

Fourth. Should said Sub-Contractor fail to begin, continue and complete the work as hereinbefore provided and should the Contractor suffer or permit said Sub-Contractor to occupy more time than required under this agreement, in that event the said Sub-Contractor hereby covenants and agrees to indemnify and save harmless the said Contractor from any loss or damages which he may be compelled to make good to the owner of said building, under or by virtue of the contract with the owner, for or on account of delay in the completion thereof, insofar as said delay was caused by the said Sub-Contractor.

Fifth. The Sub-Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Architect, the Contractor or his authorized representatives. He shall, at once, remove all materials and take down and rebuild all portions of the work condemned by the Architect or Contractor, upon receiving notice in writing of such condemnation.

Sixth. The Sub-Contractor shall not employ any personnel whose employment on the project may be objected to by the Contractor. Further, in the interest of job continuity and efficiency, Sub-Contractor agrees to maintain a stable supervisory force on the job-site with an absolute minimum of transfers and interchange, to and from and between subject job and other jobs Sub-Contractor may from time to time have in progress.

The Sub-Contractor shall, be responsible for and pay for temporary facilities for his own workmen, this includes but is not limited to toilets, water, ice, long distance phone service, parking and other necessities.

Seventh. No extra work or changes under this contract will be recognized or paid for, unless agreed to in writing before the work is done or the changes made; in which writing shall be specified in detail the extra work or changes desired, the price to be paid or the amount to be deducted, should said changes decrease the amount to be paid hereunder. This change order must be signed by a Corporate Officer.

Eighth. The Sub-Contractor hereby covenants and agrees to indemnify and save harmless the Contractor from any and all manner of claims or suits for infringements of patents or violation of patent rights, including all costs and expenses to which the Contractor may be put in defending any actions that may arise under this clause of the contract.

Ninth. The Sub-Contractor agrees to indemnify and save harmless the Owner and General Contractor against loss or expense by reason of the liability imposed by law upon the Owner or General Contractor for damage because of bodily injuries, including death at any time resulting therefrom; accidentally sustained by any person or persons or on account of damage to property arising out of or on account of or in consequence of the performance of this contract, whether or not such injuries to persons or damage to the property are due or claimed to be due to any negligence of the Sub-Contractor, his employees, his agents or servants.

Tenth. The Sub-Contractor shall protect and indemnify said Contractor against any loss or damage suffered by any one arising through the negligence of the Sub-Contractor, or those employed by him or his agent or servants; he shall bear any expense which the Contractor may have by reason thereof, or on account of being charged therewith; and if there are any such injuries to persons or property unsettled for, when the work herein provided for is finished, final settlement between the Contractor and Sub-Contractor shall be deferred until such claims are adjusted or suitable special indemnity acceptable to the Contractor is provided by the Sub-Contractor.

Eleventh. The Sub-Contractor shall take out and pay for Employers' Liability or Workmen's Compensation Insurance as required by the State in which this work is performed, also Public Liability and Property Damage Insurance, in amounts to be agreed upon by the contracting parties. Upon signature of this contract the Sub-Contractor must submit certificate of insurance to include Owners' or Contractors' Protective Liability.

Twelfth. The Sub-Contractor shall pay all Sales Taxes, Use Taxes, Excise Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the Statutes of the United States Government and the State in which this work is performed.

Thirteenth. This contract shall not be assigned by the Sub-Contractor. Any attempt to assign the contract shall operate as an instant forfeiture and repudiation thereof by the Sub-Contractor and the rights of the parties shall be determined in the same manner as though the Sub-Contractor had at the time of such attempted assignment failed and refused to continue to perform the contract.

Fourteenth. It is expressly understood and agreed by and between the parties hereto that time is and shall not in all events be considered the essence of the contract on the part of the Sub-Contractor, and in the event that the said Sub-Contractor shall fail in the performance of the entire work to be performed under this contract as the same may from time to time be amended or supplemented in writing by the mutual agreement of the parties, by and at the time or times herein mentioned or referred to, or such other time or times as may be mutually agreed to in writing, the said Sub-Contractor shall pay unto the said Contractor, as and for liquidated damages, and not as a penalty, the sum of Five Hundred Dollars per day, which said sum, in view of the difficulty of estimating or computing such damages with exactness, is hereby expressed, fixed, computed, determined and agreed by the parties which will be suffered by the Contractor by reason of such default; and it is understood and agreed by the parties of this contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breach of this contract, which said sum the said Contractor shall have the right to deduct from any moneys otherwise due or to become due to the said Sub-Contractor, or to sue for and recover compensation or damages for the non-performance of this contract at the time or times herein stipulated or provided for. Failure to perform hereunder within the time or times referred to shall not be excused by strikes, work stoppages, fire or other casualties except as specifically excused by an extension of time in writing from the Contractor.