

# CONSTRUCTION AGREEMENT (Short Form)

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OOOOO

CONSTRUCTION AGREEMENT entered into in the City of ....., Province of ..... (name of province), Canada.

BETWEEN: V1 ..... (name of natural person), ..... (occupation), domiciled and residing at ..... (civic number and street name), in the City of ..... (name of city), Province of ..... (name of province), ..... (postal code);

OR

V2 ..... (corporate name), duly attests that it is a legal person duly incorporated under the ..... Act (name of statute under which the corporation was incorporated), having its principal place of business at ..... (civic number and street name), in the City of ..... (name of city), Province of ..... (name of province), ..... (postal code), and duly registered under the designating number ..... (.....) in accordance with the ..... Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered);

OR

V3 ..... (corporate name), duly attests that it is a legal person duly incorporated under the ..... Act (name of statute under which the corporation was incorporated), having its head of registered office at ..... (civic number and street name), in the City of ..... (name of city), Province of ..... (name of province), ..... (postal code), and duly registered under the designating number ..... (.....) in accordance with the ..... Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof, as he/she so declares;

OR

V4 ..... (corporate name), duly attests that it is a legal person, duly incorporated under the ..... Act (name of statute under which the corporation was incorporated), having its head or registered office at ..... (civic number and street name), in the City of ..... (name of city), Province of ..... (name of province), ..... (postal code), and duly registered under the designating number ..... (.....) in accordance with the ..... Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof as he/she

Table with 2 columns: OWNER, CONTRACTOR

so declares [or as indicated in the resolution of the sole director [OR board of directors]], Schedule A;

V5 ..... (common business name), [general partnership], OR [limited partnership represented by ..... (name of its general partner), its general partner] OR [undeclared partnership], OR [joint venture], OR [collaboration], OR [any other group of persons] operating a business through the exercise of an organized economic activity of a commercial nature, duly formed under the [Civil Code of Québec] OR [any applicable general law] OR [any other applicable statute], having its head or registered office at ..... (civic number and street name), in the City of ..... (name of city), Province of ..... (name of province), ..... (postal code), and duly registered (as the case may be) under the designating number ..... (.....) in accordance with the ..... Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the partners of the general partnership], OR [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], OR [as indicated in the resolution of the partners of the undeclared partnership], OR [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, OR [as indicated in the resolution of the sole director [OR Board of Directors] of each participant in the collaboration] OR [as indicated in the resolution of the members of any other group of persons], Schedule A;

HEREINAFTER REFERRED TO AS THE "OWNER";

AND: ..... (identify contractor);

HEREINAFTER REFERRED TO AS THE "CONTRACTOR";

HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

AND AS INTERVENOR: ..... (identify surety, if applicable);

HEREINAFTER REFERRED TO AS THE "SURETY".

OWNER	CONTRACTOR

**RECITALS**

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) The OWNER is engaged in the business of ..... (describe business sector);
- (B) The CONTRACTOR is engaged in the business of ..... (describe business sector);
- (C) The OWNER wishes to ..... (describe project and construction work required) on the premises of ..... (name of/identify location) located at ..... (address of location where project to be realized);
- (D) The CONTRACTOR agrees to execute the Work for the OWNER on a non-exclusive [OR exclusive] basis and in exchange for financial compensation;
- (E) The PARTIES wish to record the terms of their agreement regarding such purpose in a private writing;
- (F) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

**V1 (Short Form)** NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**OR**

**V2 (Long Form)** NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS AND THOSE SPECIFIC TO EACH PARTY, AS THE CASE MAY BE, CONTAINED IN THE AGREEMENT, THE PARTIES INTEND TO BE LEGALLY BOUND AND AGREE AS FOLLOWS:

**0.00 INTERPRETATION**

**0.01 Definitions**

**V1 (Sole Agreement)** Unless otherwise indicated, the following capitalized terms or expressions throughout the Agreement have the meaning indicated below:

**OR**

OWNER	CONTRACTOR