

CONDITIONS

The following conditions are hereby made a part of the proposal on the reverse side of this sheet and are to be considered a part of the contract entered into between the responsible parties by the signing of the acceptance on the reverse side (and the performance of each of which shall be a condition precedent of any right of claim or recovery hereunder). This contract constitutes the entire agreement between the parties and no oral modification thereof shall be made.

SCAFFOLDING: Permission to work on or over adjoining property to perform this contract shall be secured by owner at no cost to the Contractor.

PAYMENT: Payment of all or any part of the amount of this contract which may be due or become due Contractor shall in no way be contingent upon the acceptance of work done by others and over which we have no control, and no responsibility is hereby assumed for such work done by other than ALL-WAYS BUILDING, INC.

TIME AND MATERIAL JOB CALCULATIONS: Time equals labor rate per man calculated with travel time and/or material pick up time plus any job management time in one quarter hour increments. Material equals all material and/or anything else purchased by ALL-WAYS BUILDING, INC. for your job to be marked up 15% from ALL-WAYS BUILDING, INC. cost - copies of material and labor log to be furnished with final bill. Sales tax to be added to total ALL-WAYS BUILDING, INC. cost.

ARBITRATION: Disputes of whatever nature arising from this contract shall be referred to a Board of Arbitrators consisting of three disinterested members, one selected by the Contractor, one by the Owner and the third an architect, engineer or contractor of standing selected by the first two or, in the event such selection is not made within ten (10) days, the third arbitrator shall be designated by the American Arbitration Association. The concurrent decision of any two members of the Board shall be final and enforceable under the laws of the State of Washington. The expense of the arbitration shall be assessed by the Board of Arbitrators as they may deem just. Nothing contained in this paragraph shall preclude the Contractor from filing and foreclosing a mechanics lien to which he may otherwise be entitled.

DISCLOSURE STATEMENT: On jobs over \$1,000.00. This contractor, ALL-WAYS BUILDING, INC. is registered with the State of Washington, Registration No. ALLWABI 130NK, as a general/specialty contractor and has posted with the State a bond or cash deposit of \$6,000.00 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. The expiration date of this contractor's registration is _____. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries or Contractor Registration Section at (206) 586-8046.

ATTORNEY FEES: If it becomes necessary to employ the services of an attorney in the collection of any money due hereunder or to enforce any provisions of this Agreement, the owner agrees to pay all court costs and reasonable attorney's fees, if the Contractor recovers judgment in such litigation.

ADDITIONS AND DEDUCTIONS: Any alteration or deviation from the job specifications involving extra cost of materials or labor will become an extra charge over the sum mentioned in this contract and will be calculated by bid or done on a time and material basis. No additions or deductions proposed by the Owner after acceptance of this contract shall be binding upon the Contractor without approval in writing by him or by his authorized representative.

GENERAL CONSTRUCTION GUARANTEE: ALL-WAYS BUILDING, INC. guarantees that all work performed under this section will be free from defects in material and workmanship. Upon notice of defect, in writing to the Contractor within one year after completion of the work, the Contractor shall, at his own expense, make necessary repairs or replacements of the defective work in question.

LIABILITY AND LIMITATIONS: Liability of ALL-WAYS BUILDING, INC., is as follows:

First, is limited to the original purchaser. Second, under all circumstances AWB, Inc. shall not be responsible for any incidental or consequential damages or expenses resulting from acts or conditions not within the control of AWB, Inc. Third, our liability under the above guarantees shall not exceed the original purchase price of the defective product or material in question and the obligation of AWB, Inc. is expressly limited to repairing or replacing the defective product or material in question. No liability is assumed for damages caused by misuse, alterations by others or acts of God. Proof of original purchase shall be required.

STRUCTURAL REPAIR AND/OR DRY ROT: Any repair of structural weakness and/or dry rot and any additional work shall be on a Time and Material basis.

PERMITS AND PLANS. Any permit, plan or restriction that may be required by Federal, State, City, Town or County officials of the job site in question will be the property owners responsibility unless otherwise agreed to with AWB, Inc. Any additional work that may be required by the permit process will only be executed by AWB, Inc. as an extra additional cost above the original contract amount.

PERFORMANCE BOND: A performance bond will be supplied by the Contractor if requested and paid for by the Owner.

OVERTIME: Overtime work is not contemplated and may not be required as part of this contract without extra compensation to the Contractor.

CONTINGENCIES: All agreements herein contained are contingent upon strikes, boycotts, accidents, inclement weather, earthquakes or other Acts of God which the contractor could not have reasonably foreseen or provided for or against.

CONSULTATION: Any consultation required by Owner because of failure, repair or replacements of the work of others shall be charged to Owner based on _____ hourly charges (including driving time).

CONDITIONS: All conditions set forth on back of proposal attached hereto are incorporated by reference. Should there be any conflicts between the conditions of proposal and contract form, the conditions of the proposal shall control.

CONTRACT PAYMENTS: The Contractor shall not be required to proceed with the work if the payments have not been made as specified in the contract.