

TERMS AND CONDITIONS

1. The Owner warrants: that it is the owner of the property; that it is authorized to enter into this agreement; and that Contractor is permitted to enter upon the property and to perform the Work and supply the materials.
2. Contractor warrants that the work will be performed in a workmanlike manner per the customs of the building/roofing industry. Contractor makes no other warranty, expressed or implied.
3. Contractor reserves the right to use materials of equal or similar quality to those specified. Any changes from the plans or specifications which may be required by any public official, shall constitute an additional cost to Owner and shall be paid for the same as any other additional change requested by Owner. If Contractor discovers a hidden or unknown defect or condition that increases the cost of completing the project, the price shall be equitably adjusted to reimburse Contractor for the extra costs. Any other change from the above specifications will be performed only upon written change orders.
4. If Owner delays the Contractor's performance, the price shall be equitably increased by an amount sufficient to reimburse Contractor for any additional cost and expenses incurred. Owner agrees that responsibility for the control of the working forces, including subcontractors and suppliers, rests exclusively with Contractor, and Owner agrees not to interfere with Contractor's control of the working forces.
5. If Contractor is delayed or prevented from performing any act required hereunder by reason of labor troubles, inability to procure materials, restrictive laws or regulations, domestic unrest, Owner's act or omission, or any other reason beyond Contractor's control, then performance of such act shall be extended for a period equivalent to the period of such delay, or at the election of Contractor, if the delay is for a period longer than 20 days, Contractor may cancel this Agreement and receive from Owner the reasonable costs of labor and materials rendered before cancellation.
6. Owner agrees to pay Contractor on a monthly basis for work performed and materials delivered. Owner shall pay the final balance upon issuance by Contractor to Owner of a Certificate of Completion. If Owner fails to pay Contractor within ten days after the issuance of the Certificate, Owner agrees to reimburse Contractor for the additional administrative expense incurred by paying Contractor an additional sum equal to 1½ percent of the amount outstanding for each month, or portion thereof, that such amount outstanding remains due.
7. Contractor agrees to carry such workers compensation and public liability insurance as it customarily maintains. Owner releases Contractor and waives any and all claims for incidental, consequential, exemplary, and punitive damages arising from any cause whatsoever.
8. This Agreement shall be governed by the laws of the State in which Contractor has its principal place of business (without regard to principles of conflict of laws), for all purposes. Any action brought by any party with respect to the Work, or to enforce the terms of this Agreement, shall be brought exclusively in the courts of the State situated in the same county as Contractor's principal place of business. Each party irrevocably consents to this forum selection and submits to the subject matter and personal jurisdiction of said courts. At Contractor's option, any dispute or litigation arising in connection with this Agreement, may be submitted to final and binding arbitration within ten miles of Contractor's principal place of business, per the Construction Industry Arbitration Rules of the American Arbitration Association. Contractor shall be entitled to recover from the Owner Contractor's costs and attorney's fees associated with any litigation, any arbitration, or any effort to collect payments due under the Agreement.
9. This Agreement constitutes the entire agreement between Owner and Contractor. This Agreement may be changed only by a writing signed by both parties.