

# Agreement

This agreement made at \_\_\_\_\_ in the Province of Alberta and entered into this  
\_\_\_\_\_ Day of \_\_\_\_\_ 200\_\_ .

**Between:**

**Sealy Construction Ltd**  
96 Cranleigh Close S.E.  
Calgary, Alberta  
T3M 1H6  
403-663-1672

**AND**

**Customer:**

**Address:**

( “ herein the Customer/Owner/Subcontractor ” )

If there is more than one Property Owner, the words “ customer/Owner/Contractor “ shall mean each Property owner named above. [Pre-paid Contractor’s license/Registration Number: 31092](#)

## **Buyer’s Right to Cancel**

**You may cancel this contract from the day you entered into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.**

**If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose the right if you accept delivery after the 30 days. There are other grounds for extended cancellations. For your information, you may contact you provincial territorial consumer affairs office.**

**If you cancel this contract, the seller has 15 days to refund your money any trade-in, or the cash value of the trade-in. You must return the goods.**

**To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.**

## **Definitions**

**1.0 “Agreement” - includes this Agreement, and other agreement related to this Agreement and amendments to this Agreement.**

**1.1 “Work” includes certain construction, alterations of repairs in this Agreement.**

## **Work**

**2.0 The work is described as follows:**

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## **Changes In The Work**

- 3.0 The Customer/ Owner/Subcontractor shall have the right, without invalidating this agreement, to request changes in the work.**
- 3.1 The changes will be recorded in writing and this Agreement shall be amended accordingly.**
- 3.2 No change in work shall be permitted unless the parties have agreed in writing and the Customer/Owner/Subcontractor has provided written authorization directing the Contractor to make such a change.**
- 3.3 The Customer/Owner/Subcontractor will pay \$ 50.00 per person hour to the Contractor to complete the changes plus materials.**
- 3.4 Should the parties be unable to agree to the price of any changes, the Contractor shall be entitled to the costs of the change together with a reasonable allowance of overhead and profit. The Contractor is not required to provide an itemized detail of receipts for materials, but will provide a complete invoice on completion of work.**

## **Price**

- 4.0 The Customer/Owner/Subcontractor shall pay the Contractor the sum of \$ \_\_\_\_\_ plus GST.**

## **Deposit**

- 5.0 The Customer/Owner/Subcontractor agrees to pay an initial 35% deposit plus GST at the start of the job; an additional 40% at mid-point of the job; the Customer/Owner/Subcontractor shall pay the balance including GST at the completion of the job. \$500.00 dollars can be held back for ordered materials.**
- 5.1 The Customer/Owner/Subcontractor shall additionally pay an initial 50% deposit plus GST of the value of the estimated changes, for all changes over \$100.00 dollars.**

## **Location**

6.0 All work will be completed on the property known as:

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## **Time**

7.0 The Contractor's proposed start up date of above work:

Date: \_\_\_\_\_

7.1 The Contractor's proposed mid-point of the work:

Date: \_\_\_\_\_

7.2 The Contractor's proposed completion date of work:

Date: \_\_\_\_\_

7.3 Time shall and in all respects be of the essence.

7.4 If circumstances beyond the Contractor's control require an extension of time to complete the work, the Contractor may request, and the Customer/Owner may grant, such extension and the date for completion of the as is reasonable in the circumstances.

## **Contractor's Duties**

8.0 The Contractor agrees to furnish all materials, cartage and supplies for the prompt and efficient execution of the work described herein and to perform the work necessary to complete performance of this agreement. Unless otherwise agreed, all materials will be new and of good quality.

8.1 All work will be done in a good, sound and workmanlike manner.

## **Customer/owner obligations**

9.0 The customer/owner certifies and agrees with all of the terms, conditions and obligations of this agreement and the conditions under which the work is to be performed.

## **Failure to pay Contractor**

10.0 The Contractor may stop work and terminate this Agreement if the Customer/Owner fails to pay the contractor any sum within \_\_\_\_\_ days after the date fixed for payment. The Customer/Owner must then pay for all work which has been completed.

## **Care of Property**

11.0 The contractor will leave the property "broom clean" before being entitled to the final payment under this agreement.

## **Ownership of Materials**

12.0 The Contractor will continue to own all materials delivered and work performed until paid for by the Customer/Owner. The contractor will have access to these materials and work at all reasonable times. If payment in full is not completed within the fixed payment date, the contractor has the right to remove the materials.

## **Parties**

13.0 Both the Customer/Owner and the Contractor are bound by this Agreement. All parties who lawfully succeed to their rights and responsibilities are also bound.

## **Assignment**

14.0 This Agreement shall not be assigned in whole or in part without the written consent of the other party, which consent will not be unreasonable withheld.

## **Insurance**

15.0 The Contractor shall provide, maintain and pay for insurance in the amount of \$1,000,000.00.

15.1 The Customer/Owner shall provide and maintain property insurance covering the project and the work.

## **Warranty**

16.0 The Contractor agrees to warranty all work performed for a period of 30 days after completion.

## **Acknowledgement**

17.0 The Customer/Owner acknowledges that he/she has received and read the contents of this Agreement.

17.1 If the Customer/Owner is a corporation, the representative of that corporation who has authority to enter into this Agreement acknowledges that he/she has read the contents of this Agreement.

## **Choice of Law Clause**

18.0 This Agreement shall, in all respects, be subject to and be interpreted and construed in accordance with the laws of the Province of Alberta and shall enure to the benefit of the parties hereto and their respective successors and assigns.

## **Signed, Sealed and Delivered**

Contractor

Customer/Owner

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

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