

DEMOLITION CONTRACT

This Demolition Contract (hereinafter referred to as the "**Contract**") is entered into on _____ (the "**Effective Date**") by and between

OWNER:

(the "**Owner**"),

Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

CONTRACTOR:

(the "**Contractor**"),

Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

Subject of the Contract. The Contractor shall provide demolition services of the Building as described herein (the "**Services**"), and the Owner shall pay for the Services rendered.

The Building is located at _____.

The Building includes: _____

_____ (specify description of the Building if necessary).

The Owner legally possesses the Building and has the necessary rights to authorize its demolition. The Owner shall provide proof of ownership or relevant authorization for demolition upon the Contractor's request.

Scope of the Services. The Contractor shall provide the following Services: (choose all that apply)

- Arranging the disconnection of utilities before demolition.
- Demolition of the principal structure and all accessory structures (e.g., foundations, basements, footings, and walls).
- Keeping the area in and around the Building close to the public until the demolition is complete and debris is removed.
- Arranging the removal of tree and shrub stumps to align with the final grade or below.
- Maintaining a clean and orderly work site during demolition by minimizing safety hazards and removing and disposing of debris.

Other: _____

Demolition schedule. The Contractor commits to complete the scope of the Services according to the following schedule (hereinafter the "**Demolition Schedule**"):

Start date: _____

Completion date for _____ % of work: _____

Completion date for _____ % of work: _____

Full completion date: _____

Work site. The Contractor is competent and has the necessary equipment, tools, materials, expertise, and personnel to undertake the demolition in accordance with this Contract. The Owner shall provide the Contractor with the land and premises necessary for the performance of the Contract (the "**Work Site**"). The Contractor shall, at their expense, deliver and unload all equipment and materials necessary for carrying out the Contract at the Work Site, with the Owner not liable for the safety and storage of these items. Upon completion of the Services, the Contractor shall remove the equipment and materials at their expense, clean the site, and return it to the Owner in satisfactory condition.

Permits and requirements. The Parties are responsible for obtaining all necessary permits, licenses, and approvals for the proper execution and completion of the Services in compliance with applicable laws. They shall complete all permit application procedures with local authorities and provide each other with copies before commencing demolition.

The Contractor: (choose one option)

shall provide the Services personally and shall not assign or subcontract any part without the Owner's prior written approval.

has the right to subcontract the Services to third parties without the Owner's written approval, remaining liable for the overall safety, quality, and completion of the Services.

The Contractor will coordinate with the Owner on all demolition requirements and completion. Demolition operations shall be supervised by an authorized Owner's representative. The Contractor shall ensure no structure is left in a dangerous condition that may harm nearby residents.

Insurance. The Contractor shall, at their expense, obtain and maintain in full force and effect the insurance to protect the Parties from claims set forth below, which may result in the Contractor's activities and for which the Contractor may be legally liable.

Consideration. In consideration of the successful completion of the Services and the fulfillment of all of the Contractor's obligations under this Contract, the Contractor shall be entitled to receive a payment equal to \$ _____ (the "**Contract Price**"). The Contract Price shall include payments for the agreed services, all necessary equipment usage, removal and disposal of debris due to the demolition activities, and taxes.

If any additional activities or equipment are necessary for the performance of this Contract, the Contractor shall provide the Owner with a detailed description of such activities or equipment and a calculation of extra fees in advance and obtain the Owner's written consent for such activities or equipment.

The Contract Price should be paid: (choose one option)

- within _____ business days after successful completion of the Services.
- according to the following schedule:
 - \$ _____ should be paid within _____ business days of the Effective Date.
 - \$ _____ should be paid within _____ business days upon completion of % of the Services.
 - \$ _____ should be paid within _____ business days upon full completion of the Services.

Payment method: _____
_____(Cash/Check/ACH/PayPal/etc.)

Warranties. Each Party to this Contract hereby represents and warrants to the other Party that they have the full right, power, and authority to enter into and perform this Contract and that its execution has been duly authorized by all necessary actions.

Liability. The Contractor shall indemnify and keep the Owner fully indemnified against all actions, claims, proceedings, liabilities, costs, expenses, and losses, including but not limited to direct, indirect, and consequential loss of profit suffered or incurred by the Owner in relation to the execution or breach of the Contract by the Contractor to the extent that such breach is attributable to the acts or omissions of the Contractor.

Term and termination. This Contract shall terminate upon the: (choose one)

- Completion of the Services provided.
- Date _____.
- Other _____

Each Party may unilaterally terminate this Contract without cause upon _____ days' prior written notice. If the Owner terminates the Contract for no reason, all non-disputed amounts

for Services rendered up to the termination date must be paid to the Contractor on a pro-rata basis. Each Party may also terminate the Contract in case of a material breach by the other Party, which includes failure to perform obligations or violation of payment terms. In such cases, the non-breaching Party may terminate the Contract immediately by written notice if the breach is not remedied within _____ days and demand reimbursement of damages. Additionally, either Party may terminate the Contract immediately upon written notice if the other Party is declared bankrupt, files for bankruptcy, ceases operations, or assigns benefits to creditors.

Notices. Any notice, request, demand, or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed duly given either if delivered personally or sent by registered mail, return receipt requested, postage prepaid, reputable overnight delivery service to the address set forth below.

Governing law and dispute resolution. This Contract will be governed by and construed in accordance with the laws of the State of _____, except for its conflict of laws principles.

Any action or proceeding arising out of or relating to this Contract or its breach shall be brought exclusively in the courts located in the State of _____. The Parties hereby submit to the jurisdiction of such courts and waive any objection to venue in such courts.

Force majeure. The Party affected by force majeure shall not be deemed to be in breach of this Contract or otherwise be liable to the other by reason of any delay in performance or non-performance of any of the obligations under this Contract, to the extent that the delay or non-performance is due to any force majeure of which one Party has notified the other Party as agreed hereinafter. The time for the performance of that obligation shall be extended accordingly. If any force majeure occurs in relation to either Party that affects or is likely to affect the performance of any of the obligations under this Contract, one Party shall notify the other Party within a reasonable time as to the nature and extent of the circumstances in question and their effect on their ability to perform.

"Force majeure" means earthquake, flood, storm, other acts of God, war, emergency, accident, industrial strike, acts of Government, or other impediment, which the affected Party proves was beyond their control and that they could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Contract or to have avoided or overcome it or its consequences.

Severability. If any provision of this Contract is held illegal, invalid, or unenforceable under applicable law, it will be ineffective only to the extent of its illegality, invalidity, or

unenforceability in that jurisdiction, without affecting the legality, validity, or enforceability of the remaining provisions or in other jurisdictions.

Entire Agreement. This Contract constitutes the complete and exclusive agreement between the Parties regarding its subject matter, superseding all prior agreements and communications, both written and oral.

Amendments. This Contract may only be modified or any rights waived by a written document executed by both Parties.

Additional Terms: _____

Binding Effect. This Contract shall be binding on the Parties and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

Owner's Name and Signature: _____

Contractor's Name and Signature: _____