



# Time and Materials Contract

This **Time and Materials Contract** (shall be referred as the "**Contract**" hereinafter) has been signed by and between the parties below, on \_\_\_\_\_;

**ABC Construction Company** (the "**Contractor**" hereinafter) with its registered address **123 Ullrich Cliff Apt. 656 Bergstromhaven District of Columbia USA**

and

\_\_\_\_\_ (the "**Client**" hereinafter) with its registered address

\_\_\_\_\_  
\_\_\_\_\_

**WHEREAS** the Contractor agrees to complete the \_\_\_\_\_ (the "**Project**" hereinafter), furnish and pay for all supervision, contract administration, services, labor, materials, equipment, tools, and other costs necessary to perform all requirements of the Project,

**WHEREAS**, the Contractor agrees that \_\_\_\_\_ shall serve as the Project Manager of the Contractor for the Project (the "**Project Manager**" hereinafter) and, in that capacity, he shall be responsible for personally managing and administering the performance of the Contractor's obligations under this Contract,

**NOW, THEREFORE**, Parties agree the following terms and conditions.

## Terms and Conditions

### I. Term of the Contract

The effective date of the Contract is \_\_\_\_\_ and the Project shall commence on \_\_\_\_\_. The Client is obliged to deliver the area where the project will be carried out to the Contractor before the date of commencement. otherwise, the Contractor shall not be responsible for any delays of the Project.

The Project shall be completed on \_\_\_\_\_ unless otherwise agreed by the parties in writing and will be delivered to the Client within one week at the latest.

### II. Pricing and Payment Principles

Unless otherwise agreed to in writing by the Parties, all services rendered under this Contract will be provided on a **time-and-materials** basis, with materials being provided at \_\_\_\_\_% of actual cost to the supplying party, and labor charged at the standard rate of \_\_\_\_\_ per hour. If the performance of this Contract requires the services of subcontractors, Contractor agrees to pay for the same in full.

This rate will not change during the initial term, nor any extension period, of this Contract except by mutual written agreement of the Parties.

The Contractor shall invoice the Client for all actual hours of work performed in accordance with this Contract and all materials in a monthly basis. Payments shall be made the 5th day of the following month by \_\_\_\_\_.

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \_\_\_\_\_ . In case of discrepancy that may arise due to change in the amount of materials which goes in excess of the "not-to-exceed" amount, Contractor shall not be liable to continue performance of the project and neither shall the Client be compelled to pay additional costs. In such a case, this Contract shall be terminated by the mutual consent of the parties.

### **III. Independent Contractor**

It is expressly agreed that the Contractor and the Client shall be independent contractors and that the relationship between the two Parties shall not constitute a partnership, joint venture or agency. Neither the Contractor and the Client shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other, without the prior consent of the other Party to do so.

### **IV. Labor**

The Contractor is solely responsible for all the employees who will work on the Project. Salaries, social security notifications and payments of the workers and all kinds of financial rights shall be covered by the Contractor.

Besides, the Contractor shall employ only competent and skilled workmen and foremen in the conduct of the Project and take all necessary measures to ensure occupational health and security. The Contractor shall at all times enforce strict discipline and good order among the employees.

### **V. Force Majeure**

Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, if and to the extent that its failure of, or delay in,

performance is due to an event of Force Majeure, which shall be defined as any event or circumstance beyond the reasonable control of a party that materially and adversely affects the performance by that party of its obligations under or pursuant to this Contract, including, but not limited to, any act of God, act of civil or military authority, act of war, act of any governmental authority, civil disturbance, insurrection, fire, earthquake, flood or strike.

## **VI. Subcontracting**

The Contractor may assign a part of the work within the scope of the Project to a subcontractor. In such a case, the wages, salaries and other compensation of the Subcontractors' personnel for their time shall also be invoiced to the Client.

However, the Client has no responsibility to the subcontractors; the subcontractor cannot file any claim to the Client if the Contractor fails to fulfill any of its obligations, including payment.

## **VII. Termination**

If the Contractor refuses or fails to supply enough properly skilled workers or enough proper materials or equipment, fails to make prompt payment to Subcontractors or for labor, materials or equipment, violates or disregards laws, statutes, codes, regulations or orders of any public authority having jurisdiction of the Project, or otherwise defaults on any of its obligations under this Contract, the Client may terminate the Contract with a \_\_\_\_\_ days prior notice. In this case, all of the worker's expenses and used materials' costs until the termination date is paid to the Contractor.

## **VIII. Changes or Modifications**

No modification, amendment, notation, change or other alteration of this Contract shall be valid unless mutually agreed by the parties in writing and executed as an addendum to this Contract.

## **IX. Severability**

Should any of the covenants, provisions, clauses indicated herein be considered as illegal or void by any competent court, such illegality shall only affect such provision, and the remaining provisions shall remain valid and enforceable.

## **IX. Notifications**

Any notices required to be given under this Agreement shall be deemed conclusively given if transmitted to the other party in person or at the addresses indicated in this Contract hereunder. Each party to this Agreement shall have the right to change the place to which notice shall be sent or delivered by notice sent to the other party.

### **X. Non-Waiver**

Failure or neglect by either Party, at any time, to enforce any of the provisions of this Contract, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Contract.

### **XI. Governing Law**

This Agreement and all disputes arising out of or related to this Contract and the Project shall be governed by the laws of the State of \_\_\_\_\_.

**IN WITNESS WHEREOF**, the Client and the Contractor have caused this Time and Materials Contract.

**The Contractor**

**The Client**



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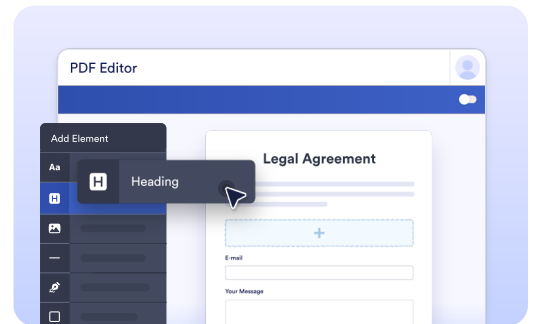
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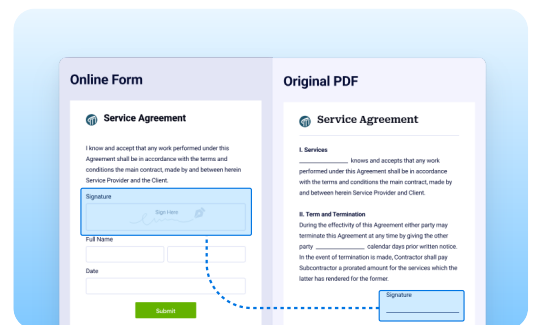
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