

PROJECT AGREEMENT

Project Name: _____ Location: _____

Parties:

Client: _____

Address: _____

Phone/Email: _____

Contractor: _____

Address: _____

Phone/Email: _____

Project Description:

The Contractor agrees to perform the work and deliver the services described in the attached Scope of Work, which is incorporated herein by reference. All work shall be performed in a professional, workmanlike manner and in accordance with industry standards and applicable laws and regulations.

Term and Completion:

The work shall commence upon the effective date of this Agreement and shall be substantially completed within the timeframe specified in the Scope of Work. Time is of the essence, and Contractor shall notify Client promptly of any conditions that may delay timely completion.

Payment Terms:

Client shall pay Contractor the total fee as outlined in the attached Payment Schedule. Payment shall be made according to milestones or upon completion of deliverables as specified. Late payments shall bear interest at the maximum rate permitted by law.

Change Orders:

Any changes to the scope, schedule, or fees must be agreed upon in writing by both parties via a Change Order. Contractor shall not proceed with changed work without such written authorization.

Warranties:

Contractor warrants that the work will be free from material defects for a period of one year following completion. This warranty does not cover damage due to misuse, alterations, or normal wear and tear.

Insurance and Liability:

Contractor shall maintain adequate insurance, including general liability and workers' compensation, and provide certificates of insurance upon request. Neither party shall be liable to the other for indirect, incidental, or consequential

damages arising from this Agreement.

Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, and expenses arising out of the indemnifying party's negligence or willful misconduct.

Termination:

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure within 30 days. Upon termination, Client shall pay for all work performed up to termination date.

Confidentiality:

The parties agree to keep confidential all proprietary or sensitive information disclosed in connection with this Agreement and use such information only for performance hereunder, except as required by law.

Dispute Resolution:

Any disputes arising under or related to this Agreement shall be resolved first through good-faith negotiation, and if unresolved, by binding arbitration in accordance with the rules of the American Arbitration Association in the jurisdiction specified below.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. Venue for any legal action arising hereunder shall be in the state or federal courts located in _____ County, _____.

Entire Agreement:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior proposals, negotiations, and communications, whether oral or written. Amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

Waiver:

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means shall be deemed originals.

CLIENT SIGNATURE

CONTRACTOR SIGNATURE

Signature: _____

Signature: _____

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