



## CONSTRUCTION CONTRACT

**I. The Parties.** This Construction Contract ("Agreement") is made between:

**Client.** **New Earth Bali PT** with a mailing address of Jalan Sinta, Keliki, 80561, City of Tegallalang, State of Gianyar, Bali, ("Client")

AND

**Contractor:** \_\_\_\_\_ with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ ("Contractor").

WHEREAS the Client intends to pay the Contractor for Services provided, effective \_\_\_\_\_, 2021, under the following terms and conditions:

**II. The Services.** The Contractor agrees to perform the following: \_\_\_\_\_  
\_\_\_\_\_.

Hereinafter known as the "Services".

**III. Payment.** In consideration for the Services to be performed by the Contractor, the Client agrees to pay the following: (check one)

- ☒ -Rp\_\_\_\_\_ for the Services.  
☐ - Rp\_\_\_\_ / Hour.  
☐ - Other: \_\_\_\_\_.

Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld.

The Contractor agrees to be paid: (check one)

- ☒ - At completion of the Services performed.  
☐ - \_\_\_\_\_Rp as a deposit, and rest will be payed at the completion of the Services performed.  
☐ - Other. \_\_\_\_\_.



**IV. Due Date.** The Services provided by the Contractor shall:

- Be completed by \_\_\_\_\_, 2021.

**V. Obligation.** The Contractor agrees to the following (check one):

In the case of delayed completion, the Contractor agrees to get paid based on the compensation rates below (Table I.), unless the Client approves the new completion date due to the formation of unexpected events or natural disasters.

Below payment rates include deposits that may or may not be paid in the beginning or during the work. If the compensation amount is higher than the unpaid amount, the deposit will be paid back accordingly to the Client based on the compensation amount of total work.

**Table I.**

<input type="checkbox"/> -Option 1 (urgent)	<input checked="" type="checkbox"/> -Option 2 (standart)	<input type="checkbox"/> -Option 3 (long term)
90% payment for 1-day delay	95% payment for 1-day delay	90% payment for 7-day delay
80% payment for 2-day delay	90% payment for 3-day delay	80% payment for 14-day delay
70% payment for 3-day delay	80% payment for 6-day delay	70% payment for 21-day delay
60% payment for 4-day delay	60% payment for 10-day delay	60% payment for 35-day delay
50% payment for 5-day delay	50% payment for 15-day delay	50% payment for 42-day delay
40% payment for 6-day delay	40% payment for 25-day delay	40% payment for 49-day delay
30% payment for 7-day delay	30% payment for 35-day delay	30% payment for 56-day delay
20% payment for 8-day delay	20% payment for 47-day delay	20% payment for 63-day delay
10% payment for 9-day delay	10% payment for 60-day delay	10% payment for 70-day delay
0% payment for 10-day delay	0% payment for 60-day delay	0% payment for 77-day delay
0% payment after 10 days of delay	0% payment after 60 days of delay	0% payment after 77 days of delay



**VI. Expenses.** The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

**VII. Liability Insurance.** The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement included by not limited to consistent worker attendance to work, quality of work appointed by the Client, following Client's feedback and guidance. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

**VIII. Termination.** This Agreement shall terminate upon the completion of the Services provided.

The Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

In addition to that, the Client may terminate this Agreement if the quality standards of the work are not matching the Clients requirements and the Contractor is unable to fulfill the requested requirements.

**IX. Option to Terminate.** The Client and Contractor shall not have the option to terminate this Agreement unless there is reasonable cause, as defined in Section VII.

**X. Confidentiality.** The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law



**XI. No Partnership.** This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

**XII. Assignment and Delegation.** The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this Agreement. If any such information is shared by the Subcontractor to third (3<sup>rd</sup>) parties, the Contractor shall be made liable.

**XIII. Governing Law.** This Agreement shall be governed under the Indonesian Laws.

**XIV. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XV. Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

**Client's Signature**  \_\_\_\_\_ **Date:** \_\_\_\_\_

**Full Name** Can BOLEL, Director,  
Design & Development  
Akasha

**Contractor's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_