

ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

1. To be built per plans and specifications as drawn by Ralph J. Sherer & Associates, Inc. revised as of February 1, 1980, and written instructions by Owner's representative.
2. Contract amount to include a two (2) foot extension to the width of the building from front counter to rear of building.
3. Contract amount to include all items listed in proposal submitted by Contractor on July 24, 1980.
4. Site work under separate contract.
5. Contractor agrees to warrant all construction against defects in material and workmanship for a period of twelve (12) months after completion.
6. Contractor is liable for all of the following:
 - a. Public liability and property damage in the amounts of--
 - \$300,000 Bodily Injury each occurrence
 - \$300,000 Bodily Injury Aggregate
 - \$100,000 Property Damage each occurrence
 - \$100,000 Property Damage Aggregate
 Coverage shall also include: Premises-Operations, Contractor's Protective, Products-Completed Operations, Personal Injury, Broad Form Property Damage, XCU (Explosion, Collapse, Underground Damage), Exclusion Deleted when applicable to operations performed by contractor or his sub-contractor.
 - b. Comprehensive Automobile Liability--
 This insurance shall cover owned, hired and other non-owned automobiles as shall protect the contractor from claims for Bodily Injury or Property Damage which may arise from the use of motor vehicles engaged in various operations under this contract. The Automobile Insurance shall provide minimum limits of liability of \$500,000 Combined Single Limit Bodily Injury and Property Damage.
 - c. Umbrella Policy--
 This coverage must be secured by contractor to provide additional \$1,000,000 coverage for above listed coverages. If contractor so desires, he may increase his Public Liability and Automobile Liability limits by additional \$1,000,000 in lieu of Umbrella.
 - d. A Specimen Certificate of Insurance is attached to these documents. Evidence of coverage to be supplied by Owner.
 - e. Builder's Risk coverage to be provided by Volunteer Capital Corporation.

This Agreement entered into as of the day and year first written above.

OWNER N. Elizabeth Haywood Rogers CONTRACTOR Fred B. Fuller, Co., Inc.

N. Elizabeth Haywood Rogers *Fred B. Fuller 8/22/80* ✓
 ✓ *for Fred B. Fuller, Co. Inc.*

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