



## AGREEMENT

Between the Owner: **Owner Name**  
**Owner Address**  
**City, State Zip**

And the Contractor: **Acorn Construction & Remodeling, LLC.**  
**134 D. Westpark Road**  
**Dayton, Ohio 45459**  
**937-608-8558**

For the Project: **Detailed description of the Project**

### ARTICLE 1. CONTRACT DOCUMENTS

**1.1** The contract documents consist of this agreement, Construction Estimate and/or Scope of Work, Supporting drawings and/or specifications, Schedule, Change Orders when required and the Certificate of Completion.. The Contractor shall provide all documents noted herein to the Owner. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement.

### ARTICLE 2. PROJECT

**2.1** The Contractor agrees to complete the above-mentioned project pursuant to the Contract Documents.

### ARTICLE 3. TIME OF COMPLETION

**3.1** The approximate commencement date of the project shall be **(Month), 2010**. The approximate completion date of the project shall be **(Month), 2010**. Change orders and/or weather conditions might delay or otherwise affect the completion date. Owner will allow Contractor to work on the weekends at the request of Contractor.

### ARTICLE 5. PROGRESS PAYMENTS

**5.1** The Owner and the Contractor acknowledge that the Owner will pay a sum of **< Sum of contract written and (\$ xxxxx.xx)>**, upon signing of this contract.

By Contractor: \_\_\_\_\_

By Owner: \_\_\_\_\_

5.2 The Owner will make payments to the contractor **for** labor and materials pursuant to attached Schedule.

5.3 If payment is not received by the Owner within **(3 days)** days after delivery of an invoice contractor shall have the right to stop work or terminate the contract at his option. Termination by Contractor under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination.

#### **ARTICLE 6. DUTIES OF THE CONTRACTOR**

6.1 All work shall be in accordance with of the plans and specifications.

6.2 All work shall be completed in a workman like manner, and shall comply with all applicable national, state and local building codes and laws.

6.3 Contractor shall make application for permits necessary for the work to be completed. Owner agrees to reimburse Contractor for cost of permits.

6.4 Contractor shall remove all construction debris and leave the project in a broom clean condition.

6.5 The Contractor will have control of construction means, methods, techniques, sequences, and procedures in connection with the project.

#### **ARTICLE 7. OWNER**

7.1 The Owner shall communicate with subcontractors only through the Contractor and shall only pay the contractor.

7.2 The Owner acknowledges that even with reasonable precautions, construction activities cause dust and airborne debris to settle on the property. The Owner agrees to clean all areas of the property other than the project area and shall hold the Contractor harmless from said "cleaning".

7.3 The Owner acknowledges that grass, soil, asphalt, concrete, and landscape areas may be damaged by trucks, or heavy equipment when used during the Project efforts. The Owner shall hold the Contractor harmless from said "damages".

7.4 The Owner acknowledges this contract supersedes any agreement made orally. All change orders or special customer requests must be documented in a Change Order.

**ARTICLE 8. CHANGE ORDERS**

**8.1** A Change Order is any change to the original plans and/or specifications. All change orders will be agreed upon in writing, including cost, additional time considerations, and signed by both parties.

**8.2** Contractor will notify Owner in writing via Change Request if additional work effort or costs are required to complete the project.

**ARTICLE 9. INSURANCE**

**9.1** The Owner will purchase and maintain property insurance to the full and insurable value of the project, in case of a fire, vandalism, malicious mischief or other instances that may occur.

**9.2** The Contractor shall purchase and maintain needed Workman's Compensation and Liability insurance coverage as required by law and deemed necessary for his own protection.

**ARTICLE 10. UNKNOWN CONDITIONS**

**10.1** Even the best contractors encounter circumstances that could not be reasonably foreseen. Thus if the physical conditions differ from that which the Contractor reasonably assumed them to be at the time his estimate was made, written notice from the Contractor shall immediately be given to the Owner about the newly-discovered physical condition, and the parties to this contract agree to negotiate either a different construction schedule, price or completion date, any or all, as the case may be and if agreement cannot be reached, the contract shall terminate. Owner shall be responsible for all work completed to the date of termination.

**ARTICLE 11. ARBITRATION**

**11.1** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by a local court mediator selected from the Montgomery County Court mediators' list.

**11.2** The prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

**ARTICLE 13. LIMITATION ON CAUSE OF ACTION**

**13.1** No legal action of any kind relating to the project may be initiated by Owner against Contractor, after ninety days (**90**) from the date of the project completion or cessation of work.

**ARTICLE 14. TERMINATION OF THE CONTRACT**

**14.1** If the Owner or the Contractor shall default on the contract, the non-defaulting party may declare the contract in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including reasonable attorney's fees. In the case of a defaulting Owner, the down payment shall be applied to the damages.

**ARTICLE 15. ACCEPTANCE AND OCCUPANCY**

**15.1** Upon completion, the Owner and the Contractor shall inspect the project, and any punch list items shall be completed by Contractor.

**15.2** The Owner shall not occupy the property until final payment has been received by the Contractor and a Certificate of Occupancy has been obtained if required.

**15.3** Occupancy of the project by the Owner in violation of Article 15.2, shall constitute unconditional acceptance of the project.

**15.4** The Owner and the Contractor agree to complete the Certificate of Completion within **(1 day)** after Contractor verbally advises Owner the Project is complete. If the Certificate of Completion is signed by Contractor and Owner, Owner shall pay all outstanding balances at that "Completion" conference, and not any time thereafter and all outstanding balances are due immediately.

\_\_\_\_\_ Date \_\_\_\_\_  
**Contractor Signature**

  X   \_\_\_\_\_ \   X   \_\_\_\_\_ Date \_\_\_\_\_  
**Owner by:**