

GENERAL CONTRACTOR AGREEMENT

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

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

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CONTRACTOR ADDRESS], holding contractor license no. [LICENSE NUMBER] ("**Contractor**").

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

Recitals. Owner is the owner of, or has authority over, the real property located at [PROJECT ADDRESS] (the "**Property**") and wishes to engage Contractor to furnish the labor, materials, equipment, and services necessary to construct or improve the Property as described below (the "**Project**"). Contractor is a licensed general contractor and wishes to perform the work on the terms below. 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, materials, tools, equipment, supervision, and services necessary to complete the construction described in the plans, specifications, and scope summary attached as **Exhibit A** (collectively, the "**Work**"), in a good and workmanlike manner.

1.2 Plans and specifications. The Work will conform to the plans and specifications in **Exhibit A**. If the plans and specifications conflict with this Agreement, [this Agreement / the plans and specifications] controls, unless a written change order states otherwise.

1.3 Permits and approvals. Contractor will obtain and pay for the building permits and inspections required to perform the Work, unless **Exhibit A** assigns a specific permit to Owner. Owner will provide reasonable cooperation and access needed to obtain approvals.

1.4 Standards and codes. Contractor will perform the Work in compliance with all applicable building codes, zoning rules, and other laws in effect where the Property is located. Contractor will correct, at its expense, any Work that fails to meet those standards due to Contractor's act or omission.

1.5 Exclusions. The Work does not include any item not described in **Exhibit A**. Items reasonably understood to be excluded include [e.g. landscaping, appliances, furnishings, hazardous-material abatement] unless added by change order.

2. Contract Price and Payment

2.1 Contract price. Owner will pay Contractor the total contract price of [AMOUNT] for the Work, on a [FIXED-PRICE / COST-PLUS / GUARANTEED MAXIMUM PRICE] basis, subject to additions and deductions by change order.

2.2 Deposit. Owner will pay a deposit of [AMOUNT / PERCENTAGE] on signing. Some jurisdictions limit the deposit a contractor may collect for residential work; the deposit will not exceed the maximum permitted by applicable law.

2.3 Progress payments. Owner will make progress payments according to the schedule in **Exhibit B** (for example, on completion of defined milestones or on a monthly basis against a schedule of values). Each invoice will describe the Work completed and materials supplied since the prior invoice.

2.4 Payment timing and retainage. Owner will pay each undisputed invoice within [NUMBER, e.g. 10] days of receipt. Owner may retain [e.g. 10%] of each progress payment as retainage, to be released upon final completion and expiration of any applicable lien period, subject to limits under applicable law.

2.5 Final payment. Owner will pay the final balance, including retainage, within [NUMBER] days after (a) final completion of the Work, (b) final inspection and approval, and (c) Contractor's delivery of final lien waivers as required by Section 7.

2.6 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. Contractor may suspend the Work on [NUMBER] days' written notice if an undisputed amount remains unpaid past its due date.

3. Schedule and Completion

3.1 Commencement and completion. Contractor will commence the Work on or about [START DATE] and will achieve substantial completion on or about [TARGET COMPLETION DATE], subject to extensions under this Section.

3.2 Substantial completion. "Substantial Completion" occurs when the Work is sufficiently complete that Owner can occupy or use the Property for its intended purpose, except for minor punch-list items.

3.3 Excusable delay. The completion date will be equitably extended for delays beyond Contractor's reasonable control, including weather, force majeure, Owner changes, Owner delays, hidden conditions, and permitting delays not caused by Contractor, provided Contractor gives prompt written notice.

3.4 Punch list. On Substantial Completion, the Parties will jointly prepare a punch list of remaining items. Contractor will complete punch-list items within [NUMBER] days, weather and access permitting.

4. Change Orders

4.1 Changes. 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.

4.2 No oral changes. Contractor is not obligated to perform, and Owner is not obligated to pay for, changed or extra work performed without a signed change order, except in a documented emergency to protect life or property.

4.3 Concealed conditions. If Contractor encounters concealed or unforeseen site conditions that differ materially from those reasonably anticipated, Contractor will notify Owner, and the Parties will execute a change order addressing the resulting cost and time impact.

5. Materials, Subcontractors, and Site

5.1 Materials. Contractor will furnish new materials of good quality unless the specifications state otherwise. Title to materials passes to Owner upon payment or incorporation into the Work, whichever is earlier.

5.2 Subcontractors. Contractor may engage qualified, licensed subcontractors to perform portions of the Work but remains fully responsible for their work and for paying them. Contractor will require its subcontractors to comply with the relevant terms of this Agreement.

5.3 Site conditions and access. Owner will provide Contractor reasonable access to the Property and to utilities needed to perform the Work. Contractor will keep the site reasonably clean and free of accumulated debris and will remove its waste on completion.

5.4 Safety. Contractor is responsible for the safety of its own operations and will implement reasonable safety measures consistent with applicable occupational safety requirements.

6. Insurance and Indemnification

6.1 Contractor insurance. Contractor will maintain, at its expense, commercial general liability insurance of at least **[AMOUNT]** per occurrence, automobile liability, and workers' compensation as required by applicable law. Contractor will name Owner as an additional insured where reasonably requested and provide certificates of insurance.

6.2 Owner insurance. Owner will maintain property insurance covering the Property and existing structures as appropriate to the Project.

6.3 Indemnification. To the fullest extent permitted by applicable law, Contractor will defend, indemnify, and hold harmless Owner from third-party claims for bodily injury, death, or property damage to the extent caused by the negligence or willful misconduct of Contractor or its subcontractors in performing the Work. Owner will indemnify Contractor to the extent a claim arises from Owner's negligence or willful misconduct.

7. Liens and Waivers

7.1 Lien waivers. With each progress payment and at final payment, Contractor will provide, and will obtain from its subcontractors and suppliers, lien waivers in a form reasonably acceptable to Owner for the amounts paid.

7.2 Payment of subcontractors. Contractor will promptly pay its subcontractors and suppliers for amounts properly due. Contractor will keep the Property free of liens arising from Contractor's failure to pay parties it engaged.

7.3 Statutory notices. Mechanics' lien and preliminary-notice rights vary by jurisdiction. The Parties acknowledge that applicable law may require specific notices; each Party is responsible for any notices the law assigns to it.

8. Warranty

8.1 Workmanship warranty. Contractor warrants that the Work will be free from defects in materials and workmanship for **[NUMBER, e.g. 12]** months after Substantial Completion, except for normal wear, Owner misuse, or alterations by others.

8.2 Warranty remedy. During the warranty period, Contractor will, at its expense, repair or replace defective Work covered by Section 8.1 within a reasonable time after written notice.

8.3 Manufacturer warranties. Contractor will assign to Owner any transferable manufacturer or supplier warranties for materials and equipment incorporated into the Work. This warranty is in addition to any warranties implied by applicable law that cannot be waived.

9. Default, Termination, and Dispute Resolution

9.1 **Owner default.** If Owner fails to make an undisputed payment when due and does not cure within [NUMBER] days of written notice, Contractor may suspend or terminate the Work and recover amounts due for Work performed.

9.2 **Contractor default.** If Contractor materially fails to perform and does not cure within [NUMBER] days of written notice, Owner may terminate and engage others to complete the Work, offsetting reasonable completion costs against amounts otherwise due to Contractor.

9.3 **Termination for convenience.** Owner may terminate for convenience on [NUMBER] days' written notice, paying Contractor for Work performed, materials ordered, and reasonable demobilization costs through the termination date.

9.4 **Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion and, if unresolved, through [MEDIATION / ARBITRATION — discuss with counsel]. This Agreement is governed by the laws of the State of [STATE], and the Parties submit to the courts located in [COUNTY, STATE].

10. General Provisions

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

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

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

10.4 **Entire agreement; amendment.** This Agreement, together with its Exhibits and signed 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.

10.5 **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.

10.6 **Counterparts and electronic signature.** 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.

OWNER

CONTRACTOR

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE / N/A]

Title: [TITLE]

License no.: [N/A]

License no.: [LICENSE NUMBER]

Date: _____

Date: _____

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