



Homeowner

Homeowner

Address

Phone

Phone

E-Mail

Insurance Co

Phone

Claim Number:

1 THE ADVANCED RESTORATION GROUP LLC, NEW JERSEY CONTRACT

II. THE ADVANCED RESTORATION GROUP LLC. NEW JERSEY CONTRACT

This page and the pages following are the entire agreement and understanding between Advanced Restoration Group LLC. (ARG) and The Property Owner. The Contract Documents supersede all prior negotiations, representations and agreements, whether written or oral. Any verbal statements made before, during, or after the course of the contract being signed were shall not become a part of this contract and/or shall not be relied upon by the Owner. All changes to this Contract shall be in writing and signed by both parties.

2. AUTHORIZATION FOR: EMERGENCY SERVICE RESTORATION

2. AUTHORIZATION FOR EMERGENCY SERVICE REQUESTED
Owner authorizes Advanced Restoration Group (ARG) to enter upon and access all parts of the property to whatever extent necessary to perform all services, furnish all equipment, materials and supplies contemplated under this agreement as a result of the damages to the Property caused by 1. WATER 2. FIRE
3. MOLD 4. WIND 5. STORM 6. SMOKE 7. ICE/NOW 8. OTHER

3. DOCUMENTS INCLUDED

By signing this Contract, Owners acknowledges receipt of the following documents: Terms and Conditions, Mortgage Release, Proof of ARG's Liability Insurance, Contractor Registration Information, Insurance Scope, Agreement to Arbitrate, Subcontractor Information

4. NOTICE TO INSURANCE COMPANY * MORTGAGE COMPANY * PUBLIC ADJUSTERS * - ASSIGNMENT OF CLAIM - COVENANT OF PAYMENT

I, hereby, assign all insurance rights, benefits, proceeds and any causes of action under any applicable insurance policies to ARG, for services rendered or to be rendered by ARG. In this regard, I waive my privacy rights. I make this assignment in consideration of ARG agreement to perform services and supply materials and otherwise perform its obligations under this contract, including not requiring full payment at the time of service. Owner further authorizes and directs his/hers insurance carrier, mortgage, company and/or public adjuster to make direct payment to ARG in the full amount claimed by ARG for their services. I also hereby direct my insurance carrier(s) to release any and all information requested by ARG, its representative, and/or its Attorney for the direct purpose of obtaining actual benefits to be paid by my Insurance Carrier(s) Mortgage Company or Public Adjuster for services rendered or to be rendered. Customer authorizes and instructs all who are liable for this loss in whole or in part to send all amounts due or to become due in connection with the Work hereby authorized directly to Advanced Restoration Group at 411 S. Broadway, Pitman New Jersey 08071.

5. TIME FRAME:

The Start Date of the work contemplated under this Contract shall be the date of the Contract. ARG estimates that the Completion Date of the work shall be within 2 weeks 1 month 2 months 3 months 4 months 6 months 10 months 1 year. The Completion Date of the Work may be delayed and extended due to unforeseen circumstances, acts or omissions, including but not limited to strikes, unavailability of supplies or material, accidents, inclement weather, Owner noncompliance or other delays beyond the control of ARG. In addition, ARG shall not be responsible for any delays caused by Owners changes in the scope of work to be performed, materials to be used and/or delays caused by permitting and/or discovered environmental conditions.

6. MATERIAL TYPE & DESCRIPTION OF WORK:

Unless otherwise noted in this agreement and/or identified on the estimate/scope of work, the materials used in connection with the work will be average quality materials. In the event that your loss is covered by a policy of insurance, your insurance company will typically pay only to replace and/or repair the materials on the Property that were Damaged as a result of the loss identified in Paragraph 2 of this Contract. Your Homeowner's Insurance will pay to repair or replace those materials with like and kind quality materials, rated either average, standard or premium type grade. As set forth above, all materials will be of average quality unless otherwise noted. The scope of work to be performed is as follows:



INSURANCE DAMAGE REPAIR SPECIALISTS

ADVANCED RESTORATION GROUP LLC.

411 SOUTH BROADWAY PITMAN NJ 08071

PHONE:(856) 956-5699 FAX:(856) 956-5698

WWW.WEGO247.COM WEGO247@GMAIL.COM

NJ REG-13VH10928900 PA REG-PA104058

It is acknowledged that the exact scope of certain work, particularly emergency services may not be known at the start of services. ARG will provide Owner with an updated scope of work as the project progresses should the scope substantially change from the scope of work set forth herein.

Where the scope and description of the Work to be completed by ARG is pursuant to an estimate prepared and approved by Owner's homeowner's insurance, ARG shall substantially comply with the final scope and description contained in the final repair estimate. In that event, it is acknowledged by the Owner that the scope of work approved by the insurance company consists of an estimate containing hundreds, if not thousands of line items. ARG shall use their best efforts to substantially comply with that scope of work in its entirety; however, it is acknowledged by the Owner that some minor deviations from that scope typically occur during the construction process. Owner agrees to accept those deviations without alteration to the terms and price of this Contract so as long as the work substantially complies with the scope of work required. If ARG is aware of any subcontractors that will be providing services on this project, they will provide the information for same in conjunction with the execution of this Contract.

7. CONTRACT PRICE:

EMERGENCY SERVICES: The costs to provide emergency service is estimated to be: \$ _____; however, it is acknowledged by Owner that typically the scope of work, and thus the total of the contract price may be subject to change once demolition, remediation or repair efforts commence. ARG's final bill shall be prepared and priced using Xactimate or like software recognized in the insurance industry with standard industry pricing. Owner requests that ARG prepare an estimate of repairs for the restoration of the property once emergency services are complete. OWNER _____.

All invoices are due within 15 days of submission or a finance charge of 1% per month (12% per annum) shall be applied to any outstanding amount owed. If Owner does not retain contract to proceed with restoration work after ARG prepares an estimate for the restoration of the property, Owner will pay to ARG an estimate preparation fee of 2% of the total price of the estimate in addition to any sums due and owing for other services provided.

RESTORATION: The total contract price shall be the total amount of the estimate attached hereto. Owner shall make payment to ARG in the amount of \$ _____ prior to the commencement of restoration work by ARG and shall be periodically invoiced by ARG thereafter at ARG's discretion as the project proceeds. All invoices are due within 15 days of submission or a finance charge of 1% per month (12% per annum) shall be applied to any outstanding amount owed.

8. OWNER'S RESPONSIBILITY

A. Owner shall obtain approvals from any architectural review committee, homeowners association, or similar entity having rights to review and approve Plans prior to construction.

B. Owner shall neither hire nor retain Contractors, Subcontractors, employees or agents perform Work on the Job Site while Work is being done under this agreement by ARG.

C. For everyone's comfort, ensure ALL personal valuables, cash or any family heirlooms are well secured during the restoration, as ARG shall not be responsible for any claims of loss, damage or theft of such items.

9. LIMIT OF LIABILITY AND INDEMNITY:

Owner hereby agrees to waive all Claims for consequential damages against ARG, their officers, directors, partners, employees, agents, consultants and Subcontractors, arising out of or relating to this contract or the termination of this contract. Owner acknowledges that the work performed by ARG may result in damage to other portions of the property that are not reasonably avoidable or preventable. Owner acknowledges that ARG shall not be responsible for the repair of any such damages that may occur. ARG's maximum liability shall not exceed the amount paid to Advanced Restoration Group for the work that was performed under this Agreement. All claims in excess of this amount are waived. Further, Owner shall defend, indemnify and hold ARG, its agents and employees harmless from all third party claims that are the sole negligence of Owner its agents or employees

10. HOMEOWNER'S HAZARD INSURANCE/BUILDERS RISK POLICY:

The Owner shall, at the Owner's expense, adequately insure the Property, the work and materials in the name of the Owner and Contractor, and their agents, employees, subcontractors or assigns against loss by fire, vandalism and malicious mischief. The Homeowners shall be required to provide the Contractor with a copy of this Builders Risk Policy to the Contractor before the commencement of any work by Contractor.

11. CHANGES IN SCOPE:

A. Except as provided elsewhere in this agreement, no change to this contract (including modification, clarification, interpretation or correction of the Plans or Specifications) shall be made without mutual agreement and a written Change Order signed by ARG and Owner identifying the change, the cost of the change, and the effect on Project schedule.

B. The price of this project is based on doing the project in its entirety. Any portions not completed by ARG may cause an increase in the final cost of the project.

C. ARG shall include in Subcontract agreements for the Project the following language: "Any Claim by a Subcontractor for Changes and/or Extra Work shall be made with ARG. Only ARG has the right to modify the scope of this Contract with Owner. Any Subcontractor at any tier shall not have the right to assert any claim or invoice for changes and/or extra work that is not agreed to in writing by and between ARG and Owner."

12. CONSTRUCTION SCHEDULE:

A The Start Date and the End Date of this Contract are ARG's best estimate as to when work on the project will commence (including administrative work) and when it shall end. We make every reasonable effort to keep personnel on each job, however, we do Emergency Service Work and there will be times we will need to pull some or all personnel temporarily. The Owner(s) will be informed of this and when we will return. This will not affect the time frame for your project and failure of ARG to staff the project on a daily basis will not be considered a breach of the Contract by ARG.

B. If certain Work is completed by ARG and payment is due pursuant to the terms of this contract, ARG may suspend work on the project with five (5) days written notice to Owner if such payments for completed work that are due under the contract are not promptly made.



INSURANCE DAMAGE REPAIR SPECIALISTS

13 TERMINATION OF CONTRACT;

A. If Work is suspended for a period totaling 45 days or more in total for any reason (1) not related to weather, and (2) beyond control of ARG or those responsible to ARG, then ARG may, upon 5 calendar days written notice, terminate all obligations under this agreement and collect compensation as provided for in this contract for termination by ARG.

B. Upon termination of this contract by ARG, Owner shall pay ARG: (1) For work performed at the Contract Price, (2) The cost of materials purchased for Project and paid for by ARG, but not yet incorporated into the Work plus reasonable overhead and profit, (3) Losses on materials and equipment which result directly from termination, (4) The actual cost of demobilization, (5) Plus the reasonable costs of preparing a statement of costs, expenses, and compensation for all pre-construction work, losses which result from termination, and (6) Less all sums paid to Advanced Restoration Group for the Project and the fair value of all reasonable claims Owner has against ARG at the time of termination.

C. In the absence of a material breach of this contract, this contract shall not be terminated by Owner unless ARG has first received a written notice from Owner: (1) Alleging that cause exists to terminate the contract, (2) Listing in detail the alleged breach by ARG, and (3) Providing ARG fourteen (14) calendar days from that notice to cure any such breaches. Owner shall not terminate the Contract without providing ARG the fourteen (14) day time period within which to cure any alleged breaches of this Agreement.

D. If Owner desires to terminate this agreement for the convenience of Owner, or without cause, Owner will pay ARG for all work completed to that date, plus 15% of the contract price less any amounts paid or due to ARG.

F. If this contract is entered into in the State of New Jersey, upon default by Owner, Owner agrees to pay to ARG all costs of collection, including reasonable court costs and attorney's fees should Owner fail to pay any amounts due under this agreement. This agreement is governed by the laws of the State in which the Property is located and any litigation shall be filed in the county in which the Property is located. So as long as permitted by the law of the State governing this Contract, Owner agrees to waive their right to a trial by jury.

14. SEVERABILITY:

If any term or provision of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, in whole or in part, the validity and enforceability of the remaining provisions, or portions of them, will not be affected and this Contact, including the remaining terms and provisions, will remain in full force and effect as if such unlawful, invalid or unenforceable term had never been included.

15. PAYMENT AUTHORIZATION:

A. Owner hereby authorizes and unequivocally instructs their homeowner's insurance company and/or their mortgage company to make direct payment of any benefits or proceeds Advanced Restoration Group at 411 S Broadway Pitman NJ 08071

B. Owner also authorizes Advanced Restoration Group be given irrevocable power-of-attorney and my express permission to endorse my name on any and all checks received from a Public Adjuster or Insurance/Mortgage Company on my behalf for services provided by ARG.

C. Although ARG may seek payment directly from Owner's mortgage or insurance company for work performed, it remains the Owner's obligation to ensure that ARG's invoices are paid in a timely fashion pursuant to the terms of this agreement. Should Owner receive any advances and/or payments for the work to be performed by ARG, Owner will be responsible to deliver any and all payments they receive to Advanced Restoration Group within five (5) days. If the Mortgage Company, Insurance Company or Owner fails to make any payment when it is required, ARG, at its sole discretion, may stop work and leave the job. ARG shall return only upon full payment of the amount due.

16. EMERGENCY WAIVER OF RIGHT TO CANCEL

10. EMERGENCY WORK OR CANCELLATION: Owner hereby desires to have ARG start work on the project immediately and does not desire to wait for the three (3) day cancellation period to expire. If the Owner cancels this agreement within the three (3) day cancellation time period, Owner agrees that they shall pay to ARG the amounts due for all work completed prior to the cancellation date.

OWNER:

SALES REPRESENTATIVE Address 411 S Broadway Pitman NJ 08071. Name of sales representative who negotiated the contract

*******NOTICE TO CONSUMER*******
YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS

- CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR
 2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO

2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO THE IDA, 111 S. 411 MILE ROAD, SUITE 200, NAPERVILLE, IL 60561 (505-505-5000).

If you cancel this contract within the three day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice. New Jersey Division of Consumer Affairs: 1-888-656-6225.

Customer(s): (I have read this 3 page contract and all attachments. I understand what I have read and received a copy)

Customer Signature _____ *Date* _____ / *Customer Signature* _____ *Date* _____ / *ARG Signature* _____ *Date*

Print Name _____ / _____ / _____ Print Name _____ / _____ / _____ Print ABC Representative _____ / _____ / _____

Print Name **PHIL ARCE**
24 HOUR EMERGENCY SERVICE CALL TOLL FREE 1-855-WECO247

24 HOUR EMERGENCY SERVICE CALL TOLL FREE 1-855-WEGO247

FIRE DAMAGE • WATER DAMAGE • MOLD REMEDIATION • STORM DAMAGE • BOARD UPS • RECONSTRUCTION



INSURANCE DAMAGE REPAIR SPECIALISTS

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DISPUTE RESOLUTION CLAUSE

3. THE ARBITRATION AWARD SHALL BE FINAL AND BINDING.
4. THE ARBITRATOR SHALL APPLY THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED IN RESOLVING THE MATTER SUBMITTED TO ARBITRATION.
5. THE ARBITRATOR SHALL BE LIMITED TO INTERPRETATION OF THE PARTIES AGREEMENT AND DISPUTES ARISING OUT OF THE AGREEMENT.
6. WITHIN TWENTY (20) CALENDAR DAYS AFTER THE TRANSMITTAL OF AN AWARD, THE ARBITRATOR ON HIS OR HER OWN, OR ARG OR OWNER, UPON NOTICE TO THE OTHER, MAY REQUEST THAT THE ARBITRATOR CORRECT ANY CLERICAL, TYPOGRAPHICAL, TECHNICAL OR COMPUTATIONAL ERRORS IN THE AWARD.
7. THE ARBITRATOR IS NOT EMPOWERED TO REDETERMINE THE MERITS OF ANY CLAIM ALREADY DECIDED. IF THE MODIFICATION REQUEST IS MADE BY ARG OR OWNER, THE OTHER SHALL BE GIVEN TEN (10) CALENDAR DAYS TO RESPOND TO THE REQUEST. THE ARBITRATOR SHALL DISPOSE OF THE REQUEST WITHIN TWENTY (20) CALENDAR DAYS AFTER TRANSMITTAL TO THE ARBITRATOR OF THE REQUEST AND ANY RESPONSE TO THE REQUEST.

2.6 CONFIDENTIALITY: THE FACTS OF THE DISPUTE, RELATED DOCUMENTS AND THE ARBITRATOR'S DECISION SHALL BE KEPT CONFIDENTIAL BY ARG AND OWNER.

3 ATTORNEY'S FEES AND PREJUDGMENT INTEREST. TO THE EXTENT PERMITTED BY THE STATE IN WHICH THE PROJECT IS LOCATED, THE SUBSTANTIALLY PREVAILING PARTY IN ANY DISPUTE RESOLUTION PROCESS SHALL BE ENTITLED TO RECOVER ALL COSOTS INCURRED IN ANY DISPUTE RESOLUTION INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, EXPERT FEES, AND COURT AND ARBITRATION COSTS AS WELL AS PREJUDGMENT INTEREST AT THE LEGAL RATE. THIS CLAUSE SPECIFICALLY SHALL NOT APPLY TO CONTRACTS ENTERED INTO IN THE COMMONWEALTH OF PENNSYLVANIA.

4 IN THE EVENT ANY OF THE PROVISION(S) OF THIS AGREEMENT ARE DETERMINED TO BE INVALID AND/OR UNENFORCEABLE, ANY SUCH PROVISION(S) SHALL BE SEVERABLE FROM THE REMAINDER OF THIS AGREEMENT AND SHALL NOT CAUSE THE INVALIDITY AND/OR UNENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT.

OWNER:

ARG

Print Name

Print Name

Signature

Signature

Date

Date

OWNER

Print Name

Signature

Date

Page 3 of 3

24 HOUR EMERGENCY SERVICE CALL TOLL FREE 1-855-WEGO247

FIRE DAMAGE • WATER DAMAGE • MOLD REMEDIATION • STORM DAMAGE • BOARD UPS • RECONSTRUCTION

DISPUTE RESOLUTION CLAUSE

INDIVIDUAL (ARG OR OWNER) WHOM THE ARBITRATOR DETERMINES HAS NOT PREVAILED IN SUCH PROCEEDING OR SHALL BE PAID EQUALLY BY ARG AND OWNER IF THE ARBITRATOR DETERMINES THAT NEITHER HAS SUBSTANTIALLY PREVAILED.

1.5 ARBITRATION PROCEDURE:

1.5.1 IF ONE OR MORE ISSUES DIRECTLY OR INDIRECTLY RELATE TO ALLEGED DEFECTS IN DESIGN, MATERIALS OR CONSTRUCTION, THE ARBITRATOR SHALL DIRECT THAT ARG AND OWNER AND THEIR EXPERTS BE ALLOWED TO INSPECT, DOCUMENT (BY PHOTOGRAPH, VIDEOTAPE OR OTHERWISE) AND TEST THE ALLEGED DEFECTS. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RESOLVE ANY DISPUTES RELATING TO THE INSPECTION, DOCUMENTATION AND TESTING OF THE ALLEGED DEFECTS. CONSISTENT WITH THE EXPEDITED NATURE OF ARBITRATION, THE ARBITRATOR SHALL DIRECT:

1. THE PRODUCTION OF RELEVANT DOCUMENTS AND OTHER INFORMATION TO BE USED IN THE ARBITRATION (INCLUDING EXPERT REPORTS AND INFORMATION RELIED UPON BY THE EXPERTS);
2. THE NAME AND ADDRESS OF ANY WITNESSES TO BE CALLED; AND
3. A BRIEF SUMMARY OF THE TESTIMONY EXPECTED FROM EACH WITNESS.

1.5.2 AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE HEARING, ARG AND OWNER SHALL EXCHANGE COPIES OF ALL EXHIBITS, SWORN STATEMENTS AND ANY OTHER INFORMATION THEY INTEND TO SUBMIT AT THE HEARING, OTHER THAN EVIDENCE THAT WILL BE USED TO NEGATE A STATEMENT OR OTHER TYPE OF EVIDENCE (ALSO KNOWN AS REBUTTAL EVIDENCE). THE ARBITRATOR IS AUTHORIZED TO RESOLVE ANY DISPUTES CONCERNING THE EXCHANGE OF INFORMATION OR OBJECTIONS TO SUCH INFORMATION. THERE SHALL BE NO OTHER DISCOVERY, EXCEPT AS INDICATED IN THIS SECTION OR AS ORDERED BY THE ARBITRATOR IN EXTRAORDINARY CASES WHEN THE DEMANDS OF JUSTICE REQUIRE IT.

1.5.3 THE ARBITRATION SHALL BE HELD WITHIN SIXTY (60) DAYS OF THE ARBITRATORS' ACCEPTANCE OF THE APPOINTMENT. THE ARBITRATION HEARING SHALL TAKE PLACE AT THE PROPERTY OR IN SUCH OTHER LOCATION WITHIN THE COUNTY WHERE THE PROPERTY IS LOCATED AS ARG AND OWNER MAY MUTUALLY AGREE OR THE ARBITRATOR SHALL ORDER OR LAW SHALL DICTATE. EITHER ARG OR OWNER MAY BE REPRESENTED BY AN ATTORNEY AT THE HEARING PROVIDED THAT ARG AND OWNER GIVE AT LEAST TEN (10) DAYS' NOTICE TO THE OTHER AND TO THE ARBITRATOR.

1.5.4 THE ARBITRATION SHALL BE GOVERNED BY THE FEDERAL RULES OF EVIDENCE, SHALL PROVIDE FOR THE EXCHANGE OF DOCUMENTS AND NO MORE THAN THREE (3) DEPOSITIONS PER SIDE.

1.5.5 AWARD:

1. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD ANY REMEDY OR RELIEF THAT A COURT COULD ORDER INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE OF ANY OBLIGATION CREATED UNDER THE PARTIES AGREEMENT.
2. JUDGMENT ON THE AWARD MAY BE ENTERED IN THE COURT FOR THE COUNTY IN WHICH THE PROPERTY IS LOCATED, OR IN ANY OTHER COURT HAVING JURISDICTION.



INSURANCE DAMAGE REPAIR SPECIALISTS

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AGREEMENT TO ARBITRATE

Client(s)/Owner(s): _____

Property Address: _____

IMPORTANT NOTE: THIS IS AN AGREEMENT RELATING TO DISPUTE RESOLUTION, MEANING THAT, IF A DISPUTE ARISES BETWEEN ARG AND OWNER, ARG OR OWNER SHALL BE REQUIRED TO SUBMIT ALL SUCH CLAIMS FOR DETERMINATION IN ACCORD WITH THIS DISPUTE RESOLUTION CLAUSE. PLEASE NOTE THAT, PURSUANT TO THIS CLAUSE, ARBITRATION IS A POTENTIAL ALTERNATIVE TO FILING AN ACTION AND HAVING IT DECIDED BY A COURT.

1. ANY DISPUTE BETWEEN THE PARTIES RELATED TO THIS CONTRACT SHALL BE DETERMINED BY THE COURTS OF THE STATE AND COUNTY IN WHICH THE PROJECT IS LOCATED, WITH THE EXCEPTION NOTED IN SECTION 2 BELOW. THE PARTIES HEREBY CONSENT TO THE PERSONAL JURISDICTION OF THAT COURT OVER THEM AND AGREE TO ACCEPT SERVICE OF PROCESS ISSUING FROM THAT COURT. AS PART OF THE CONSIDERATION GIVEN BY THE PARTIES HERETO, THE PARTIES MUTUALLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY IN ANY SUCH MATTER

1. ARBITRATION

1.1 IF A DISPUTE ARISES OUT OF OR RELATES TO THIS CONTRACT, OR BREACH THEREOF, AND IF THE DISPUTE CANNOT BE SETTLED THROUGH PRE-LITIGATION NEGOTIATIONS, ARG AND OWNER AGREE THAT MATTERS INVOLVING MORE THAN \$12,000 AND LESS THAN \$75,000 BE SUBJECT TO ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS FAST TRACK CONSTRUCTION INDUSTRY ARBITRATION RULES WHEREBY A JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IN THE EVENT OF A DISPUTE OVER \$75,000, ARG SHALL HAVE THE RIGHT TO ELECT TO SUBMIT THE DISPUTE TO ARBITRATION WHICH, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSTRUCTION INDUSTRY ARBITRATION RULES AS MODIFIED BY THE PROVISIONS SET FORTH IN THIS AGREEMENT.

1.2 DEMAND FOR ARBITRATION: IF ARG OR OWNER DECIDES TO PURSUE ARBITRATION AFTER CONCLUDING THAT FURTHER NEGOTIATIONS WILL BE UNLIKELY TO LEAD TO A RESOLUTION OF THE DISPUTE, ARG OR OWNER SHALL SUBMIT A WRITTEN NOTICE TO THE OTHER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED (THE "DEMAND"), DEMANDING BINDING ARBITRATION. THE DEMAND SHALL SPECIFICALLY DESCRIBE EACH ELEMENT THAT MAKES UP THE CLAIM, THE REMEDY AND/OR RELIEF SOUGHT AND THE CONTACT INFORMATION FOR THE INDIVIDUAL MAKING DEMAND AND HIS/HER COUNSEL, IF REPRESENTED.

1.3 ARBITRATOR: THE DISPUTE SHALL BE DECIDED BY A SINGLE ARBITRATOR. THE ARBITRATOR SHALL BE AN ATTORNEY SPECIALIZING IN THE AREA OF CONSTRUCTION.

1.4 ALLOCATION OF FEE OF THE ARBITRATOR: THE COST OF THE ARBITRATION, INCLUDING WITHOUT LIMITATION THE ARBITRATOR COMPENSATION AND EXPENSES, SHALL BE PAID BY THE