

## OWNER/CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered as of the Contract Date (as defined in Rider 1) by and between the Owner (as defined in Rider 1) and the Contractor (as defined in Rider 1). The Owner and the Contractor, in consideration of the mutual promises contained herein and intending to be legally bound hereby agree as follows:

1. The Scope of Work shall be in accordance with the attached Exhibit A. The Contractor shall if requested by the Owner, submit or refer to drawings which are to be approved by the Owner, which drawings shall demonstrate (and hereinafter be referred to as) the “Scope of Work”. Upon Owner’s approval of the Scope of Work, the Scope of Work together with such other work reasonably necessary to complete the Scope of Work as designated by the Owner shall constitute and hereafter be referred to as the “Contract Work”.
2. Prior to beginning the Contract Work, unless set forth in Rider 1 the Contractor shall provide a schedule for the start and completion of the Contract Work (the “Schedule”), and shall advise the Owner of any conditions or other matters which may frustrate the intended schedule, whereupon the parties shall immediately adjust the Schedule accordingly.
3. In the event of a dispute, the Contractor shall be responsible for and shall pay all fees and costs incurred by the Owner and the Contractor.
4. The Contractor agrees to comply with all laws and hereby confirms that all parties which will be performing work or services at the Project Location will be properly documented under all laws.
5. The Contractor agrees to execute all waiver of liens, affidavits, as reasonably required by the Owner along with the Owner’s form of Guaranty. All work shall be performed with new materials; performed in a first-class fashion; and shall be guaranteed by the Contractor and its principle.
6. Owner shall have the right to terminate this Agreement with 30 days written notice to the Contractor.
7. Prior to beginning the Contract Work, the Contractor shall provide to the Owner a Certificate of Insurance evidencing compliance with the following requirements in form and substance and with insurance companies reasonably acceptable to the Owner:
  - A. General Liability
  - B. Worker’s Compensation

The Certificate of Insurance shall name the Owner and such other parties designated by the Owner as additional insured (the “Additional Insured Parties”).

8. Contractor shall indemnify the Additional Insured Parties from and against all claims, loss, damage, costs, suits, proceedings, actions, causes of action, expense and liability of any kind (including, without limitation, attorney fees and costs), which it or any of them may incur, suffer, sustain or be required to pay by reason of the injury or death of any person or the damage to any property whatsoever, caused or alleged to have been caused by any act or omission of the Contractor or any of its suppliers or subcontractors, or the employees, agents or representatives, arising out of or in any manner connected with the performance of the Contract Work, whether or not caused in whole or in part by any act, omission or negligence of the parties benefited by this paragraph or their respective officers, agents, partners, members, affiliates, managers, officers, directors, representatives or employees.

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9. Payment to the Contractor will be made as set forth in Rider 1 attached herein.

10. See Rider 1 attached herein for additional Terms and Conditions.

IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_ intending to be legally bound.

### **OWNER**

By: \_\_\_\_\_  
[INSERT]

### **CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

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## RIDER 1 – DEFINITION SHEET

1. “CONTRACTOR” shall mean [INSERT (Name; Address; Phone Number; and E-Mail)].
2. “OWNER” shall mean [INSERT].
3. “CONTRACT DATE” shall mean [INSERT].
4. “CONTRACT WORK” shall mean as described on Exhibit A.
5. “CONTRACT WORK START DATE” shall mean on or before [INSERT].
6. “CONTRACT WORK COMPLETION DATE” shall mean on or before [INSERT].
7. “CONTRACT PRICE” shall mean [INSERT].
8. “COMPENSATION” Payment to the Contractor will be made as follows:  
[INSERT].
9. “PROJECT LOCATION”: shall mean [INSERT].
10. “ADDITIONAL INSURED PARTIES” shall mean: (a) [INSERT]; (b) and such other parties designated by the Owner. Note: [Please reference the Additional Insured spreadsheet to add appropriate parties per location. Spreadsheet can be found here: I:\Legal\LEGAL\FORM LIBRARY\Third-Party Vendor Forms\Contractor-Subcontractor Forms\Additional Insured Parties].
11. “NOTICES TO CONTRACTOR” [INSERT].
12. “NOTICES TO ADDITIONAL INSURED PARTIES” C/O Commerce Group, 1280 W. Newport Center Drive, Deerfield Beach, FL. 33442; Phone: 954-570-3531; Fax: 954-360-0807. Email: [klaca@commerce-group.com](mailto:klaca@commerce-group.com) (and such other parties and addresses as provided to Contractor from time to time).

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## EXHIBIT A

The Contract Work, without limitation, shall consist of the following:

1. [INSERT details per the proposal/estimate/invoice Ex. “The estimate prepared by DMD Property Development Inc. dated April 1, 2020 (estimate no.: 1234) as attached as EXHIBIT B.”]

**OR**

Write in the scope of work if there is no formal proposal/estimate/invoice.