

CONTRACTOR AGREEMENT

Spartan Drywall LLC

1007 Davis Grove Rd, Horsham, PA 19044

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Estimate # _____ **Date:** _____ **Expiration Date:** _____

PARTIES

This Agreement is made this ____ day of _____, **20** , by and between:

Contractor: Spartan Drywall LLC, hereinafter called the "Contractor," and

Owner/General Contractor:

Name: _____

Company (if applicable): _____

Address: _____

City/State/ZIP: _____

Email: _____

Phone: _____

hereinafter called the "Owner."

WITNESSETH, that the Contractor and the Owner, for the consideration named herein, agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all materials and perform all work as described in the specifications entitled **Exhibit A** (attached hereto) and/or shown on the drawings for the property located at:

Job Location:

Address: _____

City/State/ZIP: _____

No additional work outside the scope of this estimate shall be performed without a written change order signed by both the Owner and Contractor.

ARTICLE 2. TIME OF COMPLETION

The work shall commence on or before _____ and shall be substantially completed on or before _____. Time is of the essence. All work shall be completed in a single phase unless explicitly stated otherwise in **Article 7 (Additional Terms)**. The Contractor shall not be liable for delays due to circumstances beyond its

control, including but not limited to acts of other trades, weather, strikes, casualty, or unavailability of materials. Should such delays require the Contractor to demobilize and remobilize at a later date, a remobilization fee of \$500 per instance shall be applied to the Contract Price, payable by the Owner prior to resumption of work.

ARTICLE 3. CONTRACT PRICE

The Owner shall pay the Contractor the sum of \$_____ (the "Contract Price") for the materials and labor performed under this Contract, subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PAYMENT ARRANGEMENTS

Payment of the Contract Price shall be made as follows:

1. **Deposit:** A deposit of ___% of the Contract Price (\$_____) is due within **48 hours** of the Owner signing and accepting this Agreement. This Agreement is **null and void** if:
 - a. The Owner fails to sign and return it to the Contractor, or
 - b. The Contractor does not receive the deposit within 48 hours of signing.
2. **Progress Payments:** Additional payments of \$_____ shall be due as follows:
 - o _____
 - o _____
3. **Final Payment:** The remaining balance of \$_____ is due upon substantial completion of the work.
4. **Non-Payment Penalties:** Failure to make any scheduled payment within 5 business days of its due date shall result in:
 - a. Immediate cessation of all work by the Contractor without breach of this Agreement, and
 - b. A penalty of 1.5% of the unpaid amount per month (or the maximum rate allowed by Pennsylvania law, whichever is lower) until payment is received in full.

ARTICLE 5. LIEN WAIVERS

1. The Contractor shall provide partial lien waivers upon receipt of each progress payment.
2. The Contractor may, at its discretion, provide a conditional lien waiver prior to final payment, which shall become void if the final payment is not received in full by the Contractor.

3. A final lien waiver shall be provided **only after receipt of the final payment in full**, not before.

ARTICLE 6. GENERAL PROVISIONS

1. All work shall be completed in a workmanlike manner and in compliance with all applicable building codes and laws.
2. Unless specifically stated in **Article 7 (Additional Terms)**, the Contractor shall **not** be responsible for obtaining permits necessary for the work; this shall be the Owner's responsibility.
3. The Contractor is authorized to engage subcontractors to perform any or all work hereunder without restriction, provided the Contractor remains fully responsible for the proper completion of this Contract.
4. Deposits are non-refundable once work has commenced or materials have been ordered.
5. All change orders shall be in writing and signed by both the Owner and Contractor.
6. The Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor, its employees, or subcontractors.
7. The Contractor agrees to remove all debris and leave the premises in a broom-clean condition.
8. In the event of non-payment or disputes, the Contractor may cease work without breach pending payment or resolution.
9. All disputes arising under this Agreement shall be resolved in the courts of Montgomery County, Pennsylvania, or the county in which the job location resides, at the Contractor's discretion.
10. The Contractor warrants all work for a period of 12 months following substantial completion.
11. The Contractor's 12-month warranty does not cover settlement cracks or cracks in spackle caused by the operation of HVAC systems (buildings being heated and cooled after the work is complete during the time which the systems were not operational) after the Contractor's work is completed. Such repairs are outside the scope of this warranty and may be addressed by the Contractor at the Owner's request for a minimum hourly rate of \$65, payable in advance or upon completion at the Contractor's discretion.

ARTICLE 7. ADDITIONAL TERMS

(Include any specific terms, such as responsibility for permits or multiple phases if applicable, here):

SIGNATURES

Signed this ____ day of _____, **20** .

Owner:

Signature: _____

Printed Name: _____

Date: _____

Contractor:

Signature: _____

Printed Name: Dominic Truelove

Date: _____