



**ADDITIONAL PROVISIONS-** Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:

**1. Plans, Specifications, Permits and Fees.** The work described in this proposal/contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees, etc., of any kind required by any government body, telephone, utility company or the like shall be paid by Owner.

**2. Property Lines.** Owner is responsible to locate and inform Contractor of the location of all property lines. At Contractor's discretion, Owner may be required to provide at Owner's expense, a licensed surveyor's map of the property showing property lines.

**3. Change Orders.** Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this proposal/contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original proposal/contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this proposal/contract and shall be incorporated herein.

**4. Delay.** Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by, or beyond, Contractor's reasonable control.

**5. Cleanup & Advertising.** Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Owner hereby grants to Contractor the right to display signs at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list and to take and use "before" and "after" photos which may be given to prospective customers.

**6. Unanticipated Conditions & Concealed Damage.** Expense incurred because of unusual or unanticipated conditions shall be paid for by owner as extra work (conditions such as, but not limited to, ground conditions that require fill, or unusually hard soil, rocky soil, or the presence of ground water). Contractor will inform Owner of any dry rot or other deterioration or unanticipated condition which is concealed and is discovered during the course of the work. Contractor is not responsible to repair any such discovered deterioration or condition and any work done by Contractor to remedy such will only be done as extra work in a written change order.

**7. Hazardous Substances.** Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government). Should a hazardous substances be suspected to be present, it is the Owners' responsibility to arrange and pay for inspection & abatement.

**8. Collection & Legal Fees.** Owner agrees to pay all collection fees and charges that result should Owner default in payment of this proposal/contract. Overdue accounts are subject to interest charged at the rate of 18% per annum or at the highest rate allowed by law. In the event litigation or arbitration arises out of this proposal/contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees. The court or arbitrator shall not be bound to award fees based on any set, fee schedule but shall if it so chooses, award the true amount of all costs, expenses and attorney fees paid or incurred.

**9. Arbitration of Disputes.** Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the law. The arbitrator shall award reasonable attorneys fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do (does) appear and participate. Notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights.

**NOTICE:** By signing in the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as provided by law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By signing in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically, included in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the applicable laws. Your agreement to this arbitration provision is voluntary.

I/We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration. I/We have been advised that this clause requires binding arbitration and the waiver of a jury trial and that I/We have a right to accept or reject binding arbitration.

I/We \_\_\_\_\_ (write "accept" or "reject")  
waiver of a jury trial.

I/We \_\_\_\_\_ (write "accept" or "reject")  
binding arbitration.

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Date)

**"THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR."**