

4 SQUARE ELECTRIC, LLC – CONTRACT (TIME & MATERIALS)

This Agreement made this _____ day of _____, 20____, by and between **4 SQUARE ELECTRIC, LLC** (herein after called “Contractor”), a licensed and insured _____ electrical contractor, and _____, (hereinafter called “Owner”). Contractor and Owner, for the considerations below, agree as follows:

Article 1 - Scope of the Work

Contractor shall furnish all labor and materials required to complete the electrical work on _____ Owner’s _____ property located _____ at _____. The scope of the electrical work to be performed by Contractor is outlined below and/or described in the specifications attached hereto. Such work shall generally include the installation, repair, replacement, maintenance, etc. of the following items:

Further, such work for the Project is subject to change based on unknown conditions about the property at the time of the execution of this Contract (“Project”).

Article 2 - Time of Completion

The work to be performed under this Contract shall be commenced on approximately _____, 20____, and is estimated to be completed by _____, 20____. Such completion is subject to change due to weather, acts of God, or other factors unforeseen at the time of the execution of this Contract. Contractor shall not be liable for any damages or costs associated with a delay in the completion date.

Article 3 - The Contract Price

A.) Owner shall pay Contractor the actual cost of all labor and materials furnished by Contractor and/or Contractor’s subcontractors and used in the course of the electrical work performed for the Project. Owner will be charged an hourly rate of \$_____ per hour for all labor performed by Contractor for the Project. Contractor shall keep an accurate record of the labor performed and the costs for materials, including all original invoices and receipted bills, and on request will give Owner true and correct copies of such costs and expenses. Contractor has provided Owner with an estimate of costs which are subject to change without notice, and to which Contractor is not bound to the prices set forth therein or for other reasons outside of Contractor’s control.

B.) In the event Owner makes changes or additions to work to be performed under this Contract which results in additional labor and expenses, such additional amounts shall be included when calculating the invoice totals for labor performed and materials purchased.

C.) In the event there is an unknown condition regarding the property at the time of the execution of this Contract, Contractor will provide Owner with an estimate of the cost to

complete the electrical work due to the unknown condition, but Owner shall be required to pay all costs associated with the additional work or goods needed to complete the electrical work.

D.) The Project shall not include any work on any neighboring property owned by Owner. In the event Contractor agrees to provide any goods or services for any other property owned by Owner, a separate contract will be executed by the parties, or an addendum will be added to this Contract.

Article 4 - Progress Payments

Payment of the Contract Price described above in Article 3 shall be paid in the following manner: Owner will be invoiced incrementally for labor performed and materials purchased until the Project is completed. Owner shall pay Contractor in full for the entire amount billed in each invoice and all payments shall be **due upon receipt** of each invoice.

Article 5 – Changes in Work

Contractor shall not be responsible for completion of any alteration or deviation from the scope of work as described by Owner, including but not limited to any such alteration or deviation involving additional material and/or labor cost, unless a written change order for same is signed by Owner and Contractor. Owner shall still be responsible for all other costs or charges associated with any change in the scope of work, whether a change order is executed or not, but Contractor shall not be obligated to perform such alteration or deviation unless such is memorialized by written agreement signed by the parties. All change orders shall be in writing and signed by both Owner and Contractor, and shall be incorporated herein and become a part of the Contract.

Article 6 – Suspension of Work

In the event Owner shall fail to pay any periodic or installment payment to Contractor that is due hereunder, Contractor may suspend work until such payment is made. In such event, Contractor may cease the work without breach pending payment or resolution of any dispute. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

A failure to make payment for a period in excess of five (5) days from the due date of the payment shall be deemed a material breach of the Contract by Owner. Contractor may also suspend work under this Contract if a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the work. Contractor may request that Owner provide written proof of Owner's ability to pay Contractor for the work remaining to be performed by Contractor at any time prior to or during performance of this Contract. Failure of Owner to provide such proof shall be justification for Contractor's suspension of work under this Contract.

Any suspension of work under this Contract will also suspend the estimated progress and completion dates referenced herein.

Article 7 – Inspection of the Work

Contractor shall make the work accessible at all reasonable times for inspection by Owner. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

Article 8 – Site Access and Rights of Way

Owner shall provide, no later than the date when needed by the Contractor, all necessary access to the property upon which the Work is to be performed, including convenient access to the property and any other properties designated in the Contract Documents for use by the Contractor. Owner shall continue to provide such access until completion of the Contract. Any failure to provide such access shall entitle the Contractor to an equitable adjustment in the Contract price and the Contract time.

Article 9 – Reports and Surveys

Owner shall furnish prior to the start of work all maps, surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the work required. Owner shall provide all land surveys and baselines necessary for Contractor to locate the principal parts of the Work and perform the Work.

Article 10 – Quality of Work/Permits, Licenses and Regulations

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor may, at its discretion, engage subcontractors to perform work hereunder, provided that Contractor shall fully pay said subcontractor from sums paid by Owner, and in all instances remain responsible for the proper completion of this Contract.

Contractor shall obtain all permits necessary for the work to be performed. Permits and licenses of a temporary nature necessary for the execution of the Work shall be obtained and paid for by Contractor. Owner shall assist Contractor in obtaining such permits and licenses. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner.

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the Work. If Contractor observes that drawings, specifications or other Contract documents are at variance with such laws, ordinances, rules and regulations, Owner shall promptly be notified and, if necessary, an adjustment made to the Contract time or Contract price.

All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws. Contractor warrants all work for a period of 12 months following completion. 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. Contractor agrees to remove any debris resulting from the electrical work performed under this contract.

Contractor shall not be liable for any repairs or damages caused by any prior contractor who has provided work at the property, and Owner hereby releases and holds Contractor harmless from any requirement to warranty or repair the work of previous contractors.

Article 11 – Entire Agreement

This agreement represents the entire agreement between Contractor and Owner regarding the work described in Article 1, and supersedes any prior written or oral agreements or representations as to that work.

Article 12 - Texas Law to Apply

This contract shall be construed under and in accordance with the laws of the State of Texas and all disputes hereunder shall be resolved in a court of competent jurisdiction in Erath County, Texas.

Signed this _____ day of _____, 20_____.

Name of Owner: _____

Signature of Owner/Owner’s Agent: _____

Owner’s Address: _____

Owner’s Telephone Number: _____

Name of Contractor: 4 SQUARE ELECTRIC, LLC

Signature of Contractor/Contractor’s Agent: _____

Street Address: _____

City/State/Zip: _____

Telephone Number: _____