



# TERMS AND CONDITIONS

**I. CHANGES IN THE WORK.** Should the owner, construction of construction, theft, vandalism and malicious mischief lender, or any public body or inspector direct any modification or endorsements attached, the insurance to be in a sum at least equal addition to the work covered by this contract, the contract price. The insurance shall name the Contractor and factors as additional insured's, and will be written to Contractor and subcontractors as their interests may shall be adjusted accordingly.

Modification or addition to the work shall be when both the Owner and the Contractor have signed a Change Order. The change in the contract price contract Change Order shall be as agreed to in writing. If parties are not in agreement as to the change in contract price, Contractor's actual cost of all labor, equipment, subcontractors, materials, plus a Contractor's fee of (FILL IN PERCENTAGE) % shall be the change in contract price. The Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Owner of (a) known conditions at the site differing materially from those stated in the contract, or (b) unknown physical conditions discovered materially from those ordinarily encountered and recognized as inherent in work of the character provided in the contract. Owner as added work shall pay for any expense due to such conditions.

**II. OWNER'S RESPONSIBILITIES.** Owner shall provide Contractor and equipment access to the site.

**III. DELAYS.** Contractor agrees to start and diligently work through to completion, but shall not be responsible for any of the following reasons: failure of the Owner to obtain necessary building permits within a reasonable period, non-funding of loans, disbursement of funds into fund escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Owner, acts of public enemy, riot, commotion, inability to secure material through regular channels, imposition of Government priority or Government requisitioning of materials, failure of Owner to make payments when due, delays caused by inspection or changes ordered by the Owner or authorized governmental bodies, or for acts of God, acts of contractors, or holidays, or other causes beyond Contractor's reasonable control.

**IV. SUBCONTRACTS.** The Contractor may subcontract portions of this work to properly licensed and bonded subcontractors.

**V. TAXES AND ASSESSMENTS.** Owner will pay for all taxes and assessments of all descriptions.

**VI. INSURANCE AND DEPOSITS.** Contractor shall obtain Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Contractor shall carry liability insurance to cover any damage to Owner's property resulting out of the acts of Contractor. Contractor shall obtain and pay for insurance against injury to Contractor's employees and persons under persons on the job site as a condition of invitation.

Owner shall also procure at own expense and before the commencement of work hereunder "all-risk" insurance with course of defense of said action or arbitration.

Contractor shall fail to procure such insurance, Contractor may do so in the absence of Owner, but is not required to do so. Owner shall not waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, fire, calamity such as fire, storm, flood, landslide, earthquake, owner as extra work shall pay for work necessary for Contractor in rebuilding or restoring the project.

**RIGHT TO STOP WORK.** Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until payments due are received. Failure to make payment, within 5 days of the due date, is a material breach of this Agreement and shall entitle contractor to cease any further work.

**CLEAN UP.** Contractor will remove from Owner's site all surplus material created by the operation and leave the site neat and broom clean condition.

**COMPLIANCE WITH LAWS.** In connection with the performance by Contractor of duties pursuant to this Agreement, Contractor shall obtain and pay for all permits and comply with all applicable state, county and local laws, ordinances and regulations.

**ARBITRATION, VALIDITY AND DAMAGES.** Any dispute or claim arising out of or related to this contract, or the performance of, shall be settled by arbitration in accordance with the International Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

**ASBESTOS AND HAZARDOUS WASTE.** Unless the contract specifically calls for the removal, disturbance, or testing of asbestos or other hazardous substances, the parties agree that such work requires special procedures, permits, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous waste contractor to perform the work or do the work at the Owner's option. Said work shall be treated as an extra under this contract.

**ATTORNEY FEES.** In the event legal action or arbitration is required for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorneys fees in said action or arbitration, in addition to reasonable expenses incurred in the prosecution or defense of said action or arbitration.