Contract for Building

(Construction or Repair)

This Contract is made on
BETWEEN the contractor

whose address is

referred to as the "Contractor,"
AND the Property Owner(s)

whose address is

referred to as the "Owner."
If there is more than one Property Owner, the word "Owner" shall mean each Property Owner named above.

1. **Agreement**. The contractor agrees to perform certain construction, alteration or repair work (referred to as the "work") in accordance with this Contract. All work will be done in a good, sound and workmanlike manner. The Contractor will begin the work no later than and complete the work on or before

2. **Work**. The work is described as follows: (check box if applicable)
   ☐ A detailed Description of the work is attached hereto as Schedule

The work will be completed exactly in accordance with the Drawings, Plans and Specifications made by

the Architect.
These Drawings, Plans and Specifications are signed by the Owner and Contractor or their approved agents and identified as follows: (check box if applicable)
☐ Copies of said Drawings, Plans, and Specifications are attached hereto as Schedule The Owner will provide the Contractor with all the Architect's drawings and explanations as required to indicate the work to be done. The Contractor will follow these drawings and explanations as long as they are consistent with the original Drawings, Plans and Specifications.

3. **Location**. All work will be completed on the property (called the "Property") known as:

4. **Price**. The agreed upon price is to be paid as follows:
Schedule of Payments: (check box if applicable)
☐ A detailed schedule of Payments is attached hereto as Schedule

5. **Materials**. The Contractor will provide the materials, supplies, equipment, services and labor necessary for the complete performance of this Contract. Unless otherwise agreed, all materials will be new and of good quality.

6. **Compliance with Laws**. The Contractor will comply with all applicable Federal, State and local laws regarding work, materials and the safety of persons or property. The Owner will not be responsible for any loss or damage to the work or any property of the Contractor.

7. **Arbitration of Disputes**. Either the Owner or the Contractor may submit any dispute related to this Contract to arbitration in accordance with the American Arbitration Association's Construction Industry Arbitration Rules. The decision will be binding upon both the Owner and the Contractor.

8. **No Oral Changes**. This Contract can only be changed by an agreement in writing signed by both the Owner and the Contractor. no variations, alterations, deviations, deletions or extra work can be made unless both the Owner and the Contractor specifically agree in writing.

9. **Failure to Complete Work**. The Contractor must properly and diligently complete the work provided for in this Contract. Otherwise, the Owner may notify the Contractor in writing that he must begin work within three days or the Owner will complete the work by other means. Any additional cost to complete this work will be charged to the Contractor.

10. **Failure to Pay Contractor**. The Contractor may stop work and terminate this Contract if the Owner fails to pay the Contractor any sum within days after the date fixed for payment. The Owner must then pay for all work which has been completed, together with the Contractor's reasonable profits and damages.

11. **Fire Insurance**. The Owner will adequately insure all buildings as well as any work and materials used in the buildings against fire. The policy will provide for extended coverage in the names of both the Owner and the Contractor.

12. **Other Insurance**. The Contractor will maintain insurance coverage required under the Worker's Compensation Laws of New Jersey. The Contractor will also provide general public liability insurance protecting the Owner from liability for injuries to persons or property which occur on or about the Property. The insurance will provide limits of not less than for injuries to any one person, and for injuries in any one accident or occurrence, and for loss or damage to property. The Contractor will protect the Owner from all claims and liability related to the construction or repair work.

13. **Ownership of Materials**. The Contractor will continue to own all materials delivered and work performed until paid for by the Owner. The Contractor will have access to these materials and work at all reasonable times.

14. **Care of Property**. The Contractor will protect the work, materials, property and adjacent property from damage or loss. The Contractor will also take proper precautions for the safety of the public. The Property will be kept free of waste, rubbish and surplus materials. The Contractor will leave the Property "broom clean" before being entitled to the final payment under this Contract. The Contractor will also pay for, repair or replace any damage or loss caused by the Contractor's failure to perform this Contract.

15. **Permits**. The Contractor will obtain all building permits or approvals as required by law. The Owner will pay for these permits or approvals and cooperate in obtaining them.

16. **Payments**. The Owner will pay the Contractor according to the terms of this Contract provided that:
    a. Architect's Certificate. Before each payment, the Contractor will obtain a certificate from the Architect stating that the work has been done exactly in accordance with this Contract.
    b. Releases. Before each payment, the Contractor will obtain releases of liens from all persons who may claim a lien upon the Property. The Contractor will also state in writing that all persons who did work have been paid in full.

17. **Contractor's Continuing Liability**. The Contractor will be liable for defective, faulty or improper materials or workmanship. Upon written demand, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work. The Contractor's obligations will not be affected by the issuance of an Architect's Certificate.

18. **Notices**. All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract or to that party's attorney.

19. **Parties**. Both the Owner and the Contractor are bound by this Contract. All parties who lawfully succeed to their rights and responsibilities are also bound.

20. NOTICE TO OWNER.

a. Do not sign this contract if blank.

b. You are entitled to a copy of the contract at the time you sign.

c. Keep it to protect your legal rights.

Do not sign any completion certificate or agreement stating that you are satisfied with the entire project before this project is complete. Home repair contractors are prohibited by law from requesting or accepting a certificate of completion signed by the owner prior to the actual completion of the work to be performed under the home repair contract.

21. **Signatures**. Both parties sign and agree to this Contract. THE OWNER ACKNOWLEDGES RECEIPT OF A COMPLETELY EXECUTED COPY WITHOU CHARGE.

Witnessed or Attested by: _____ (Seal)
Owner

_____ _____(Seal)
Owner

_____ _____(Seal)
Contractor