

Service/Repair Contract Sample

Between

And

Contractor

Church (hereafter the "Church")

Address

Address

Address

Address

Phone Number

Phone Number

Contractor License Number (if applicable)

Description of the Project and/or Equipment to be Installed:

Term of Contract (if applicable): This Contract shall run from _____, 20__ to _____, 20__. If not applicable, check box here

Contract Price: (Select Option)

- This is a fixed price contract. The fixed price is \$_____.
- This is a time-and-materials contract estimated to cost \$_____, which includes \$_____ in materials and a set rate of \$_____ per hour charged in increments of: quarter hour; half hour; or hour. The cost of this Contract cannot exceed the above estimate without written authorization from the Church.

The above-quoted price/cost does does not include all permit fees, assessment fees, and associated fees and expenses charged by city, county, or local government authorities in connection with this Project. If the price/cost does not include these fees and expenses, the amount of such fees and expenses is specified here: \$_____. The cost for such fees and expenses to be paid by the Church cannot exceed this amount without written authorization from the Church.

Payment Terms:

- _____ Down payment (if any)
(Amount or percent)
- _____ Due on this date: _____
(Amount or percent)
- _____ Due at completion of work
(Amount or percent)

Agreed Start Date for Project/Work: _____

Agreed Completion Date for Project/Work: _____

Additional Terms and Conditions:

1. TIME IS OF THE ESSENCE/DELAY. It is understood and agreed that time is of the essence to the Church in the completion of this Contract. Delay by the Contractor shall result in a reduction of the Contract price by \$_____ for each day of delay of completion of the project beyond the Agreed Completion Date specified above unless such delay is agreed to in writing by the Church or is caused by an act of God.
2. PERMITS: Contractor will obtain all necessary building permits and other permits required for the work under this Contract and shall otherwise comply with all ordinances, laws, and regulations relating to its work under this Contract.
3. SAFE WORKPLACE: Contractor agrees that it will maintain a safe workplace for the duration of its work under this Contract and shall be solely responsible for complying with OSHA and other state or local safe workplace regulations for all labor performed under this Contract.
4. CLEAN-UP: Contractor will make all efforts to leave the Church's property in a reasonably neat and orderly condition at the conclusion of its work each business day. In addition, at the conclusion of this Contract, Contractor shall remove from the Church's property any debris and surplus material and will leave the property in a neat and broom clean condition.
5. INSURANCE/ADDITIONAL INSURED: The Contractor shall obtain and pay for workers' compensation insurance and all forms of insurance required by federal, state and local laws, rules and regulations relating to compensation and employment of labor. In addition, Contractor shall obtain and pay for policies of comprehensive general liability insurance, including, without limitation general liability, bodily injury, property damage, business automobile, and contractual liability coverages in the minimum amount of \$2,000,000 per occurrence/\$5,000,000 aggregate for Property Damage and \$2,000,000 per person/\$5,000,000 per occurrence for Personal Injury. In addition, Contractor shall maintain umbrella or excess liability insurance coverage in the minimum amount of \$5,000,000. The Church shall be named as an additional insured on a primary basis on all such insurance policies.

Prior to the commencement of any work under this Contract, Contractor shall deliver to the Church in a form acceptable to the Church proof of Contractor's insurance coverage in accordance with this provision and proof that the Church has been named as an additional insured on all such insurance policies. It shall be a condition precedent to the Church's

obligation to make payment to Contractor under this Contract that Contractor has delivered proof of insurance/additional insured status to the Church which fully complies with the requirements set forth herein.

6. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Church, their agents and employees from and against any and all claims, suits, actions, damages, losses, liability and expenses, including but not limited to attorney's fees, arising out of, resulting from or in any way connected in whole or in part to the performance of the Contractor's work or the work of its representatives, employees, subcontractors or suppliers and whether or not it is contended the Church contributed thereto in part, or was responsible therefore by reason of non-delegable duty, while on or near the project under the Contract, that is attributable to bodily injury, sickness, disease or death, or to injury to or the destruction of tangible property, other than the work itself regardless of whether or not the Church is partially negligent, excluding only liability created by the sole and exclusive negligence of the Church, for such claim, suit, action, damage, loss or expense.

7. **WARRANTY:** Contractor warrants that all work performed by Contractor and its subcontractors shall be skillfully performed in accordance with accepted trade practices. The warranty on labor under this Contract shall extend for _____ years and the warranty on materials under this Contract shall extend for _____ years after substantial completion of Contractor's work under this Contract. Contractor shall respond to warranty calls within _____ hours after being notified of a warranty issue by the Church.

These warranties shall be in addition to any implied warranties under the law and to any warranties provided by the manufacturer or supplier of equipment installed. Contractor shall assemble and provide to the Church all such manufacturer/supplier warranty information.

8. **WAIVER OF LIENS:** Contractor warrants that all subcontractors and other persons and entities supplying materials or labor to complete the work under this Contract have been or will be paid by Contractor. Contractor agrees to supply lien waivers from all such subcontractor, persons and entities and it is expressly agreed by the parties that provision of such lien waivers to the Church shall be a condition precedent to the Church's obligation for full and final payment under this Contract.

9. **ALTERNATIVE DISPUTE RESOLUTION:** The parties agree that any dispute arising out of this Contract shall be addressed in the following manner before either party shall commence litigation against the other: (1) the parties shall submit the dispute to mediation. An impartial mediator shall be selected by agreement of the parties, who agree to equally bear the costs of the mediation. If the dispute is not resolved in mediation, (2) the parties shall submit the dispute to nonbinding arbitration in accordance with the rules of the American Arbitration Association . The parties shall select an impartial arbitrator and agree to equally bear the costs of the arbitration.

10. **CHOICE OF LAW:** The parties agree that the laws of the State of _____ shall govern any disputes arising under this Contract.

Entered into this _____ day or _____, 20____.

Contractor

Church (hereafter the "Church")

BY:

BY:

Signature

Signature

Printed Name

Printed Name

Title

Title

SWORN TO AND SUBSCRIBED BEFORE
ME, A NOTARY PUBLIC, THIS ____
DAY OF _____, 20____

SWORN TO AND SUBSCRIBED BEFORE
ME, A NOTARY PUBLIC, THIS ____
DAY OF _____, 20____

Notary Public

Notary Public

My commission expires:

My commission expires: