Here is a template, totally free of charge!

However, **we don't recommend using it.**
Like all free templates on the internet, it hasn't been adapted to your specific needs.

Visit our website to easily create a fully personalized document for a low one-time fee.
Our lawyers work hard to keep everything updated and accurate.
You get all of the benefits of a lawyer at a fraction of the cost.

BUILDING CONSTRUCTION AGREEMENT

State of Alabama

BACKGROUND

This Building Construction Agreement (the "Agreement") is made as of _____ (the "Effective Date") by and between _____, with _____ serving as the building company representative (the "Builder") (contractor's license number _____), of the following address:

_____

and _____ (the "Client"), of the following address:

_____

Builder desires to provide construction services to Client and Client desires to obtain such services from Builder.

THEREFORE, in consideration of the mutual promises set forth below, the Parties agree to the following:

I. SERVICE DESCRIPTION

1. Beginning on _____, Builder will provide to Client the following services (known collectively as the "Services"):

_____

II. SCOPE OF WORK

2. Builder will provide all services, materials, and labor for the construction of the following building type: _____, described above, at the property of Client, located at the following address (the "Worksite"):

_____

3. This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

4. In addition to furnishing building improvements related to construction of the structure, Builder will be responsible for the following additional improvements:

-- landscaping

-- walkways

-- painting

-- sewer and water systems

-- steps

-- driveways

-- patio

-- _____

5. Builder is responsible for no other building additions or improvements unless they are specifically agreed to in writing.

III. WORKSITE

6. Client warrants that they own the property herein described and are authorized to enter into this Agreement.

7. Prior to the start of construction, the Client shall provide an easily accessible building site which meets all zoning requirements for the structure, and in which the boundaries of Client's property will be clearly identified by stakes at all corners of the property. Builder shall maintain these stakes in proper position throughout construction.

IV. PLANS, SPECIFICATIONS, AND CONSTRUCTION DOCUMENTS

8. Client will make available to Builder all plans, specifications, drawings, blueprints, and similar construction documents necessary for Builder to provide the services described herein.

9. Any such materials shall remain the property of the Client. Builder will promptly return all such materials to Client upon completion of the services.

V. MATERIALS AND/OR LABOR PROVIDED

10. Builder shall provide to Client a list of each and every party furnishing materials and/or labor to Client as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described.

11. This list of materials and labor shall be attached to this Agreement as Exhibit A.

12. Builder declares under the laws of the State of Alabama that this list is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

13. Builder may substitute materials only with the express written approval of the Client, provided that the substituted materials are no lesser quality than those previously agreed upon by the Builder and the Client.

14. The cost of materials provided by the Builder shall be included in the total payment amount due from the Client as described in the Payment section of this Agreement. If material prices change in a manner outside of the control of the Builder, the Parties shall agree in writing for the Client to pay an additional sum to cover the excess material cost.

VI. CHANGE ORDER

15. Client, or any allowed person, e.g. lender, public body, or inspector, may make

changes to the scope of the work from time to time during the term of this Agreement.

16. Any such changes or modifications shall only be made in a written "Change Order" which is signed and dated by all Parties. Such Change Orders shall become part of this Agreement.

17. Client agrees to pay any increase in the cost of the construction work as a result of any written, dated, and signed Change Order.

18. In the event the cost of a Change Order is not known at the time a Change Order is executed, Builder shall estimate the cost thereof and Client shall pay the actual cost whether or not this cost is in excess of the estimated cost.

VII. BUILDING SCHEDULE

19. Builder shall begin work on this project within 30 (thirty) days of _____ and shall complete the work on or prior to _____.

20. Time is of the essence in this Agreement.

21. Upon completion of this project, the Client shall sign a Notice of Completion within 14 (fourteen) days of the completion of the project. If the project passes a final inspection and the Client does not render a Notice of Completion within this time frame, the Builder may sign the Notice of Completion on behalf of the Client.

VIII. PAYMENT

22. Payment shall be made to _____ in the total amount of $2 (two US dollars) in one lump sum payment due upon completion of the services rendered to the Client by the Builder.

23. For any payment that is not paid within 30 (thirty) days of its due date, Client shall pay a late fee of $2 (two US dollars).

24. In addition to any other rights or remedies provided by law, the Builder may treat Client's nonpayment for services rendered by the Builder as a material breach of this Agreement and may cancel the Agreement or seek legal remedies as the Builder desires.

IX. LEGAL COMPLIANCE

25. Builder shall provide the Services in a workmanlike manner, and in compliance will all applicable federal, state, and local laws and regulations, including, but not limited to, all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

X. PERMITS

26. Builder shall obtain all necessary building permits.

27. Builder shall apply for and obtain any other necessary permits and licenses required by the local city/municipal government to do the necessary work, the cost thereof shall be included as part of the payment to Builder under this Agreement.

XI. INSURANCE

28. Before work begins under this Agreement, Builder shall furnish certificates of insurance to Client, substantiating that Builder has placed in force valid insurance covering its full liability under the Worker's Compensation laws of the State of Alabama and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction-related accident and property damage incurred in rendering the Services.

XII. OWNERSHIP OF WORK PRODUCT

29. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively known as the "Work Product") developed in whole or in part by Builder in connection with the Services will be the exclusive property of Client. Upon request, Builder will execute any and all documents necessary to confirm or perfect the exclusive ownership of Client to the Work Product.

XIII. CONFIDENTIALITY

30. The term "Confidential Information" shall include any proprietary information, in whatever form, that:

(a) is provided by Client to Builder, including information regarding Client's businesses, finances, prospects, operations, products, employees, technologies, contact lists, and financial models (including not only written information but also information transferred verbally, visually, electronically or by any other means); or

(b) concerns any agreements that Builder may aid Client in entering into in the course of their providing services; or

(c) consists of analysis and/or any other internal non-redacted memoranda, or other documents prepared by the Builder derived from, or including material portions of, the Confidential Information.

31. Confidential Information shall not include any information that:

(a) is already known to the Builder at the time of its disclosure;

(b) is or becomes publicly known through no wrongful act of the Builder;

(c) is communicated to a third party with the express written consent of Client; or

(d) is lawfully required to be disclosed, provided that before making such disclosure, the Builder shall immediately give the Client written notice and cooperate in the Client's actions to assure confidential handling of such information.

32. The Builder shall safeguard and keep confidential the Confidential Information and shall not disclose any Confidential Information to any other person or entity.

33. The Builder shall not use the Confidential Information for any purpose other than those related to the services they provide to the Client.

34. All such Confidential Information and any copies obtained thereof shall be returned to the Client promptly upon its written request and shall not be retained in any form by Builder.

XIV. INDEMNIFICATION

35. With the exception that this Section shall not be construed to require indemnification by Builder to a greater extent than permitted under the public policy

of the State of Alabama, Builder may agree to indemnify Client against, hold it harmless from, and defend Client from all claims, loss, liability, and expense, including actual attorney's fees, arising out of or in connection with Builder's services performed under this Agreement.

36. This indemnity shall be provided even if Client is partly responsible for the claim, damage, injury, or loss, but Builder shall not provide indemnity against claims or losses deemed to be caused by the negligence, willful misconduct, or breach of contract of Client or Client's agents or employees.

XV. WARRANTY

37. Builder shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Client's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Builder on similar projects.

38. Builder shall construct the structure in conformity with the plans, specifications, and any breakdown and binder receipt signed by Builder and Client.

XVI. WORKSITE ACCESS

39. Client will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris.

40. Driveways will be kept clear for the movement of vehicles during work hours. Builder will make reasonable efforts to protect driveways, laws, shrubs, and other vegetation.

41. Builder agrees to keep the worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

XVII. UTILITIES

42. Client shall provide and maintain water and electrical service, connect permanent electrical service, gas service, or oil service, whichever are applicable, and tanks and lines to the building constructed under this Agreement after an

acceptable cover inspection has been completed, and prior to the installation of any inside wall cover.

43. Builder shall, at Client's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable.

44. Client shall permit Builder to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

XVIII. INSPECTION

45. Client shall have the right to inspect all work performed under this Agreement. All defects and uncompleted items shall be reported immediately.

46. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue.

47. All inspection and certification will be done at Client's expense.

XIX. DEFAULT

48. The occurrence of any of the following shall constitute a material default under this Agreement.

(a) The failure of Client to make a required payment when due.

(b) The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the US Bankruptcy Code.

(c) A lawsuit is brought on any claim, seizure, lien, or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency brought against either party.

(d) The failure of Client to make the building site available or the failure of Builder to deliver the agreed upon services in the time and manner provided for

in this Agreement.

XX. REMEDIES

49. In addition to any and all other rights a Party may have available, according to the law of the State of Alabama, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

50. The Party receiving said notice shall have two weeks from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in two weeks, unless the Parties agree to otherwise in writing.

51. Unless waived by a Party providing notice, the failure to cure or begin curing the default(s) within such time period shall result in the automatic termination of this Agreement.

XXI. FORCE MAJEURE

52. If performance of this Agreement or any other obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control, and if the Party unable to carry out their obligations gives the other Party prompt written notice of the circumstances, then the obligations of the Party invoking this provision shall be suspended to the event necessary by such circumstances.

53. The term "Force Majeure" shall include, but is not limited to, acts of God, fire, explosion, vandalism, flood, storm, illness, injury, earthquake, general unavailability of essential materials, orders of military or civil authority, national emergencies, riots, strikes, lock-outs, work stoppages, or other labor disputes or supplier failures.

54. The Party excused by such events shall use all reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

55. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, subsidiaries, or affiliates.

XXII. TRANSFER OF RIGHTS

56. This Agreement shall be binding on any successors of the Parties.

57. Neither Party shall have the right to assign its interests in this Agreement to any other Party, unless the prior written consent of the other Party is obtained.

XXIII. ENTIRE AGREEMENT

58. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

XXIV. SEVERABILITY

59. If any provisions of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

60. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XXV. AMENDMENT

61. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

XXVI.

62.

XXVII. APPLICABLE LAW

63. This Agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

_____
_____, *Representative of* _____

Date:_____

_____
_____, Client

Date:_____