West Virginia Contractor Agreement

(Required by § 21-11)

Revised December 1, 2004

THIS CONTRACT made the ____ day of _____, _____ (year) by and between _____, hereinafter called the Contractor and _____, hereinafter called the Owner.

Witnesseth, that Contractor and Owner, for the considerations named, agree as follows:

Article 1. Scope of the Work

Contractor shall furnish all of the materials and perform all of the work described as follows: (Specify the nature, general description, and scope of project.) _____
_____
_____
_____
_____
_____.

The work shall be performed on property located at: _____
_____, _____ (City).

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before _____, _____ (year) and shall be completed on or before _____, _____ (year).

Article 3. The Contract Price

Owner shall pay Contractor for the material and labor to be performed under the Contract the sum of $_____, subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following: (Specify.) _____
_____
_____
_____
_____.

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to, any such alteration or deviation involving additional material and/or labor costs, will be performed only upon a written order for same, signed by Owner and Contractor and, if there is any charge for such alteration or deviation, the additional charge will be added to the Contract Price of this Contract.

If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of ____ days from the due date of payment shall be deemed a material breach of this Contract.

In addition, the following general provisions apply.

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done, a description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may, at its discretion, engage licensed subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed by both Owner and Contractor and shall be incorporated in and become part of the Contract.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
8. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
10. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or general unavailability of materials.

Article 6. Addendums/ Change Orders

An addendum may be added to this Contract after the execution date of the original Contract. The addendum must make specific reference to the original Contract document and be signed and dated by both Owner and Contractor.

In witness whereof, the undersigned Owner and Contractor do hereby agree to the terms of this Contract.

OWNER:

_____
Signature Date

_____
Name or Business Name

_____
Address

_____
City, State, Zip Code

_____
Telephone Number

CONTRACTOR:

_____
Signature Date

_____
Name or Business Name

_____
Address

_____
City, State, Zip Code

_____
Telephone Number

_____
WV Contractor License Number

_____
Name and Address of License Holder

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