

X. The Contractor shall complete the several portions and the whole of the work, comprehended in this Agreement by and at the time hereinafter stated, to-wit:

XI. Should the contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owners of the Architect, or of any other contractors employed by the Owners upon the work, or by any damage caused by fire or other casualty for which the Contractor is not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented in writing to the Architects within forty-eight hours of the occurrence of such delay.

Article XII. The owners agree to provide all labor and materials essential to the conduct of this work not included in this contract in such manner as not to delay its progress, and in the event of failure so to do, thereby causing loss to the Contractors, agree that they will reimburse the Contractor for such loss; and the Contractor agrees that if he shall delay the progress of the work so as to cause loss for which the Owners shall become liable, then he shall reimburse the Owners for such loss. Should the Owners and Contractor fail to agree as to the amount of loss comprehended in this Article, the determination of the amount shall be referred to arbitration as provided in Article 16 of this contract.

Article XIII. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owners to the Contractor for said work and materials shall be TWENTY THOUSAND DOLLARS (\$20,000.00) subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the Owners to the Contractor, in current funds, and only upon certificate of the Architect, as follows:

On certificates of the architects issued on the first day of each month, on a basis of seventy-five ( 75) per cent the actual cash value of material and labor satisfactorily incorporated into the building.

B. It is further understood and agreed by and between the parties hereto that in the event of the options herein above granted shall be exercised by either of the parties, if the contractors fail to carry out and perform the provisions thereof binding upon them according to its terms, and the terms and provisions of the bid and proposal which constitutes Exhibit "B" hereto, then and in that event the twenty-five per cent ( 25%) so withheld as above provided shall be and become stipulated and liquidated damage suffered on the part of the owners by reason of such failure upon the part of the contractors, and become thereby forfeited by said contractors to said owners.

The final payment shall be made within 30 days after the completion of the work included in this contract, and all payments shall be due when certificates for the same are issued.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify them against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owners all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor default.

Article XIV. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

Article XV. The Owners shall during the progress of the work maintain insurance on the same against loss or damage by fire, lightning or tornado, the policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and to be made payable to the parties hereto as their interest may appear.

The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and the year first above written.

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C.E. ZIMMERMAN. (SEAL)

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C.E. SUPPES. (SEAL)

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R. MARTIN. (SEAL)

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(SEAL)