

COST PLUS BUILDING CONTRACT

Project Location: _____ Contract Number: _____

Parties:

Owner (Client): _____

Builder (Contractor): _____

Contract Description:

Scope of Work: _____

Contract Documents Include: _____

Contract Price:

Cost Plus Percentage Fee: _____ %

Maximum Price (if any): _____

Payment Terms:

Deposit Amount: _____ AUD

Progress Payment Schedule: _____

Contractor's Obligations:

Contractor shall perform all work in a professional and workmanlike manner in accordance with Australian law and standards, using m

Owner's Obligations:

Owner shall provide timely decisions, access to site, and payments as per the contract terms.

Clause 1 – Contract Documents

The Contract Documents consist of this Agreement, the Scope of Work, Plans, Specifications, and any other documents expressly referenced herein. These documents form the entire agreement between Owner and Contractor.

Clause 2 – Cost Plus Fee

The Contract Price shall be the actual cost of labor, materials, equipment, and other expenses necessary to complete the Work, plus a fee of the agreed percentage. Costs shall be substantiated by appropriate documentation.

Clause 3 – Changes in the Work

Any change to the Scope of Work or Contract Price shall require a written Change Order signed by both parties prior to execution of the changed work.

Clause 4 – Payment Terms

Payments shall be made as progress payments based on work completed and approved by Owner. Final payment shall be made upon completion and acceptance of the Work. Late payments may incur interest as permitted by law.

Clause 5 – Time for Completion

Contractor shall commence work promptly after notice to proceed and shall diligently prosecute the Work to

completion within the agreed timeframe, subject to allowable extensions for causes beyond Contractor's control.

Clause 6 – Inspections and Approvals

Owner or Owner's representative shall have the right to inspect the Work periodically. Contractor shall comply with all applicable laws, regulations, and obtain all necessary permits and approvals.

Clause 7 – Warranties

Contractor warrants that all work shall be free from defects in workmanship and materials for a period of twelve (12) months from the date of practical completion.

Clause 8 – Insurance and Liability

Contractor shall maintain insurance as required by law and indemnify Owner against claims arising from Contractor's negligence or failure to perform.

Clause 9 – Suspension or Termination

Owner may suspend or terminate the Contract for cause or convenience upon written notice. Contractor shall be entitled to payment for Work performed to the date of suspension or termination.

Clause 10 – Dispute Resolution

Any dispute arising under or in connection with this Contract shall be resolved by good faith negotiation, failing which the parties agree to mediation before pursuing other remedies.

Clause 11 – Governing Law

This Contract shall be governed by the laws of the Commonwealth of Australia and the relevant State or Territory laws applicable to the location of the Work.

Clause 12 – Entire Agreement

This Agreement, including all referenced documents, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements.

Clause 13 – Notices

All notices shall be in writing and delivered personally, by prepaid post, or email to the addresses specified by each party.

Clause 14 – Force Majeure

Neither party shall be liable for delays or failure to perform arising from causes beyond their reasonable control, including but not limited to natural disasters, strikes, or government actions.

Clause 15 – Safety

Contractor shall be responsible for maintaining a safe worksite and complying with all occupational health and safety laws and regulations.

Clause 16 – Confidentiality

Both parties agree to keep confidential all proprietary or sensitive information obtained during the course of the Contract.

Clause 17 – Assignment

Neither party may assign or subcontract their rights or obligations without prior written consent of the other party.

Clause 18 – Severability

If any provision of this Contract is held invalid or unenforceable, the remainder shall remain in full force and effect.

Clause 19 – Amendments

This Contract may only be amended by a written document signed by both parties.

Clause 20 – Signatures

This Contract may be executed in counterparts and electronically, each of which shall be deemed an original.

OWNER'S SIGNATURE

BUILDER'S SIGNATURE

Signature: _____

Signature: _____

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