

ELECTRICAL JOB CONTRACT

This Construction Contract ("**Contract**") is entered into _____ ("**Effective Date**"), by and between _____, with an address of _____ ("**Contractor**") and _____, with an address of _____, ("**Customer**"), collectively the "**Parties.**"

1. **ELECTRICAL Services.** Customer wishes to obtain the Contractor's services to perform the following work. Detailed plans and specifications to be attached to this Contract.

("Services").

The Services are to be performed at the following address:

("Property").

Contractor agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract. Upon completion of the Services, Contractor will remove all materials, supplies, and other debris.

2. **Changes in the Services.** Customer may request reasonable changes to the Services described in Section 1. Any changes to the Services must be in writing and signed by both Contractor and Customer. Customer agrees that any changes to the Services may result in additional charges and extend the Construction Schedule described in Section 3.
3. **Construction Schedule.** Contractor will complete the Services in accordance with the following schedule. Customer agrees that all dates are

subject to change if Customer requests any changes or additions to the Services. Completion date is further subject to weather conditions.

Start Date:

Substantial (___%) Completion Date:

Full Completion Date:

4. **Payment Schedule.** Customer agrees to pay Contractor the Total Payment specified below for the Services in accordance with the following schedule:

Upon execution of the Contract:

\$ _____

Upon completion of ___ % of the Services:

\$ _____

Upon completion of all Services:

\$ _____

TOTAL AMOUNT DUE:

\$ _____

Contractor agrees to provide Customer a breakdown of all costs (i.e., materials and labor) upon Customer's request.

5. **Representations.**

Contractor Representations. Contractor is a duly licensed general contractor in good standing, License #_____. Contractor will perform the Services in a workmanlike manner, in compliance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements.

Customer Representations. Customer is the legal owner of the Property, or otherwise has authority to permit construction upon the Property. The requested Services are in accordance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements. Customer has the financial ability to pay Contractor for the Services.

6. **Obligations.**

Contractor Obligations. Contractor will obtain, at its own cost, all necessary permits and approvals to perform the Services. Contractor agrees to provide Customer lien waivers, lien releases, and/or acknowledgement of full payment upon receipt of each payment laid out in the Payment Schedule in

Section 4 above. Contractor will take all reasonable safety precautions in performing the Services. Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.

Customer Obligations. Customer will provide Contractor, its employees, agents, and subcontractors, reasonable access to the Property for the purpose of performing the Services. Customer agrees to keep the Property clear of all known and potential hazards. Customer further agrees to keep all pets out of the work area of the Property.

7. **Insurance.** Contractor warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
8. **Subcontractors.** Contractor may engage subcontractors to perform work at its discretion, provided that Contractor shall fully pay any subcontractor and in all instances remain responsible for the proper completion of this Contract.
9. **Events Beyond Contractor's Control.** Customer agrees that if the Contractor is unable to complete the Services by the Completion Date because of reasons that were not caused by the Contractor (i.e., availability of necessary supplies, materials, etc.) or because of events beyond the Contractor's control (such as labor issues, fire, flood, acts of God, vandalism, etc.), Contractor will not be deemed to have breached this Contract and the time for Contractor to complete the Services will be extended by the amount of time reasonably necessary for Contractor to complete the Services and at a schedule agreeable to the Parties. The time for Customer to pay Contractor for the Services will be extended in the same manner.
10. **Liability Waiver.** If Contractor, any of its employees, contractors, agents, or the like are injured in the course of performing the Services, Customer is exempt from liability for those injuries to the fullest extent allowed by law.
11. **Termination.** Customer can terminate the Contract by giving written notice:
(a) if Contractor commits any material breach of this Contract and fails to correct the breach within 10 days of notice of the breach; or (b) if there is any repeated failure by Contractor to provide the Services of an acceptable standard and to the reasonable satisfaction of Customer.

Contractor can terminate the Contract by giving written notice: (a) if Customer fails to make the payments required and set forth in Section 4 within 5 days of notice of failure to make a payment; or (b) if Customer

commits any other material, non-financial breach and fails to correct the breach within 10 days of notice of the breach.

12. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered or supplemented except in writing signed by both Contractor and Customer.
13. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
14. **Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Contract.
15. **Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract 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.
16. **Waiver.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
17. **Applicable Law.** This Contract shall be governed and construed in accordance with the laws of the state where the Property is located, without giving effect to any conflicts of laws provisions.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT CUSTOMER IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. CUSTOMER SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. CUSTOMER IS ENTITLED TO A COPY OF THIS CONTRACT.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"CONTRACTOR"

Signed: _____

By: _____

Date: _____

"CUSTOMER"

Signed: _____

By: _____

Date: _____