

TIME AND MATERIALS CONTRACT

Project Name: _____ Contract Number: _____

Parties:

Contractor Name: _____

Contractor Address: _____

Client Name: _____

Client Address: _____

1. Scope of Work:

Contractor agrees to perform the services and furnish the materials described in this Contract in accordance with the terms and conditions set forth herein. The work shall be performed in a professional and workmanlike manner, consistent with industry standards.

2. Time of Performance:

The Contractor shall commence work promptly and shall diligently prosecute the work to completion in accordance with the agreed schedule. Time is of the essence in this Contract.

3. Payment:

Client agrees to pay Contractor on a time and materials basis for services performed and materials furnished. Hourly labor rates and material costs are as set forth in the attached Schedule of Rates. Contractor shall submit invoices detailing hours worked, materials furnished, and applicable charges.

Hourly Labor Rates: _____

Material Markup (%): _____

4. Change Orders:

Any changes to the scope of work, materials, or schedule must be documented in a written change order signed by both parties prior to commencement of such changes. Pricing and time adjustments will be specified therein.

5. Termination:

Either party may terminate this Contract for cause upon written notice if the other party materially breaches any provision of this Contract and fails to cure such breach within a reasonable period. Upon termination, Client shall pay Contractor for all work performed and materials furnished through the date of termination.

6. Independent Contractor:

Contractor is an independent contractor and shall perform all work under this Contract as an independent entity. Nothing contained herein shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

7. Insurance and Liability:

Contractor shall maintain insurance coverage appropriate for the work performed, including general liability and worker's compensation insurance. Contractor's liability for any claim arising under this Contract shall be limited to direct damages and shall exclude consequential damages.

8. Indemnification:

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Client and its agents, employees, and representatives from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of work under this Contract, provided that such claims, damages, losses, or expenses are caused in whole or in part by any negligent act or omission of Contractor.

9. Dispute Resolution:

Any dispute arising from or related to this Contract shall be resolved first through good faith negotiations between the parties. If unresolved, disputes shall be submitted to binding arbitration under the rules of the American Arbitration Association, held in the state where the work is performed.

10. Governing Law:

This Contract shall be governed by and construed in accordance with the laws of the United States and the applicable state laws where the work is performed, without regard to conflict of laws principles.

11. Entire Agreement:

This Contract constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written. No amendment or modification shall be binding unless in writing signed by both parties.

12. Severability:

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

13. Notices:

All notices required or permitted under this Contract shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation to the addresses specified above or such other address as either party may designate in writing.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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