

CONTRACT TO BUILD A HOUSE

Location: _____ Date: _____

Parties:

Owner (Client) Name: _____

Builder (Contractor) Name: _____

Property Description:

Property Address: _____

Legal Description (if any): _____

Scope of Work:

Builder agrees to furnish all labor, materials, equipment, and services necessary to construct a single-family residence on the property described above in accordance with the plans and specifications attached hereto as Exhibit A, incorporated herein by reference.

Contract Price and Payments:

Total Contract Price: _____ USD

Payment Schedule: _____

Construction Schedule:

Builder shall commence work within a reasonable time after receipt of all necessary permits and approvals. Construction shall be substantially completed within _____ days from commencement. Time is of the essence.

Permits and Approvals:

Builder shall obtain all required building permits, inspections, and approvals necessary for construction of the residence. Owner shall cooperate in the permit process as reasonably required.

Change Orders:

Any changes to the plans, specifications, or contract price must be made in writing and signed by both parties as a Change Order. Change Orders may adjust the contract price and/or construction schedule.

Warranties:

Builder warrants that all work performed under this Contract will be free from defects in workmanship and materials for a period of one year from substantial completion, except for normal wear and tear and Owner's misuse or neglect.

Insurance and Liability:

Builder shall maintain general liability insurance and worker's compensation insurance as required by law during the term of construction. Owner shall maintain property insurance on the premises.

Indemnification:

Builder shall indemnify and hold Owner harmless from claims, damages, losses, and expenses, including attorney's fees, arising out of Builder's performance under this Contract, except to the extent caused by Owner's negligence.

Termination:

Either party may terminate this Contract upon written notice if the other party materially breaches any provision and fails to cure within a reasonable time. Upon termination, Owner shall pay for all work performed and materials acquired to date.

Dispute Resolution:

Any dispute arising under this Contract shall be resolved first by negotiation between the parties, then by mediation, and if unresolved, by binding arbitration in accordance with the rules of the American Arbitration Association.

Governing Law and Venue:

This Contract shall be governed by and construed in accordance with the laws of the United States and the State where the property is located. Venue for any legal proceeding shall be in the appropriate state or federal court in the county where the property is located.

Entire Agreement:

This Contract, including any exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior understandings.

Severability:

If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Signatures:

OWNER'S SIGNATURE

BUILDER'S SIGNATURE

Signature: _____

Signature: _____

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