I/WE, the Owner(s) of the premises described above authorize YourCompanyNameHere, hereinafter referred to as “Contractor”, to furnish all materials and labor necessary to roof and/or improve these premises in a good, workmanlike and substantial manner according to the following terms, specifications and provisions:

This list of specifications may be continued on subsequent pages (see page number below).

**a. Description of the work and the materials to be used:**

b. Description of any areas that will NOT be worked on:

This list of specifications may be continued on subsequent pages (see page number below).

c. Payment: Contractor proposes to perform the above work, (subject to any additions and/or deductions pursuant to authorized change orders), for the

NOTE: This proposal may be withdrawn after 20 days from 5/20/09 if not approved and signed by both parties.

Additional Provisions Of This Contract Are On The Reverse Side And May Be Continued On Subsequent Pages (see page number below). Read “Arbitration of Disputes” provision on page two (2), provision 11 and the NOTICE following this provision. If you agree to arbitration, initial on the line indicated. Also, initial in the same place on EACH COPY of this contract.

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.
ADDITIONAL PROVISIONS: Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:

1. Contract, Plans, Specifications, Permits and Fees. The work described in this contract shall be done in accordance with the plans and the specifications (if any) except in the case of change orders. All required building permits will be paid for by owner. Contractor shall have no liability for any changes made by any government body, telephone or utility company during the performance of the work.

2. Installation. Any proper installation of materials will become the property of Contractor and will be removed by Contractor for bills received during that same period. If these same “suppliers” make a mistake in the product or quality, you must inform them and they will repair the product at their expense. In the event that the owner is unreasonably delayed in paying Contractor for bills received during that same period, Contractor may stop work and keep the job idle until all past due progress payments are received. Contractor’s right to stop work and keep the job idle shall be justified as a result of the owner’s failure to fulfill its obligations.

3. Change Orders. The contractor may enter into any additional change orders as may be necessary for the completion of the work. These change orders shall be paid for by Owner as part of the contract price. All change orders shall become a part of this contract and shall be incorporated herein.

4. Owner’s Responsibility: Insurance etc. The owner shall be responsible for all insurance required during the performance of the work. Contractor shall be responsible for obtaining insurance under this contract and shall be responsible for all insurance required under this contract. Contractor agrees to pay Contractor his normal selling price for such extra work. All extra work as set forth in the above shall be added to the contract price as extra work and Owner shall be responsible for paying for such extra work.

5. Delay. Contractor shall not be responsible for any damage occasioned by delay in carrying out the work, nor for any loss, cost or expense that may be incurred by Contractor or its agent or subcontractor therefor. The owner shall be responsible for all costs and expenses that may be incurred by Contractor or its agent or subcontractor therefor in connection with the performance of the work. Contractor is not responsible to repair any such discovered deterioration and shall not be responsible for this work. Contractor is not responsible to remove any such discovered deterioration and shall not be responsible for this work.

6. Surplus Materials and Salvage. Any surplus materials left over after this contract has been completed are the proper ty of Contractor and will be removed by Contractor for bills received during that same period. All salvage resulting from work under this contract is the property of the owner.

7. Cleanup & Advertising. Upon completion, and after removing all debris and cleaning the work so that it is in the same condition as it was prior to the work, Contractor shall have the right to display signs and advertise at the job site for the period of time starting at the date of signing this contract. Contractor shall be responsible for all costs and expenses that may be incurred by Contractor or its agent or subcontractor therefor in connection with the performance of the work. Contractor’s right to display signs and advertise at the job site shall be justified as a result of the owner’s failure to fulfill its obligations.

8. Concealed Defects. Owner understands that Contractor is not the inspector or abatement contractor for Hazardous Materials (as defined by the government), or for Pests (including Termites). Should any such materials or Pests be suspected to be present on the premises, it is the owner’s responsibility to arrange and pay for inspection and abatement. Contractor will not be held liable for any building being as being free of hazardous substances.

9. Termites, Pests & Hazardous Substances. Owner understands that Contractor is not the inspector or abatement contractor for Hazardous Materials (as defined by the government), or for Pests (including Termites). Should any such materials or Pests be suspected to be present on the premises, it is the owner’s responsibility to arrange and pay for inspection and abatement. Contractor will not be held liable for any building being as being free of hazardous substances.

10. Right to Stop Work. If any payment is past due under this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor’s right to stop work and keep the job idle shall be justified as a result of the owner’s failure to fulfill its obligations.

11. Arbitration of Disputes. Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Construction Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. The arbitrator(s) shall not be subject to any correction and/or appeal as for the reasons set forth in the law. The arbitrator(s) shall have the power to award reasonable attorneys fees and expenses to the prevailing party. After hearing all evidence presented by the party(ies) who do (does) appear and participate. Notwithstanding Contractor’s right to arbitrate, Contractor does not waive any of its lien rights.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the “arbitration of disputes” provision to neutral arbitration.

I Agree to Arbitration: __________________ I Agree to Arbitration: __________________

(Initials of Owner) (Initials of Contractor)

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