

CONTRACT

FOR THE CONSTRUCTION OF THE PROJECT

THIS CONTRACT is made this 15th day of January, 2024, between the undersigned, **ABC COMPANY**, a corporation organized under the laws of the State of California, and **DEF COMPANY**, a corporation organized under the laws of the State of California.

WHEREAS, ABC COMPANY desires to engage DEF COMPANY to perform the construction services described in the attached Schedule of Work, and DEF COMPANY desires to accept such engagement, the parties have agreed to the following terms and conditions:

1. **SCOPE OF WORK:** The work to be performed shall be as set forth in the attached Schedule of Work, which is hereby incorporated into this contract.

2. **PERIOD OF PERFORMANCE:** The work shall be completed within the time specified in the Schedule of Work.

3. **COMPENSATION:** DEF COMPANY shall be compensated for its services at the rate of \$100,000 per month, payable in advance on the 15th day of each month.

4. **TERMINATION:** This contract may be terminated by either party upon written notice to the other party.

5. **ASSIGNMENT:** DEF COMPANY shall not assign its obligations under this contract without the prior written consent of ABC COMPANY.

6. **ENTIRE AGREEMENT:** This contract, together with the attached Schedule of Work, shall constitute the entire agreement between the parties.

7. **GOVERNING LAW:** This contract shall be governed by the laws of the State of California.

8. **DISPUTE RESOLUTION:** Any dispute arising out of this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

9. **FORCE MAJEURE:** This contract shall be subject to the force majeure provisions set forth in the attached Schedule of Work.

10. **SEVERABILITY:** If any provision of this contract is held to be unenforceable, the remaining provisions shall survive and remain in full force and effect.

11. **WARRANTY:** DEF COMPANY warrants that the work shall be performed in accordance with the applicable building codes and standards.

12. **INDEMNIFICATION:** DEF COMPANY shall indemnify and hold ABC COMPANY harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, arising out of or from the performance of the work.

13. **ASSIGNMENT OF INTEREST:** DEF COMPANY shall assign to ABC COMPANY all of its right, title, and interest in and to the work performed under this contract.

14. **FORCE MAJEURE:** This contract shall be subject to the force majeure provisions set forth in the attached Schedule of Work.

15. **ENTIRE AGREEMENT:** This contract, together with the attached Schedule of Work, shall constitute the entire agreement between the parties.

16. **GOVERNING LAW:** This contract shall be governed by the laws of the State of California.

17. **DISPUTE RESOLUTION:** Any dispute arising out of this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

18. **FORCE MAJEURE:** This contract shall be subject to the force majeure provisions set forth in the attached Schedule of Work.

19. **SEVERABILITY:** If any provision of this contract is held to be unenforceable, the remaining provisions shall survive and remain in full force and effect.

20. **WARRANTY:** DEF COMPANY warrants that the work shall be performed in accordance with the applicable building codes and standards.

21. **INDEMNIFICATION:** DEF COMPANY shall indemnify and hold ABC COMPANY harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, arising out of or from the performance of the work.

22. **ASSIGNMENT OF INTEREST:** DEF COMPANY shall assign to ABC COMPANY all of its right, title, and interest in and to the work performed under this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

ABC COMPANY
By: _____
Title: _____

DEF COMPANY
By: _____
Title: _____