

CONSTRUCTION CONTRACT AGREEMENT

PARTIES

- - This Construction Contract Agreement (hereinafter referred to as the “**Agreement**”) is entered into on, when the client states in writing “**yes**”, they agree to the terms. (the “**Effective Date**”), by and between **Anvil Mountain Construction LLC**, with an address of P.O. Box 1735 Nome AK, 99762 (hereinafter referred to as the “**Contractor**”) and Client, (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

CONSTRUCTION PROPERTY

- - Address where work is being performed:

Described in the **Work Request Form**, E-mail or verbally.

SCOPE OF WORK

- - The Contractor agrees to perform the following work:
 1. The described work submitted in the **Work Request Form**/and or in subsequent e-mails, verbally.

CHANGE ORDERS

- - Any alteration or deviation from the services mentioned above, such as unforeseen circumstances (Examples: hidden rot/pipes in a wall, design changes, and etc...), that would require revision of/to the **Scope Of Work** and **Fees**, shall be executed in writing with consent from both Parties.

TERMS

- - This Agreement shall be effective on the date of the signing (hereinafter referred to as the “**Effective Date**”). This Agreement will end when the construction services and payments are completed.
- - The term of this Agreement may be extended upon the provision of written consent from both Parties.

PAYMENT AND FEES

- - **(For Estimated Work)** The Parties agree that the total cost of the services will be submitted as a written **Estimate**, where **50%** down will be paid when the client agrees by stating "yes" to this agreement and **50%** will be paid at the completion of the work.
- - **(For Hourly Work)** The Parties agree that the total cost of the services will be \$95 an hr for Standard Labor, \$125 for Professional Services, \$40 for each additional employee.
- - **(For Hourly Work)** The Parties agree that the Contractor will provide an invoice to the Client every 2 weeks, for the Services he/she completes and that the invoice will be paid in **7 business days**.
- - The Parties agree that the means of payment will be via a mailed Check or a direct despot to CU1 to Ken Bungay & Anvil Mountain Construction LLC.
- - If the invoice has not been paid in full, after 8 **business days**, it will be considered **delinquent**. The consequences of delinquency may lead to fines (\$50 a day) and or a **Lien** on the clients property.

PERMITS AND LICENSES

- - The Parties agree that it is the duty of the **Contractor** to obtain all **Licenses** needed to commence in the construction of the site and provide his/her services.
- - The Parties agree that it is the duty of the **Client/Property Owner** to obtain and pay for all **Permits** needed to commence in the construction of the site.
- - The Parties further agree that the **Client** will be responsible to pay the fees for the governmental or other inspections, if need be.

USAGE OF MATERIALS AND SUBCONTRACTORS

- - The Parties agree that it is the Contractor's responsibility to provide as well as pay for any subcontractors and/or tools needed to complete the construction as per the Agreement.
- - The Parties agree that the Client/Contractor will provide the materials as submitted in the **Work Request Form**.

RESPONSIBILITIES OF THE CONTRACTOR

The Contractor agrees to the following:

1. To supervise, manage and complete all the construction services as per this Agreement.
2. To keep record of the documents in a safe place accessible only to the Contractor and the Client.
3. To take all necessary precautions for all safety in general.
4. To provide a guarantee to the Client that the work commenced will be in accordance with the documents of this Agreement.
5. To maintain the property, keep it clean, and to safely dispose of materials and waste.
6. The contractor is **Not Responsible** for damages caused by acts of god/nature or faulty manufacturing of materials/equipment. Example: water damage, insects, flooding, lumber that cracks/rots, recalls, or other damage that falls outside of what is considered "Normal" wear and tear.
7. When connecting new work to old work, the contractor is **Not Responsible** for any new repairs that arise in the existing work. Example: when repairing a leaking drain and a new leak starts (in the old work) as a result of that repair, this would require a **change order**.

INSURANCE

- - The Parties agree that it is the **Contractor's** responsibility to purchase an **insurance** policy for the **construction**.
- - The Parties further agree that it is the **Client's** responsibility to maintain an **insurance** that covers replacement costs in the event of **fire, theft, act of nature** and/or casualty(s).

TERMINATION

- - This Agreement may be terminated in case the following occurs:
- 1. Immediately in case one of the Parties breaches this Agreement or one of the conditions set forth in this Agreement and does not amend them within a period of 30 days.
- 2. This Agreement will automatically be terminated when both Parties complete their obligations.

INDEMNIFICATION

- - The Contractor agrees to be hold harmless as well as indemnify its personnel, employees and others against all liabilities, expenses, claims or other.
- - The Contractor further agrees to be held responsible for providing a defense against the aforementioned liability, claims and/or demands, if any.

GOVERNING LAW

- - This Agreement shall be governed by and construed in accordance with the laws of Alaska.

AMENDMENTS

- - The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.

ASSIGNMENT

- - The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties in writing.

ALTERNATIVE DISPUTE RESOLUTION

- - Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to mediation in accordance with, and subject to the laws of Alaska.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof

control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout when the client states in writing “**yes**”, they agree to the terms of this CONSTRUCTION CONTRACT AGREEMENT.