

## TRADE CONTRACTOR AGREEMENT FORM

THIS AGREEMENT DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_.  
BETWEEN:

OWNER \_\_\_\_\_  
(full name) (address) (phone)

-and-

TRADE CONTRACTOR \_\_\_\_\_  
(full name) (address) (phone)

JOB LOCATION \_\_\_\_\_  
(address)

The owner agrees to hire the trade contractor on the following terms and conditions:

### 1. ACKNOWLEDGMENT

The trade contractor acknowledges having inspected all relevant documents, including the plans, specifications, and site plan. In the event of a dispute; the trade contractor agrees to mediation with the owner with an agency specialized in conflict resolution related to construction.

### 2. RESPONSIBILITY FOR MATERIALS

[delete inappropriate clauses]

The owner is responsible for supplying all materials.

The trade contractor is responsible for supplying all materials.

If materials are shared between both parties, the trade contractor is responsible for supplying the following materials

[list materials]:

and the owner is responsible for supplying the following materials [list materials]:

### 3. BEGINNING OF THE WORK

The trade contractor will begin the work within \_\_\_\_\_ days of receiving notice from the owner or his or her designated agent. If the trade contractor fails to begin the work within the time provided without obtaining an extension, the owner is free to hire another trade contractor to perform the work. Time is of the essence.

### 4. SCOPE OF THE WORK

The work entails the following: \_\_\_\_\_  
in accordance with the house plans, specifications, and if applicable, the site plan.

The trade contractor furnishes all labor, tools, scaffolding, water, electricity, heat, machinery, other services, and supervision for carrying out the work according to the house plans, specifications, and site plan. Notwithstanding the house plans, specifications, and site plan, all work is to be carried out in accordance with applicable codes and laws having jurisdiction, and the price stated here covers changes needed to comply with those laws. All work will be carried out diligently in a good and professional manner. The trade contractor guarantees all work and materials covered by this agreement for a period of \_\_\_\_\_ years from completion. If the date of completion is in dispute, the date is presumed to correspond to the date when final payment became payable unless proved otherwise. The trade contractor will protect work, owner's property, and surrounding properties from damage caused by the construction and completion of the work.

The trade contractor is responsible for cleaning up and removing all debris from the site before leaving the premises daily.

### 5. STRIKES AND ACCIDENTS

This agreement is contingent on strikes, accidents, or delays beyond the owner's control or the trade contractor's control.

### 6. PRICE

The price is \$\_\_\_\_\_ (includes all taxes except GST), based on a fixed sum for the work.

Or, alternatively, the trade contractor's price is based on [if price is determined by a formula provide a definition:

Extras are added for the following work [list with the applicable dollar amounts]:

Except as listed here, no other extra charges are payable for additional work unless specifically agreed to in writing by the parties to the contract.

Payment will be made within \_\_\_\_\_ days from the date of receiving an invoice after the completion of the work in accordance with the terms and conditions of this agreement.

### 7. EXTRAS OR CREDITS

No extra charges are payable by the owner for additional work performed due to changes made after the contract is finalized unless agreed to in writing signed by all parties as a change order. No credits are payable to the owner after signing the contract unless a price for the credits is agreed to by both parties in writing.

### 8. HOLDBACK

The trade contractor acknowledges the right of the owner to retain a holdback for construction or mechanic's liens as specified by provincial law.

### 9. SPECIAL PERMITS

The trade contractor responsible for the work covered by the special permit is responsible for obtaining and paying for all special per-