

General Contractor Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

General Contractor Agreement

This General Contractor Agreement (this "Agreement") is made on [Date] between [Owner's full legal name] of [Owner's address] (the "Owner") and [General Contractor's full legal name or registered business name], holding contractor license number [General Contractor's license number, or state "not applicable in this jurisdiction"], of [General Contractor's address] (the "Contractor"). The Owner and the Contractor are each a "Party" and together the "Parties".

The Owner owns, or holds an interest in, the property located at [Project address] (the "Project Site"), and wishes to engage the Contractor to construct the work described in this Agreement (the "Project"). The Contractor is willing to act as general contractor for the Project — furnishing the labor, materials and equipment it supplies directly, obtaining the required permits, and engaging and managing any subcontractor needed to complete the work it does not perform itself — on the terms set out in this Agreement.

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and supervision needed to construct the following (the "Project") at the Project Site:

[Describe the project in specific terms, e.g. ground-up construction of a two-story single-family residence, or a commercial tenant buildout]

in accordance with the plans, drawings and specifications identified as

[Plans and specifications reference, e.g. "Drawing Set A-1 through A-12, dated [date], prepared by [architect]"]

(together with this Agreement, the "Contract Documents").

The Contractor shall commence work on [Commencement date] and achieve Substantial Completion, as defined in clause 8, by [Target substantial completion date], subject to extension for a delay not caused by the Contractor and for any Change Order issued under clause 5.

The following work is expressly excluded from the Project and remains the Owner's responsibility unless later added by Change Order:

[List excluded work, e.g. landscaping, furniture and fixtures, or work by a separate contractor the Owner retains directly, or state none]

2. Contract Price and Draw Schedule

In consideration of the Project, the Owner shall pay the Contractor a total contract price of [Total contract price] (the "Contract Price"), subject to adjustment only by a Change Order signed under clause 5.

The Contract Price is payable in the following draws, each tied to a stage of completion:

[Draw schedule, e.g. 10% on signing and stepped payments at each phase, or reference an attached schedule]

The Owner shall pay each draw within [Payment period, e.g. ten (10) business days] of receiving a draw request that satisfies clause 6.

The Owner may withhold retainage of [Retainage percentage, e.g. 10%, or state none] from each draw. Retainage is payable on Substantial Completion, less the value of any incomplete punch list item under clause 8, and in full once the Contractor delivers the final lien waivers required by clause 6.

3. Permits and Regulatory Approvals

The Contractor shall obtain and pay for all building permits, trade permits and regulatory approvals required to perform the Project, and shall schedule and pass every inspection those permits require, except:

[List any permits or approvals the Owner is separately responsible for, or state none] .

The Owner shall sign any permit application or authorization that must be signed by the property owner, and shall provide the Contractor timely access to the Project Site needed to obtain permits and pass inspections. The Contractor is not liable for a delay caused by the Owner's failure to do so.

The Contractor shall keep a copy of each permit at the Project Site as required by law, and shall provide the Owner copies of all permits and passed inspection approvals on request.

4. Subcontractors

The Contractor may engage subcontractors and suppliers it selects to perform part of the Project (each a "Subcontractor"). The Contractor remains fully responsible to the Owner for a Subcontractor's work, and for that Subcontractor's compliance with the Contract Documents and applicable law, as if the Contractor had performed the work itself.

Before a Subcontractor begins work, the Contractor shall confirm that the Subcontractor holds any license its trade requires and the insurance described in clause 7. On request, the Contractor shall provide the Owner a list of the Subcontractors engaged on the Project and the trade each performs.

The Owner has no contractual relationship with any Subcontractor. The Owner shall not instruct a Subcontractor directly, and shall direct all communication about the Project through the Contractor, except where the Contractor agrees otherwise in writing.

The Contractor is responsible for paying each Subcontractor and supplier for work and material included in a draw the Owner has paid under clause 2; clause 6 governs how the Contractor evidences that payment to the Owner.

5. Change Orders

Neither Party shall change the Project's scope, the Contract Price or the schedule stated in clause 1 except by a written change order signed by both Parties (a "Change Order"), stating the change, its effect on the Contract Price, and its effect on the Substantial Completion date.

If the Owner requests a change, the Contractor shall provide a written price and schedule impact before starting the changed work, and is not obliged to proceed until the Owner signs the Change Order. If the Contractor identifies a condition requiring a change — such as a concealed or differing site condition, or a code requirement not reflected in the Contract Documents — the Contractor shall notify the Owner promptly, and the same process applies before that work proceeds, except in the emergency described below.

The Contractor may proceed without a signed Change Order only to address an immediate risk to life or property, and shall notify the Owner as soon as reasonably possible and document the work for a Change Order issued after the fact.

6. Lien Waivers and Payment Conditions

With each draw request under clause 2, the Contractor shall deliver a conditional waiver and release upon progress payment, in the form required by the law of the state where the Project Site is located, executed by the Contractor and by each Subcontractor and supplier whose work or material is included in that draw request.

Before the Owner pays the next draw, the Contractor shall deliver an unconditional waiver and release upon progress payment, executed by the Contractor and by each Subcontractor and supplier named in the prior draw request, confirming that each was paid in full from the funds disbursed for that prior draw.

Final payment, including any retainage held under clause 2, is conditioned on the Contractor delivering an unconditional waiver and release upon final payment from the Contractor and from every Subcontractor and supplier that furnished labor or material to the Project, together with a signed statement that all of them have been paid in full for the Project.

If a Subcontractor or supplier records, or gives notice of intent to record, a mechanic's lien or similar claim against the Project Site, the Contractor shall, at its own expense and within [Lien resolution period, e.g. fifteen (15) days] of the Owner's written notice, discharge the claim, bond it off, or indemnify the Owner and the title to the Project Site against it, and shall reimburse the Owner for any cost, including reasonable legal fees, the Owner incurs because of the claim. The waivers and the sworn statement referenced in this clause shall use the statutory forms of the state where the Project

Site is located, whether or not this Agreement reproduces their exact wording.

7. Insurance and Bonding

The Contractor shall maintain, for the duration of the Project and at its own expense, commercial general liability insurance of at least [General liability coverage amount, e.g. \$1,000,000 per occurrence] , and workers' compensation insurance as required by law for its own employees. The Contractor shall name the Owner as an additional insured on its commercial general liability policy where the Owner requests it.

The Contractor shall require each Subcontractor to maintain its own commercial general liability insurance and the workers' compensation insurance required by law for that Subcontractor's employees before that Subcontractor begins work on the Project.

[State whether a performance bond and/or payment bond are required and their amount, or state "No bond is required for this Project."]

On the Owner's written request, the Contractor shall provide certificates of insurance, and any required bond, within [Period to provide certificate or bond, e.g. ten (10) days] .

8. Substantial Completion and Punch List

"Substantial Completion" means the stage at which the Project is sufficiently complete, in accordance with the Contract Documents, that the Owner can occupy or use it for its intended purpose, even though minor items remain to be finished or corrected.

When the Contractor believes the Project has reached Substantial Completion, it shall notify the Owner in writing. Within [Walk-through period, e.g. seven (7) days] of that notice, the Parties shall jointly inspect the Project and prepare a punch list of the remaining minor items.

The Contractor shall complete the punch list within [Punch list completion period, e.g. thirty (30) days] of the joint inspection. On completion of the punch list and delivery of the final lien waivers required by clause 6, the Owner shall release any retainage withheld under clause 2.

9. Warranty

The Contractor warrants that the Project will be constructed in a good and workmanlike manner, free from defects in materials and workmanship, and in conformity with the Contract Documents and all applicable building codes, for a period of [Warranty period, e.g. one (1) year] from Substantial Completion (the "Warranty Period").

The Contractor shall pass through to the Owner any manufacturer's or supplier's warranty on material or equipment installed in the Project that extends beyond the Warranty Period, to the extent that warranty is assignable.

During the Warranty Period, the Contractor shall correct, at its own expense, any defect covered by this warranty that the Owner reports in writing, within a reasonable time after the report. This warranty does not cover damage caused by the Owner's misuse, lack of maintenance, ordinary wear and tear, or work performed by a party other than the Contractor or a Subcontractor.

10. Indemnification and Limitation of Liability

The Contractor shall indemnify the Owner against any claim, loss, damage, injury or lien arising from the negligence or wilful misconduct of the Contractor or a Subcontractor in performing the Project, or from the Contractor's breach of this Agreement, except to the extent caused by the Owner's own negligence or wilful misconduct.

Neither Party is liable to the other for loss of profit, loss of use, or any indirect or consequential loss arising out of this Agreement. Each Party's total liability arising out of or in connection with this Agreement is limited to the Contract Price, except that this limitation does not apply to the Contractor's indemnity obligation under the preceding paragraph for a third-party claim, to a liability that cannot lawfully be limited, or to either Party's liability for fraud or wilful misconduct.

11. Termination

The Owner may terminate this Agreement for convenience on [Notice period, e.g. ten (10) days] written notice, and shall pay the Contractor for all work properly performed and material properly ordered up to the effective date of termination, plus the Contractor's reasonable documented cost of demobilizing from the Project Site.

Either Party may terminate this Agreement immediately on written notice if the other commits a material breach not remedied within [Cure period, e.g. ten (10) days] of written notice describing it, including the Owner's failure to pay an undisputed draw when due or the Contractor's failure to maintain the insurance required by clause 7.

On termination for any reason, the Contractor shall deliver to the Owner the lien waivers required by clause 6 for all amounts paid to date, and shall vacate the Project Site within a reasonable time once it has removed its tools, equipment and unused material.

12. Governing Law and Jurisdiction

This Agreement, and any dispute arising out of it or the Project, are governed by the laws of [Governing law, e.g. the state where the Project Site is located] , without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

13. General

This Agreement, together with the Contract Documents and any Change Order signed under clause 5, is the entire agreement between the Parties about the Project and replaces any earlier proposal, bid or understanding on that subject. It may only be amended in writing signed by both Parties.

Neither Party may assign this Agreement without the other's written consent, except that the Contractor may assign its right to receive payment. Neither Party is liable for a delay caused by an event beyond its reasonable control, such as extreme weather, a labor or material shortage, or governmental action, provided it notifies the other Party promptly; a delay under this clause extends the Substantial Completion date by the length of the delay. If any provision is held unenforceable, the rest continues in force. A failure to enforce a provision is not a waiver of it. Notices must be given in writing to the addresses above or to an email address the Parties have used for the Project. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Owner

Signature:

Printed name:

Date:

General Contractor

Signature:

Printed name:

Company:

Title:

Date: