**This document is not a final or complete instrument and should not be executed in its present form. The HBAA and its local chapters do not assume any liability for damages arising from the use of this document and give no opinion that any of the terms and conditions in this document should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated between the parties based upon the respective interests, objectives, and bargaining positions of all interested parties. Seek specific legal advice from your lawyer**.

**CONTRACT FOR REPAIR WORK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Owner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”) for performance of the work described below (the “Work”) on the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Alabama (the “Property”). The parties hereto agree as follows:

1. **Work Description**. The Work to be performed by Contractor on behalf of Owner under this Agreement consists of the following:
2. **Payment Terms**. For the Work, Owner agrees to pay Contractor in immediately available funds as follows (choose one and check the appropriate lines):

\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_, payable upon completion of the Work;

\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_, payable one half (1/2) at the beginning of the job and one half (1/2) upon completion of the Work;

\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_, per hour for each hour of Work performed, up to a maximum of $\_\_\_\_\_\_\_\_\_\_, payable at the following times and in the following manner.

\_\_\_\_\_ Other: Provide for other manner of payment here

1. **Time of Performance**. The Work shall begin on \_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_, and shall be completed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_. Time is of the essence.
2. **Independent Contractor**. It is agreed that Contractor shall perform the Work as an independent contractor and maintains its own independent business and shall use its own tools and equipment in performance of the Work.
3. **Warranty**. Unless otherwise provided, Contractor will complete the Work in a workmanlike manner according to standard practices prevalent in the Contractor’s trade. Contractor warrants that (check one or more boxes and provide descriptions, if necessary):

\_\_\_\_\_ The Work will comply with all applicable building codes and regulations.

\_\_\_\_\_ The labor and materials provided as part of the Work will be free from defects for \_\_\_\_\_ months from the date of completion.

\_\_\_\_\_ Additional warranties offered by the Contractor are as follows: \_\_\_\_\_\_\_\_\_

1. **Dispute Resolution**. NOTE: The provisions of this paragraph shall be applicable only if initialed by both Contractor and Owner. Contractor and Owner acknowledge and agree that all claims, disputes or other matters in question arising out of or relating in any way to this Agreement or the breach thereof (“Claim”), shall be submitted to mediation with a mutually agreed upon mediator within thirty (30) days of notice of the Claim. In the event no mediated resolution is reached within sixty (60) days of the party's notice of the Claim, all Claims shall be resolved by binding arbitration as provided for herein. Contractor and Owner acknowledge and agree that this transaction substantially affects interstate commerce by virtue of the materials and components contained in the Work. Any controversy, claim, or dispute arising out of or relating to this Agreement, or the breach thereof, or the transaction contemplated hereby, shall be settled by binding arbitration pursuant to the Federal Arbitration Act, 9 USC § 1, et seq., and shall be administered in accordance with the Construction Industry Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All parties agree to be bound by the decision of this arbitration. The decision of the Arbitrator shall be a final and binding resolution, which may be entered as a judgment by a court of competent jurisdiction; and may then be enforced by use of legal remedies.

Contractor: \_\_\_\_\_\_\_\_\_\_\_ Owner: \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

If the parties hereto have not initialed this section indicating their agreement to mediate and arbitrate any disputes or claims, the parties agree such disputes or claims shall be settled according to the laws of the State of Alabama and each party shall pay his/her or its own attorney fees in such matter.

1. **Special Stipulations**. These special stipulations control over any conflicting provisions of the preceding paragraphs. The parties further agree as follows:
2. **Electronic Transaction.**  All parties hereby agree and consent that a manually or electronically signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission to the parties to this Agreement shall be deemed to have the same legal effect as delivery of an original manually signed copy of this Agreement, all in accordance with and governed by the Alabama Uniform Electronic Transaction Act. It is the intent of the parties to this Agreement that an electronic signature to this Agreement shall be treated the same as an original manual signature to this Agreement and shall be deemed an original signature.
3. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract. Each counterpart of the Agreement may be transmitted by fax, emailed by pdf file and shall be considered legally binding on the parties if the signatures pages are fully executed and dated as provided thereon.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

**IN WITNESS WHEREOF**, Owner and Contractor have hereunto set their hands and seals as of the date shown below and, for all purposes of this Amendment, the effective date shall be the last date either party executes this Amendment.

OWNER:

\_\_\_ By:

Witness Its:

Date of execution:

CONTRACTOR:

Witness

Date of execution:

Witness

Date of execution: