

PURCHASER AND CONTRACTOR AGREEMENT



CANADIAN HOME
BUILDERS' ASSOCIATION
OF B.C.

THIS AGREEMENT made this _____ day of _____, A.D. 19 _____
BETWEEN:

Name of Purchaser (hereinafter called the "Purchaser") _____

A
N
D

Name of Contractor (hereinafter called the "Contractor") _____

Address of Purchaser _____

Address of Contractor _____

Phone # _____

Phone # _____ GST Reg. # _____

PROJECT ADDRESS: _____

Whereas the Contractor has a valid Business License for this location, and has agreed with the Purchaser to perform certain portion(s) of the work on the site and supply all of the labour, materials, products, tools, construction machinery and equipment necessary as hereinafter set forth and subject to the terms on reverse;

WORK TO BE PERFORMED

The materials to be furnished and the work to be performed by the Contractor in a proper and workmanlike manner are: (Insert a precise description of work to be performed and materials to be provided by reference to the plans and specifications.)

START DATE: COMPLETION DATE: _____

CONTRACT PRICE

(a) The total contract price is _____ Dollars, \$ _____ which includes the obtaining of all required permits and inspections, and all taxes in force at the time of signing this Agreement. The Contractor shall pay when due all such expenses which are payable by him and on default, any penalties or interest accruing thereon.

(b) Payment of the contract price shall consist of _____ Dollars, \$ _____ paid upon the signing of this agreement and _____ Dollars, \$ _____ paid upon completion of the work to be performed.

All payments will be subject to any applicable builders lien holdbacks by the Purchaser from the Contractor under the *Builders Lien Act*. Under no circumstances will any portion of the builders lien holdback be held back to require the Contractor to complete deficiencies.

PAYMENT CERTIFIER

The payment certifier (the person responsible for certifying when payments are due, if or when required, under the *Builders Lien Act*) will be

_____ (name)
of _____ (address)

(the "Payment Certifier"). If no Payment Certifier is named in this agreement, then the Purchaser alone will be the Payment Certifier in respect of amounts due to the Contractor and the Purchaser and the Contractor acting together will be the Payment Certifier in respect of amounts due to any subcontractor. The Payment Certifier agrees to act in this capacity in accordance with the *Builders Lien Act*.

Name of Payment Certifier (print): _____

Signature of Payment Certifier: _____
(if an architect, engineer or other person is so specifically designated)

1. The work shall be performed and the materials supplied:
 - (a) in accordance with the British Columbia Building Code; and
 - (b) in accordance with this Contract Agreement; and
 - (c) in accordance with the plans and specifications issued by the Purchaser to the Contractor.
 - (d) **Discrepancy:** The specifications are to take precedence in the event of any discrepancy between the specifications and the other documents as to workmanship and materials.

If the Contractor discovers an error, inconsistency or omission in the plans, specifications or surfaces to be worked on, he shall not proceed with the work affected until he has received corrected or missing information from the Purchaser and/or the subsurface defect(s) has been repaired.

2. PAYMENT

- (a) Subject to applicable legislation and in accordance with the provisions of the Contract conditions, the Purchaser shall make payments to the Contractor on account of the Contract price
- (b) When the Purchaser (or the Payment Certifier under the *Builders Lien Act*, if one has been appointed) has certified that the work of the Contractor has been completed, the Purchaser shall pay to the Contractor holdback monies at the time due as described in paragraph 2(c).
- (c) The release of holdback monies shall become due and payable only in accordance with statutory requirements in the *Builder's Lien Act* provided that no claims against the work exist and the Contractor has submitted to the Purchaser a sworn statement that all accounts for labour, Contracts, products, tools, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the performance of the work and for which the Purchaser might in any way be held responsible have been paid in full except holdback monies properly retained.
- (d) The Purchaser and the Contractor agree to comply with all relevant provisions of the *Builders Lien Act* and to act reasonably and in good faith in so doing. The Contractor will be solely responsible for retaining builders lien holdbacks from all applicable Sub-contractors (not including workers, materials suppliers, architects or engineers) as required by the *Builders Lien Act*.

3. DELAYS

If the Contractor is delayed in the performance of the work by any cause beyond the control of the Contractor, the Contract time shall be extended for such reasonable time as the Contractor, in consultation with the Purchaser, may decide.

4. WARRANTY

- (a) The Contractor shall correct, at his own expense, any defects in the work due to faulty materials and/or workmanship appearing within a period of one year from the date of possession.
- (b) The Contractor shall correct and/or pay for any damage to other work resulting from any corrections required in paragraph 4. (a).
- (c) The Purchaser shall give the Contractor written notice of any defects within a reasonable time.
- (d) If the Contractor fails to correct defects or pay damages causing the Purchaser expense or cost, the Contractor agrees to indemnify and hold harmless the Purchaser against any such expenses or costs.
- (e) The Contractor shall indemnify and hold harmless the Purchaser from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of its obligations under this Agreement.

5. DEFAULT BY CONTRACTOR

If the Contractor neglects to prosecute the work in accordance with the terms of this Agreement, or fails to make prompt payment to sub-contractors, material men or labourers or if the Contractor becomes bankrupt or makes a general assignment for the benefit of its creditors, or if a receiver of the Contractor is appointed, the Purchaser may, by written notice to the Contractor, require him to cure the default, neglect or event specified in such notice within fifteen (15) days of the delivery of such notice. If the Contractor fails to comply with the said notice in the time so limited, the Purchaser may take possession of the work and of all materials and appliances thereon and finish the work in accordance with the plans and specifications as he may deem expedient, but without incurring delay or expense. In such event, the Contractor shall not be entitled to any further payment under this Agreement but upon completion of the work an accounting shall be made between the Purchaser and the Contractor in which the costs of completion necessarily incurred by the Purchaser shall be set off against the balance due to the Contractor under this agreement. If the unpaid balance shall exceed the expense of finishing the work, such excess shall be paid to the Contractor; however, if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Purchaser. In the event of such default by the Contractor, the Purchaser will not under any circumstances pay out or apply any portion of the builders lien holdback withheld from the contractor until the possibility of any lien arising under the Contractor is exhausted.

6. LIABILITY INSURANCE

The Contractor shall provide and maintain, at his expense, reasonable insurance against claims made for damages for personal injury or property damage by reason of anything done or not done by the Contractor, its employees or agents, in connection with the performance of this Agreement.

7. WORKERS' COMPENSATION

At any time during the term of this Contract when requested by the Purchaser, the Contractor shall provide such evidence of compliance by himself and any or all of his Sub-contractors with all requirements with respect to payments due under the *Workers' Compensation Act*. It is specifically understood that *Workers' Compensation Boards* costs are included in their contract price and the Contractor authorizes *Workers' Compensation Board* deductions to be paid on his behalf by the Purchaser and an equal amount of money to be deducted from any monies owing.

8. CHANGES IN WORK

- (a) The Purchaser, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work, with the Contract price and Contract being adjusted accordingly.
- (b) No change shall be made by the Contractor without a written "Change Work Order" from the Purchaser and no claim for an addition or deduction to the Contract price or change in the Contract time shall be valid unless so ordered and at the same time agreed upon.

9. CLEANUP

The Contractor shall, at his own expense, keep his work area in a tidy condition and free from the accumulation of waste products and debris. When the work of this Contract is totally performed, the Contractor shall remove all surplus products, tools, construction machinery and equipment and any waste products and debris and leave the site in a clean and tidy condition.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes all previous expectations, understandings, negotiations, communications and agreements, whether verbal or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this contract.

SEE TERMS AND CONDITIONS ON REVERSE

IN WITNESS WHERE OF the parties have executed this Agreement under their respective corporate seals and by the hands of their proper officers "hereunto duly authorized.

Purchaser:

Contractor:

(Print Name)

(Print Name)

(Signature)

(Signature)

DATE: _____

N.B. This form is provided by the Canadian Home Builders' Association of B.C. as a service to the industry. The Association accepts no responsibility whatsoever for its sufficiency.

SAMPLE

THE ASSOCIATION OF AMERICAN COLLEGE TEACHERS

IN WITNESS WHEREOF, the officers have caused this Association's seal and the hands of their officers to be hereunto set at the City of New York, this 1st day of January, 1900.

President _____
 Secretary _____
 Treasurer _____
 Recording Secretary _____
 Corresponding Secretary _____

IN WITNESS WHEREOF, the Association has caused this seal and the hands of its officers to be hereunto set at the City of New York, this 1st day of January, 1900.

ASSOCIATION OF AMERICAN COLLEGE TEACHERS