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# Home Repair Contract

## 1. Parties

The parties of this **Home Repair Agreement** (shall be referred as the "**Agreement**" hereinafter) are as follows;

**The "Contractor"**

**The "Client"**

**WHEREAS** the Client intend to have repair service for the home located at

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(shall be referred as the "**Home**" hereinafter),

**WHEREAS** the Contractor is an interior design and architecture company which operates construction sector,

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

## 2. Term of the Agreement

The Contractor accepts to start the work by \_\_\_\_\_ and complete and deliver the Home \_\_\_\_\_ at the latest.

The Client is obliged to deliver the Home ready on the start date of the work. The Contractor cannot be held responsible if the completion date of the work is delayed due to delay of the Client.

## 3. Scope of Work

The work to be done is given in the table below. The Contractor is obliged to show the necessary care and use quality materials while performing the work.

Work to Do	Description (Material etc.)

#### 4. Pricing and Payments

This contract is a turnkey contract with a lump sum price. The total amount to be paid under this Contract, including the work, materials and service fee, is \_\_\_\_\_.

The payment schedule is as follows;

Installments	Amount
Down Payment	
1. Installment	
2. Installment	
3. Installment	

Payments to be made are made by \_\_\_\_\_. In case of late payment, \_\_\_\_\_% late payment interest shall be applied in principle. The Contractor may also terminate the Contract by operating the procedure set forth in Article 5 in case of late payment.

#### 5. Termination

If the amounts to be paid under this Contract are not paid on time, the Contractor may send a notice to the Client stating that the Contract will be terminated if the required payment is not made within 7 (seven) days. If the payment is not made at the end of the seventh day, the Contract is terminated without any further action.

In addition, the Contractor may refrain from starting the service unless the down payment is paid. Also, the Contractor may send a notification that states Contract shall be deemed withdrawn if the down payment will not be paid within a specific time period given.

The Client can control the work and the current situation at every stage of the work. If it is clear that the works cannot be completed within the specified time, the Client may send a warning and indicate that the works should be expedited. However, the Client cannot avoid paying by claiming that the work is slow.

If the work is not speeded up despite the warning, the Client may terminate the Contract immediately with a warning. In this case, the Client can have the works completed by another contractor and demand the price from the Contractor. Even in this case, the Client is obliged to pay the Contractor the cost of the works performed by the Contractor in full.

## **6. Terms and Conditions**

- The Contractor is obliged to determine a contact person and notify the Client of this in order to present the necessary information to the Client during the execution of the work and to continuously control the work.
- The Client is obliged to provide the necessary support to the Contractor and workers at Home and to meet their basic needs such as electricity, water etc.
- The Contractor is solely responsible for paying the wages and all labor claims of the workers. In addition, all expenses of the workers such as transportation and meals are covered by the Contractor. If the Client has to pay the workers for any reason, the Contractor is obliged to pay it to the Client immediately.
- The Contractor shall avoid causing any disturbance to the environment during all of the repair and construction works. It is the Contractor's responsibility to dispose of the excavation, garbage and waste from the Home in accordance with the applicable law and regulations. In addition, the contractor shall not make noise in a way that disturbs the environment and neighbors outside working hours.
- All of the permits required to be obtained from the municipality and similar administrative authorities before or during the execution of the work are the responsibility of the Contractor, unless otherwise stipulated in the legislation.

## 7. Independent Contractors

The status of the parties under this Contract shall be that of independent contractors. Neither Party shall have the right to enter into any agreements on behalf of the other party, nor shall it represent to any person that it has any such right or authority. Nothing in this Contract shall be construed as establishing a partnership, labor relations or joint venture relationship between the Parties.

## 8. Privacy

The Contractor is obliged to keep all kinds of information obtained at Home during the construction of the work, whether it is related to the private life of the Client or not, and not to disclose it to third parties. The Contractor shall make required contracts to ensure that its employees behave in the same manner.

## 9. Miscellaneous Provisions

- **Non-waiver** - Failure by parties to exercise any provision, right or portion of this agreement or enforce any portion of this agreement shall not be deemed a waiver of any right contained in this Contract.
- **Entire Agreement** - This document contains the entire agreement and full understanding between Photographer and Client. It supersedes all prior and contemporaneous agreement between the parties.
- **Notifications** - Any notifications to be sent under this Contract shall be in written form and delivered to the other party via personal delivery or sent to the addresses indicated in the first page of this Contract. The periods specified in this Contract start from the day the notice is served to the other party.
- **Separability** - If any of the clauses of this Contract is found to be invalid, illegal, or unenforceable, the parties desire that the remainder of the agreement, other than the provision determined to be unenforceable, remain in full force and effect.
- **Governing Law and Dispute Resolution** - Any dispute that may arise within the scope of this Contract will first be tried to be resolved by reconciliation. Any lawsuit shall be filed in \_\_\_\_\_, \_\_\_\_\_. The Contract shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

**IN WITNESS WHEREOF** the parties hereto have executed this Contract as of the date of the second signature below.

**The Contractor**

**The Client**

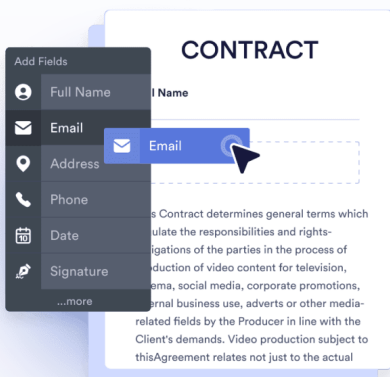


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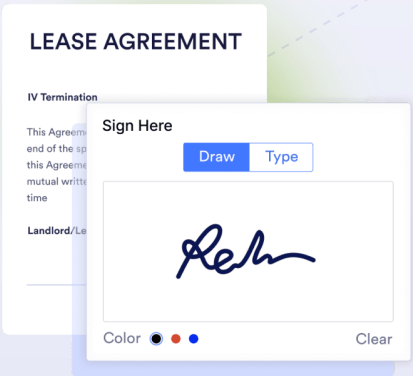
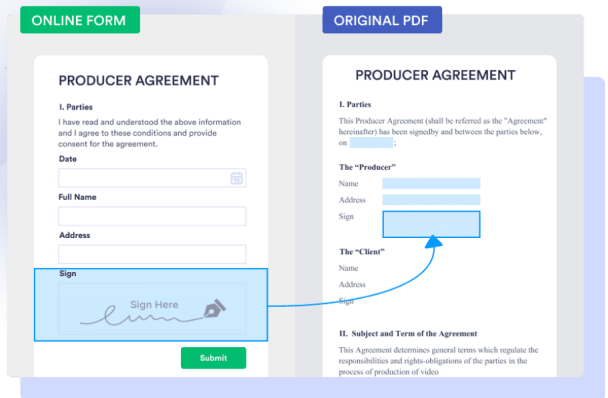
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