**BUILDING CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "builder", and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "owner", the builder and the owner, for the considerations hereinafter named, agree as follows:

**Supervision of Work:** Owner agrees that the direction and supervision of the working force including subcontractor, rests exclusively with the builder, or his/her duly designated agent, and owner agrees not to issue any instructions to, or otherwise interfere with, same.

**Start of Construction:** The builder shall commence construction of the residence as soon as practical after signing of this Agreement and adequate financial arrangements satisfactory to the builder have been made.

**Changes and Alterations:** All changes in or departures from the plans and/or specifications shall be in writing. Where changes in or departure from plans and specifications requested in writing by owner will result in furnishing of additional labor and materials, the owner shall pay the builder for such extras at a price agreed upon in writing before commencement of said change. Where such change results in the omitting of any labor or materials, the builder shall allow the owner a credit therefore at a price agreed to in writing before commencement of said changes.

**Possession of Residence:** On final payment by owner and upon owner's request builder will provide owner with affidavit stating that all labor, materials, and equipment used in the construction have been paid for or will be paid for in full by the builder unless otherwise noted. Builder shall not be required to give possession of the residence to the owner before final payment by owner. Final payment constitutes acceptance of the residence as being satisfactorily completed unless a separate escrow agreement is executed between the parties stipulating the unfinished items.

**Financing Arrangements:** The owner either has or will obtain a construction loan to finance the work to be performed under this Agreement. If adequate financing has not been arranged within 30 days of the date of this Agreement, or the owner cannot provide evidence to the builder of other financial ability to pay the full amount of the contract, then the builder at his option may treat this Agreement as null and void, and retain the down payment made on the execution of this Agreement.

**Exclusions:** The owner is solely responsible for the purchase and installation of any septic tank or other individual subsurface sewage disposal system that may be required on the property.

**Builder's Right to Terminate the Contract:** Should the work be stopped by any public authority for a period of thirty days or more, through no fault of the builder, or should the work be stopped through act or neglect of the owner for a period of seven days, or should the owner fail to pay the builder any payment within seven days after it is due, then the builder upon seven days written notice to the owner, may stop work or terminate the contract and recover from the owner payment for all work executed and any loss sustained and reasonable profit and damages.