

GENERAL CONTRACTOR

TERMS AND CONDITIONS OF CONTRACT

Effective Date: _____

These Terms and Conditions (“Agreement”) govern all construction and contracting services provided by **[HomePro 1 Contracting]** (“Contractor”) to the client identified in the accompanying proposal or work order (“Client”). By authorizing work to proceed, signing a proposal, or making payment, Client agrees to be bound by this Agreement.

1. SCOPE OF WORK

The Contractor agrees to furnish all labor, materials, equipment, and services necessary to complete the work described in the signed proposal or work order (201cScope of Work201d). Any work not expressly included in the Scope of Work is excluded and may be subject to additional charges. Changes to the Scope of Work must be agreed upon in writing via a signed Change Order prior to commencement of such additional work.

2. CONTRACT PRICE AND PAYMENT TERMS

2.1 The total contract price is set forth in the signed proposal. Unless otherwise stated, a deposit of fifty percent (50%) of the total contract price is due upon execution of the Agreement, with the remaining balance due upon substantial completion.

2.2 For projects exceeding thirty (30) days, the Contractor may submit progress invoices based on work completed to date. Payment is due within ten (10) business days of invoice.

2.3 Any invoice not paid within ten (10) business days of its due date shall accrue interest at the rate of 1.5% per month (18% annually) until paid in full.

2.4 The Contractor reserves the right to suspend work without penalty if payment is not received within fifteen (15) days of the due date.

3. CHANGE ORDERS

Any modification to the original Scope of Work requested by the Client or necessitated by unforeseen conditions shall be documented in a written Change Order signed by both parties. Change Orders may affect the contract price and/or the project schedule. Work under a Change Order will not begin until signed authorization is received. Verbal authorizations do not constitute binding Change Orders.

4. PROJECT SCHEDULE

The Contractor will use commercially reasonable efforts to complete the work within any estimated timeframe provided. Estimated completion dates are not guaranteed and may be affected by weather, material availability, permit delays, labor conditions, Change Orders, Client-caused delays, or other factors beyond the Contractor's reasonable control. The Contractor shall not be liable for delays resulting from such circumstances. Time is not of the essence unless expressly stated in writing.

5. CLIENT RESPONSIBILITIES

Client agrees to: (a) provide timely access to the project site during normal working hours; (b) ensure the project site is free of hazardous materials and conditions not disclosed at time of contract; (c) make timely decisions when required to avoid project delays; (d) secure and pay for all required permits unless expressly assumed by the Contractor in the Scope of Work; and (e) notify the Contractor of any known underground utilities, structural concerns, or pre-existing site conditions.

6. PERMITS AND COMPLIANCE

Unless otherwise specified in the Scope of Work, Client is responsible for obtaining all necessary building permits, zoning approvals, and regulatory authorizations. Where the Contractor agrees to obtain permits on Client's behalf, the cost of such permits shall be included in or added to the contract price. All work shall be performed in material compliance with applicable local, state, and federal codes and regulations in effect at the time of construction.

7. INSURANCE

The Contractor shall maintain, at minimum, the following insurance coverage throughout the duration of the project:

- Commercial General Liability Insurance (minimum \$1,000,000 per occurrence / \$2,000,000 aggregate)
- Workers' Compensation Insurance as required by applicable state law
- Auto Liability Insurance covering company-owned and non-owned vehicles

Certificates of insurance will be provided upon request. Client is encouraged to maintain property and homeowner's insurance throughout the project. The Contractor is not responsible for damage caused by pre-existing conditions or third-party actions.

8. LIMITED WARRANTY

The Contractor warrants that all work will be performed in a workmanlike manner and in conformance with the Scope of Work. This warranty extends for a period of one (1) year from the date of substantial completion (201cWarranty Period201d). This warranty does not cover: (a) damage resulting from Client misuse, neglect, or unauthorized modifications; (b) normal wear and tear; (c) damage caused by Acts of God or third parties; or (d) work performed by subcontractors not engaged by the Contractor. Manufacturer warranties on materials and equipment are passed through to the Client where applicable. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF REVENUE, OR LOSS OF PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CONTRACTOR'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL CONTRACT PRICE PAID BY CLIENT.

10. SUBCONTRACTORS

The Contractor reserves the right to engage licensed subcontractors to perform portions of the work. The Contractor shall remain responsible to the Client for all work performed by subcontractors. Subcontractors shall be required to carry appropriate insurance and licenses as required by applicable law.

11. HAZARDOUS MATERIALS

Unless expressly included in the Scope of Work, the Contractor is not responsible for the identification, testing, removal, or disposal of asbestos, lead paint, mold, or any other hazardous materials. If hazardous materials are discovered during work, the Contractor may suspend work and notify Client. Remediation shall be handled by licensed specialists at Client's expense. Any resulting project delay shall not constitute a breach by the Contractor.

12. DISPUTE RESOLUTION

In the event of a dispute arising from or relating to this Agreement, the parties agree to first attempt resolution through good-faith negotiation. If unresolved within thirty (30) days, the parties agree to participate in non-binding mediation before pursuing any other legal remedy. If mediation fails, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association (AAA), conducted in the county where the project is located. The prevailing party in any arbitration shall be entitled to recover reasonable attorneys' fees and costs.

13. LIEN RIGHTS

The Contractor reserves all rights under applicable state mechanic's lien laws. Failure to pay amounts due under this Agreement may result in the filing of a mechanic's lien against the project property. Client acknowledges receipt of any required preliminary lien notices under applicable state law. Lien waivers will be provided upon receipt of full and final payment.

14. TERMINATION

14.1 Termination by Client: Client may terminate this Agreement upon written notice if the Contractor materially breaches the Agreement and fails to cure such breach within fourteen (14) days of written notice. Client shall pay for all work satisfactorily completed and materials procured prior to termination.

14.2 Termination by Contractor: Contractor may terminate this Agreement if Client fails to make payment when due, materially breaches this Agreement, or fails to remedy an unsafe site condition within a reasonable time. Upon termination, Client shall pay for all work completed and direct costs incurred, plus a reasonable overhead and profit allocation.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles. Venue for any legal proceedings shall be the county in which the project is located.

16. ENTIRE AGREEMENT

This Agreement, together with the signed proposal and any executed Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, representations, and negotiations. No modification of this Agreement shall be binding unless made in writing and signed by both parties. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

ACKNOWLEDGMENT AND AGREEMENT

By signing below, both parties acknowledge that they have read, understood, and agreed to these Terms and Conditions.

CONTRACTOR:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT:

Signature: _____ Date: _____

Printed Name: _____

Address: _____

NOTE: This document is a general template and does not constitute legal advice. Consult a licensed attorney before use.