AGREEMENT FOR BUILDING.

Articles of Agreement, MADE and entered into this Eighteenth day of December in the year One Thousand, Eight Hundred and Eighty-six, by and between Gallop and Spoor

of the Village of Okemos in the County of Ingham and State of Michigan as the proprietors of the first part, hereinafter called the Contractor:

And State Farm of Aginsiding in the County of Ingham as the proprietors of the second part, hereinafter called the Proprietors:

Witnesseth, First.—The said proprietors of the first part do hereby, for their heirs, executors, administrators or assigns, covenant, promise and agree to and with the said proprietors of the second part, to do, build, and make a handsome dwelling house and all other buildings, and shall and will, for the consideration hereinafter mentioned, on or before the Twelfth day of January in the year One Thousand, Eight Hundred and Eighty-six, a true, perfect and thoroughly workmanlike manner, the dwelling house hereinafter specified and to do all the work required in the erection and completion of said dwelling house

for the proprietors of the second part, on ground situated near Cedar River on premises of the State Agricultural College in the Township of Meridian in the County of Ingham and State of Michigan, and shall and will, for the said works by R. L. Copeland and under the direction and personal supervision of医师 and will find and provide such tools, proper and sufficient materials, of all kinds whatsoever, as shall be proper and sufficient for the completing and finishing all the details

and other works of said building mentioned in the drawings and specifications, and signed by the said parties, within the time aforesaid, for the sum of Three Hundred and Eighty-Five and 00/100 Dollars.

Second.—The said proprietors of the second part do hereby for their heirs, executors, administrators or assigns, covenant, promise and agree to and with the said proprietors of the first part, heirs, executors, administrators or assigns, that the said proprietors of the second part, to do, build and make a handsome dwelling house and all other buildings, and shall and will, in consideration of the covenants and agreements being strictly executed, kept and performed by the said proprietors of the first part, as specified, will will and truly pay or cause to be paid, unto,
AND IT IS HEREBY FURTHER AGREED, BY AND BETWEEN THE SAID PARTIES:

First.—That the Specifications and Drawings are intended to co-operate, so that any works exhibited in the Drawings, and not mentioned in the Specifications, or vice-versa, are to be executed the same as if mentioned in the Specifications and set forth in the Drawings, to the true intent and meaning of the said Drawings and Specifications.

Second.—The Contractor, at his own proper cost and charges, is to provide all manner of labor, materials, apparatus, scaffolding, utensils and cartage, of every description, needful for the due performance of the several works; must produce, whenever required by Superintendent or Proprietor, all vouchers showing the quality of goods and materials used; and render all due and sufficient facilities to the Architect, Superintendent or Clerk of Works, for the proper inspection of the works and materials, and which are to be under their control; and they may require the Contractor to dismiss any workman or workmen who they may think incompetent or improper to be employed; the workmen and Contractor being only admitted to the ground, for the purpose of the proper execution of the works, and have no tenancy. The Contractor shall deliver up the works to the Proprietor in perfect repair, clean and in good condition, when complete. The Contractor shall not sublet the works, or any part thereof, without consent in writing of the Proprietor.

Third.—Should the Proprietor, at any time during the progress of the said works, require any alterations of, deviations from, additions to, or omissions in the said Contract, Specifications or Plans, he shall have the right and power
to make such change or changes and the same shall in no way injuriously affect or make void the Contract; but the difference for work omitted, shall be deducted from the amount of the Contract, by a fair and reasonable valuation; and for additional work required in alterations, the amount shall be agreed upon before commencing additional provisions, as provided and hereinbefore set forth in Article No. 6; and such agreement shall state also the extension of time, (if any), which is to be granted by reason thereof.

Fifth.—Should the Contractor, at any time during the progress of the said works, become bankrupt, refuse or neglect to supply a sufficiency of material or of workmen, or cause any unreasonable neglect or suspension of work, or fail or refuse to follow the Drawings and Specifications, or comply with any of the Articles of Agreement, the Proprietor or his Agent, shall have the right and power to enter upon and take possession of the premises, and may at once terminate the Contract, whereupon all claim of the Contractor, his executors, administrators or assigns, shall cease; and the Proprietor may provide materials and workmen sufficient to complete the said works, after giving forty-eight hours notice, in writing, directed and delivered to the Contractor, or at his residence or place of business; and the expense of the notice and the completing of the various works will be deducted from the amount of the Contract, or any part of it due, or to become due, to the Contractor; and in such case no scaffolding or fixed tackle of any kind, belonging to such Contractor, shall be removed, so long as the same is wanted for the work. But if any balance on the amount of this Contract remains after completion in respect of work done during the time of the defaulting Contractor, the same shall belong to the persons legally representing him, but the Proprietor shall not be liable or accountable to them in any way for the manner in which he may have gotten the work completed.

Sixth.—Should any dispute arise respecting the true construction or meaning of the Drawings or Specifications, or as to what is extra work outside of Contract, the same shall be decided by A. H. Campbell, Architect, and his decision shall be final and conclusive; or in the event of his death or unwillingness to act, then of some other known capable Architect, or a Fellow of the American Institute of Architects, to be appointed by the Proprietor; but should any dispute arise respecting the true value of any works omitted by the Contractor, the same shall be valued by two competent persons, one employed by the Proprietor, and the other by the Contractor, and these two shall have the power to name an umpire, whose decision shall be binding on all parties.

Seventh.—No new work of any description done on the premises, or any work of any kind whatever, shall be considered as extra unless a separate estimate in writing for the same, before its commencement, shall have been submitted by the Contractor to the Superintendent and the Proprietor, and their signatures obtained thereon, and the Contractor shall receive payment for such work soon as it is done. In case of day's work, statement of the same must be delivered to the Proprietor at latest during the week following that in which the work may have been done, and only such day's work and extra-work will be paid for, as such, as agreed on and authorized in writing.

Eighth.—The Proprietor will not, in any manner, be answerable or accountable for any loss or damage that shall or may happen to the said works, or any part or parts thereof respectively or for any of the materials or other things used and employed in finishing and completing the said works; or for injury to any person or persons, either workmen or the public, or for damage to adjoining property, from any cause which might have been prevented by the Contractor or his workmen, or any one employed by him against all which injuries and damages to persons and property, the Contractor having control over such work must properly guard against, and must make good all damage from whatever cause, being strictly responsible for the same. Where there are different Contractors employed on the works, each shall be responsible to the other for all damage to work, to persons and property, or for loss caused by neglect, by failure to finish work at proper time, or from any other cause; and any contractor suffering damage shall call the attention of the Proprietor or Superintendent to the same, for action as laid down in Article No. 4.

Ninth.—The Contractor will insure the building to cover his interest in the same from time to time, as required; and for any loss of the Contractor, by fire the owner will in order any circumstance be answerable or accountable; but the Proprietor shall protect himself by insurance to cover his interest when payments have been made to Contractor.

Tenth.—All work and materials, as delivered on the premises to form part of the works, are to be considered the property of the Proprietor, and are not to be removed without his consent; but the Contractor shall have the right to remove all surplus materials after his completing the works.

Eleventh.—Should the Contractor fail to finish the work at or before the time agreed upon, they shall pay to or allow the Proprietor, by way of liquidated damages, the sum of fifteen dollars per diem, for each and every day thereafter the said works shall remain incomplete.

In Witness Whereof, the said parties to these presents have hereunto set their hands and seals, the day and year above written.

Signed and Sealed in the presence of

[Signatures]

Witnesses:

[Signatures]

Part of the First Part,

Part of the Second Part,
BOND.

Know all Men by these Presents, That

am

held and firmly bound unto

in the sum of $Dollars, for which payment

well and duly to be made, I bind myself heirs, executors, administrators or assigns.

Whereas,

has contracted
to execute,

with

construct and complete

for the sum of $18, hereunto annexed; and the condition of this obligation is, that

dated

by a contract

dated 18 , the said

said Contract, then this obligation is to be void, but if otherwise, the same shall be and remain in full force and virtue.

In Witness Whereof, I have hereunto set my hand and seal this

in the space of

Witnesses:
day of 18