

DEMOLITION CONTRACT

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This Demolition Contract (this "**Contract**") 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] with its principal place of business at [CONTRACTOR ADDRESS], holding contractor license no. [LICENSE NUMBER] ("**Contractor**"); and

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

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

Recitals. Owner owns or controls the real property located at [PROJECT ADDRESS] (the "**Property**") and wishes to engage Contractor to demolish and remove the structure or improvements described below. Contractor is licensed, equipped, and experienced in demolition work and wishes to perform that work on the terms set out in this Contract. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Work

1.1 The Work. Contractor will furnish all labor, supervision, equipment, tools, and services necessary to demolish, dismantle, and remove the following (the "**Work**"): [DESCRIBE STRUCTURE(S) AND IMPROVEMENTS, e.g. a 2,400 sq. ft. single-story wood-frame residence, attached garage, and concrete driveway], together with hauling and lawful disposal of all resulting debris.

1.2 Inclusions. Unless stated otherwise, the Work includes site protection, dust and debris control, capping or disconnecting affected utilities at the points designated by the utility provider, backfill and rough grading of any resulting excavation with [CLEAN FILL / SPECIFIED MATERIAL], and removal of the Contractor's equipment on completion.

1.3 Exclusions. The Work does not include [e.g. hazardous-material abatement beyond Section 5, soil remediation, tree removal, fencing, or landscaping] unless added by written change order under Section 9. Any item not expressly included is excluded.

1.4 Salvage. Title to salvageable materials is [OWNER'S / CONTRACTOR'S]. If salvage belongs to Owner, Contractor will segregate the items listed on [EXHIBIT A] and deliver them to Owner; all other debris becomes Contractor's property for disposal.

1.5 Standard of performance. Contractor will perform the Work in a good and workmanlike manner, consistent with generally accepted demolition industry standards and all applicable building, safety, and environmental codes.

2. Permits, Approvals, and Utilities

2.1 Permits. Contractor will obtain and pay for the demolition permits, licenses, and inspections required to perform the Work, except those that local rule places on the property owner, which Owner will obtain with Contractor's reasonable assistance.

2.2 Utility disconnection. Before any demolition begins, all gas, electric, water, sewer, and other utilities serving the structure must be disconnected, capped, or made safe by the responsible utility or a licensed trade. Contractor will not commence demolition until it has confirmed each utility is safely disconnected and documented in writing.

2.3 Locates. Contractor will request and confirm underground utility locates through the applicable one-call service before any excavation or below-grade work, in accordance with local "call before you dig" requirements.

2.4 Owner cooperation. Owner will provide timely access to the Property, any survey, plans, or records in Owner's possession, and the approvals reasonably required for Contractor to perform.

3. Schedule

3.1 Commencement and completion. Contractor will begin the Work on or about [START DATE] and substantially complete it within [NUMBER] calendar days, subject to permits, weather, utility disconnection, and any Excusable Delay.

3.2 Excusable Delay. A delay caused by an event beyond Contractor's reasonable control — including severe weather, unmarked or mislocated utilities, undisclosed site conditions, hazardous materials, permitting delays, or Owner-caused delay — is an "Excusable Delay" and extends the schedule by the time lost, without penalty to Contractor.

3.3 Working hours. Work will be performed during [e.g. 7:00 a.m. to 6:00 p.m., Monday through Saturday], or as restricted by local noise and nuisance ordinances, which control if more limiting.

4. Site Conditions and Safety

4.1 Site security. Contractor will secure the active demolition area with fencing, barriers, and signage as required by applicable safety rules and will restrict access to authorized personnel.

4.2 Dust, noise, and vibration control. Contractor will use commercially reasonable measures — including water suppression and scheduling — to control dust, debris migration, noise, and vibration affecting neighboring property.

4.3 Protection of adjacent property. Contractor will take reasonable measures to protect adjacent structures, improvements, landscaping, utilities, and public ways designated to remain, and will repair or be responsible for damage to them caused by its negligence.

4.4 Safety compliance. Contractor is responsible for the safety of its personnel and the demolition site and will comply with all applicable occupational-safety and health requirements, including those of the governing federal and state agencies. Contractor will maintain a competent on-site supervisor at all times during active Work.

4.5 Concealed conditions. If Contractor encounters concealed or unforeseen conditions that materially differ from those reasonably anticipated — including unmarked utilities, structural conditions, voids, or buried materials — Contractor will stop affected Work, promptly notify Owner, and the Parties will address the condition by change order under Section 9.

5. Hazardous Materials

5.1 Owner disclosure. Owner will disclose in writing any known presence of asbestos, lead-based paint, mold, contaminated soil, underground storage tanks, or other hazardous or regulated materials at the Property before Work begins.

5.2 Pre-demolition survey. Unless a survey is provided, the Parties acknowledge that a hazardous-materials survey **[HAS / HAS NOT]** been completed. Demolition of many structures requires an asbestos and lead survey under applicable environmental law, and the responsible Party is **[OWNER / CONTRACTOR]**.

5.3 Abatement. Abatement, handling, and disposal of hazardous or regulated materials is **[NOT PART OF THE WORK and will be performed by a licensed abatement contractor at Owner's expense / part of the Work as separately scoped and priced]**. Contractor is not obligated to disturb hazardous materials outside its scope.

5.4 Discovery during Work. If hazardous materials not previously disclosed are discovered during the Work, Contractor will stop affected Work, secure the area, notify Owner, and the Parties will proceed only after the materials are lawfully addressed. Any resulting delay is an Excusable Delay and any added cost is handled by change order.

5.5 Disposal and manifests. All debris and regulated waste will be transported and disposed of only at lawfully permitted facilities, and the responsible Party will retain disposal records, weight tickets, and any required waste manifests.

6. Compensation and Payment

6.1 Contract price. Owner will pay Contractor a total price of **[\$AMOUNT]** for the Work (the "Contract Price"), **[as a fixed lump sum / on a unit or time-and-materials basis as set out in EXHIBIT B]**.

6.2 Deposit. Owner will pay a deposit of **[\$AMOUNT or %]** on signing. Local law may cap deposits or down payments for this type of work; the deposit will not exceed the maximum permitted by applicable law.

6.3 Progress and final payment. The balance is payable **[ON COMPLETION / per the schedule in EXHIBIT B]**. Owner will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of receipt.

6.4 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.

6.5 Lien rights. Contractor may have statutory mechanic's lien rights for unpaid amounts. The Parties will exchange lien waivers conditioned on payment as each payment is made, and a final lien waiver on final payment.

7. Insurance and Indemnification

7.1 Contractor insurance. Contractor will maintain, at its expense, commercial general liability insurance of at least **[\$AMOUNT]** per occurrence, workers' compensation as required by law, and **[automobile and any demolition-specific]** coverage. Contractor will name Owner as an additional insured and provide certificates on request.

7.2 Indemnification by Contractor. Contractor will defend, indemnify, and hold Owner harmless from third-party claims for bodily injury, death, or property damage to the extent caused by Contractor's negligence or willful misconduct in performing the Work, subject to Section 8.

7.3 Indemnification by Owner. Owner will defend, indemnify, and hold Contractor harmless from third-party claims to the extent arising from Owner's instructions, Owner's failure to disclose known conditions, or

pre-existing hazardous materials not within Contractor's scope, subject to Section 8.

7.4 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation. Neither Party will settle a claim imposing liability on the other without consent.

8. Limitation of Liability

8.1 Indirect damages. Except for the excluded matters in Section 8.3, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility.

8.2 Cap. Except for the excluded matters in Section 8.3, Contractor's total aggregate liability arising out of this Contract will not exceed the greater of the Contract Price or the proceeds of applicable insurance.

8.3 Exclusions from the limits. The limits in Sections 8.1 and 8.2 do not apply to a Party's indemnification obligations, gross negligence or willful misconduct, bodily injury or death, or liability that cannot be limited by law.

9. Changes

9.1 Change orders. Either Party may request a change to the Work. A change takes effect only when both Parties sign a written change order describing the change and its effect on the Contract Price and schedule.

9.2 Out-of-scope work. Contractor is not obligated to perform out-of-scope work until a change order is signed, except emergency work reasonably necessary to protect persons or property, which will be addressed by change order afterward.

10. Warranty and Site Restoration

10.1 Workmanship. Contractor warrants that the Work will be free from defects in workmanship for [NUMBER, e.g. 12] months after substantial completion and will correct warranted defects at no charge to Owner.

10.2 Site condition at completion. On completion, Contractor will remove its equipment and debris and leave the site [graded, free of demolition debris, and in the condition described in EXHIBIT A].

11. Termination

11.1 For convenience. Owner may terminate the Work for convenience on [NUMBER] days' written notice, in which case Owner will pay Contractor for Work performed and costs reasonably incurred through termination, including demobilization.

11.2 For cause. Either Party may terminate on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice describing the breach.

12. General Provisions

12.1 Independent contractor. Contractor is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship.

12.2 Governing law and venue. This Contract 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].

12.3 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion within [NUMBER] days of written notice. [OPTIONAL: mediation or arbitration — discuss

with counsel.]

12.4 **Assignment.** Neither Party may assign this Contract without the other's prior written consent.

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

12.6 **Entire agreement; amendment.** This Contract, with its exhibits and change orders, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

12.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

12.8 **Counterparts and electronic signature.** This Contract 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 Contract as of the Effective Date.

CONTRACTOR

OWNER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

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

Date: _____

Date: _____

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