on the property located at

. This contract is to

, who is doing business at

, and

, remodeling contractor, whose address is

between

This contract is hereby made and entered into on

Option three:

documents are:

Page of

work that is required by the documents incorporated by reference into this agreement. The contract

The remodeling contractor will perform all the work that is required by this agreement and all the

Option one:

**II. The Contract Documents**

.

the property located at

on

, to

, remodeling contractor, whose address is

.

, homeowners, and

the agreement between

and specifies the terms of

This contract is made and entered into on

Option one:

**I. Parties**

as follows:

on this day of

and who own the property at

,

, whose address is

**REMODELING CONTRACT**

, hereby enters into this contract with

, whose business address is

Option two:

All change orders must be in writing and signed by all the parties. The owners agree that changes

**IV. Change Orders**

resulting

and that signature will be binding on both.

Page of

secure and pay for any easements, variances, zoning changes, necessary modifications of restrictive

occupancy of the finished structure, except as otherwise provided in this contract. The owners will

obtain and pay the fees for the governmental inspections that are necessary for the construction and

The remodeling contractor will obtain and pay for local building and construction permits, and will

**V. Permits, Licenses, and Approvals**

commencement of the extra work. The owners agree that either of them may sign a change order,

or materials will be paid for prior to the

labor

additional

of

furnishing

the

in

**III. The Scope of the Work**

3.

Option one:

2.

1.

below:

The contract documents include the terms of this contract and, by reference, the documents listed

The remodeling contractor will furnish the labor and materials necessary to do the following:

Option two:

Option two:

.

the alterations and improvements described in the contract documents. The work does not include

The remodeling contractor will furnish all the labor, materials, and equipment necessary to complete

Option one:

The property owners acknowledge that this contract is based upon the remodeling contractor’s

observation of conditions. Conditions which could not be known by a reasonable inspection, such as

termite damage, hidden water damage, hidden code violations, or other concealed conditions, may

require extra labor or materials, which are not part of this contract. If such hidden conditions are

discovered, the remodeling contractor will notify the property owner and will attempt to reach an

agreement for a change order to this contract that addresses those problems.

**IX. Payment**

**VIII. Site Conditions**

The customer will pay an hourly fee for labor in the amount of $

for all time spent

on the job plus the cost of all materials.

Option two:

The property owner will pay the cost of all materials used in construction plus delivery and handling

Page of

and will provide boundary stakes by a licensed land surveyor if the owners are in doubt about the

property boundaries.

**VI. Insurance and Risk of Loss**

The owners agree to maintain insurance covering the replacement cost of the improvement under

contract in the event of loss through fire, casualty, storm or other disasters, and theft of materials

from the site. Before work begins, the property owner will furnish a certificate of that insurance to

the remodeling contractor. The remodeling contractor agrees to maintain workers’ compensation

insurance and liability insurance to protect the owners from liability claims for damages because of

bodily injury, including death, and from liability for damages to property. Before beginning the

covenants, or other actions. The owners will indicate the property lines to the remodeling contractor

work, the remodeling contractor will furnish a certificate of that insurance to the property owner.

**VII. Access**

The property owner will allow free access to work areas for workers and vehicles and will allow

areas for the storage of materials and debris. Driveways will be kept clear for the movement of

vehicles during work hours. The remodeling contractor will make reasonable efforts to protect

driveways, lawns, shrubs, and other vegetation.

$

.

is due on the date of

$

.

is due on the date of

.

is due on the date of

$

percent of the contract price will be due upon contract signing.

Page of

percent of the contract price is due upon contract signing.

A deposit in the amount of

Payments for the work are due as follows:

Option two:

A deposit in the amount of

in this contract, the remodeling contractor may suspend work until the scheduled payment is made.

If payments due to the remodeling contractor are not paid in accordance with the payment schedule

the remodeling contractor will deliver a lien release to the customer.

is due upon substantial completion. Before final payment,

The final payment of $

the wages of all carpenters and other workers for the actual time spent on the job, and the cost of all

Option four:

contractor’s overhead and profit.

percent of those costs to the contractor for the

subcontractors. The owner will also pay

The owner will pay the cost of all materials used in construction plus delivery and handling costs,

The owner will pay the cost of all materials used in construction plus delivery and handling costs,

Option three:

to the contractor for overhead and profit.

will also pay a fixed fee of $

Payments for the work will be due as follows:

Option one:

**X. Payment Schedule**

costs, the wages of all carpenters and other workers, and the cost of all subcontractors. The owner

, excluding the cost of change orders.

exceed the amount of $

contractor’s overhead and profit. The contractor guarantees that the total cost of the work will not

percent of those costs to the contractor for the

subcontractors. The owner will also pay

the wages of all carpenters and other workers for the actual time spent on the job, and the cost of all

date of the punch list preparation. When the punch list items are completed, the owners will pay the

**XII. Warranties**

time, the remodeling contractor will deliver to the property owners a release of all liens.

days of the demand. At that

remodeling contractor the balance of the contract price within

The remodeling contractor guarantees the work will meet trade standards of good workmanship. The

days from the

items are complete. Completion of the punch list items must be made within

The owners may retain the value of the punch list work from the final payment until the punch list

prepare a punch list that identifies any incomplete work or deficiencies in workmanship or materials.

and the remodeling contractor will inspect the work performed, and at that time the owners will

Upon notification by the remodeling contractor of substantial completion of the work, the owners

others.

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possible, conflicts between the parties will be resolved by

All the parties will cooperate with each other to resolve conflicts informally. In the event that is not

**XIII. Dispute Resolution**

limited to the cost of labor and materials only, and exclude ordinary wear and tear or abuse by

. The remodeling contractor’s warranties are

are limited to a period of no more than

the manufacturers’ warranties for defects in the manufacture of materials. All contractors’ warranties

be selected. The contractor will maintain all manufacturers’ warranties. The customer is limited to

duplication is not guaranteed. The remodeling contractor warrants that materials of good quality will

remodeling contractor will make every effort to blend existing textures, colors, and planes, but exact

.

.

% of the remaining contract price is due when

% of the remaining contract price is due when

% of the remaining contract price is due when

completed through each request, upon receipt of payment.

days after receipt of the statement. The remodeling contractor will furnish lien releases for work

writing and submit it to the owners. All payments are due from the property owner no later than ten

When each payment is due, the remodeling contractor will prepare a statement of money due in

**XI. Final Inspections and Liens**

remodeling contractor may suspend work until payment is made.

If payments due to the remodeling contractor are not paid within ten days of the written demand, the

payment the remodeling contractor will deliver a release of all liens.

The remaining contract price is due upon the substantial completion of the work. Upon final

Additional payments will be due as the following items of work listed below are completed.

.

% of the remaining contract price is due when

.

Owner

Dated:

Signed:

Owner

Contract documents:

Page of

by all parties.

provided by

The conflict will be decided

according to the Construction Industry Rules of the American Arbitration Association, and the laws

of the state where the project is located. The arbitrator will award reasonable costs and expenses,

including attorney fees, to the prevailing party.

**XIV. Signatures**

We, the undersigned, have read and understood this entire contract, including documents attached by

reference. We acknowledge that this document constitutes the entire agreement between the parties.

This contract is not binding upon the remodeling contractor or the property owners until it is signed

*.*

Dated:

Signed:

Contractor

Dated:

Signed: