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**Disclaimer:**

The attached are intended to serve only as sample templates. CLDA recommends conferring with legal counsel to tailor these templates to your specific organization and the laws of your state. CLDA has partnered with the attorneys at Swift, Currie, McGhee, & Hiers, LLP to arrange for a discounted review of these sample documents.

By providing these documents, neither CLDA nor Swift, Currie, McGhee & Hiers, LLP is offering legal advice. Similarly, no duties are intended or created by this communication.  If you do not have a signed fee contract or engagement letter with Swift, Currie, McGhee & Hiers, LLP, the firm does NOT represent you as your attorney.​

To schedule a consultation and review in order to tailor these documents to your organization, you may reach out to Cristine Huffine, at Cristine.huffine@swiftcurrie.com or Crystal McElrath, at crystal.mcelrath@swiftcurrie.com

CUSTOMER CONTRACT

This Agreement between Customer (the ”Customer”) and Contractor (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) ,together with the documents referred to in this Agreement, constitute(s) the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations and/or understandings of the parties, written or oral.

1. Services provided. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Contractor has the right to subcontract any part of, or all of, the work herein. The Customer shall communicate with subcontractors only through the Contractor and Customer’s directives given to subcontractors shall constitute Customers acceptance of a Change Order for such work.

2. Change Orders. Should Customer, or any government body or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Customer agrees to pay Contractor his normal selling price for such extra work. Change orders must be in writing and signed by both parties prior to the commencement of such work. Change Orders must be accompanied by payment of 100% materials and 50% of labor of such work. The Estimated Job Duration shall be revised by the Contractor. All change orders shall become a part of this contract and shall be incorporated herein.

3. Customer's Responsibility. Customer is solely responsible for the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4. Delay. Contractor shall not be held responsible for any damage occasioned by delays resulting

from; work done by Customer's subcontractors, extra work, acts of Customer or Customer's agent including failure of Customer to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

5. Right to Stop Work and to Withhold Payment on Labor and Materials. Either party may terminate this contract with 10 days written notice. Any fees or charges already due as of the date of such notice will remain due. If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Customer from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"); during the period that Customer is in arrears in making payments to Contractor for bills received during the same period.

6. Collection. Customer agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Customer default in payment of this contract. Overdue accounts are subject to interest charged at 18% per annum or the highest rate allowed by law.

7. Legal Fees.In the event litigation or arbitration arises out of this contract, prevailing party(ies) are

entitled to all legal, arbitration, and attorney fees. The court or arbitrator shall not be bound to award fees based on any set fee schedule but shall if it so chooses, award the true amount of all costs, expenses and attorney fees paid or incurred.

8. Arbitration of Disputes. Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be, at the sole discretion of the Contractor, settled by arbitration in accordance with the applicable Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the law. The arbitrator shall award reasonable attorney’s fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do(does) appear and participate. Notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights.

9. Indemnification. Customer shall indemnify, defend and hold harmless, Contractor and its affiliates, employees, Customers, family members, agents, employees, subcontractors, successors, and assigns against any claims, losses, liabilities, damages, consequential damages, or expenses (including prepaid reasonable attorney fees) that arise directly or indirectly out of (a) death or bodily injury of any person(s); (b) the damage, loss or destruction of any real or tangible personal property.

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Customer Date

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Contractor Date

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