

BSB CONSTRUCTION | CLIENT AGREEMENT

This Construction Agreement is made effective as of _____ (the "*Effective Date*"), by and between _____ ("*Client*") and BSB Construction of 2064 Union Rd, Hollister, California 95023-9608.

1. DESCRIPTION OF SERVICES. Beginning on the Effective Date, BSB Construction will provide to Client the following services (collectively, the "Services"):

The services will be performed at the property of Client (Worksite).

2. SCOPE OF WORK.

a. All labor and materials, to do the above described services shall be provided by:

BSB Construction

Client

b. The Services will be performed Monday through Saturday, statutory holidays excluded, unless the parties mutually agree otherwise, provided that the Services will be performed only if weather conditions are favorable, in order to ensure an acceptable finished product.

3. PAYMENT.

a. Payment shall be made to BSB Construction, Hollister, California 95023-9608. Payment may be made by cash, check or any other method allowed by BSB Construction.

b. Client agrees to pay BSB Construction as follows:

c. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 10 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Client shall pay all costs of collection, including without limitation, reasonable attorney fees.

d. In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, BSB Construction has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

4. TERM. This Contract will be expected to run from the Effective Date through _____. Completion is subject to weather restrictions, supply and labor interruptions and delay. The completion date is an estimate based upon the best judgment of BSB Construction.

5. **CHANGE ORDERS:** Client may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Client agrees to pay any increase in the cost of the work as a result of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, BSB Construction shall estimate the cost thereof and Client shall pay the actual cost whether or not it is in excess of the estimated cost.

6. **PERMITS:** All permits and regulatory approvals as may be required by the government, the cost thereof shall be included as part of the Payment to BSB Construction under this Contract shall be obtained by:

BSB Construction

Client

7. **INSURANCE:** BSB Construction shall maintain general liability, workers compensation and builder's risk insurance in accordance with the minimum requirements of the state throughout the duration of the Services. BSB Construction shall provide Client with proof of insurance upon the request.

8. **ACCESS.** Client will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours.

9. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by BSB Construction in connection with the Services will be the exclusive property of BSB Construction.

10. **NON-SOLICITATION.** During the term of this agreement, and for a period of year (1) year afterwards, Client on its own behalf or in the service or on behalf of others, shall not induce or attempt to induce any officer, director, contractor or employee to leave the Company, or solicit the same or similar services provided by BSB Construction. Violation of this clause shall lead to substantial monetary damage to BSB Construction.

11. **WARRANTY.** BSB Construction shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in BSB Construction's community and region, and will provide a standard of care equal to, or superior to, care used by Contractor's similar to BSB Construction on similar projects.

BSB Construction's warranty shall be limited to defects in workmanship within the scope of work performed by BSB Construction and which arise and become known within One (1) year from the date hereof. All said defects arising after One year(s) and defects in material are not warranted by BSB Construction. BSB Construction hereby assigns to Client all warranties on materials as provided by the manufacturer of such materials.

12. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure to make a required payment when due.

- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

13. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

14. DISPUTE RESOLUTION. Any controversies or disputes arising out of or relating to this Contract shall be resolved first by mediation in Hollister, CA and if unsuccessful, then by binding arbitration under the commercial arbitration rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. BSB Construction shall maintain all rights to place construction liens upon the property as per California Law.

15. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

16. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

17. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

18. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of California.

19. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

20. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

21. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

DATE: _____

CLIENT:

By: _____
CLIENT

BSB CONSTRUCTION

By: _____
Balraj Brar