

## TRADESMEN ESCROW CONTRACT

This Tradesmen Escrow Contract ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between:

### Client:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Tradesman:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Escrow Agent:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Project Details: Description of Work:

\_\_\_\_\_

Project Address: \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_

**1. Scope of Work** The Tradesman agrees to perform the work described in the Project Details section of this Agreement ("Work") in a professional manner and in accordance with all applicable standards and regulations.

**2. Payment Terms** a. The Client agrees to pay the Total Project Cost into an escrow account managed by the Escrow Agent before the start date. b. Payments will be released from escrow to the Tradesman according to the following milestones:

- Milestone 1: \_\_\_\_\_
- [Description of milestone]
- Amount: \$ \_\_\_\_\_
  
- Release Date: \_\_\_\_\_
- Milestone 2: \_\_\_\_\_
- [Description of milestone]
  
- Amount: \$ \_\_\_\_\_
- Release Date: \_\_\_\_\_
  
- Final Milestone: Completion of the Work Amount: \$ \_\_\_\_\_
- Release Date: Upon Client's approval of the completed work

**3. Escrow Terms** a. The Escrow Agent will hold and disburse funds in accordance with the terms of this Agreement. b. The Escrow Agent is not a party to this Agreement except for the purpose of administering the escrow account. c. The Escrow Agent will disburse funds upon receiving written confirmation from both the Client and the Tradesman that a milestone has been completed.

**4. Responsibilities of the Parties a. Client:**

- Ensure the site is ready for the Tradesman to begin work.
- Make timely payments into the escrow account.
- Approve milestones and final completion promptly. **b. Tradesman:**
- Complete the Work in accordance with the Project Details.
- Adhere to the agreed timeline.
- Communicate any potential delays or issues to the Client promptly. **c. Escrow Agent:**
- Hold and disburse funds as per the terms of this Agreement.
- Provide statements of account as requested by either party.

**5. Changes to the Work** Any changes to the Work must be agreed upon in writing by both the Client and the Tradesman. Changes may affect the Total Project Cost and completion date.

**6. Dispute Resolution** In the event of a dispute, the parties agree to first seek mediation. If mediation fails, the dispute will be resolved by binding arbitration under the rules of the [Insert Arbitration Association/Organisation].

**7. Termination** This Agreement may be terminated by either party if the other party breaches any material term of this Agreement. Termination must be provided in writing. Upon termination, the Escrow Agent will disburse funds in accordance with the work completed to date.

**8. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State].

**9. Entire Agreement** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

Client's Signature.

Tradesman's Signature.

Escrow Agent's Signature