

CONCRETE CONTRACT

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This Concrete Contract (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] holding contractor license [LICENSE NUMBER, IF APPLICABLE], with its principal place of business at [CONTRACTOR ADDRESS] ("**Contractor**"); and

[CLIENT LEGAL NAME], [an individual / a STATE ENTITY TYPE] with an address at [CLIENT ADDRESS] ("**Client**").

Contractor and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Contractor to furnish the labor, materials, and equipment to perform concrete flatwork and related work at the property described below, and Contractor wishes to perform that work on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Scope of Work

1.1 **Project site.** Contractor will perform the Work at [PROPERTY ADDRESS] (the "**Site**").

1.2 **Work.** "**Work**" means the concrete work described in **Exhibit A**, which may include site preparation, excavation, grading, forming, reinforcement, placement, finishing, jointing, curing, and stripping of forms for the [DRIVEWAY / PATIO / SIDEWALK / SLAB / FOUNDATION / OTHER], performed in a workmanlike manner consistent with generally accepted industry practice.

1.3 **Specifications.** The concrete will be placed to the dimensions, thickness, mix design (approximately [PSI] at [NUMBER] days), reinforcement, and finish described in **Exhibit A**. Where Exhibit A is silent, Contractor will use materials and methods reasonable for the intended use.

1.4 **Exclusions.** Unless stated in Exhibit A, the Work excludes engineering or soils analysis, retaining structures, drainage design, utility relocation, removal of unsuitable subgrade material beyond [DEPTH], sealing, decorative coatings, and landscaping or restoration beyond the Work footprint.

1.5 **Change orders.** Either Party may request a change. A change takes effect only when both Parties sign a written change order describing the change and its impact on price and schedule. Contractor is not obligated to perform out-of-scope work until a change order is signed.

2. Schedule

2.1 **Start and completion.** Contractor will begin the Work on or about [START DATE] and will use commercially reasonable efforts to substantially complete it by [TARGET COMPLETION DATE], subject to weather, concrete-supplier availability, inspections, and approved changes.

2.2 Weather and curing. Client acknowledges that concrete placement and curing are weather-dependent. Contractor may reschedule placement for temperature, precipitation, or other conditions that would impair quality, and curing times must be respected before the work area may be used.

3. Price and Payment

3.1 Contract price. Client will pay Contractor a total price of **[\$[AMOUNT]]** for the Work as detailed in **Exhibit B**, or on a **[UNIT-PRICE per square foot / TIME-AND-MATERIALS]** basis if so stated. Amounts are in **[CURRENCY, e.g. US dollars]** and are exclusive of applicable taxes unless stated.

3.2 Payment schedule. Client will pay: (a) a deposit of **[\$[AMOUNT]]** on signing; (b) **[\$[AMOUNT or PERCENT]]** at **[MILESTONE, e.g. on placement]**; and (c) the balance within **[NUMBER, e.g. 10]** days after substantial completion, as detailed in Exhibit B.

3.3 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid. Contractor may pause the Work on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

3.4 Lien notice. Contractors, subcontractors, and suppliers who furnish labor or materials may have mechanic's-lien rights against the Property if not paid. The Parties will comply with applicable lien-notice and waiver requirements, and Contractor will provide reasonable lien waivers on receipt of payment.

4. Site Conditions and Client Responsibilities

4.1 Access and utilities. Client will provide access to the Site, a water source, and a location for concrete-truck access, and will identify the location of private underground utilities, irrigation, and septic components.

4.2 Utility locates. Before excavation, the Parties will arrange for marking of public underground utilities through the applicable locate service. Contractor is not responsible for damage to unmarked or mismarked private lines.

4.3 Subgrade and concealed conditions. Pricing assumes suitable, stable subgrade and the conditions described in Exhibit A. If Contractor encounters rock, unsuitable soils, groundwater, buried debris, or other concealed conditions, the Parties will address the impact through a change order.

5. Concrete Performance, Cracking, and Warranty

5.1 Nature of concrete. Client acknowledges that concrete is a rigid material that naturally shrinks and can crack as it cures. Hairline and minor shrinkage, control-joint, and temperature cracking are normal, are not defects, and are not covered by warranty.

5.2 Color and finish variation. Variations in color, shade, texture, and minor surface imperfections are inherent to concrete and are not defects.

5.3 Workmanship warranty. Contractor warrants that the Work will be performed in a workmanlike manner and free from material defects in workmanship for **[NUMBER, e.g. 12]** months after substantial completion. Contractor's sole obligation is to repair or replace Work that fails to meet this standard, excluding the conditions in Sections 5.1 and 5.2.

5.4 Exclusions. The warranty does not cover damage from settlement of soils not prepared by Contractor, ground movement, tree roots, deicing chemicals, overloading, improper drainage directed at the Work, or events beyond Contractor's control.

6. Insurance, Liability, and Indemnification

6.1 Insurance. Contractor will maintain, at its expense, commercial general liability insurance of at least **[AMOUNT, e.g. \$1,000,000]** per occurrence and any workers' compensation insurance required by applicable law, and will provide a certificate of insurance on Client's written request.

6.2 Limitation of liability. Except for the excluded matters in Section 6.4, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and Contractor's total aggregate liability arising out of or related to this Agreement will not exceed the contract price.

6.3 Client indemnity. To the extent permitted by applicable law, Client will defend and indemnify Contractor against third-party claims arising from inaccurate utility or boundary information Client provided, conditions on the Property that Contractor did not cause, or Client's use of the Work before curing is complete.

6.4 Exclusions. The limitations in Section 6.2 do not apply to a Party's gross negligence or willful misconduct, to bodily injury caused by a Party's negligence, or to liability that applicable law does not allow to be limited.

7. Permits and Compliance

7.1 Permits. The Parties will agree in writing who obtains and pays for required permits. Contractor will perform the Work in compliance with applicable building codes and inspection requirements within its scope.

7.2 Inspections. Contractor will coordinate required inspections and will not cover or finish Work that must be inspected until the inspection has occurred, unless otherwise directed in writing by Client.

8. Termination and General Provisions

8.1 Termination for convenience. Either Party may terminate this Agreement on **[NUMBER, e.g. 7]** days' written notice. On termination, Client will pay for Work performed, materials ordered, and reasonable demobilization costs through the effective date of termination.

8.2 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER, e.g. 5]** days after written notice describing the breach.

8.3 Independent contractor. Contractor is an independent contractor and controls the manner and means of performing the Work. Nothing creates a partnership, joint venture, agency, or employment relationship.

8.4 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

8.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.6 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including weather, material shortages, and labor disruptions, provided it gives prompt notice and uses reasonable efforts to mitigate.

8.7 Entire agreement; amendment. This Agreement, including its Exhibits and change orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.8 Severability; waiver; counterparts. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CONTRACTOR

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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