



**RESIDENTIAL CONSTRUCTION AGREEMENT BETWEEN
BRIDGERLAND TECHNICAL COLLEGE AND _____**

This agreement is entered into in Logan, Utah this _____ day of _____, 2020, by and between BRIDGERLAND TECHNICAL COLLEGE of Logan Utah, (hereinafter referred to as "Builder") and _____, (hereinafter referred to as "Owner.")

Whereas, Builder is a state-sponsored technical college, which includes within its training programs instruction regarding residential construction in order to teach and train students in the skill of building construction; and

Whereas, Builder generally builds one or two projects per year as part of its instructional training program, which projects are built for prices generally favorable to the purchasers; and

Whereas, Owner desires to have Builder build a residence in its Fiscal Year 2020-2021 Building Technology Program, and which Owner desires to have built upon the construction property, owned by Builder; and

Whereas Builder desired to build such residence for Owner on the construction property owned by Builder, according to plans and specifications provided by Builder, and pursuant to the terms of this agreement:

IT IS THEREFORE AGREED AS FOLLOWS:

1. **Construction of Residence.** Pursuant to the terms of this agreement, Builder hereby agrees to construct a residence for Owner, to be located upon the Construction Property, which residence shall be built in a good and workmanlike manner in accordance with plans and specifications provided by Builder. Owner agrees to pay Builder for the Construction of said residence pursuant to the terms set forth herein.
2. **Plans and Specifications.** Builder shall provide plans and specifications for the construction of the residence to be constructed hereunder, which plans and specifications shall be in sufficient detail and accuracy to enable Builder to obtain the necessary permits and determine therefrom the anticipated material and labor requirements for the construction of the residence. Builder shall provide Owner with copies of such plans and specifications in quantities reasonably requested by Owner. A copy of such plans and specifications shall be attached hereto as Exhibit "A" and incorporated by this reference as though fully set forth herein. Owner shall assume no responsibility

for the accuracy or sufficiency of such plans and specifications. Builder shall provide Owner reasonable opportunity to provide input on the limited construction options listed below:

- Paint Color
- Tile
- Carpet
- Siding Color
- Cabinet Materials
- Cabinet tops

3. **Purchase Price and Terms of Payment.** Builder is not interested in pursuing this project for the primary purpose of financial gain. The agreed upon fee for this construction project is the total actual cost of construction incurred by the Builder plus the fixed fee of _____ as offered by the Owner's bid. The amounts payable to Builder by Owner hereunder shall be paid as follows:
 - a. **Down Payment.** Upon execution of this agreement, Owner shall pay Builder the sum of One Thousand Five Hundred Dollars (\$1,500).
 - b. **Remaining Balance.** Upon completion of the construction, which is estimated to be within Fiscal Year 2020-2021, Builder shall submit to Owner a statement of the remaining amounts unpaid under this contract, which shall represent the total cost of construction together with the fixed fee offered by the Owner's bid, less credits for amounts previously paid hereunder by Owner to Builder. Upon receipt of such statement, Owner shall promptly arrange for financing through the lender of Owner's choosing and pay Builder the entire remaining balance for the residence as set forth in this agreement. Under no circumstance will occupancy be allowed prior to closing and final payment.
4. **Permits and Fees.** It shall be the responsibility of the Builder to obtain the necessary building permits and approvals for hookups, the cost of which shall be paid for by Builder and included in the actual cost to be recovered from Owner upon completion of the project.
5. **Subcontractors and Suppliers.** The Builder is responsible for hiring and working with all subcontractors and suppliers. All subcontractors to be compensated are required to be licensed.
6. **Payment of Subcontractors and Suppliers.** The Builder will be responsible for the payment of all subcontractors and suppliers. All payments made by Builder for the construction of the residence shall accumulate toward the actual cost of the construction as set forth in this agreement.
7. **Time for Performance.** Construction on the residence commenced on or about Sept. 1, 2020, and shall continue until completion as soon as reasonably practical, which completion is anticipated to be, but not required to be, around June 30, 2021, but which parties acknowledge is affected by many factors and may be subject to change.
8. **Owner Allowances.** The parties hereto agree to mutually review the plans and specifications for the construction of the residence, and upon doing so, to arrive at certain estimates or allowances for items to be included within construction of the residence. These estimates and allowances are

intended to provide a reasonable means by which to anticipate the approximate total cost of the construction. The parties further acknowledge that this agreement requires payment according to the terms of this agreement of the actual construction costs together incurred by the Builder plus the fixed fee of _____ as offered by the Owner's bid, and that any representations or estimates made by Builder to Owner in good faith are nothing more than estimates or approximations of anticipated cost. The parties further acknowledge that certain items have not been contemplated within the scope of Builder's responsibilities herein, and are, therefore, not included within any cost estimates or forecasts, specifically including (but not limited to) the following items:

- a. Landscaping
- b. Closing and financing costs

9. **Change Orders.** Any additional expenses attributable to extra work or materials, other than would be reasonably required in accordance with the plans and specifications, shall be approved by the Owner or his/her designee in writing.
10. **Insurance.** Builder shall obtain, pay for, and maintain appropriate hazard, property loss, and liability insurance which policies shall be maintained throughout the period of construction.
11. **Assignment.** The parties hereto acknowledge that their contract rights hereunder are not assignable, nor are their contract obligations delegable hereunder, without the prior written consent of the other parties hereto. This agreement shall, however, be binding upon all heirs and successors.
12. **Entire Agreement.** This document represents the entire agreement between the parties hereto, and there are no representations, warranties, or agreements between these parties regarding the construction of the residence as set forth hereunder, except as provided herein. This agreement may be modified or amended by a written agreement signed by parties hereto.
13. **Further assurances.** The parties hereto each acknowledge that it is their intent and desire to accomplish the construction of the residence upon the Construction Property according to the terms set forth herein, with the result that the Owner purchase the residence to be constructed by Builder pursuant to this agreement, and that Builder be compensated with the actual construction costs together with the fixed fee of _____ as offered by the Owner's bid. Each of the parties hereto expressly agrees to reasonably cooperate and take whatever further assurances are appropriate and reasonably necessary, including the execution of documents, in order to accomplish those objectives.
14. **Attorney's Fees.** In the event of a dispute that arises regarding the terms of this agreement, or its enforcement, the party prevailing in the resolution of said dispute shall be entitled to recover all reasonable costs of collection or enforcement of this agreement, whether before or subsequent to initiation of litigation, including court costs and reasonable attorney's fees.

15. **Partnership.** The Builder does not, in any way or for any purpose, by this agreement become a partner of Owner in conduct of its business or otherwise, or joint venture or a member of a joint enterprise with Owner. Owner shall have no authority, express or implied, to bind the Building in any agreement or contract of any kind.

In WITNESS WHEREOF, the parties hereto have set their hand as of the date and year first set forth above.

Builder:

Bridgerland Technical College

By: _____

Title: Associate Vice President

Owner: _____

Printed: _____