

MAIL TO:
GALBY & DAVENPORT
P. O. BOX 10267
GREENVILLE, S. C. 29603

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THIS OFFER AND AGREEMENT IS CONDITIONED AS FOLLOWS:

1. EXTRA WORK: All extra work or materials, not provided for herein shall be charged for at the plumbing contractor's overall cost plus 15 % of such cost which charge shall become due and payable at the completion of such extra work.

2. ORDINANCES: All work shall be done in accordance with the laws and ordinances of the community in which such work is done.

3. COMMENCEMENT AND CONTINUANCE OF WORK: Because of the instability of costs of labor and materials, the contract price of this agreement is based upon the understanding that the plumbing contractor may commence work within 15 days from date hereof unless this time limit is extended by mutual consent of all parties hereto in writing. It is also conditioned that the construction of the building will proceed in the usual manner without delay and as rapidly as similar buildings are usually constructed, and if there is any unusual delay in the construction of the building at any time during the progress of this agreement, then the plumbing contractor may, at his option, by notifying the acceptor in writing, claim reasonable additional compensation, which said additional compensation the other party or parties hereto agree to pay upon the completion of the herein projected work; or, the plumbing contractor may be relieved from all obligations to commence or continue said work any further, as the case may be, and be entitled to recover the reasonable value of the work done, if any, without completion of this contract, and the plumbing contractor shall be in no way liable for any damages whatsoever by reason of his refusal to start or continue such said work.

4. WORK STOPPAGES: If, after the work has been started, anything does occur that directly or indirectly prevents or otherwise delays the carrying on of the work as specified and over which the plumbing contractor has no control, the plumbing contractor shall immediately be entitled to and must be paid the full amount of the reasonable value of work that has been performed and material furnished.

5. PROMPT PAYMENT: The plumbing contractor enters into this contract upon the distinct condition precedent that the other party or parties hereto promises that any and/or all payments herein provided shall be promptly made at the respective times and in the manner herein set forth and if any and/or all payments herein provided are not made at the respective times and in the manner herein stipulated, the plumbing contractor may, at his option, refuse to proceed further with his work and shall in no way be liable for any damages whatsoever by reason of such refusal. In the event that the plumbing contractor abandons the work for the reason above stated, the price mentioned for the completed work shall be disregarded and payment in full for all work performed and all material furnished will be immediately due and payable; the value of such work done and materials furnished shall be the reasonable value as defined in paragraph 13.

6. ATTORNEY FEES: If suit be brought by the plumbing contractor to enforce the terms of this contract, acceptor agrees to pay a sum to said plumbing contractor which the court may adjudge reasonable as attorney fees.

7. PAYMENTS ON ACCOUNT: Any payment on account hereunder shall constitute an acceptance of the plumbing contractor's work for which such payment was made. Such acceptance shall be subject to approval of work by inspecting authorities.

8. GUARANTEES: The plumbing contractor guarantees that all work provided for herein shall be done in a good and workmanlike manner. No guarantee is made however of any materials or fixtures after the same have been accepted. The plumbing contractor shall not be responsible for the costs of re-installing fixtures or materials guaranteed by manufacturers.

9. WATER PRESSURES: All plumbing fixtures and materials installed are guaranteed to operate on water pressure of not less than twenty pounds (20 lbs.) and not exceeding eighty pounds (80 lbs.) per square inch. Where the water pressure exceeds 80 pounds per square inch the acceptor must protect himself by having a water pressure regulator installed at acceptor's own expense. In the event the water pressure exceeds 80 pounds per square inch and a water pressure regulator, not otherwise provided for herein, is installed at acceptor's order, such installation shall be an extra as provided in paragraph 1 above.

10. LOSS DURING CONSTRUCTION - JOB INSURANCE: The plumbing contractor shall not be held liable for any loss, damage or delay occasioned by fire, settling of building, strike or other causes beyond his control, and the acceptor and not the plumbing contractor shall during the progress of the work maintain full insurance on said work against loss or damage by fire and the policy shall cover all work incorporated in the building and all material for the same in or about the premises, and shall be made payable to the parties hereto as their interests may appear.

11. SEWER, WATER, GAS: Unless otherwise specified herein, the sewer, water and gas piping lines shall be stubbed out in accordance with the laws and ordinances as provided in paragraph 2 above. If no law or ordinance prevails in the community of the structure herein concerned then, in that event, such piping shall be stubbed out at a point most convenient to the respective extension lines of such piping and within five feet of foundation line of the concerned structure.

12. CEMENT SLAB CONSTRUCTION: The acceptor on all cement slab construction work shall provide proper information for the guidance of the plumbing contractor in establishing the partition lines and floor levels. When partitions and floor levels are established by these parties they shall not be changed without due notice to the plumbing contractor. If ground work is started or any plumbing has been installed before such notice is given, any change from the original shall be charged for as an extra.

13. REASONABLE VALUE: The term reasonable value as mentioned herein shall be defined as: the plumbing contractor's cost of labor, materials and business overhead plus 15 % net profit on such total cost.

IMPORTANT NOTICE: Blank spaces in paragraphs 1, 3 and 13 must be filled in.

Accepted at Greenville City, State of South Carolina

this 10 day of November 19 80

Ray Brier, Supt
Accepter
P.O. Box 7725 COLUMBUS, GA
Address

Charles Dippie
Plumbing Contractor
Charles Dippie
Address
P.O. Box 201, Greenville, S. C.
Address

William Harting N. Harting
MY COMMISSION EXPIRES JULY 30, 1990. Form BUSINESS FORMS - 8538 Warner Drive, Culver City, Calif. 90230 1-78

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