

URL: SAMPLE FORMAT OF CONTRACTOR AGREEMENT

SAMPLE FORMAT OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement between Owner and Contractor (the "Agreement") is effective [DATE], between:

[NAME OF YOUR COMPANY] (here on referred to as the " Contractor "), an organisation established as per the relevant laws of [STATE/PROVINCE], with its head office located at [MENTION FULL ADDRESS OF COMPANY]

AND:

[NAME OF OWNER] (here on referred to as the " Owner "), an individual R/o. [MENTION FULL ADDRESS OF COMPANY], OR organisation established as per the relevant laws of [STATE/PROVINCE], with its head office located at [MENTION FULL ADDRESS OF COMPANY]

WHEREAS, Owner is of the opinion that the Contractor is well qualified for execution of the work, all relevant factors considered, and that such work done by contractor will be in furtherance of Owner's main object of business.

NOW THEREFORE, in consideration of the mutual agreement conveyed herein and with an intention to be legally bound, the parties hereto agree as follows:

1. MATERIAL AND LABOR PROVIDED

The Contractor agrees to fulfill all the material and labor requirement for performance of the following work :

[PROVIDE DESCRIPTION OF WORK TO BE PERFORMED]

as shown by the sketches(s) and elaborated in the descriptions prepared by [MENTION NAME] and made available by the Owner, which are acknowledged by the signatures of all the parties to this agreement and which form constitute a part of this agreement.

The Contractor agrees to fulfill and compensate for all costs relating to materials, tools and equipments necessary for the processing and completion of the work in a timely manner. Unless otherwise specified, all materials shall be new and of good quality.

For the execution of the work, the Contractor can employ sufficient number of skilled workers for effective execution of the work.

2. PAYMENT

The Owner hereby agrees to make payment of [MENTION AMOUNT] for all the aforesaid materials, labor and equipments to the Contractor. This amount will be remitted in the manner mentioned below:

[PROVIDE DESCRIPTION OF TIMING AND MODE OF PAYMENT]

3. COMPLETION OF THE WORK

The Contractor agreed to complete various portions of the above-mentioned work either on or before the following dates:

[INSERT DATES]

and the entire above-described work shall be completed no later than [COMPLETION DATE].

4. MODIFICATIONS TO THE WORK

The Contractor shall convey all deviations and modifications in the work allotted by the Owner in writing. If such modification leads to any increase or decrease in the cost and contract price, then such change

must be presented in writing by the Contractor to the Owner. And only after a written approval for such change is received from the Owner, the Contractor shall proceed with the work incorporating such change or revision.

5. ACCESS

The work site and all the related documentation can be accessed at all times by the Owner, his representative or public authorities.

6. CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

If during the period of contract or within a period of one year from the date of its completion, any inconsistency in the work from the above mentioned sketches or descriptions or defects are found, as a result of lack in workmanship or faulty materials by the contractor, then the Contractor shall re-execute the work.

7. INSURANCE COVERAGE

The Owner agrees to maintain full insurance for the above-mentioned work during the course of the contract, in his own name and on the name of the Contractor.

The Contractor shall obtain insurance for protecting himself against claims for damage of property, any kind of bodily injury or loss of life due to his acts in performance of this agreement.

8. DELAYS

If the performance of this agreement is delayed due to acts of God, natural calamity, fire or any other unavoidable circumstances; or by labor strikes, delay in delivery of materials; or due to neglect on the part of the Owner; the timeline of the work shall be extended for the same period as the delay occasioned.

9. INDEMNIFICATION

Unlike the above mentioned cases if there is delay in the execution of the work as a result of neglect on the part of the Contractor, the Contractor will pay the Owner a sum of [MENTION AMOUNT] per [DAY/WEEK/MONTH] as damages until the completion of work.

10. NO ASSIGNMENT

Neither party to the contract will have the right to assign any interest or rights arising under this agreement without obtaining the written consent of the other party, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

11. GOVERNING LAW

This agreement shall be interpreted under laws of the [State/Province] of [STATE/PROVINCE].

12. ATTORNEY'S FEES

Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date mentioned above.

OWNER

CONTRACTOR

Authorized Signatory

Authorized Signatory

(Name and Title)

(Name and Title)