

CONSTRUCTION AGREEMENT

Project Location: _____ Contract No.: _____

Parties:

Owner/Client Name: _____

Address: _____

Phone/Email: _____

Contractor Information:

Company Name: _____

Address: _____

Phone/Email: _____

Project Description:

Detailed construction and related services to be performed at the project location as per the plans, specifications, and terms set forth herein.

Contract Sum and Payment Terms:

Total Contract Price: _____ CAD

Payment Schedule and Terms: _____

Section 1 – Scope of Work

Contractor agrees to furnish all labor, materials, equipment, and services necessary to complete the construction project described herein in accordance with all applicable laws, codes, and regulations of Canada and the Province where the project is located.

Section 2 – Performance and Completion

Contractor shall commence work promptly and diligently pursue completion according to the mutually agreed schedule. Time is of the essence. Delays beyond Contractor's control, notified promptly to Owner, shall be grounds for reasonable extension.

Section 3 – Permits and Approvals

Contractor shall obtain and pay for all necessary permits, licenses, and approvals required to perform the work unless otherwise agreed in writing. Owner shall cooperate as needed to secure such approvals.

Section 4 – Changes in Work

Any changes in the work, including additions, deletions, or modifications, must be agreed upon in writing by both parties prior to implementation. Such changes may affect the contract sum and schedule accordingly.

Section 5 – Inspection and Acceptance

Owner shall have the right to inspect the work at reasonable times. Work shall be deemed accepted upon final completion and written acceptance by Owner or failure to provide timely notice of defects.

Section 6 – Warranties and Representations

Contractor warrants that all work shall be performed in a professional manner, free from defects in workmanship and materials for a period of one year from completion. Contractor represents it holds all necessary qualifications and licenses.

Section 7 – Insurance and Liability

Contractor shall maintain insurance coverage as required by law and provide proof upon request. Contractor assumes responsibility for loss or damage caused by its negligence and indemnifies Owner against claims arising from Contractor's actions.

Section 8 – Indemnification

Contractor agrees to indemnify, defend, and hold harmless Owner from any claims, damages, losses, and expenses arising out of Contractor's performance, except to the extent caused by Owner's negligence.

Section 9 – Termination

Either party may terminate this Agreement upon written notice if the other party breaches any material term and fails to cure within fourteen (14) days after receipt of written notice. Upon termination, Contractor shall be paid for work performed to date.

Section 10 – Dispute Resolution

Parties agree to negotiate in good faith to resolve disputes. If unresolved, disputes shall be submitted to mediation prior to any legal action. If mediation fails, binding arbitration under the rules of the ADR Institute of Canada shall apply.

Section 11 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province where the Project is located. Parties consent to the exclusive jurisdiction of the courts of that Province.

Section 12 – Entire Agreement

This Agreement, including any schedules or exhibits, constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements, oral or written.

Section 13 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.

Section 14 – Notices

All notices must be in writing and delivered personally, by registered mail, or by a nationally recognized courier to the parties' addresses set forth herein.

Section 15 – Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond reasonable control including acts of God, governmental actions, labor disputes, or other unforeseen events.

Section 16 – Independent Contractor

Contractor is an independent contractor and not an employee or agent of Owner. Contractor shall be responsible for all taxes, workers' compensation, and statutory obligations applicable to its employees.

Section 17 – Confidentiality

Parties agree to keep confidential all non-public information acquired in connection with this Agreement and not disclose it without prior consent except as required by law.

Section 18 – Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the other party.

Section 19 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic means, each of which is deemed an original and all of which constitute one instrument.

Section 20 – Signatures

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth herein.

OWNER/CLIENT SIGNATURE

CONTRACTOR SIGNATURE

Signature: _____

Signature: _____

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