

# Louisiana Build Contract

## Build Contract

**Stalwart General Contractors**  
CGC #69880 and RGC #88702

**Roofing & Reconstruction Contractors of America**  
LA License #562290

**3201 Landfair St**  
**Lake Charles, LA 70601**  
**Office (337) 454-2060**

First Name

Last Name

Company

Address

City

State

Zip

Parish

Total Contract Value

Contract Description

Contract Payment Terms

Date Field

This CONTRACT made on above date between Stalwart General Contractor, LLC and Roofing & Reconstruction Contractors of America, LLC, whose principal place of business is at 3201 Landfair St., Lake Charles, LA 70601, hereinafter referred to as the Contractor, and owner or company referenced above located at above reference address hereinafter referred to as the Client.

1.

**TERMS OF CONTRACT.** This Contract will become effective on the date reference above and will continue in effect until the services provided for herein have been performed or the agreement terminated in accordance with the provisions of the Contract.

2.

**SERVICES.** Contractor agrees to perform the scope of work as follows:

Approved insurance proceeds equal the Total Contract Value plus any approved claim supplements. Total Contract Value derived from Attachment A Sedgwick insurance adjuster estimate dated 05/10/2021. See Attachment A for additional clarification and set allowances for approved scope of work.

3.

**METHOD OF PERFORMING SERVICES.** Contractor will determine the method, details, and means of performing the above- described services.

4.

**EMPLOYMENT OF ASSISTANTS.** Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of the Contractor by the Contract. Client may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. If Client undertakes to do any work included in the scope of work identified above, Client agrees to perform within the schedule established for the job so as to assure the timely completion of the work within the time allotted.

5.

**COMPENSATION.** Client agrees to pay Contractor for the services set forth above for the Total Contract Value. Client agrees to pay Contractor by the Contract Payment Terms above.

6.

**HOURS DURING WHICH SERVICES MAY BE PERFORMED.** Contractor agrees to perform the above described services on the Client's premises during the hours of 7:00 a.m. to 5 p.m. Monday through Friday. Special circumstances may require times to change. Both contracted parties shall approve and agree.

7.

**TOOLS AND INSTRUMENTALITIES.** Contractor will supply all tools and instrumentalities required to perform the services under this Contract.

8.

**COOPERATION OF CLIENT.** Client agrees to provide access to all locations on the premises reasonably necessary to the performance of the Contractor's duties under this Contract. This property is leased. Contractor must get Tenant approval to access interior portions of the building and must not interfere with the operation of the Tenant's business. Client will promptly notify the receipt of any proceeds issued for payment of the work and promptly turn such proceeds over to Contractor.

9.

**ARBITRATION.** All claims or disputes between the Customer and the Company arising out of or relating to this Agreement, or the breach thereof, shall be decided by arbitration in accordance with the American Arbitration Association Construction Industry Rules and Mediation Procedures currently in effect unless the parties mutually agree otherwise. The arbitration shall take place in the State of Louisiana and each party shall be responsible for their own attorney fees and costs, but the cost of arbitration shall be split equally between Customer and the Company.

10.

**ENTIRE AGREEMENT OF THE PARTIES.** This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client with respect to the rendering of such services. Any modification of this Contract will be effective only if it is in writing signed by both parties.

11.

**PARTIAL INVALIDITY.** If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12.

**TERMINATION OF CONTRACT.** If this Contract is terminated, the amount due to the Contractor cannot exceed the difference between the Total Contract Value and the cost to pay a replacement contractor to finish the job. This Contract may be terminated upon written agreement of both parties. This Contract is terminated if all Construction Work has not been completed by Contractor by October 7, 2021 (180 days from Client's execution of the original Service Agreement). This provision may be extended upon written agreement by Client and Contractor.

13.

**LIMITED WARRANTY.** The Contractor guarantees, except for specific extended guarantees expressly provided by a manufacturer of a product, the work performed by Contractor for a period of one (1) year for interior scope of work, (5) year for sloped roofs and/or (2) years for low slope roofs and other exterior scope of work from the completion of the work, against any and all defects in the work due to defective materials and/or workmanship. At the Contractor's option, the Contractor will repair or replace any defect in material or workmanship brought to Contractor's attention in writing during the warranty period. The guarantee excludes damage caused by natural causes or by other means not related to material or workmanship, or by misuse, negligence, or actions of third party. No warranties shall apply until Contractor receives final payment.

14.

**ATTORNEY'S FEES.** In the event it becomes necessary to employ an attorney to enforce or interpret the provisions in this Contract, attorney fees are to be paid by the non-prevailing party.

15.

**INTEREST.** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of 1-1/2% per month until paid in full.

16.

**GOVERNING LAW.** This Contract will be governed by and construed in accordance with the laws of the State of Louisiana. Executed on the date and year first above written.

IP Address