

## 1. Performance

(a) Contractor may, at its discretion, engage subcontractors to perform work pursuant this Contract provided Contractor shall remain fully responsible for the proper completion of the Project. Any corresponding subcontract shall require the Subcontractor to be bound by the terms of this contract to the extent of his work, and it shall allow the Subcontractor the benefit of the same rights and remedies afforded the Contractor by this Contract.

(b) All work shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

**2. Time Frame** - Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, illness, injury, or general unavailability of materials and other delays beyond Contractor's control.

**3. Permits** - Contractor shall comply with all laws, ordinances, and regulations affecting construction of the project. Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the law.

**4. Insurance** - Owner shall purchase and maintain both liability insurance for his own liability, and property insurance for the entire project; this property insurance shall include "all risk" coverage for theft and vandalism as well as the standard casualty coverage for fire and flood.

**5. Survey and Title** - If the Project is near the Owner's property boundary, Owner will point out property lines to the Contractor. If the Owner or Contractor has any doubt about the location of the property lines, Owner shall provide Contractor with boundary stakes through a licensed surveyor. In addition, Owner shall provide Contractor documentation that Owner has title to the Work Site and shall provide Contractor copies

of any covenants, conditions, or restrictions that affect the Work Site.

**6. Changes to Scope of Work** - Owner may make changes to the scope of the work, including changes to the drawings and specifications, from time to time during the construction of the Project. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of the Project as a result of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, the Contractor shall

estimate the cost thereof and Owner shall pay the actual cost whether or not it is in excess of the estimated cost.

**7. Late Payment and Default** - A failure to make payment for a period in excess of ten (10) days from the due date shall be deemed a material breach of this Contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made without breach of the Contract pending payment or resolution of any dispute. Owner agrees to pay a late charge of 1% of all payments that are more than ten (10) days late plus interest at the rate of 1% per month.

**8. Destruction and Damage** - If the Project is destroyed or damaged for any reason, except where such destruction or damage was caused by the sole negligence of the Contractor or its subcontractors, Owner shall pay Contractor for any additional work done by Contractor in rebuilding or restoring the Project to its condition prior to such destruction or damage. If the estimated cost of replacing work already accomplished by Contractor exceeds 20 percent of the Contract price, either the Contractor or Owner may terminate this Contract. Upon termination by either party, Contractor shall be excused from further performance under this Contract and Owner shall pay Contractor a percentage of the Contract price in proportion to the amount of work accomplished prior to the destruction or damage.

**9. Assignment** - Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

## 10. Interpretation

a) Legal Construction. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid,

illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(b) Entire Agreement. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work

to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties.

(c) Governing Law. This Contract shall be interpreted and governed in accordance with the laws of the State of Texas.

(d) Prior Agreements Superseded. This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

**11. Attorney's Fees and Costs** - If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

**12. Arbitration** - Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration.

**13. Mediation Prior to Arbitration** - If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration.

**14. Receipt of Disclosure Statement** - The disclosure statement required by Section 53.255(b) of Texas Property Code is available for review on the website [www.candgcontracting.com](http://www.candgcontracting.com).

**15. Warranty** - Contractor's warranty shall be limited to defects in workmanship within the scope of work performed by Contractor and which arise and become known within **5 years** from the date hereof. Contractor agrees to repair any roofing leaks under normally anticipated weather conditions. Damage done to the roof system through no fault of the Contractor are not warranted by Contractor. All said defects arising after **5 years** and defects in material are not warranted by Contractor. Contractor hereby assigns to Owner all warranties on materials as provided by the manufacturer of such materials.