

BOWER CONSTRUCTION L.L.C.

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BOZEMAN/
TAYLOR

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CO14			
CO15			
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1. Builder agrees that the Builder's representative, Robert 'Bob' Bower shall personally oversee and provide general supervision in connection with the construction projects.
2. It is mutually understood that any employee or subcontractor hired by the Builder shall not be deemed an agent of the Owners. All work must be done through the Builder. Any dissatisfactions of their performance must be addressed to the Builder.
3. Owners agree not to schedule other work at the site unless approved in writing by the Builder. Owners agree to indemnify Builder for any injury or damage caused by workmen performing other work under Owner's direction.
4. Builder agrees that the Owners or Owner's representative may inspect the construction work at reasonable times and in such manner as not to interfere with the progress of the construction. Owners agree that they will not have access into the building after regular working hours or be given a set of keys until the project is totally completed and the Builder is paid in full.
5. Owners warrant to Builder that they have marketable fee simple absolute Deed to the above described real estate, free and clear of all liens, interests, judgments and encumbrances, except the lien of mortgage or deed of trust securing the loan for payment of the construction cost. Owners agree to indemnify and hold Builder harmless from all loss, damage or liability resulting from a breach of this warranty.
6. Title and risks of loss to materials, supplies, appliances, equipment, labor, subcontracting, operations, services and other items shall pass to the Owners immediately when incorporated into the construction, or when stored at the site except Builder's tools and equipment used in the construction of the building. However, Builder shall be required to take reasonable steps for the protection and storage of all items incorporated into the construction or stored at the site.
7. Owners shall provide to Builder a copy of the land survey for the above described real estate and shall provide for locating all property iron stakes, utilities, and easements, if needed. Owners shall also supply Builder all relevant data concerning soil conditions, drainage, grades and other restrictions, if needed.
8. Should Builder encounter abnormal soil conditions, rock or other reasonably unforeseen conditions below the surface of the ground that require a variance in the plans and specifications or performance of additional work in order to construct a safe and sound building, then the Owners and Builder agree to execute a Change Order