

LETTER OF INTENT FOR CONSTRUCTION AGREEMENT

Parties: _____

Owner (Client) Information:

Full Legal Name: _____

Address: _____

Phone/Email: _____

Builder (Contractor) Information:

Company Name: _____

Address: _____

Phone/Email: _____

Project Information:

Project Name/Description: _____

Project Location: _____

Estimated Start Date: _____

Estimated Completion Date: _____

Scope of Work:

The Builder intends to perform construction services for the Owner as described in the detailed project plans and specifications yet to be finalized. This Letter of Intent outlines the preliminary understanding of the project scope, including but not limited to design, materials, labor, and delivery of a completed construction project in accordance with applicable laws and regulations.

Preliminary Agreement Terms:

1. This Letter of Intent ("LOI") serves as a good faith expression of the parties' intention to negotiate and enter into a formal Construction Agreement (the "Agreement"). 2. No binding contract for construction shall arise until the execution of a definitive Agreement. 3. The Builder shall prepare and provide cost estimates and schedules for review. 4. The Owner shall cooperate in providing necessary approvals and information in a timely manner. 5. Both parties acknowledge this LOI is governed by the laws of the United States and relevant state laws. 6. Confidentiality of proprietary information exchanged during negotiations shall be maintained by both parties.

Construction Agreement Negotiation and Execution:

The parties agree to negotiate in good faith the terms and conditions of the final Construction Agreement with the objective of execution within a reasonable timeframe. This LOI shall expire if no Agreement is executed within __ days of the date last signed by the parties. Either party may terminate negotiations upon written notice prior to execution of the Agreement without liability, except for obligations accrued prior to termination.

Payment Terms (Preliminary):

The Owner intends to compensate the Builder based on a mutually agreed schedule of values tied to milestones, subject to final Agreement terms. Payments shall be made within __ days of invoice receipt. All payments will be made in United States Dollars (USD) unless otherwise agreed in writing. Any retainage, performance bonds, or warranties shall be defined in the final Agreement.

Compliance with Laws and Permits:

Builder shall obtain and maintain all required permits, licenses, and approvals necessary to perform the construction work in compliance with all applicable federal, state, and local laws, regulations, codes, and ordinances. Owner shall provide reasonable access and information required to support such compliance.

Insurance and Liability:

Builder shall maintain adequate insurance coverage including general liability, workers' compensation, and builder's risk insurance as necessary. Owner shall maintain property insurance covering the project site. Indemnification provisions shall be included in the final Agreement to the extent permitted by law.

Termination:

Either party may terminate negotiations or the Agreement upon written notice in accordance with the terms of the final construction contract. Termination rights, liabilities, and remedies shall be governed by the executed Agreement and applicable law.

Governing Law and Venue:

This Letter of Intent and any subsequent Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Miscellaneous:

This LOI constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior discussions. Any amendments must be in writing signed by both parties. The parties agree that this LOI is not a waiver of any rights or remedies except as expressly stated. If any provision is invalid or unenforceable, remaining provisions shall remain in full force and effect.

OWNER'S SIGNATURE

BUILDER'S SIGNATURE

Signature: _____

Signature: _____

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