



1. The cost of building permit fees, utility tap-in fees and preparation of necessary drawings to obtain such permits shall be paid by Owner and is not included in the price of this proposal. Owner is responsible for insuring that work is within property lines and clear of setbacks and other restrictions. R.A. PETERSON CO., INC. is not responsible for damage or disruptions to any underground utilities, structures, septic systems or the like, and owner shall indemnify and hold harmless R.A. PETERSON CO., INC. and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from said damages, disruptions, encroachments, violations of restrictions or other similar matters, unless a site plan showing exact location of such items is provided prior to commencement of any work. R.A. PETERSON CO., INC. is not responsible for damage to grass, trees, shrubbery, walkways and driveways. Furthermore, R.A. PETERSON CO., INC. is not responsible for its addition of materials to the job site of the premises or any pre-existing soil conditions on the job site or the premises or any related (Federal, State or Local) environmental law violations and Owner shall indemnify and hold harmless R.A. PETERSON CO., INC. and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from said claims, damages, losses, expenses or violations to Owner or others.
2. The price quoted assumes a clear and level site with normal soil conditions. If in the prosecution of the work, R.A. PETERSON CO., INC. encounters unusual soil or water conditions, buried utility lines, obstructions, inaccurate surveys or descriptions, or any other difficulties that affect the price quoted or time for completion, R.A. PETERSON CO., INC. will notify the Owner of such difficulties and a change order, which includes the price agreed upon by both parties, as described in paragraph 17 shall be executed in writing by Owner.
3. R.A. PETERSON CO., INC. shall supervise and direct the work, using their best skill and attention R.A. PETERSON CO., INC. shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.
4. R.A. PETERSON CO., INC. shall comply with tax, social security, unemployment compensation and workmen's compensation laws and acts (federal, state and local) insofar as applicable to the performance of this Contract.
5. No terms, conditions or representations altering, detracting from, or adding to the terms hereof, shall be valid unless evidenced in writing and signed by the parties hereto.
6. This proposal and change orders (if any) shall not be binding upon the parties hereto until signature of acceptance by Corporate Officer of R.A. PETERSON CO., INC. is placed thereon.
7. Terms of payment: At the end of each phase, 90% of completed work is immediately due and payable. Upon completion of project, Balance Due Net 15 days. 1.5% Service Charge per month shall be added to past due accounts. Each phase is described in body of the attached Contract.
8. The term Project Site (hereinafter "project site") shall mean all areas and locations and work product where the materials and services will be provided and have been provided under this contract including but not limited to tennis courts, putting greens, seal coated surfaces, driveways, lots and tracks. No use of the project site shall be made either wholly or partially until the project site has been completed and accepted by Owner. In the event that the Owner uses or allows the use of the project site prior to completion without the express written consent of R.A. PETERSON CO., INC. this use shall constitute full and final acceptance by the Owner of all work to be performed by R.A. PETERSON CO., INC. at the full contract price and all amounts under the Contract shall become immediately due and payable by Owner without notice from R.A. PETERSON CO., INC.
9. R.A. PETERSON CO., INC. is fully covered by Workmen's Compensation, Public Liability and Property Damage Insurance.
10. All material and labor is guaranteed against defective workmanship and materials for a period of twelve (12) months after the earliest date of completion, occupancy or use.
11. Title to the material covered by the purchase shall remain in R.A. PETERSON CO., INC. until full payment has been made therefore by the Owner.
12. The Owner, without invalidating this proposal, may order changes in the work consisting of additions, deletions or modifications, the price quoted and the time for completion being adjusted accordingly. All such Change Orders shall be authorized in writing and signed by the Owner and R.A. PETERSON CO., INC. The cost or credit to the Owner from a Change Order shall be determined by mutual written agreement before the work is performed.
13. Owner shall pay all reasonable attorney's fees and costs incurred by R.A. PETERSON CO., INC. in collecting sums due under this contract, in enforcing any of the terms of this contract, or in being made a party to any litigation arising out of this Contract or the work performed or to be performed under this Contract.
14. This quotation supersedes all previous quotations and (together with these General Conditions of Sale) constitutes the entire contract between the parties.