TURTLE TANKS MANUFACTURING AGREEMENT

THIS AGREEMENT DATED THIS _____ DAY OF _____ 201__.
BETWEEN:

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

-and-

CONTRACTOR _____ _____ _____
(full name) (address) (phone)

MANUFACTURING PLANT LOCATION: _____

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

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

2. RESPONSIBILITY FOR MATERIALS
(A) Turtle Tanks is responsible for paying for all materials used for operation and production. Turtle Tanks will provide purchase order numbers for the contractor to obtain the required materials from specified suppliers.
(B) Contractor will initial items referenced on SCHEDULE A as property of Turtle Tanks and agrees to maintain tools and equipment in good working order.

3. BEGINNING OF THE WORK
The contractor will begin the work within ____ days of receiving notice from Turtle Tanks. If the contractor fails to begin the work within the time provided without obtaining an extension, Turtle Tanks is free to hire another contractor 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, materials, and specifications referenced in the Turtle Tanks Production Manual.

The contractor 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, laws, and regulations. All work will be carried out diligently in a good and professional manner. The contractor will protect work, owner's property, and surrounding properties from damage caused by the construction and completion of the work.
The contractor 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 contractor's control.

6. PRICE
The price is based on a fixed sum per unit as specified on SCHEDULE B. The price will be reviewed on an annual basis. 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 contractor 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 contractor is responsible for products to be manufactured to meet minimum specifications as detailed on supplied blueprints.

10. WORKERS' COMPENSATION
The contractor 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 contractor 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) _____(Contractor)

_____(Witness)