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CONSTRUCTION AGREEMENT

This agreement is made on this ___ day of _____ by and between Greig C. Bell Construction, Inc., a Florida corporation, (hereinafter referred to as Manager) and _____ of (hereinafter referred to as Owner).

WITNESSETH

WHEREAS, Owner is constructing a single family residence in accordance with the plans and specifications attached hereto as "Exhibit A" and made a part hereof (hereinafter referred to as the Improvements) at the property located at _____ legally known as:

Legal Description:

Lot _____, Block _____, Section _____, Township _____, Range _____, Subdivision _____, _____ County.

WHEREAS, Owner will act as the general contractor of the construction of the Improvements; and

WHEREAS, Manager is a Florida licensed general contractor; and

WHEREAS, Owner is desirous of having Manager assist Owner in he designing, installing, and completing the Improvements, all in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises set forth herein and other good and valuable considerations, the parties agree s follows:

1. OBLIGATIONS OF MANAGER: Manager shall consult and assist Owner in the design, installation and timely construction and such other services required by Owner, including, but not limited to the following.

a. The Negotiation for and acquisition of all necessary licenses and permits including all building and other permits to permit completion of the Improvements.

b. Assisting the Owner with the negotiation for and procurement of any necessary municipal or statutory approvals of the Improvements, including, if necessary, official plan amendments, zoning amendments, and preparation and deposits of registered plans.

c. The complete management, supervision and administration of all contracts entered into by the Owner for the development of the Improvements and installation of all services to enable development of the Improvements.

d. Supervise subcontractors as to quality and timeliness of construction.

e. The obtaining of all materials, equipment, and construction services for the servicing of the Improvements, including negotiation contracts for the purchase of all materials and the leasing of all equipment, the inspection of all materials and equipment, expediting, receiving and accounting therefore at the property where the Improvement is located.

f. Assist Owner in obtaining release from subcontractors and material men.

g. Provide such other services so as to complete the Improvements in a timely and first class manner and in accordance with the designs and specifications.

h. Provide such other services as to complete Improvements within **One Hundred Fifty (150)** days after the issuance of the building permit.

i. Assist Owner in negotiation and preparation of Subcontractor's agreements

j. Obtain on behalf of Owner warranties from subcontractors and suppliers for all work performed and materials supplied of not less than **One (1)** year.

k. Review and approve invoices for payment on behalf of Owner.

l. Supervise construction so as to comply to the fullest possible extent with the construction budget attached hereto as "**Exhibit B**" and made part hereof.

2. **PLANS AND SPECIFICATIONS:** Manager agrees to perform the above named work and preparation of plans with respect to Improvements immediately. Manager will prepare or if prepared by an architect, review complete electrical schematics, showing required equipment and wiring. Manager will furnish, or if prepared by an Architect, review all architectural, mechanical, electrical, and structural details and related information, and prepare and furnish all calculations and design information. Manager will prepare draft copies of specifications covering all items of construction, check all final plans and specifications, prepared by owner and prepare the necessary permits and applications that may be required for filing of subject plans and governing agencies.

3. **OWNER'S WORK:** Owner will be responsible for all work with respect to construction of the Improvements. Manager agrees to furnish consulting services only, as may be required for any and all of Owner's work.

4. **SUPERVISION AND INSPECTIONS:** Manager shall provide general supervision of the construction of the Improvements, which will include regular inspections during the course of construction, including **ONE (1)** final inspection for purposes of approval and instruction of the Owner.

5. **COMPENSATION:** Owner agrees to pay Manager a lump sum fee in the amount of _____ Dollars (\$_____) for all work indicated in this Agreement as required supervision payable as follows:

a. Initial Deposit will be made in the amount of **One Thousand 00/100 Dollars (\$1,000.00)**, upon execution of this Agreement.

b. During construction, **Five (5)** payments will be made in the amount of ___ Dollars (\$____), for **Five (5)** draws on the construction loan. So long as the Manager is not in default hereunder, payment will be made.

c. Upon completion of the Improvements **One (1)** final payment will be made in the amount of _____ Dollars (\$____).

d. If the Improvements are not made within **Two hundred thirty (230)** days as a result of Manager's failure to perform hereunder, Manager shall not be entitled to the final payment described in sub-paragraph C above.

6. **SITE INFORMATION:** Owner will, if available, provide Manager with all required site information (including topographical), existing condition plan, soil boring logs, information on underground lines and/or obstruction that may exist at the site, deeded rights of way, water supply, power supply, fuel and waste disposal information, building plans, design information, and such other data that may be pertinent to the design of the Improvements.

7. **DEFAULT:** The occurrence of any of the following events shall constitute an event of default ("Event of Default") hereunder:

a. Default in the performance of any of the agreements or obligations of Manager contained in this agreement for a period of **Seven (7)** days after notice to the Manager except that an Event of nature that is reasonable requires more than **Seven (7)** days to cure, is capable of being fully cured within a reasonable amount of time and the Manager is diligently proceeding to cure said default/but in no event more than **Twenty-one (21)** days.

b. Institution by Manager of proceeding under any laws of the United State or any state for the relief of debtors.

c. The filing of an involuntary petition of bankruptcy against Manager, by the creditors thereof, said petition remaining undischarged for a period of **Sixty (60)** days after the date the same was filed, the bankruptcy or insolvency of Manager, a general assignment by Manager for the benefit of creditors or the filing of a voluntary petition of bankruptcy.

d. Attachment, execution or other judicial seizure of Manager's assets or after final judgment, if such attachment, execution of seizure remains un dismissed or undischarged for a period of **Twenty (20)** days after the levy thereof.

e. A material misstatement by Manager of any of the representations and warranties set forth in this Agreement.

f. Failure or refusal of Manager to supply a full sufficiency of materials or workmen, or cause any unreasonable neglect or suspension of work, or fail to refuse to comply with any conditions of this Agreement. In such event, Owner or Owners agent shall have the right, after **Forty-eight (48)** hours written notice to Manager, to enter upon and take possession of the work site and to provide materials and labor sufficient to finish the Improvements. In such event, the Owner shall have no further obligation to Manager and he will have to complete let-off for any amounts due to Manager for the cost of completing the Improvements without Manager.

8. NOTICE: All notices, approvals, waivers, consents, demands, request and declarations (hereinafter called "Notices") given or required to be given by either party hereto to the other party shall be in writing. All Notices shall be deemed to have properly given if hand delivered or sent by facsimile transmission or by Us registered or certified mail or overnight express deliver, postage pre-paid, addressed as set froth above, or to such other address a such party may from time to time designate by written notice to the other party given as herein required. Such notice shall be deemed to have been **Two (2)** business day after being sent by the party giving such notice, or upon receipt whichever first occurs.

9. CAPTIONS: The captions appearing in this Agreement are inserted as a matter of convenience and for reference and in no way affect this Agreement, define, limit or describe its scope, intent of any of its provisions.

10. ENFORCEMENT EXPENSES: The prevailing party in any litigation arising out of this Agreement shall be entitled to all costs and reasonable attorney's fees at both the trial and appellate levels.

11. ENTIRE AGREEMENTS: This Agreement embodies all of the terms and conditions relating to the Manager providing services to the Owner and all oral or representations or statements made by ether party prior to execution are merged herein. No waiver or modification of this Agreement or of any convenient, condition or limitation herein contained shall be valid unless in writing and duly executed by the Manager and approved by the Owner. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of the parties hereunder, unless such a waiver or modification is in writing, duly executed and aforesaid, and the parties further agree that the provision of this section may not be waived except as herein set forth.

12. WAIVER: The waiver of a breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach.

13. APPLICABLE LAW: This agreement shall be governed by and construed pursuant to the Laws of the State of Florida where it is made and executed. If any of the terms or part of this Agreement shall be determined to be invalid, illegal or unenforceable in whole or part, this validity of the remaining part of such term or the validity of any other of such term of this Agreements shall not in any way be affected.

14. COUNTERPARTS: This Agreements may be executed in multiple counterparts, each of which shall be an original, but all of which shall be deemed to constitute one instrument.

15. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

16. CORPORATION: If the Manager is a corporation or partnership, all terms and conditions of this Agreement shall apply to the employees of Manager as if such employees executed this Agreement in his individual capacity.

17. GENDER: For the purposes of this Agreement, reference to his or he shall be deemed to include the female and neural gender as appropriate.

18. WARRANTY: Manager shall warrant all work performed by Manager hereunder for **One (1)** year after completion of construction of the entire residence. Manager shall perform all work necessary at no charge to Owner for any required corrective work after notice from Owner of such defect. In addition, if any construction defect arises due to subcontractor's or material men's defect, Manager shall assist Owner at no charge in obtaining the correction thereof, based on the terms of the warranty provided by the applicable subcontractor and/or material men.

19. FORCE MAJEURE: Manager shall be excused for any period of delay in the performance of its obligations hereunder

when prevented from doing so by cause or causes outside of Manager's control, including but not limited to, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, fire or other casualty inability to obtain material supplies, services and financing or through acts of God.

Executed as of the day and year first above written.

WITNESSES

OWNERS

WITNESSES

MANAGER
