

In some States, according to law, it is important that within 48 hours after a Contract is made for Building, it be put on file or record at the Town Clerk's Office by the party of the second part, for his proper and legal protection. Several cases might be quoted where Proprietors have had to pay money twice over, to the amount of several hundred dollars, on account of omission to put on record the Contract.

AGREEMENT FOR BUILDING.

Copyright the property of PALLISER, PALLISER & Co., Bridgeport, Conn.

Articles of Agreement, MADE and entered into this *Thirteenth*
day of *November* in the year One Thousand, Eight Hundred and *Eighty Six*

By and between *Gallup and Spross*
of the *village* of *Okeemos* County of *DuSingham*
and State of *Michigan*
as the party of the first part, hereinafter called the Contractor :

And *State Board of Agriculture*
of the *State* of *Michigan* County of
as the party of the second part, hereinafter called the Proprietor :

Witnesseth, first.—The said parties of the first part do hereby, for *their*
heirs, executors, administrators or assigns, covenant, promise and agree to and with the said party of the second
part, *its* heirs, executors, administrators or assigns, that *they* the said parties of the first
part, *their* heirs, executors, administrators or assigns, shall and will, for the consideration hereinafter mentioned, on or
before the *fifteenth* day of *January*, in the year One Thousand,
Eight Hundred and *Eighty Seven* well and sufficiently erect, finish and deliver in a
true, perfect and thoroughly workmanlike manner, the *Ice House* hereinafter
specified and do all the work
required in the erection and completion of *said ice house*

for the party of the second part, on ground situated *near Cedar River on prem-*
ises of the State Agricultural College
in the *Township* of *Meridian* County of *DuSingham*
and State of *Michigan*, agreeably to the Plans, Drawings and Specifications
prepared for the said works by *R. C. Coqueret* Architect, to the satisfaction
and under the direction and personal supervision of *N. A. Campbell* *Builder*
and will find and provide such good, proper and sufficient materials, of all kinds whatsoever, as shall be proper and suffi-
cient 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 party of the second part does hereby for *itself its* heirs, executors,
administrators or assigns, covenant, promise and agree to and with the said parties of the first part, *their*
heirs, executors, administrators or assigns, that the said party of the second part, *its* heirs,
executors, administrators or assigns, will and shall, in consideration of the covenants and agreements being strictly executed,
kept and performed by the said parties of the first part, as specified, will well and truly pay or cause to be paid, unto,

the part is of the first part, or unto their heirs, executors, administrators or assigns, the sum of Three Hundred Eighty five and 00/100 Dollars, lawful money of the United States of America, in manner following:

First Payment of \$10.00 consisting of the old ice house as it now stands which is hereby agreed shall be conveyed at this valuation at the commencement of the job by the contractors

Second payment of \$ 10% less than the cost of material on the ground after the bulk of the same, or not less than \$150.00 worth shall have been delivered

Third payment of \$ being the balance remaining of the contract price; the estimate of material for the second payment to be made in accordance with schedule accompanying specifications

Fourth payment of \$

Fifth payment of \$

Sixth payment of \$

when the building is all complete, and after the expiration of _____ days, and when all the Drawings and Specifications have been returned to H. Reynolds Secretary Architect.

Provided, That in each case of the said payments, a certificate shall be obtained from and signed by H. A. Campbell Architect, to the effect that the work is done in strict accordance with Drawings and Specifications, and that he considers the payment properly due; said certificate, however, in no way lessening the total and final responsibility of the Contractor; neither shall it exempt the Contractor from liability to replace work, if it be afterwards discovered to have been done ill, or not according to the Drawings and Specifications, either in execution or materials; and, Provided further, that in each case a certificate shall be obtained by the Contractor, from the clerk of the office where liens are recorded, and signed and sealed by said clerk, that he has carefully examined the records and finds no liens or claims recorded against said works, or on account of the said Contractor; neither shall there be any legal or lawful claims against the Contractor, in any manner, from any source whatever, for work or materials furnished on said works.

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 sub-let 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 additions, as provided and hereinafter 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.

Fourth.—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 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.

Fifth.—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 *H. A. 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.

Sixth.—No new work of any description done on the premises, or any work of any kind whatsoever, 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 thereto, 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.

Seventh.—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.

Eighth.—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 not under any circumstances be answerable or accountable; but the Proprietor shall protect himself by insurance to cover his interest when payments have been made to Contractor.

Ninth.—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.

Tenth.—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 *Five* dollars per diem, for each and every day thereafter the said works shall remain incomplete.

Eleventh.—

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

Witnesses: *R. C. Carpenter*
Francis Kutzje
Witnesses: _____

Part of the First Part, *J. H. Gallenup* SEAL
Eli Spross SEAL
Part of the Second Part, *Henry Reynolds* SEAL
SEAL

1366 mlt. Specimen

Agreement for Building.

BETWEEN

Palmer & Sprou

OF THE FIRST PART,

—AND—

OF THE SECOND PART,

Date *1886*

Filed *18*

Architect

PALLISER, PALLISER & CO.,
Publishers Fine Architectural Works,
BRIDGEPORT, CONN., U. S. A.

Price 5 cents each. 40 cents per dozen.

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
with _____ to execute,
construct and complete _____
for the sum of \$ _____ by a contract
dated 18 _____, hereto annexed; and the condition of this obligation is, that
if the said _____ shall duly perform
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
_____ day of _____ 18 _____

Witnesses:

