

# General Contractor Contract

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This **General Contractor Contract** ("**Contract**") is entered into as of \_\_\_\_\_, by and between the parties below;

**Owner**

**Contractor**

Owner and Contractor may be referred to individually as a "**Party**" and collectively as the "**Parties**".

## 1. Purpose and Scope of Work

The purpose of this Contract is to set out the terms under which Contractor agrees to provide general contracting services to Owner in connection with the project described below ("**Project**").

Contractor shall furnish all labor, supervision, materials, equipment, tools, and services necessary to complete the Project in a professional and workmanlike manner, in accordance with this Contract and generally accepted industry standards.

**Project Description:**

**Project Location:**

## 2. Contract Documents and Understanding

This Contract represents the entire agreement between the Parties regarding the Project. Any drawings, specifications, or written descriptions agreed to by the Parties are incorporated into this Contract by reference, provided they do not conflict with its terms.

Any change to the scope, cost, or timeline of the Project must be documented in a written change order agreed to by both Parties.

### 3. Contract Price and Payment Terms

#### Contract Price

Owner agrees to pay Contractor a total contract price of \_\_\_\_\_, subject to approved change orders ("**Contract Price**").

#### Payment Schedule

Payments shall be made as follows:

<b>Milestone / Stage</b>	<b>Amount</b>	<b>Due Date or Condition</b>
Deposit		
Progress Payment		
Final Payment		Upon substantial Completion

Unless otherwise stated, payments are due within \_\_\_\_\_ days of receipt of a valid invoice.

### 4. Changes to the Work

Owner may request changes to the scope of work. No change is binding unless documented in a written change order signed by both Parties. Each change order shall specify any adjustment to the Contract Price and project timeline.

Contractor is not obligated to perform additional or modified work without an approved change order.

### 5. Project Schedule

Contractor shall commence work on or about \_\_\_\_\_ and shall use reasonable efforts to achieve substantial completion by \_\_\_\_\_.

Delays caused by events beyond Contractor's reasonable control, including weather conditions, supply shortages, or Owner-requested changes, shall result in a reasonable extension of time.

## 6. Contractor Responsibilities

Contractor shall:

- Perform the work using qualified personnel and appropriate supervision
- Obtain and maintain any licenses or permits customarily required for the work
- Comply with applicable safety standards and site rules
- Keep the Project site reasonably clean and orderly

Contractor may engage subcontractors but remains responsible for their work under this Contract.

## 7. Owner Responsibilities

Owner shall:

- Provide Contractor with reasonable access to the Project site
- Supply timely decisions, approvals, and information necessary for performance
- Make payments in accordance with this Contract

Owner represents that it has the legal right to authorize the work at the Project location.

## 8. Materials and Ownership

Unless otherwise agreed, materials delivered to the Project site and paid for by Owner become the property of Owner. Contractor is responsible for protecting materials until completion of the work.

## 9. Warranties

Contractor warrants that the work will be performed in a professional and workmanlike manner and that materials supplied will be new and suitable for their intended purpose.

This warranty does not cover normal wear and tear, misuse, or work performed by others.

## 10. Insurance

Contractor shall maintain commercially reasonable insurance coverage during the term of the Project, including general liability insurance. Proof of coverage shall be provided upon reasonable request.

## 11. Termination

**Termination for Cause** - Either Party may terminate this Contract if the other Party materially breaches its obligations and fails to cure the breach within a reasonable time after written notice.

**Termination Without Cause** - Owner may terminate this Contract without cause upon written notice. In such case, Owner shall pay Contractor for work properly performed and approved costs incurred up to the termination date.

**Effect of Termination** - Upon termination, Contractor shall stop work, secure the site, and deliver completed work and materials paid for by Owner.

## 12. Independent Contractor Status

Contractor is an independent contractor and not an employee, partner, or agent of Owner. Contractor is solely responsible for taxes, wages, and obligations relating to its personnel.

## 13. Limitation of Responsibility

Contractor is responsible only for direct losses arising from its failure to perform under this Contract. Contractor is not responsible for indirect or consequential losses unless expressly stated in writing.

## 14. Dispute Resolution and Governing Law

This Contract shall be governed by the laws of \_\_\_\_\_. The Parties agree to attempt to resolve disputes through good-faith discussions before pursuing formal legal action.

## 15. Assignment

Contractor may not assign this Contract without Owner's prior written consent, except to subcontractors engaged in the ordinary course of the Project.

## 16. Notices

All notices under this Contract must be in writing and delivered to the addresses stated above, or to any updated address provided in writing.

## 17. Amendments and Waivers

Any amendment or waiver of this Contract must be in writing and signed by both Parties. A waiver of one breach does not waive any future breach.

## 18. Severability

If any provision of this Contract is found unenforceable, the remaining provisions shall remain in effect.

By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms of this General Contractor Contract.

**Owner**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Contractor**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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