

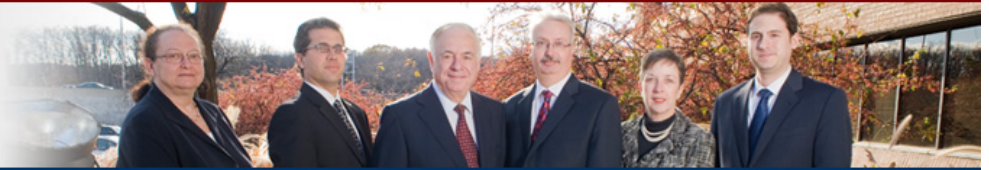
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Our knowledgeable staff is ready to assist you with your legal needs.

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Contract Provisions

INTRODUCTION

- Parties
- Names
- Addresses
- Nature of parties
- Basis for Contract
- Corporation Act
- Declaration
- Statute or Act

SCOPE OF SERVICES

- Statements regarding scope of services
- Broad scope
- Reference to standard specifications
- Reference to specification
- Reference to blueprints
- Detailed Specifications
- Blueprints

PAYMENT SCHEDULE AND BILLING

- Detailed statement of payments
- Number of payments
- Time for payments
- Single or multiple payments
- Billing Requirements
- Detailing of bill
- Who is to be billed
- Timing for billing
- Timing for payment

COMPLETION SCHEDULE, TIMING & CREWS

- Dates for completion
- Single date for entire project
- Separate dates for separate events
- Times for Services
- Beginning time each day
- Ending time each day
- Working days
- Non-working days
- Crews
- Number of people
- Number of crews
- Amounts of equipment
- Type of equipment

PAYMENT CONDITIONS

- Invoices
- When submitted
- Time before payment
- Supporting document
- Mechanics' liens
- Architects' approval
- Manager approval
- Board approval
- Acceptance of work
- Board acceptance required
- Manager's acceptance required
- Architects' acceptance

LIENS

- No lien contract (contractor)
- Specific wording precludes lien
- Must record
- Recover attorneys' fees for filing
- No lien contract subcontractor
- Specific wording precludes liens
- Must record
- Attorneys' fees recovered if filed

CONTRACT SUPERVISION

- Independent contractor
- Best skill and effort
- Procedures and coordination by contractor

- Fees, Permits and Taxes
- Contractor to secure all fees, permits and taxes
- Contractor to pay for all fees, permits and taxes

CONTRACTOR EXPENSES AND SERVICES

- Must pay for all labor, materials, equipment, tools, transportation and facilities
- Detail quality of the services
- Highest quality
- Detail unacceptable quality
- Subcontractors
- Allowed & Not allowed
- Safety precautions

DEFECTIVE WORK

- Inspection by Association
- Inspection by manager or expert
- Defective work uncovered
- Defective work repaired or replaced
- Payment for repair and replacement of defective work
- Determination of defective work
- Consequences of failure to repair
- Completion by independent contractor

INDEMNIFICATION

- Liability indemnification
- Property
- Personal injury
- Malfeasance of misfeasance
- Workmen's compensation

INSURANCE

- Liability
- Personal Injury
- Property damage
- Workmen's compensation
- Scaffolding Act
- Auto

REMOVAL OF WASTE, STORAGE OF EQUIPMENT

- Keep premises clean and free from accumulation
- Equipment to be stored by contractor
- Equipment to be stored in designated area

- Loss is responsibility of contractor
- Upon completion have broom clean and remove equipment

DISPUTES

- Association determination final
- Determination by independent party
- No delay or stoppage because of dispute
- Payment of fees and expenses associated with dispute

TERMINATION/DEFAULT

- If work not completed
- If schedule not met
- If scope of services not provided
- If bankruptcy filed by contractor
- If contractor does not have insurance
- If contractor fails to comply with any contract terms
- If contractor does not repair or remove or fails to comply with instructions
- Completion by third party
- Contractor responsible for all extra costs
- Contractor to return all property

GUARANTEES

- Guarantee all workmanship for _____ years
- Guarantee all material for _____ years
- Repair and replace all defective work and materials at contractor's expense

GENERAL PROVISIONS

- Royalties and patents
- Time of essence
- Prior agreements merged
- Notices to parties
- Publicity limited
- Limited responsibility of board and owners
- No gratuities
- Agreement changes in writing
- Contractor has access to property for contract purposes

SIGNATURE LINE

- Signed by contractor, corporate and personally
- Signed by Association board, not by manager