

TURTLE TANKS MANUFACTURING AGREEMENT

THIS AGREEMENT DATED THIS _____ DAY OF _____ 200__.
BETWEEN:

_____ Turtle Tanks _____ 977 Monashee Place Kelowna BC V1V 1J8 _____ 250 863-8372 _____

-and-

SUBCONTRACTOR _____
(full name) (address) (phone)
JOB LOCATION _____

Turtle Tanks agrees to hire the subcontractor on the following terms and conditions:

1. ACKNOWLEDGMENT

The subcontractor acknowledges inspection of all relevant documents, including the plans and specifications for manufacturing tanks. In the event of a dispute; the subcontractor agrees to mediation (or arbitration) with the owner with an agency specialized in conflict resolution related to construction.

2. RESPONSIBILITY FOR MATERIALS

Turtle Tanks is responsible for paying for all materials used for operation and production. Turtle Tanks will provide purchase order numbers for the subcontractor to obtain the required materials from specified suppliers.

3. BEGINNING OF THE WORK

The subcontractor will begin the work within _____ days of receiving notice from Turtle Tanks. If the subcontractor fails to begin the work within the time provided without obtaining an extension, Turtle Tanks is free to hire another subcontractor to perform the work. Time is of the essence.

4. SCOPE OF THE WORK

The work entails the following: Manufacture of precast concrete products involved in water and sewage holding applications. in accordance with the plans and specifications referenced in the Turtle Tanks Production Manual.

The subcontractor furnishes all labor and supervision for carrying out the work according to the plans and specifications. All work is to be carried out in accordance with applicable codes and laws having jurisdiction, and the price stated here covers changes needed to comply with those laws. All work will be carried out diligently in a good and professional manner. The subcontractor will protect work, owner's property, and surrounding properties from damage caused by the construction and completion of the work. The subcontractor is responsible for cleaning up and removing all debris from the site before leaving the premises daily.

5. STRIKES AND ACCIDENTS

This agreement is contingent on strikes, accidents, or delays beyond Turtle Tanks' control or the subcontractor's control.

6. PRICE

The price is \$ _____ per unit. Each unit is one 5000 litre tank, one distribution box, and one 12 inch riser. (includes all taxes except GST), based on a fixed sum for the work. Payment will be made within _____ days from the date of receiving an invoice after the completion of the work in accordance with the terms and conditions of this agreement.

7. EXTRAS OR CREDITS

No extra charges are payable by Turtle Tanks for additional work performed due to changes made after the contract is finalized unless agreed to in writing signed by all parties as a change order.

8. HOLDBACK

The subcontractor acknowledges the right of Turtle Tanks to retain a holdback for construction or mechanic's liens as specified by provincial law.

9. PRODUCT SPECIFICATIONS

The subcontractor is responsible for products to be manufactured to meet minimum specifications as detailed on supplied blueprints.

10. WORKERS' COMPENSATION

The subcontractor will maintain workers' compensation coverage for all persons in their control working on Turtle Tanks' job site as required by provincial law, and, if requested, will provide evidence of coverage in good standing.

11. PUBLIC LIABILITY AND PROPERTY DAMAGE

The subcontractor agrees to provide proof of builder's risk insurance in effect to the amount of at least \$1 000 000 liability, including general liability insurance and automobile liability insurance, prior to beginning the work. The above price, specifications, terms, and conditions are satisfactory and are accepted.

This agreement will be construed under the laws of the Province of British Columbia. This agreement supersedes all prior communications, representations, and agreements, and there are no other terms or conditions except as provided in this agreement.

Signatures _____ (Owner) _____ (Subcontractor)