

CONTRACTOR AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, by and between Spartan Drywall hereafter called the Contractor, and _____, hereinafter called the Owner.

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

ARTICLE 1. SCOPE OF THE WORK

Spartan Drywall shall furnish all the material and perform all of the work shown on the drawings and/or described in the specifications entitled Exhibit A, an annexed hereto as it pertains to work to be performed on property located at:

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before _____, 20____, and shall be substantially completed on or before _____, 20 _____. Time is of the essence.

ARTICLE 3. THE CONTRACT PRICE

The owner shall pay Spartan Drywall for the material and labor to be performed under the Contract the sum of _____ Dollars(\$), subject additions and deductions pursuant to authorized change orders.

ARTICLE 4. PROGRESS PAYMENTS

Payment of the Contract price shall be paid in the manner following:

ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individual duly licensed and authorized by law to perform said work.
3. Spartan Drywall may at its discretion engage subcontractors to perform work hereunder, provided Spartan Drywall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. Owner's submission of deposit shows owners acceptance of Contract and the said Contract will become valid. Deposits are non-refundable once work has started or materials have been ordered by Contractor.
5. Spartan Drywall shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

6. Job shall be completed in a single phase unless specifically stated in the estimate. If the job is broken up into sections for individual completion, Spartan Drywall reserves the right to bill for additional time and materials.
7. All change orders shall be in writing and signed by both Owner and Contractor.
8. Spartan Drywall warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
9. Spartan Drywall shall at its own expense obtain all permits necessary for the work to be performed. Unless otherwise stated.
10. Spartan Drywall agrees to remove all debris and leave the premises in broom clean condition.
11. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Spartan Drywall may cease work without breach pending payment or resolution of any dispute.
12. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
13. Spartan Drywall shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
14. Spartan Drywall warrants all work for a period of ____ months following completion.

ARTICLE 6. OTHER TERMS

Signed this ____ day of _____, 20 ____.

Owner

Contractor