

Siding Contractor Services Agreement

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General Information

Siding Contractor Agreement

This Siding Contractor Agreement is between a homeowner and a company or individual who will render siding services. This agreement sets out the specific terms including a detailed description of the job, payment terms and when the job should be completed. It also contains provisions regarding obtaining of permits and that the siding contractor is considered an independent contractor.

It is imperative that any type of home improvement project be clearly set forth in writing. A written Siding Contractor Agreement will prove valuable in the event of disagreements, misunderstanding or litigation between the parties.

Instructions and Checklist

Siding Contractor Agreement

- The parties should read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- The parties should read the "Payment Terms" provision carefully. If there are disagreements, they will likely focus on this provision.
- This agreement must be signed by the homeowner and siding contractor.
- The parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

Step-by-Step Instructions

Siding Contractor Agreement

The following instructions will walk you through each provision to help you fully understand the terms of your agreement. The numbers below correspond with the respective provision within the Agreement.

Heading: Fill in the names of the homeowner and siding contractor as well as the address of the property where the work is to be performed.

Section 1: Job Description: Describe in detail the siding services the Contractor will provide and the hours in which the Contractor may work.

Section 2: Payment Terms. Check the appropriate box which reflects the method of payment for the project.

Section 3: Time of Performance. Set forth the beginning and completion dates of the siding project.

Section 4: Independent Contractor Status. Check the appropriate box and provide specific examples if necessary.

Section 5: License Status Number. Check the appropriate box and provide a detailed description regarding the siding contractor's license.

Section 6: Liability Waiver. Review this provision carefully.

Section 7: Permits and Approvals. Check the appropriate boxes and add details if necessary.

Section 8: Liens and Waivers of Liens. Read each provision carefully and check the appropriate box. Provide additional information if necessary.

Section 9: Materials. Read the provisions carefully, check the appropriate box and add detailed descriptions if warranted.

Section 10: What Constitutes Completion. Read this provision carefully.

Section 11: Limited Warranties. Check the appropriate boxes and provide additional details if necessary.

Section 12: Dispute Resolution. Check one box which will set forth how any disputes regarding this agreement should be handled.

Section 13: Late Performance. Check one box and provide additional information if warranted.

Section 14: Change Order (Mid-Performance Amendments). Read this provision carefully.

Section 15: Indemnification (Hold Harmless) Clause. Check the appropriate boxes and provide details if necessary.

Section 16: Surety Bond. Provide the amount of any surety bond.

Section 17: Site Maintenance. Check the appropriate boxes and provided necessary descriptions.

Section 18: Additional Agreements and Amendments. Provide any additional amendments or agreements entered into between the parties regarding this siding project.

Signature Blocks. Both homeowner and contractor must sign and date this services agreement.

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SIDING CONTRACTOR AGREEMENT

_____ Homeowner, desires to contract with
_____ Contractor, to perform certain work on
property located at: _____

1. Job Description

The work to be performed under this agreement consists of the following:

2. Payment Terms

In exchange for the specified work, Homeowner agrees to pay Contractor as follows (choose one and check the appropriate boxes):

- a. \$ _____, payable upon completion of the specified work by cash check
 b. \$ _____, payable one half at the beginning of the specified work and one half at the completion of the specified work by cash check.
 c. \$ _____ per hour for each hour of work performed, up to a maximum of \$ _____, payable at the following times and in the following manner: _____

3. Time of Performance

The work specified in this contract shall (check the boxes and provide dates):

begin on _____

be completed on _____

Time is of the essence

4. Independent Contract Status

It is agreed that Contractor shall perform the specified work as an independent contract. Contractor (check the appropriate boxes and provide description, if necessary):

maintains his or her own independent business.

shall use his or her own tools and equipment except: _____

shall perform the work specified in Clause 1 independent of Homeowner's supervision, being responsible only for satisfactory completion of the work.

5. License Status Number

Contractor shall comply with all state and local licensing and registration requirements for type of activity involved in the specified work.

(Check one box and provide description)

Contractor's state license or registration is for the following type of work and carries the following number: _____

Contractor's local license or registration is for the following type of work and carries the following number: _____

Contractor is not required to have a license or registration for the specified work, for the following reasons: _____

6. Liability Waiver

If contractor is injured in the course of performing the specific work, Homeowner shall be exempt from liability for those injuries to the fullest extent allowed by law.

7. Permits and Approvals

(Check the appropriate boxes)

Contractor Homeowner shall be responsible for determining which permits are necessary and for obtaining the permits.

Contractor Homeowner shall pay for all state and local permits necessary for performing the specific work.

Contractor Homeowner shall be responsible for obtaining approval from the local homeowner's association, if required.

8. Liens and Waivers of Liens

To protect Homeowner against liens being filed by Contractor, subcontractors and providers of materials, Contractor agrees that (check one box and provide description, if necessary):

Final payment to Contractor under Clause 2 shall be withheld by Homeowner until Contractor presents Homeowner with lien waivers, lien releases, or acknowledgment of full payment from each

subcontractor and materials provider.

All checks to Contractor shall also be made out jointly to all subcontractors and materials suppliers.

Contractor shall not:

- Use a subcontractor without first obtaining a lien waiver or release and delivering a copy to Homeowner; or
- Use any materials without obtaining an “acknowledge of full payment” from the materials supplier and delivering a copy to Homeowner.

Homeowner and Contractor agree that Homeowner shall be protected against liens in the following manner:

9. Materials

a. All materials shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer’s warranty if appropriate, except as follows:

b. The materials shall consist of (check one box and provide description, if necessary):

the materials described in Clause 1.

the materials described in the Schedule of Materials attached to this contract.

the following items:

The materials shall be purchased by (check one box):

Contractor, to be reimbursed as specified in Clause 2.

Homeowner.

10. What Constitutes Completion

The work specified in Clause 1 shall be considered completed upon approval by Homeowner, provided that Homeowner’s approval shall not be unreasonably withheld. Except for the “retainage amount” of 10% of the contract price, substantial performance of the specified work in a workmanlike manner shall be considered sufficient grounds for Contractor to require final payment by Homeowner, except as provided in Clause 8 (Liens and Waiver of Liens).

11. Limited Warranties

Contractor will complete the specified work in a substantial and workmanlike manner according to standard practices prevalent in Contractor's trade. Contractor warrants that: (check one or more boxes and provide descriptions, if necessary):

- the specified work will comply with all applicable building codes and regulations.
- the labor and materials provided as part of the specified work will be free from defects for _____ from the date of completion
- Additional warranties offered by the Contractor are as follows:

12. Dispute Resolution

If any dispute arises under the terms of this agreement, the parties agree to select a mutually agreeable neutral third party to help them mediate it. If the mediation is deemed unsuccessful, the parties agree that (check one box):

- The dispute shall be decided by the applicable small claims court if the amount in dispute is within the court's jurisdiction, and otherwise by binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final.
- The dispute shall be directly submitted to binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final.
- The dispute shall be settled according to the laws of the state that apply to this agreement. Any costs and fees (other than attorney fees) associated with mediation and arbitration shall be shared equally by the parties. Attorney fees associated with arbitration or litigation shall be paid as follows (check one box):
 - Each party shall pay his or her own attorney fees.
 - The reasonable attorney fees of the prevailing party shall be paid by the other party.

13. Late Performance

If performance of the specified work is late, Contractor agrees that (check one box and provide description, if necessary):

- Homeowner shall be damaged in the amount of \$ _____ per _____ and that Contractor shall be liable for such sums, which may be credited against any sums owed to Contractor by Homeowner.
- A dispute over any damages or loss claimed by Homeowner for the delay in performance of the

specified work shall be resolved as provided in Clause 12 of this agreement.

14. Change Order (Mid-Performance Amendments)

The Contractor and Homeowner recognize that:

- Contractor’s original cost and time estimates may prove too low due to unforeseen events, or to factors unknown to the Contractor when the contract was made;
- Homeowner may desire a mid-job change in the specifications that would add time and cost to the specified work possibly inconvenience the Contractor; or
- Other provisions of the contract may be difficult to carry out because of unforeseen events, such as a materials shortage or a labor strike.

If these or other events beyond the control of the parties reasonable require adjustments to this contract, the parties shall make a good faith attempt to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this contract. Failure to reach agreement shall be deemed a dispute to be resolved as agreed in Clause 12.

15. Indemnification (Hold Harmless) Clause

Contractor agrees to (check appropriate boxes and provide description, if necessary):

Hold harmless and indemnify Homeowner for all damages, costs and attorney fees that arise out of harm caused to Contractor, subcontractors and other third parties, known and unknown, by Contractor’s performance of the specified work, except as follows:

Obtain adequate business liability insurance that will cover Job and any injuries to subcontractors or employees.

16. Surety Bond

Prior to beginning job, Contractor shall be required to obtain a surety bond covering Contractor’s obligations under this contract, in the amount of \$_____.

17. Site Maintenance

Contractor agrees to be bound by the following conditions when performing the specified work (check the appropriate boxes and provide descriptions):

Contractor shall perform the specified work between the following hours:

At the end of each day’s work, Contractor’s equipment shall be stored in the following location:

At the end of each day's work, Contractor agreement to clean all debris from the work area and leave all appliances and facilities in good working order except as follows:

Contractor agrees that disruptively loud activities shall be performed only at the following times:

Contractor agrees to confine all work-related activity, materials and products, including dust and debris, to the following areas: _____

Contractor agrees that: _____

18. Additional Agreements and Amendments

a. Homeowner and Contractor additionally agree that:

b. _____

c. All agreements between Homeowner and Contractor related to the specified work are incorporated in this contract. Any modification to the contract shall be in writing.

Homeowner: _____ **Dated:** _____

Contractor: _____ **Dated:** _____