

Agreement To Do Work

This agreement made this _____ day of _____ 20____ between

hereinafter called OWNER, whose address is

_____ and _____

(S.S.# _____) hereinafter called CONTRACTOR, whose address is _____.

The Owner and the Contractor for the considerations hereinafter named agree as follows:

1. **The Contractor agrees** to provide all materials and work in strict accordance with:
 - A. AIA Document A201 "General Conditions of the Contract for Construction" Latest Edition, published by The American Institute of Architects; 1735 New York Avenue-N.W.; Washington, D.C.; 20006. Where the word "Architect" appears in this document it shall be understood to refer to the Owner's Representative.
 - B. Real Estate Investment Course Form, "Specifications For Doing Work".
 - C. Job Specifications:

 - D. _____

 - E. Drawings (if there be any designated by the Specifications) dated _____.

Above documents are hereby made a part of, and subject to, all provisions of this contract.

2. CONTRACTOR'S PROPOSAL

In the event that the Contractor's Proposal is attached to this contract, it shall be understood that all material and work shall be substantially as described and listed in the proposal, but documents listed in Article (1) shall govern and shall be complied with by the Contractor. Furthermore, all material and work called for by this contract shall be provided by the Contractor whether or not such material and work is listed or specified in his proposal.

3. CONTRACTOR TO PROVIDE

Contractor is to provide labor, tools and materials as required to complete work. Contract price is for labor and tools only. The actual cost of materials included in the work will be paid by the Owner. Contractor shall provide a list of materials required and their cost prior to material purchase.

4. COMPLETION TIME

Contractor shall start work immediately and complete the work within _____ calendar days. It is understood that the Owner will suffer a loss due to the failure of the Contractor to meet this TIME FOR COMPLETION requirement.

It is therefore agreed that the total contract price will be reduced by the amount of _____ Dollars (\$ _____) for each day beyond the scheduled completion time that the work remains uncompleted.

The Contractor shall not be liable for loss, damage, detention or delay resulting from causes beyond his reasonable control.

Owner has the option to cancel this contract without obligation if the work is not started promptly and pursued with sufficient labor to maintain a schedule for completion in the time stated above. Work stopped for four (4) consecutive days shall be considered abandoned.

5. OWNER'S EQUIPMENT

Should the Contractor borrow or use any tools, vehicle, or other equipment belonging to the Owner, he does so at his own risk. Contractor shall list in writing any defects in the equipment at the time it is borrowed. Any damage not so listed and signed for by the Owner's Representative shall be presumed the Contractor's responsibility. Contractor agrees to replace or repair any damage or loss to the Owner's equipment.

6. AMOUNT OF CONTRACT

The Owner agrees to pay the Contractor in current funds, for the performance of the contract _____ Dollars (\$_____), subject to additions and deductions as provided for in the "General Conditions". Payments on account shall be made from time to time during the progress of work, upon written application by the Contractor, accompanied by a proper Mechanic's Lien Affidavit, in duplicate. At no time prior to completion of work shall the total of certified payments exceed seventy-five (75%) percent of the value of the work, as adjudged by the Owner's Representative, which is then completed. Application for final payment must be accompanied by a proper Mechanic's Lien Affidavit and Waiver of Lien, both in duplicate.

The final settlement shall be had, certificate issued, and payment made, less the total sum of accrued claims, and/or any other charges within sixty (60) days after the contract has been fully performed and work thereof approved.

The Contractor shall not assign this contract or any rights hereunder without written consent of the Owner. No modification thereof shall be binding unless in writing duly accepted by the Owner and approved by a duly authorized representative of the Contractor. In no event shall any claim for consequential damages be made by either party except as expressly stipulated and limited by the provisions of this contract.

Contractor agrees that he is not an employee of the Owner and that Contractor will not be treated as an employee for Federal or State tax purposes. Contractor agrees that he will be responsible for paying estimated income and self-employment taxes.

The foregoing shall constitute the entire contract between the parties, and no understandings or obligations not herein expressly set forth are binding upon them.

The Owner and the Contractor for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of all covenants herein contained.

IN WITNESS WHEREOF they hereby attach their signatures in execution of this agreement of the day and year first above written.

WITNESS

OWNER

WITNESS

BY

WITNESS

CONTRACTOR

WITNESS

BY