

# HOME MASONRY CONTRACT

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Company Name Here

License B 0000001

65 Pine Avenue Suite 310

Long Beach, CA 90802

PHONE (800) 555-5151 CELL (800) 555-5151

THIS CONTRACT IS  
ENTERED INTO  
THIS DATE:

BUYER/ OWNER	NAME			
	RESIDENCE ADDRESS	CITY	STATE/ZIP	PHONE
	ALTERNATE ADDRESS (IF ANY)	CITY	STATE/ZIP	PHONE

CONSTRUCTION LENDER: Name and address of construction fund holder is:

(Name and Branch Address of Bank, Saving and Loan Assn., Escrow Agent, Joint Control or Other)

DESCRIPTION OF THE PROJECT:  Check if space insufficient for complete specifications (staple to original and each copy)

Work performed at \_\_\_\_\_

(Street Address And Legal Description If Known)

**TIME FOR COMPLETION:** The work to be performed by Contractor pursuant to this Agreement shall be commenced within ( ) days from this date or approximately on (Date): \_\_\_\_\_ and shall be substantially completed within ( ) days or approximately on (Date): \_\_\_\_\_ Commencement of work shall be defined as \_\_\_\_\_  
(Briefly Describe Type of Work Representing Commencement)

**PAYMENT:** Owner agrees to pay Contractor a total cash price of \$\_\_\_\_\_. Down payment (if any) \$\_\_\_\_\_.  
Payment schedule as follows:

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made furnish to the person contracting for this improvement, a full and unconditional release from any claim or Mechanic's Lien, for that portion of the work for which payment has been made.

**ALLOWANCES:** The following items or specific prices as indicated are included in the contract price as allowances. The contract price shall be adjusted upward / downward based upon actual amounts rather than estimated amounts herein

**TERMS AND CONDITIONS:** The Terms and Conditions are expressly incorporated into this Agreement.

**THIS AGREEMENT** consists of \_\_\_\_\_ pages and \_\_\_\_\_ attachments.

	OWNER/BUYER SIGNATURE	DATE
	<b>X</b>	_____
CONTRACTOR SIGNATURE	OWNER/BUYER SIGNATURE	DATE
_____	<b>X</b>	_____

# TERMS AND CONDITIONS **May be Edited**

**1. CHANGES IN THE WORK.** Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

**NOTE ABOUT EXTRA WORK AND CHANGE ORDERS.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Failure to have written authorization shall not be deemed fatal to the collection of the extra work.

**2. RESPONSIBILITIES OF THE PARTIES.** Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Owner as added work shall pay for any expense incurred due to such conditions.

The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary.

Owner agrees to allow and provide Contractor and his equipment access to the property and provide toilet facilities.

The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.

The Owner is responsible to remove or protect any personal property and Contractor is not responsible for it or for any driveways, lawns, shrubs, etc.

The Owner will point out and warrant the property lines to contractor.

**3. DELAYS.** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, Extra Work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.

**4. PLANS & SPECIFICATIONS.** If plans and specifications are prepared for this job, they shall be attached to and become apart of the agreement.

**5. SUBCONTRACTS.** The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

**6. FEES, TAXES AND ASSESSMENTS.** Owner will pay for taxes and assessments of all descriptions. Contractor will obtain and pay for all required building permits, but Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like.

**7. INSURANCE AND DEPOSITS.** Owner will procure at Owner's expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance shall also name the Contractor and any subcontractors as additional insured, and to include sufficient funds to protect Owner, Contractor, subcontractors and construction lender as their interests may appear. Should Owner fail to do so, Contractor may procure such insurance as agent for and at the expenses of Owner, but is not required to do so.

If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor in rebuilding or restoring the project shall be paid by the owner as extra work.

Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's direction and persons on the job site at Owner's invitation.

**8. RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement. Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the Contractor may have. Such failure to make payment when due, is a material breach of this agreement. Owner acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as an extra and allow Contractor additional costs in accordance with paragraph one hereof.

**9. CLEAN-UP.** Contractor will remove from Owner's property debris and surplus material created by this operation and leave it in a neat and broom clean condition.

**10. LIMITATIONS.** No action of any character arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than two years after completion of the project or cessation of work under this contract.

**11. ATTORNEY FEES.** In the event there is any litigation or arbitration arising out of this agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

**12. PAYMENT.** Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the persons contracting for the improvement, a full and unconditional release from any claim or Mechanic's Lien pursuant to Section 3114 of the Civil Code, for that portion of the work for which payment has been made.

**ASBESTOS AND HAZARDOUS WASTE.** Unless the contract specifically calls for the removal disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedure, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain duly qualified asbestos and/or hazardous material contractor to perform the work or the Contractor may perform the work at contractor's option. Said work will be treated as an extra under the contract.