

NEW HOME CONSTRUCTION CONTRACT AGREEMENT

Location: _____ Date: _____

PARTIES:

Builder (Contractor) Name: _____

Builder License Number: _____

Builder Address: _____

Owner (Buyer) Name: _____

Owner Address: _____

PROPERTY INFORMATION:

Property Address: _____

Legal Description: _____

SCOPE OF WORK:

Builder agrees to construct a new residential dwelling on the property described above in accordance with the plans, specifications, and any modifications mutually agreed upon in writing by the parties. The work shall include all labor, materials, equipment, and services necessary to complete the project in a good and workmanlike manner consistent with industry standards and applicable laws and regulations.

CONTRACT PRICE AND PAYMENT TERMS:

Total Contract Price: _____ USD

Deposit Amount (if any): _____ USD

Payment Schedule: _____

CONSTRUCTION SCHEDULE:

Builder shall commence work within a reasonable time after execution of this Agreement and shall achieve substantial completion within the agreed timeframe. Delays due to conditions beyond Builder's control, including but not limited to weather, labor disputes, or force majeure events, shall extend the completion date accordingly.

CHANGES TO THE WORK:

Any changes or additions to the work, including changes to the contract price or schedule, must be made in writing and signed by both parties before such changes take effect.

WARRANTIES:

Builder warrants that all work will be performed in a good and workmanlike manner and in compliance with applicable building codes and regulations. Builder shall provide any manufacturer warranties for materials and equipment. This warranty period shall last for one year from the date of substantial completion.

INSPECTIONS AND ACCEPTANCE:

Owner shall have the right to inspect the work at reasonable times. Upon substantial completion, the parties shall conduct a final walkthrough to identify any items requiring correction. Builder shall promptly remedy any such items.

PERMITS AND COMPLIANCE:

Builder shall obtain all permits and approvals required for the work and shall comply with all applicable laws, codes, and regulations.

RISK OF LOSS:

The risk of loss or damage to the property and work shall remain with Builder until substantial completion and acceptance by Owner, except as provided by insurance.

INSURANCE:

Builder shall maintain general liability and workers' compensation insurance covering the work and personnel performing the work. Proof of insurance shall be provided to Owner upon request.

INDEMNIFICATION:

Builder agrees to indemnify and hold harmless Owner from any claims, damages, or liabilities arising from Builder's performance of the work, except to the extent caused by Owner's negligence.

TERMINATION:

Either party may terminate this Agreement upon material breach by the other party, provided that the breaching party fails to cure such breach within a reasonable time after written notice.

DISPUTE RESOLUTION:

Any dispute arising out of or relating to this Agreement shall be resolved first by good faith negotiation between the parties. If unresolved, the dispute shall be submitted to mediation, and if still unresolved, to binding arbitration in accordance with the rules of the American Arbitration Association.

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 proceedings shall be in a court of competent jurisdiction located in _____ County, _____.

ENTIRE AGREEMENT AND AMENDMENTS:

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. No amendment or modification shall be effective unless in writing and signed by both parties.

NOTICES:

All notices under this Agreement shall be in writing and delivered by hand, certified mail return receipt requested, nationally recognized overnight courier, or by electronic means capable of confirming transmission and receipt, to the addresses set forth above or such other address as a party may designate by notice.

SEVERABILITY:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

SIGNATURES:

BUILDER'S SIGNATURE

OWNER'S SIGNATURE

Signature: _____

Signature: _____

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