



CONTRACT FOR PRECONSTRUCTION SERVICES

CONTRACT between estimate recipient (hereinafter "OWNER") and Homesteady Solutions, Inc. ("CONTRACTOR") whose address is 1336 N Moorpark Road #180, Thousand Oaks, CA 91360 for preconstruction services to be performed at the Owner's address ("Property").

OWNER and COMPANY agree as set forth below:

1. **Scope of Work:** Using information and criteria provided and/or selected by OWNER, COMPANY shall develop designs and make recommendations for improvements ("Design Services") to be made at the Property ("Project"). COMPANY may, if approved by OWNER, utilize the services of or consult with architects, engineers or other design professionals to be hired or retained by OWNER ("Consultants"). Design Services may include research, computer modelling, procurement of samples, preparation of drawings and preparation of bids or estimates. COMPANY shall, if requested by OWNER, apply for and obtain plan approval or permits from governmental agencies ("Permitting Services") for the Project in addition to the Design Services. COMPANY shall perform additional services as provided in a Change Order as described in paragraph 7 below.

2. **Time for Performance:** The parties contemplate that the services to be furnished pursuant to this Contract shall commence as soon as reasonably practicable following the date the last party signs the Contract and shall be completed in an expeditious manner or in accordance with any schedule the parties may mutually agree upon or approve.

3. **Payment:** OWNER shall pay COMPANY for the Design Services and the Permitting Services (if requested) as follows: _____. On the date that this Contract is signed, OWNER shall pay to COMPANY a down payment in the sum of \$ _____. At COMPANY's request, OWNER shall also pay a deposit for preparation or reproduction of plans, permit processing or permit application fees, or other expenses COMPANY must incur to perform the Design Services or Permitting Services. Should OWNER enter into a contract with COMPANY for labor, services, materials or equipment to be furnished for the Project ("Installation Contract") within ___ days after COMPANY completes the Design Services, COMPANY shall credit to OWNER the sum of \$ _____ toward the Contract Price for the Installation Contract.

4. **Reimbursable Costs:** In addition to the Payment provided in paragraph 3 above, OWNER shall reimburse COMPANY for costs necessarily incurred by COMPANY in the proper performance of the services contemplated by this Contract ("Reimbursable Costs"). Reimbursable costs shall include direct expenses of reproductions, blueprinting, word processing, postage and

handling, photographic processing and telephone/facsimile charges, including cell phone. Governmental processing fees, long distance travel and other special expenses incurred by COMPANY shall be charged to and payable by OWNER if and to the extent that the services to be furnished by COMPANY as contemplated by this Contract shall reasonably require COMPANY to incur these costs and COMPANY shall have provided reasonable notice to OWNER prior to incurring these costs.

5. **Invoices**: Invoices will be presented to OWNER for the Design Services, Permitting Services (if requested) and Reimbursable Costs on the following periodic basis: _____ . For purposes of this paragraph 5, the date that the invoices are presented to OWNER shall be the date that COMPANY hand-delivers the invoices to OWNER or transmits the invoices to OWNER via email or the next business day after COMPANY places the invoices in a sealed envelope addressed to OWNER at the address appearing on page one of this Contract and delivers said envelope to the United States Post Office, postage prepaid. Payment for said invoices shall be due ten (10) days after the invoices are presented to OWNER ("the invoice due date").

6. **Late Payment**: Payments due and unpaid shall bear interest from the invoice due date at the rate of one and one-half percent (1½%) per month but not more than the maximum amount allowed by the laws of the state of California in effect on the date this Contract is entered into.

7. **Extra Services and Change Orders**: Should OWNER or OWNER's agents, employees or representatives direct any modification or addition to the services described in paragraph 1 herein or should they direct COMPANY to perform or furnish labor or services not contemplated by the parties hereto at the time this Contract is signed (collectively "Extra Services"), the amount to be paid by OWNER to COMPANY for the Extra Services shall be set forth in a change order signed by OWNER and COMPANY. COMPANY shall not be obligated to perform any Extra Services until and unless OWNER shall have first signed and delivered a Change Order to COMPANY. Invoicing and payments for Extra Services shall be governed by paragraphs 5 and 6 above.

8. **Suspension or Abandonment of Project**: If OWNER suspends or abandons the Project in whole or in part, OWNER shall compensate COMPANY for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, at the rates set forth in paragraph 3 herein together with Reimbursable Costs then due and all Reimbursable Costs directly attributable to termination for which COMPANY is not otherwise compensated less any amounts previously paid to COMPANY as provided herein.

9. **Delay**: If COMPANY is delayed at any time in the performance of services contemplated by this Contract by any act or neglect of OWNER, or by any employee or representative of OWNER or any governmental agency, or any causes beyond COMPANY's control, or by delay authorized by OWNER, any dates or deadlines for the completion of COMPANY's services as contemplated herein shall be extended for a reasonable length of time.

10. **No Solicitation**: OWNER shall not solicit, hire, employ or engage for the Project any of COMPANY's employees, design professionals or any other person or entity with whom COMPANY has entered into a written or oral agreement related to the Project without COMPANY's express written consent. Notwithstanding the foregoing, OWNER may contract with Consultants selected and utilized by COMPANY as contemplated in paragraph 1 herein.

11. **No Assignment**: The interest of OWNER and COMPANY to this Contract may not be assigned without the written consent of the other except as to the assignment of proceeds.

12. **Access to Project Site**: At all appropriate times during the term of this Contract, OWNER shall provide to COMPANY full and unobstructed access to all areas in and at the Property necessary and required for COMPANY to furnish the services contemplated by this Contract ("Work Areas"). Prior to commencement of these services, OWNER shall remove any obstacle to COMPANY's ability to access the entirety of the Work Areas. Should it become necessary for COMPANY to obtain keys, lock combinations, security codes, alarm codes or similar means or information to access any portion of the Work Areas ("Codes"), OWNER shall provide these Codes to COMPANY. OWNER acknowledges that the failure to provide access to Work Areas or Codes to COMPANY will delay the services and OWNER agrees that any such delay shall entitle COMPANY to additional compensation in accordance with paragraph 7 herein to the extent this delay results in additional expense to COMPANY.

13. **Right to Stop or Suspend Work**: COMPANY shall have the right to stop or suspend the services contemplated by this Contract if any payment shall not be made to COMPANY in accordance with the provisions of the Contract provided that COMPANY delivers written notice to OWNER not less than three (3) business days prior to stopping or suspending these services; COMPANY shall not be obligated to resume these services until all payments due are received.

14. **No Warranty**: COMPANY makes no representation, warranty or guarantee concerning the value, effectiveness, reasonableness, feasibility or benefits to be conferred by the services to be performed by COMPANY as contemplated by this Contract, or by any recommendations or directives made and given by COMPANY. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, COMPANY MAKE NO WARRANTY, REPRESENTATION OR GUARANTY WHETHER EXPRESS OR IMPLIED, AND SUCH ARE EXPRESSLY DISCLAIMED.

15. **Attorney Fees**: In the event that legal action is instituted in order to interpret or enforce any provision contained in the Contract, or other legal proceeding is initiated arising out of or related to the subject matter of the Contract, the prevailing party to such action shall be entitled, in addition to any other remedy available by applicable law or the Contract, to an award as and for any attorney fees, expert witness fees, or any other costs normally associated with such an action, in an amount so as to compensate said prevailing party for any actual attorney fees, expert fees or other such costs incurred in good faith. Said award shall be entered separately or as a portion of the award of a judge or arbitrator in any such action.

16. **Invalidity and Waiver**: The partial or complete invalidity of any one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Contract, or to exercise any right herein, shall not

be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

17. **Entire Agreement**: The Contract is solely for the benefit of the signatories hereto and represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or contracts, either written or oral.

18. **Notice**: Any notice required or permitted under the Contract may be given by ordinary mail at the address contained in this Contract; but such address may be changed by written notice given by one party to the other from time to time. After a notice is deposited in the mail, postage prepaid, it shall be deemed received in the ordinary course of the mails.

The Contract is entered into as of the date first written above.

OWNER

COMPANY

Homesteady Solutions, Inc.

By: _____

By: _____