

REMODEL CONTRACT

1. The Parties. This Remodel Contract ("Agreement") is made between:

Client: _____ with a mailing address of _____, City of _____, State of _____, ("Client")

AND

Contractor: _____ with a mailing address of _____, City of _____, State of _____ ("Contractor").

WHEREAS the Client intends to pay the Contractor for Work provided, effective _____, 20____, under the following terms and conditions:

2. The Property. The Client desires to remodel the property located at _____ ("Property"), and desires to retain the Contractor for that purpose.

The Client affirms that they have the legal right to obtain remodel Work at the Property.

3. The Work. The Contractor agrees to perform the following: _____.

Hereinafter known as the "Work".

4. Payment. In consideration for the Work to be performed by the Contractor, the Client agrees to pay the following: (check one)

- \$____ / Hour.
- \$_____ for the Work.
- Commission in the amount of: _____.
- Other: _____.

Completion shall be defined as the fulfillment of Work as described in Section 3 in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld.

The Contractor agrees to be paid: (check one)

- At completion of the Work performed.
- On a weekly monthly quarterly basis beginning on _____, 20____ until the completion of the Work.
- Other. _____.

5. Due Date. The Work provided by the Contractor shall: (check one)

- Be completed by _____, 20____. If the Contractor fails to achieve substantial Completion by the due date, liquidated damages
 - shall be assessed at a rate of \$____ per _____ beyond the due date.

- shall not be assessed unless the parties agree otherwise in a separate agreement.
- Not have a due date.
- Other. _____.

6. Expenses. The Contractor shall be: (check one)

- Responsible for all expenses related to providing the Work under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Work provided Contractor.
- *Reimbursed for the following expenses that are attributable directly to the Work performed under this Agreement: _____.

*The Client will be required to pay the Contractor within thirty (30) days of any Expense after receiving an itemized expense statement from the Contractor. Upon request by the Client, the Contractor may have to show any receipt(s) or proof of purchase for said Expense(s).

7. Liability Insurance (Minimum (\$) Amount). The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

The minimum amount (\$) for the Liability Insurance shall: (check one)

- Be a minimum amount of combined single limit of \$_____.
- Not have a minimum amount required.

8. Termination. This Agreement shall terminate upon the: (check one)

- Completion of the Work provided.
- Date of _____, 20____.
- Other. _____.

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

9. Option to Terminate. The Client and Contractor shall: (check one)

- Have the option to terminate this Agreement at any time by providing ____ days' written notice.
- Not have the option to terminate this Agreement unless there is reasonable cause, as defined in Section 8.

10. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all they are licensed to perform remodeling work in the state of _____ and that to that end they have a license number of _____; and further, that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Work under this Agreement.

11. Force Majeure. A Force Majeure Event is something that occurs that is beyond the reasonable control of either the Contractor or the Client, and is not due to the negligence of either. Force Majeure events include, but are not limited to; acts of God; natural disasters; riot, rebellion or insurrection; pandemics and epidemics; and government action that substantially interferes with the completion of the Work.

If a Force Majeure Event materially impacts the Work associated with the remodel, then the Contractor shall not be entitled to additional funds from the Client, but shall be entitled to a reasonable extension of time to bring the Work to Completion.

12. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Work required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order the work is performed; Contractor has the right to hire assistant(s) as subcontractors or to use employees to provide the Work required under this Agreement. Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client; The Work required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor; Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Work required by this Agreement; and Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Work required by this Agreement.

This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

13. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Work under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

14. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible for shall be liable to all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Work performed under this Agreement.

The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

15. Indemnification. The Contractor shall indemnify and hold the Client harmless from loss or liability from performing the Work under this Agreement, but only to the extent that such losses are attributable to the negligent, reckless, or willful acts of the Contractor, and its subcontractors, employees, and other parties for which it is responsible.

16. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Work on the Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's Work to the Client. Upon termination of the Contractor's Work to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

17. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product.

18. Warranty. The Contractor warrants that, following completion, the Work will be free from material defects. If, within one year of the date of completion, any aspect of the Work is found to fail to meet the expectations set out in this document, the Contractor shall promptly correct the defect after receiving notice from the Client, unless the Client has previously accepted the defect in writing.

19. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections 18 & 19 of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

20. Governing Law. This Agreement shall be governed under the laws in the State of _____.

21. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

22. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

23. Additional Terms and Conditions. _____

_____.

24. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and the Contractor.

Client's Signature _____ **Date:** _____

Print Name _____

Contractor's Signature _____ **Date:** _____

Company: _____

Print Name: _____

