

# WORK ORDER CONTRACT AGREEMENT

Location: \_\_\_\_\_ Contract Number: \_\_\_\_\_

## Client Information:

Full Name or Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Contractor Information:

Full Name or Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Work Order Details:

Description of Work: \_\_\_\_\_

Location of Work: \_\_\_\_\_

Expected Completion Timeframe: \_\_\_\_\_

## Payment Terms:

Total Contract Price: \_\_\_\_\_ USD

Payment Schedule and Method: \_\_\_\_\_

### Clause 1 – Scope of Work

Contractor agrees to perform the work described above (the “Work”) in accordance with the terms and conditions of this Agreement, using qualified personnel and materials of good quality, and in a professional and workmanlike manner.

### Clause 2 – Changes and Modifications

Any changes, additions, or modifications to the Work must be documented in writing and signed by both Client and Contractor prior to implementation. Such changes may result in adjustments to the Contract Price and/or completion timeframe.

### Clause 3 – Completion and Acceptance

Contractor shall complete the Work within the agreed timeframe. Client shall inspect the completed Work and notify Contractor of any nonconformities within a reasonable period. Acceptance shall be deemed upon Client’s written approval or failure to notify within ten (10) business days.

### Clause 4 – Payment

Client agrees to pay Contractor the Total Contract Price in accordance with the agreed Payment Schedule. Payments are

due upon receipt of invoice unless otherwise specified. Late payments shall bear interest at the maximum rate permitted by law.

**Clause 5 – Permits and Approvals**

Contractor shall obtain and maintain all necessary permits, licenses, and approvals required to perform the Work unless otherwise agreed. Client shall provide reasonable assistance if required.

**Clause 6 – Warranties**

Contractor warrants that the Work will be free from defects in workmanship for a period of one (1) year following completion. This warranty does not cover damage caused by misuse, accident, or unauthorized modifications.

**Clause 7 – Indemnification**

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, or expenses arising out of that party's negligence or willful misconduct in connection with this Agreement.

**Clause 8 – Insurance**

Contractor shall maintain adequate insurance coverage, including general liability and workers' compensation, as required by law. Certificates of insurance shall be provided to Client upon request.

**Clause 9 – Termination**

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure within a reasonable period. Upon termination, Client shall pay Contractor for all Work performed to date.

**Clause 10 – Confidentiality**

Both parties agree to keep confidential all proprietary information disclosed during the term of this Agreement and to use such information solely to perform obligations herein.

**Clause 11 – Independent Contractor**

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

**Clause 12 – Dispute Resolution**

Any dispute arising from this Agreement shall be resolved first by good faith negotiation. If unresolved, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

**Clause 13 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to conflict of laws principles.

**Clause 14 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings, whether written or oral.

**Clause 15 – Amendments**

Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of both parties.

**Clause 16 – Notices**

All notices shall be given in writing and shall be deemed delivered when sent by hand delivery, certified mail, recognized overnight courier, or electronic mail with confirmation of receipt.

**Clause 17 – Force Majeure**

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including natural disasters, war, strikes, or governmental acts.

**Clause 18 – Severability**

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

**Clause 19 – Waiver**

Failure to enforce any provision shall not be deemed a waiver of future enforcement of that or any other provision.

**Clause 20 – Counterparts**

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

**CLIENT'S SIGNATURE**

**CONTRACTOR'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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