

Narywire Contractor Agreement

THIS AGREEMENT made the _____ day of _____, 20____ by and between Tom Reger/ Narywire hereinafter called the Contractor and _____, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all or a portion of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before _____, 20____ and shall be substantially completed on or before _____, 20____. Time is of the essence. The following constitutes substantial completion of work pursuant to this proposal and contract: (Specify)

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of _____ US Dollars (\$_____), or at the rate of _____ per _____ (\$_____ per _____), subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the Contract shall be paid in the manner following: (Specify)

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract.

If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of seven (7) days from the due date of the payment shall be deemed a material breach of this contract. In such case, Owner agrees to pay the rate of \$5.00 per day for every day the payment is late.

In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner.
2. The Contractor will furnish a plan and drawing showing the work to be performed if applicable to the application. If none is provided by the Contractor the Owner must request one prior to agreeing to this Contract.
3. Contractor may at its discretion engage subcontractors to perform work hereunder.
4. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of this contract.
5. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
6. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association and Washington State law.
7. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, limited product availability, warehousing, weather and/or driving conditions or general unavailability of materials.
8. Contractor warrants all work for a period of _____ months following completion.
9. No warranties or guarantees are neither expressed nor implied unless in writing.

Article 6. Indemnification

To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless Tom Reger/ Narywire and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

Article 7. Additional Terms

Any alteration of this contract either in full or in part, will void either in full or in part this contract at the Contractors discretion, and be a breach of contract.

Tom Reger, Narywire Ltd.

Signed this _____ day of _____, 20_____.

Signed in the presence of:

Witness: _____

Witness: _____

Name of Owner: _____

Name of Contractor: _____

By:

Signature: _____

By:

Signature: _____

Owners Contact Information:

Street Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____ Cell/Mobile Number: _____

Contractors Contact Information:

Tom Reger
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#225
Seattle, WA 98105