

NEW HOME CONSTRUCTION CONTRACT

Location: _____ Date: _____

Builder Information:

Company Name: _____

License Number: _____

Address: _____

Phone/Email: _____

Owner Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Property Information:

Street Address: _____

Legal Description / Parcel Number: _____

Lot Size (sq ft): _____ Zoning: _____

Construction Details:

Type of Home (e.g., Single-Family, Townhouse): _____

Square Footage: _____ Stories: _____

Number of Bedrooms: _____ Number of Bathrooms: _____

Estimated Completion Date: _____

Contract Price and Payment Terms:

Total Contract Price: _____ USD

Payment Schedule and Method: _____

Sections and Clauses:

Clause 1 – Scope of Work

Builder agrees to construct a new residential dwelling on the Property described above in accordance with the plans, specifications, and budget agreed upon by the parties as attached to this Contract.

Clause 2 – Contract Price and Payment

The Owner agrees to pay Builder the Total Contract Price as specified herein. Payments shall be made according to the Payment Schedule attached. All payments shall be made by certified check, wire transfer, or other agreed means.

Clause 3 – Permits and Approvals

Builder shall obtain all necessary permits, licenses, and approvals required by local authorities to perform the construction work in compliance with all applicable laws and regulations.

Clause 4 – Changes in Work

Any changes to the scope of work shall be made only with written Change Orders signed by both parties, including adjustments to the Contract Price and schedule as appropriate.

Clause 5 – Completion and Occupancy

Builder shall substantially complete the construction by the Estimated Completion Date, subject to delays beyond Builder's control. Final completion includes obtaining a certificate of occupancy or equivalent.

Clause 6 – Warranties

Builder warrants that all work will be performed in a good and workmanlike manner and free from defects for a period of one (1) year from the date of final completion, except as otherwise provided by law.

Clause 7 – Insurance and Liability

Builder shall maintain general liability and workers' compensation insurance as required by law. Owner shall maintain property insurance upon the Property and improvements.

Clause 8 – Site Access and Utilities

Owner shall provide Builder reasonable access to the Property and ensure availability of utilities necessary to perform the work.

Clause 9 – Disputes and Governing Law

This Contract shall be governed by the laws of the State of _____. Any disputes arising shall be resolved through mediation, and if unsuccessful, through binding arbitration.

Clause 10 – Termination

Either party may terminate this Contract upon material breach by the other if such breach remains uncured after written notice and a reasonable cure period.

Clause 11 – Indemnification

Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising from their respective negligence or willful misconduct.

Clause 12 – Entire Agreement

This Contract, including all attachments and exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements.

Clause 13 – Notices

All notices shall be in writing and delivered personally, by certified mail, or by electronic means to the addresses provided herein.

Clause 14 – Assignment

Neither party may assign this Contract or any rights or obligations herein without prior written consent of the other party.

Clause 15 – Force Majeure

Neither party shall be liable for delays or failures due to causes beyond their reasonable control, including acts of God, labor disputes, or governmental actions.

Clause 16 – Severability

If any provision is held invalid or unenforceable, the remainder of the Contract shall remain in full force and effect.

Clause 17 – Counterparts and Electronic Signatures

This Contract may be executed in counterparts and electronically, each of which shall be deemed an original.

Clause 18 – Additional Provisions

Additional terms, if any, shall be attached as exhibits and incorporated herein by reference.

Clause 19 – Builder’s Right to Suspend Work

Builder may suspend work if Owner fails to make timely payments or breaches other material terms.

Clause 20 – Owner’s Obligation to Inspect

Owner shall inspect the work regularly and promptly notify Builder of any defects or issues.

BUILDER'S SIGNATURE

OWNER'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://contracttemplate-us.com/new-home-construction-contract/>

Did you find this template helpful?

Find more updated templates at:

<https://contracttemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.