

CONSTRUCTION CONTRACT

This agreement made this _(1)_ day of ____ (2) _____, 19__ (3) __,
by and between

_____ (4) _____, of _____ (5) _____, herein referred to as
"owner", and

_____ (6) _____, of _____ (7) _____, herein referred to as
"contractor".

Owner and contractor in consideration of the mutual covenants
hereinafter set forth

agree as follows:

SECTION ONE

STRUCTURE AND SITE

Contractor shall furnish all labor and materials necessary to
construct a ____ (8) _____,

upon the following described property, which owner warrants he owns, free
and clear of liens and

encumbrances: _____ (9) _____.

SECTION TWO

PLANS

Contractor shall construct the structure in conformance with the
plans, specifications,

and breakdown and binder receipt signed by contractor and owner, and will
do so in a

workmanlike manner. Contractor is not responsible for furnishing any improvements other than

the structure, such as landscaping, grading, walkways, painting, sewer or water systems, steps,

driveways, patios and aprons, etc., unless they are specifically stated in the breakdown.

SECTION THREE

PAYMENT

Owner shall pay contractor the sum of ___(10)___ Dollars (\$_____) in installments

as set forth in the escrow instructions or the primary lender's schedule (whichever is applicable)

signed by owner. In the event any installment is not paid when due, contractor may stop work

until payment is made and for five (5) days thereafter. In the event any installment is not paid

within ten (10) days after it is due, contractor may take such action as may be necessary,

including legal proceedings, to enforce its rights hereunder.

SECTION FOUR

PREPARATION

Prior to the start of construction, owner shall provide a clear, accessible building site,

properly excavated and correctly zoned for the structure, and shall identify the boundaries of

owner's property by stakes at all corners. Owner shall maintain such stakes in proper position

throughout construction. In the event contractor cannot obtain a building permit within thirty (30)

days of the date of this agreement, contractor may declare the agreement of no further force or

effect.

SECTION FIVE

UTILITIES

Prior to the start of construction, and at all times during construction, owner shall provide

and maintain, at owner's sole expense, an all-weather roadway to the building site, and water

and electrical service, including 220 amp outlet. Owner shall, at owner's expense, connect

permanent electrical service, gas service or oil service, whichever is applicable, and tanks and

lines to the structure upon acceptable cover inspection and prior to wall covering. Owner shall, at

owner's expense, connect sewage disposal and water lines to the structure within fifteen (15)

days after the rough plumbing is complete.

SECTION SIX

RESPONSIBILITY

Contractor shall not be responsible for claims arising out of improper placement or

positioning of boundary stakes or house stakes; nor shall contractor be responsible for damages

to persons or property occasioned by owner or his agents, third parties, acts of God or other

causes beyond contractor's control. Owner shall hold contractor completely harmless from, and

shall indemnify contractor for, all costs, damages, losses, and expenses, including judgments

and attorneys fees, resulting from claims arising from causes enumerated in this paragraph.

SECTION SEVEN

POSSESSION

Owner shall not have possession of the structure until such time as all payments or other

obligations required to them as set forth in this agreement have been fully paid or performed by

them. If possession of structure is taken by owner before the above obligations are met, without

the written consent of contractor, it shall be considered as acceptance of the structure, by the

owner, as complete and satisfactory.

SECTION EIGHT

GENERAL PROVISIONS

Owner agrees to promptly complete the necessary requirements to obtain financing and

to prepare the site for construction. There are no understandings or agreements between

contractor and owner other than those set forth in this agreement and in the documents referred

to in Sections Two and Three. No other statement, representation or promise has been made to

induce either party to enter into this agreement. This agreement and the documents referred to

in Sections Two and Three may not be modified or amended except by written agreement of the

parties. In witness whereof, the parties have executed this agreement the day and year first

written above.

Witnesses

Owner

_____ (11) _____

_____ (12) _____

_____ (11) _____

Witnesses

Contractor

_____ (11) _____

_____ (13) _____

_____ (11) _____

NOTICE

The information in this document is designed to provide an outline that you can follow

when formulating business or personal plans. Due to the variances by many local, city, county

and state laws, we recommend that you seek professional legal counseling before entering into

any contract or agreement.