

Kevco Construction LLC

1 Twilight Trail
Gray ME
207.370.1508

Construction Supervisor's License #CS088723
Home Improvement Contractor's License #144359

Expires: 8/30/2015

Contracting Agreement

This agreement is made on July 1, 2015 between Kevco Construction and the owner(s) of Pine Tree Apothecary Portland ME

Commencement and Completion of work:

Neither the order of materials nor work will begin prior to the signing of an Agreement and receipt of initial payment. Depending on availability of materials, work will begin at the owner's discretion.

Specifications for the project include:

Purchase and receive building permit from the Town of Portland
Create and provide design plan for permitting applications
Supply and Install new 2x4 wall assemblies for new wall areas as specified on plans
Attach new structures to concrete floor and concrete wall of existing area
Supply and Install Advantech ½" wall zip sheathing for new wall areas
Supply and Install 2x8 joist materials according to specification on plans
Supply and Install Advantech roof sheathing for new ceiling areas
Supply and Install 2 pocket door assemblies with solid core doors for access to new spaces
Supply and Install railing to code for areas above new space

Payment schedule to be as follows:

upon signing of contract	4,500.00
upon completion of rough framed structure	4,500.00
Upon completion of attic flooring installation	4,500.00
upon completion of items listed above	remaining balance
Total cost of items listed above:	\$16,730.00

Kevco Construction shall perform all work necessary for the proper completion of the Project in a good and workmanlike manner using new, first-class materials, and shall furnish all necessary plans, specifications, labor, equipment, materials and permits therefor. Kevco Construction shall commence and perform the work in a diligent manner without unreasonable delay.

Upon completion of the Project, Kevco Construction shall, if required by law, obtain approval thereof from all applicable governmental authorities. Kevco Construction obtaining such governmental approvals, if required by law, shall be a condition of final payment. As a further condition of Customer's obligation to make such payment, Kevco Construction shall certify in writing

that there are no known mechanic's or materialmen's liens outstanding on the date of this final invoice. Should any claim or lien relating to Kevco Construction's work on the Project arise subsequent to final payment, Kevco Construction shall save, hold harmless and indemnify the Customer against the same.

Kevco Construction warrants to the Customer that materials and equipment furnished under this Agreement will be of good quality and new, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of this Agreement and applicable law, and that title to all materials incorporated into the work shall pass to the Customer upon its payment therefor.

Kevco Construction shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the work. Without limiting the generality of any of the foregoing, Kevco Construction shall secure all permits and legally approvals required for completion of the Project. All damage or loss to any property caused in whole or in part by Kevco Construction or its subcontractor(s), or anyone directly or indirectly employed by Kevco Construction in connection with the Project shall be promptly remedied by Kevco Construction. Kevco Construction shall indemnify and hold harmless the Customer and its consultants, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work.

Kevco Construction shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Project, Kevco Construction shall remove from and about the Project waste materials, rubbish, Kevco Construction's tools, construction equipment, machinery and surplus materials.

Kevco Construction shall promptly correct work reasonably rejected by the Customer or failing to conform to the requirements of this Agreement, whether observed before or after completion of the Project and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of this Agreement within a period of one year from the date of completion of the work.

If the Customer fails to make payment thereon for a period of 30 days, Kevco Construction may, upon seven additional days' written notice to the Customer (provided payment is not made within such seven-day period), terminate this Agreement and recover from the Customer payment for all Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

If Kevco Construction defaults, fails or neglects to carry out the work in accordance with this Agreement or fails to perform a provision of this Agreement, the Customer, after seven days' written notice to Kevco Construction and without prejudice to any other remedy the Customer may have, may terminate this Agreement and make good such deficiencies and may deduct the cost thereof from any payment due to Contractor, and the Customer may terminate this Agreement by written notice to Contractor finish the Work by whatever method the Customer may deem expedient.

Any balance unpaid thirty (30) days after said sum becomes due and payable shall accrue interest at the rate of 18% per year with interest accruing on all sums due until such time as the entire balance of all sums due and owing by Customer are paid in full.

In the event Kevco Construction commences collection of any overdue balance, Customer shall pay all cost of collection, including reasonable attorney fees, which costs, interest and charges shall be added to the outstanding balance due and which shall accrue interest at the rate of 18% per year until said amount are paid in full.

Acceptance of contract:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Customer signature: _____

Date: 7/23/15

Kevin Flaherty - Kevco Construction _____

Date: 7/25/15