



PROMULGATED BY THE TEXAS ASSOCIATION OF BUILDERS (TAB)

**CHANGE ORDER**

(For Use With Custom Construction Jobs On The Owner's Property)

CONCERNING THE PROPERTY AT

\_\_\_\_\_  
(Street Address and City)

**CHANGE ORDER:** \_\_\_\_\_ (Builder)  
and \_\_\_\_\_ (Owner) have heretofore entered into a Contract for construction of Improvements on the above described Property. Owner and Builder have further agreed to certain plans and specifications concerning construction of the Improvements. Owner desires to make certain changes in the plans and/or specifications, pricing or other terms and conditions of the Contract as follows (describe with specificity the changes to be made):

Owner and Builder have agreed that the cost for the changes described above (Change Order Cost) shall be \$\_\_\_\_\_ or an allowance of \$\_\_\_\_\_. Owner shall pay the Change Order Cost to Builder in cash or immediately available funds within three (3) business days after Owner's execution of this Change Order. Builder and Owner acknowledge and agree that the changes specified herein shall delay completion of the Improvements and the Projected Completion Date (as defined in the Contract) is estimated to be increased by \_\_\_\_\_ calendar days.

Builder shall not be obligated to commence any construction specified in this Change Order until the Change Order Cost is paid. This Change Order shall not be effective until signed by Owner and Builder and the Change Order Cost is paid. Any Owner party (e.g. husband or wife or co-Owners) may sign the Change Order as agent for the other, and the signature of one Owner shall be binding on the other. If the Change Order Cost and all signatures are not obtained within three (3) business days from the date of this Change Order, this Change Order shall be void. In the event this Change Order is not accepted by Owner, Builder shall be reimbursed at \$\_\_\_\_\_ per hour, with \$100.00 minimum, for all expenses and effort incurred in the production of this Change Order. The reimbursement amount will be added to the Total Contract Price and paid by Owner at Substantial Completion. This Change Order concerns only the specific items referenced above. Builder has no obligation to stop work while this Change Order is being discussed.

Owner hereby acknowledges that this Change Order is being entered into without relying on any oral representations made by Builder concerning the scope, cost or quality of the work contemplated herein or otherwise or any other representation and further acknowledges that all terms and conditions concerning same as set forth in the Contract are incorporated herein, unless otherwise listed below:

Initials: Owner(s) \_\_\_\_\_ Builder \_\_\_\_\_

NONE (strikethrough and list below)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACCEPTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner

Builder: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Owner

Title: \_\_\_\_\_