

## PART SEVEN

### THE MAINTENANCE OR IMPROVEMENTS CONTRACT

The contracts for the maintenance of the property will have the same provisions as the management contract. Obviously, the contract will spell out the duties and responsibilities of the independent contractor for purposes of accomplishing the objectives established by the agreement.

The contract will spell out all of the terms for payments, cancellation and termination of the contract. There is no different form for these contracts. Just use common sense.

The following is an example of a simple contract for a contract to improve or to do maintenance to the property.

**This contract is a form and basically states the parties, and what will be done. Review this contract, but as we mentioned with regard to each of the other contracts, the counsel of a competent attorney will be required to determine its enforceability and to ensure it covers all of the provisions desired.**

**CONTRACTOR AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, hereinafter called the Contractor and \_\_\_\_\_ the Owner, \_\_\_\_\_, hereinafter called \_\_\_\_\_.

Witnesseth, that the Contractor and the Owner for the consideration named agree as follows:

**Article 1. Scope of the Work**

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at \_\_\_\_\_.

**Article 2. Time of Completion**

The work to be performed under this Contract shall be commenced on or before \_\_\_\_\_, 20\_\_\_\_. Time is of the essence.

**Article 3. The Contract Price**

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), subject to additions and deductions pursuant to authorized change orders.

**Article 4. Progress payments**

Payments of the Contract Price shall be paid in the manner following:

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

**Article 5. General Provisions**

1. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instruances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

5. All change orders shall be in writing and signed both by Owner and Contractor.
6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees of subcontractors.
7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
10. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
12. Contractor warrants all work for a period of \_\_\_\_\_ months following completion.

**Article 6. Other Terms**

Signed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed in the presence of:

\_\_\_\_\_  
By \_\_\_\_\_  
Contractor

\_\_\_\_\_  
By \_\_\_\_\_  
Owner