*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

# *Business Name*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Business Address*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Business Phone*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Business Fax*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Business Website*

**Contract for Residential Construction or Landscaping Services**

This agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “Owner,” the owner(s) or agent of the owner(s) of the premises where the work is to be performed, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, referred to as “Contractor.” Owner and Contractor agree as follows:

**Section I. Contract Documents.**

(a) The contract documents consist of this agreement; as well as any drawings, specifications, and addenda issued prior to execution of this agreement; as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list any additional documents, drawings, specifications, addenda that form part of the agreement].*

(b) The contract documents constitute the entire agreement between the owner and contractor, and are all as fully a part of the contract as if attached to or repeated in this agreement.

**Section II. Description of Work**

The Contractor shall furnish all the materials and perform all of the work described in this section: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Briefly describe the type of work to be performed, as well as the materials to be provided by the contractor.]*

The location where the work is to be performed is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Section III. Time of Commencement and Completion**

The work to be performed under this contract shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, and barring inclement weather, material shortages, acts of God, or other circumstances beyond control of Contractor, will be substantially completed on or before\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

**Section IV. Contract Price.**

Owner will pay Contractor a total of $\_\_\_\_\_\_\_\_\_\_\_ (US Dollars) for the material and labor to be performed under the contract, subject to any additions and/or deductions made pursuant to authorized written changes.

**Section V. Method of Payment.**

 **(a) Progress Payments.** Select one:

1. The Owner agrees to pay \_\_\_\_\_ percent ($ \_\_\_\_\_\_\_\_) of the total Contract Price to Contractor \_\_\_\_ days before construction begins, with the remainder to be paid upon substantial completion of the project.
2. The Owner agrees to pay the total Contract Price in \_\_\_\_\_\_ installments to the Contractor. The first installment of $\_\_\_\_\_\_ is due \_\_\_\_ days before construction begins. The additional installments are due as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The last installment of $\_\_\_\_\_\_\_\_ is due upon substantial completion of the project.

**(b) Final Payment.**

(i) The Owner agrees to pay the entire unpaid balance of the contract amount due the Contractor for labor performed or materials furnished not later than \_\_\_\_\_ days after substantial completion of the work, provided the work has then been completed, the contract fully performed.

(ii)The making of the final payment shall constitute a waiver of claims by the Owner.

(iii) The Contractor shall waive any and all liens upon receipt of final payment.

**(c) Interest on unpaid balance.**

If payment is not made by Owner in accordance with the requirements of sections (a) and (b), Contractor will set forth its claim against Owner through notice by registered or certified mail. Ten (10) days after the receipt of any notice Owner shall be liable for interest on the amount due (select one):

1. at the legal rate prevailing at the place of the project, OR
2. at this rate mutually agreed upon by the parties: \_\_\_\_\_\_ %.

**Section VI. Lien.**

In the event of nonpayment by the Owner, pursuant to Texas Property Code §53.254, a mechanics lien will issue against the Owner for the premises where the work is to be performed.

**Section VIII. Work Changes**

Owner may order work changes in the nature of additions, deletions, or modifications, without invalidating the Agreement, and agrees to make corresponding adjustments in contract price and time allowed for completion. Any adjustment in contract price and time of completion shall be determined by mutual agreement of Owner and Contracter before starting the work involved in the change. All changes shall be in writing and signed by both Owner and Contractor.

**Section IX. Termination or Suspension**

Contractor’s Termination: Contractor, on \_\_\_\_ days written notice to Owner, may terminate this contract, when Owner fails to make a payment. On termination, Contractor may recover from Owner payment for all work completed, and for any loss sustained by contractor for materials, equipment, tools, or machinery, to the extent of actual loss plus loss of a reasonable profit.

Owner’s Termination: Owner, on \_\_\_\_\_ days written notice to Contractor, may terminate this contract when Contractor fails to carry out the construction in accordance with the provisions of the contract documents. On termination, Owner may take possession of the worksite and all materials thereon, and finish the work in whatever reasonable way Owner deems expedient. If unpaid balance on the contract amount at the time of termiantion exceeds the expense of finishing the work, owner will pay the excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Owner may recover from Contractor the excess expense of finishing the work.

**Section X. Jurisdiction.**

This Agreement and any litigation between the parties shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, and the parties submit to the jurisdiction of the Courts of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Texas, and exclusive venue for any litigation between the parties hereto shall be in \_\_\_\_\_\_\_\_\_ County, Texas, and shall be brought in the State District Courts of \_\_\_\_\_\_\_\_ County, Texas. The parties hereto waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in \_\_\_\_\_\_\_\_\_\_ County, Texas.

**Section XI. Dispute resolution procedures.**

Owner and Contractor agree that any and all disputes arising from the project described in section II will be resolved according to the following (select one):

1. By arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
2. By mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution technique.
3. By mediation under the Construction Industry Mediation Rules of the American Arbitration Association. If within 30 days after service of a written demand for mediation, the mediation does not result in settlement of the dispute, then any unresolved controversy or claim arising from or relating to this contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Section XII. Severability.**

If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, and this Agreement shall be construed to effect the intent of the parties.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Owner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Company Name Owner