

RESIDENTIAL CONSTRUCTION AGREEMENT

License No. _____

THIS AGREEMENT is made this _____ day of _____, 20

, by and between _____

(☐Builder☐), and _____

(☐Owners☐) for the construction of a single-family residence for the owners of property located in

County, State of Florida, and legally described as Lot _____ Block _____ of the

Subdivision and also known and numbered as _____

_____.

The Builder and Owners agree as set follows:

1. Contract Documents.

The terms of this contract include the conditions of this contract and by reference the provisions in the other documents specifically listed in Exhibit A. The terms of this agreement shall prevail over any conflicting provisions in the documents incorporated by reference. If a conflict exists between the plans and the specifications, the specifications shall govern.

2. The Work.

Unless otherwise specifically noted, Builder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the residence. The work shall be done substantially in conformance with the plans and specifications that have been initialed or signed by each party. These plans and specifications are attached to this contract and incorporated into it as Exhibit A.

Builder shall not be responsible for the following work: hauling excavation and existing debris from the property, off-site utility connections; installation or construction of walks, pavements, or curbing; installation of cable television wiring; interior painting of garage; and any other work not described in the Plans and Specifications.

3. Financing.

This contract is contingent upon Owners obtaining a construction loan in the amount of _____ Dollars (\$ _____)