

AGREEMENT FOR CUSTOM MILLWORK

This Agreement made this ____ day of _____, 2000, by and between Custom Architectural Woodwork, Inc. (hereinafter referred to as "CAW") and (name,adr.) (hereinafter referred to as "Client").

CAW herein contracts with Client to provide custom millwork manufacture and installation for (prj. Name) (hereinafter referred to as "Project").

Contract Documents:

The contract documents consist of this Agreement and the attached proposal dated _____.

Scope of Work:

CAW's scope of work includes the manufacture and installation of custom millwork as per plans and specifications provided. CAW will perform its work in accordance with approved Shop Drawings prepared by CAW that conform with the plans and specifications it has been provided.

Shop Drawings submitted shall be reviewed and approved in a timely manner. Failure to approve and return Shop Drawings will result in a delay of the manufacture and a subsequent change to this Agreement.

Completion of Work:

CAW's work is to be complete and installed no later than _____.

Contract Sum and Payments:

Client shall pay to CAW _____ for the complete manufacture and installation of millwork for the project, subject to additions and deductions resulting from Change Orders.

Client shall provide payment to CAW in three phases:

1. Client shall provide a deposit of 30% upon acceptance of proposal and execution of Agreement;
2. Client shall provide progress payments. CAW will provide to Client a payment request outlining the percentage of the Work that is complete. Progress payments requests will be prepared and forwarded on the 15th day of each month the Project is under manufacture, payment is due CAW 15 days thereafter;

3. Client shall provide final payment to CAW not more than 15 days after completion of the work. CAW will provide a final payment request at the completion of installation.

If for any reason not the fault of CAW, CAW does not receive its progress payment within the time outlined above, then CAW reserves the right, upon written notification to Client that within seven (7) days from the date of the notification to the Client it may stop work until payment in full is received.

If for any reason, not the fault of CAW, CAW does not receive its final payment within the time outlined above, CAW will after fifteen (15) days written notice to the Client proceed to mitigate its damages which include expenses and to pursue its final payment and interest at the legal prevailing rate thereon.

Changes to the Work:

CAW will not begin work on any proposed change to the Scope of Work outlined in this Agreement unless a Change Order reflecting the change and cost is executed. Upon request of change to CAW, CAW will promptly furnish a Change Order outlining the proposed change and cost. Upon receipt of a signed Change Order from Client, CAW will immediately begin work.

Delay:

If the progress of CAW's Work is substantially delayed without the fault or responsibility of CAW, then the time for CAW's Work shall be extended by Change Order. Said Change Order will include agreed upon costs if delay causes additional costs including but not limited to labor, overtime, travel time, travel expenses.

Disputes:

It is the desire of CAW to resolve all disputes without the additional cost of outside parties, however, if it is not possible to resolve a dispute with the Client it is herein agreed that said dispute shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association.

Retainage:

No retainage will be held on this Project.

Shop Drawings:

CAW will be responsible for the coordination of obtaining field measurements. Shop Drawings will be prepared using said field measurements and will reflect any relevant field conditions. Field changes occurring after drawings have been approved must be given immediately to CAW. Failure to forward field changes may result in the inaccurate manufacture of the Work. Unreported field changes occurring after approval

of Shop Drawings will result in a Change Order for additional costs and labor should either or both be necessary.

Protection of the Work:

CAW will begin installation of the Work only when the Project site is sufficiently ready to receive the Work. Installation prior to the site being sufficiently ready could result in damage to the Work. Damage that occurs due to premature installation will not be the responsibility of CAW. It will not be CAW's responsibility to protect the work should it be prematurely installed. CAW can provide repair work under the scope of Change Order in this instance.

Warranty:

CAW warrants its work against deficiencies and defects in materials and workmanship for a period of one (1) year from the date of completion. CAW does not warrant its work against damage that is not specifically related to deficiency or defect.

Indemnification:

Client, to the fullest extent permitted by law, shall defend, indemnify and hold harmless CAW (including the affiliates, parents and subsidiaries, their agents and employees) and its subcontractors and all of their agents and employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of any other contractor or subcontract and all of their agents and employees who may be liable.

IN WITNESS HEREOF, the parties hereto have agreed to the provisions of the Agreement as set forth above.

(Client)

Custom Architectural Woodwork, Inc.

Signature

Signature

Title

Title

Print Name

Print Name

Date

Date