



Purchaser and Contractor Agreement

THIS AGREEMENT made this _____ day of _____, 20_____
BETWEEN:

Name of Purchaser (the "Purchaser")

AND: _____
Name of Contractor (the "Contractor")

Address of Purchaser

Address of Contractor

Phone # _____ Phone # _____

GST Registration #: _____

PROJECT ADDRESS: _____

The Contractor has a valid Business License, and has agreed with the Purchaser to perform certain portion(s) of the work on the Project and supply all of the labour, materials, products, tools, construction machinery and equipment necessary and subject to the terms on the reverse:

WORK TO BE PERFORMED

The labour and material to be provided by the Contractor in a proper and workmanlike manner pursuant to the terms and conditions of this Agreement are as follows: (Insert a precise description of work to be performed and materials to be provided by reference to the plans and specifications.)

START DATE: _____ COMPLETION DATE: _____

CONTRACT PRICE

a) The total contract price is _____ Dollars, \$ _____ which includes the obtaining of all required permits and inspections, and all taxes in force at the time of signing this Agreement. The Contractor shall pay when due all such expenses which are payable by the Contractor and, on default, any penalties or interest accruing.

b) Payment of the contract price shall consist of _____ Dollars, \$ _____ paid upon the signing of this Agreement and _____ Dollars, \$ _____ paid upon completion of the work to be performed.

All payments will be subject to any applicable builders' lien holdbacks by the Purchaser from the Contractor under the *Builders' Lien Act*. Under no circumstances will any portion of the builders' lien holdback be held back to require the Contractor to complete deficiencies.

PAYMENT CERTIFIER (if any)

The payment certifier (the person responsible for certifying when payments are due, if or when required, under the Builders' Lien Act) will be

_____ (name)

of _____ (address)

(the "Payment Certifier"). If no Payment Certifier is named in the agreement, then the Purchaser and the Contractor will be the Payment Certifier in respect of amounts due to the Contractor and the Purchaser and the Contractor acting together will be the Payment Certifier in respect of amounts due to any subcontractor. The Payment Certifier agrees to act in this capacity in accordance with the *Builders' Lien Act*.

Name of Payment Certifier (print): _____

Signature of Payment Certifier: _____
(if an architect, engineer or other person is so specifically designated)

SEE TERMS AND CONDITIONS ON REVERSE

IN WITNESS WHEREOF the parties have executed this Agreement under their respective seals and by the hands of proper officers duly authorized.

Name of Purchaser (print)

Name of Contractor (print)

Signature

Signature

Date: _____

Date: _____

This form is provided by the Saskatoon & Region Home Builders' Association as a service to its professional members. The Association accepts no responsibility whatsoever for its sufficiency and recommends that appropriate professional advice be sought. Document last modified January 2019. Document can be found at <http://saskatoonhomebuilders.com/news-publications/contract-templates/>

TERMS AND CONDITIONS

1. STANDARDS APPLICABLE TO THE WORK

The labour and material shall be supplied:

- (a) in accordance with applicable building codes and bylaws;
- (b) in a proper and workmanlike manner, and
- (c) in accordance with the plans and specifications issued by the Purchaser to the Contractor.

If there is any discrepancy between the specifications and the other documents as to scope of work, workmanship and materials, the specifications take precedence. If the Contractor discovers an error, inconsistency or omission in the plans, specifications or sub-surfaces to be worked on, the Contractor shall not proceed with the work affected until having received corrected or missing information from the Purchaser and/or the subsurface defect(s) has been repaired.

2. PAYMENT

- (a) Subject to applicable legislation and in accordance with the provisions of this Agreement, the Purchaser shall make payments to the Contractor on account of the Contract price.
- (b) If any Payment Certifier has certified that the work of the Subcontractor has been completed, the Builder shall pay to the Contractor holdback monies at the time due as described in paragraph 2(c).
- (c) The release of holdback monies shall become due and payable in accordance with statutory requirements in the *Builders' Lien Act* provided that no claims against the work exist and the Contractor has submitted to the Purchaser a sworn statement that all accounts for labour, contracts, products, tools, construction machinery and equipment, and any other indebtedness which may have been incurred by the Contractor in the performance of the work and for which the Purchaser might in any way be held responsible, have been paid in full, except holdback monies properly retained, or payment arrangements have been made.

3. DELAYS

If the Contractor is delayed in the performance of the work by any cause beyond the control of the Contractor, the Contract time shall be extended for such reasonable time as the Contractor, in consultation with the Purchaser, may decide.

4. DEFAULT BY CONTRACTOR

- (a) Without prejudice to any other right or remedy the Purchaser may have, if the Contractor neglects to perform the work in accordance with the terms of this Agreement, or if the Contractor becomes bankrupt or makes a general assignment for the benefit of its creditors, or if a receiver of the Contractor is appointed, the Purchaser, by written notice to the Contractor, may require the Contractor to cure the default, neglect or event specified in the notice within ten (10) days of the delivery of the notice. If the Contractor fails to comply with the the notice in the time so limited, the Purchaser may finish the work in accordance with the plans and specifications as the Purchaser deems expedient, but without undue delay or expense. In this case, the Contractor shall not be entitled to any further payment under this Agreement but, upon completion of the work, an accounting shall be made between the Purchaser and the Contractor in which the costs of completion necessarily incurred by the Purchaser shall be set off against any balance due to the Contractor under this Agreement. If the unpaid balance exceeds the expenses of finishing the work, the excess shall be paid to the Contractor; however, if the expenses shall exceed the unpaid balance, the Contractor shall pay the difference to the Purchaser.
- (b) In the event of such default by the Contractor, the Purchaser will not, under any circumstances, pay out or apply any portion of the builders' lien holdback withheld from the Contractor until the possibility of any lien arising under the Contractor is exhausted.

5. DEFAULT BY PURCHASER

If the payment of any amounts agreed to be paid to the Contractor are not made at the times and in the manner provided, or if the Purchaser defaults in any of the other covenants or agreements herein, the Contractor, at its option, may cease work and treat the contract as repudiated, and the Contractor may recover payment for the work already complete plus damages, including loss of profit, together with interest thereon at the rate of ____% per annum.

6. WARRANTY

- (a) The Purchaser shall give the Contractor written notice of any defects within a reasonable time.
- (b) The Contractor shall correct, at its own expense, any defects in the work due to faulty materials and/or workmanship appearing within a period of one year from the date of completion.
- (c) The Contractor shall correct and/or pay for any damage to other work resulting from any corrections required in paragraph 6(a).
- (d) If the Contractor fails to correct defects or pay damages causing the Purchaser expense or cost, the Contractor agrees to indemnify and hold harmless the Purchaser against any such expenses or costs.
- (e) The Contractor shall indemnify and hold harmless the Purchaser from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of its obligations under this Agreement, except if the same are caused or contributed to by the Purchaser.

7. LIABILITY INSURANCE

The Contractor shall provide and maintain, at its expense, reasonable insurance against claims made for damages for personal injury or property damage by reason of anything done or not done by the Contractor, its employees or agents, in connection with the performance of this Agreement.

8. WORKERS' COMPENSATION

The Contractor agrees that it will remain in good standing with the Workers' Compensation Board of Saskatchewan and shall pay any assessments under the *Workers Compensation Act* applicable to the Contractor's workforce or any subcontractor retained by the Contractor. At any time during the term of this Agreement, when requested by the Purchaser, the Contractor shall provide evidence of compliance by itself and any or all of its subcontractors. It is specifically understood that Workers' Compensation Board costs are included in the Contract price and the Contractor authorizes any Workers' Compensation Board deductions to be paid on its behalf by the Purchaser and an equal amount of money will be deducted from any monies owing.

9. CHANGES IN WORK

- (a) The Purchaser, without invalidating this Agreement, may make changes by altering, adding to, or deducting from the work, with the Contract price and the Contract time being adjusted accordingly.
- (b) No change to the work shall be made by the Contractor without a written "Change Work Order" form or other agreed form signed by the Purchaser.

10. CLEANUP

The Contractor, at its own expense, shall keep the work area in a tidy condition and free from the accumulation of waste products and debris. When the work is totally performed, the Contractor shall remove all surplus products, tools, construction machinery and equipment and any waste products and debris and leave the site in a clean and tidy condition.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes all previous expectations, understandings, negotiations, communications and agreements, whether verbal or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.