration of such event. The parties will use their best efforts to overcome the cause and effect of any such suspension.

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**12. Miscellaneous**

**A. Non-Disparagement**

Each Party agrees that neither it, nor its directors, officers, shareholders, employees, or agents shall say, write, or cause to be said or written, any statement that is defamatory, derogatory or disparaging of the other party, whether in print, electronically, on any public or social platform.

**B. Attorneys' Fees**

Client shall be responsible for all reasonable costs, fees, and expenses incurred by Contractor to collect any amount due under this Agreement or otherwise enforce any of its rights arising out of this Agreement. The parties agree that any judgment or order entered will contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing the judgment.

**C. Relationship of the Parties**

Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract.

**D. Entire Agreement**

This Agreement and the attachments hereto set forth the entire understanding between the parties and supersedes all previous agreements, arrangements, and understandings between the parties, whether verbal or written, and may not be amended except in writing and signed by both parties.

**E. Governing Law and Venue**

All disputes arising from this Agreement shall be resolved by binding private arbitration with each party to bear its own fees and costs. This Agreement will be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement will be governed by the laws of the State of [STATE] without giving effect to provisions regarding conflict of laws. Each of the parties irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in the County of [COUNTY], State of [STATE] in any action or proceeding arising out of or relating to this Agreement and irrevocably agrees, on behalf of itself/himself/herself and on behalf of its/his/her successors and assigns, that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives any objection such person may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such a court is an inconvenient forum.

**F. Signatures; Counterparts**

An electronic signature shall serve as an original signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall, when taken together, constitute a single document.

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**Agreement**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signature below.

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**Company**

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Signature

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Printed Name / Date

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**Client**

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Signature

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Printed Name / Date

# Statement of Work

## Statement of Work

This Statement of Work ("SOW") will be governed by the Construction Contract Agreement ("Agreement") between [COMPANY] and Client. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

### 1. General Project Information/ Basis of Proposal

### 2. Construction Services and Payment

Name	Description	Notes	Payment
Bathroom Tile	Install bathroom tile around tub and behind sink as backsplash.	Contractor will provide rough materials, Client will purchase the tile.	\$5,000
Name	Description	Notes	\$X
Name	Description	Notes	\$X

### 3. Schedule

Services will begin on \_\_\_\_\_ date and will commence once all Services have been provided.

### Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the date of the last signature below.

#### Company

Signature

Printed Name / Date

#### Client

Signature

Printed Name / Date