

Form RC2-C Copyright © 1996-2009 ACT Contractors Forms (800) 820-5656 www.calform.com

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ADDITIONAL PROVISIC

1. Contractors Right contract rests with departments. In the made hereunder sh of no effect. Co signature herein sl 2. Contract, Pla this contract shall except in the case over both the plan paid for by owner fees etc., of any l utility company or 3. Installation. Co 4. Change Orde inspector require a incurred by Contragrees to pay Cont well as any other n by both parties in a contract and shall t 5. Owner's Res following: (1) to se toilet facilities are premises for equipi Contractor from ha radio antennas, vel relocate such items Contractor responsi performance of the property(ies) that C to be responsible ar the use of adjacent which are recognize for correcting any ex or code violations Construction, all P attached, in a sum at of this contract. If calamity, or by theft or restoring the project 6. Delay. Contract delays resulting fron or owner's agent in payments for extra v war, governmental r beyond Contractor' 7. Surplus Mater contract has been c same. No credit is d is based upon a con property of Contrac 8. Cleanup & Ac surplus materials, y ceilings or no attic

cleanup. Contractc http://www.ACTContractorsForms.com wherever owner di right to display sigdate of signing of t past the date the jc Contractor the righ may be given to pro 9. Concealed da

other sub-roof dete the work. Contracto any work done by done as extra work 10. Termites, P Contractor is not q Hazardous Materials Should any such ha premises, it is the abatement. Contract hazardous substances

11. Right to Stop V

ge and pay for inspection and

.yment on Labor and Materials.

If any payment is not in a as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are

Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract: received. Contractor is further excused by Owner from paying any material, equipment

el. Owner understands that final approval of this nd Contractor's installation and estimation t is not approved by Contractor, any payment ner and this contract shall be null and void and nent of work as scheduled or Contractor's this contract by Contractor.

mits and Fees. The work described in ans and the plan specifications (if any) ons of this contract shall have control All required building permits will be ll other charges, taxes, assessments, y government body, telephone or er.

> ny part of, or all of, the work herein der, or any government body or d under this contract, any cost rice as extra work and Owner extra work. All extra work as Il be specified and approved hall become a part of this

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atorm Owner of any dry rot or is discovered during the course of ach discovered deterioration and vered deterioration will only be

ances. Owner understands that ector or abatement contractor for or for Pests (including Termites). suspected to be present on the your building as being free of

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and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of responsible to verify the type **2009 ACT** the payments. Owner is prior to making payments **6** and **6** Contractor. On the entitled the entitled that the ent CON X than that exact actually and truly owed by Contra these same "suppliers", for done or mate 12. Collect er's job. charges ng but not a collection limited to a and attor contract. (e account that result should G efault in nt of this rate of 1 bject to interest charge annum or at the h law. nt litigation or arbitration arises out of t 13. Leg es. In th ntract. ed to all legal, arbitration, and attorney fees prevailin y(ies) are court O all not be to award fees based on any set, fee schedul hall if or arbitra λ C it so cho ward the mount of all costs, expenses and attorney aid or S incurred. tract may 14. Notic ed or permitted under th ven by ny notice ordinary m e addres parties contained on he of this ct. This Ourty to the is correct, so writte given by arty to the be deemed be deemed by styles and states and states are by the style be deemed by styles are styles. The style be deemed by the style be dee 10 address may nged fro time by writte given by other. After a received by the

15. 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 initialing 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 initialing 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.

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.

Agree to Arbitration: (Initials of Owner) I Agree to Arbitration

⁽Initials of Contractor)