

TIME AND MATERIALS CONTRACT

Location: _____ Parties: _____

Contractor Information:

Company/Individual Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Client Information:

Company/Individual Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Contract Details:

Project Description: _____

Scope of Work: _____

Start Date: _____ End Date: _____

Rates and Payment Terms:

Hourly Labor Rate: _____ USD

Materials Markup (%): _____

Payment Method: _____

Contract Clauses:

1. Scope of Services

Contractor agrees to furnish labor, materials, equipment, and services necessary to perform the work described in the Scope of Work section. All work shall be performed in a professional and workmanlike manner in accordance with industry standards.

2. Time and Materials Basis

This contract is based on time and materials. Contractor shall be compensated for labor based on the agreed hourly labor rate and reimbursed for materials at cost plus the agreed markup percentage. Time shall be recorded and documented.

3. Change Orders

Any changes or additions to the Scope of Work must be authorized in writing by the Client before Contractor proceeds. Change orders may affect the contract price and schedule.

4. Invoices and Payment

Contractor will submit invoices on a periodic basis detailing labor hours, materials used, and other charges. Payment is due within thirty (30) days of receipt of each invoice. Late payments may incur interest at the maximum rate permitted

by law.

5. Term and Termination

This contract shall commence on the Start Date and continue until the End Date or completion of the work. Either party may terminate this contract upon written notice to the other party if the other party breaches any material term and fails to cure within fourteen (14) days.

6. Warranties

Contractor warrants that all labor shall be performed in a competent, professional, and workmanlike manner. Materials shall be new and of good quality. Except as expressly provided, no other warranties are made.

7. Liability and Indemnification

Contractor shall maintain appropriate insurance and shall indemnify and hold Client harmless from claims, damages, or liabilities arising from Contractor's performance except to the extent caused by Client's negligence or misconduct.

8. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes in performing the work.

9. Independent Contractor

Contractor is an independent contractor and not an employee, agent, or partner of Client. Contractor shall be responsible for all taxes and benefits related to its employees and operations.

10. Confidentiality

Each party agrees to keep confidential any proprietary or confidential information received from the other party in connection with this contract and to use it only for purposes of performing this contract.

11. Governing Law and Venue

This contract shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflicts of laws principles. Exclusive jurisdiction and venue for any disputes shall lie in the state or federal courts located in _____ County, _____.

12. Entire Agreement

This contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. Amendments must be in writing and signed by both parties.

13. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

14. Notices

All notices required or permitted under this contract shall be in writing and delivered personally, sent by certified mail, or by recognized overnight courier to the addresses specified above or as updated in writing.

15. Severability

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

16. Waiver

Failure by either party to enforce any provision of this contract shall not be deemed a waiver of future enforcement of

that or any other provision.

17. Assignment

Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party.

18. Dispute Resolution

The parties agree to attempt to resolve disputes amicably through good faith negotiations. If unresolved, disputes may be resolved through mediation or arbitration as mutually agreed.

19. Counterparts

This contract may be executed in counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

20. Signatures

The parties have executed this contract below by their duly authorized representatives signifying their agreement to the terms herein.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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