

SERVICE PURCHASE CONTRACT

CONTRACTOR'S NAME & ADDRESS:		
James L. Kreitzer		
Kreitzer's Automotive Service		
2385 Wertz Lane		
Enola, PA 17025-1144		
EMAIL ADDRESS: None		WEBSITE URL: www.kreitzersautomotive.com
PHONE NO. 717.732.3556		FAX NO. 717.732.2947
CONTRACTOR'S FEDERAL ID NO. OR SOC. SEC. NO.	CONTRACTOR'S LICENSE OR REGISTRATION NO.	
EFFECTIVE DATE: March 16, 2010	EXPIRATION DATE: June 25, 2010	CONTRACT NOT TO EXCEED: \$

SPECIFIED SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
Removal of house components on March 16, 2010		No cost	
Transportation to Kreitzer's Automotive Service site for storage		No cost	
Storage at Kreitzer's site for up to 3 months from the date of removal, March 16, 2010.		No cost	
Transportation to the owner's location within 50 miles of the Farm Show Complex		No cost	
Transportation rate beyond the 50 miles. Beyond the first 50 miles, the rate is \$3.00 per mile.		\$3.00 per mile beyond the first 50 miles.	
Per month rate for storage trailers after June 25, 2010. Monthly storage rate is per trailer on Kreitzer's site.		\$165 per month per trailer	
The Contractor requires 72 hours notice to move the trailer(s) from storage to the BUYER'S property.		No cost	
		TOTAL	\$

In compliance with the correct terms, conditions, and specifications, the undersigned, on behalf of the BUYER, which intends to be legally bound hereby, offers and agrees, to provide the specified services at the price(s) set forth above at the time(s) and point(s) specified. In addition to this document, the following contract terms, conditions, and specifications are a part of the contract:

1. Standard Contract Terms and Conditions

BUYER'S SIGNATURE (IN INK)	CONTRACTOR'S SIGNATURE (IN INK)
(SIGN BELOW) DATE	PRESIDENT/VICE PRESIDENT/MANAGER/PARTNER/OWNER DATE (SIGN BELOW AND CIRCLE TITLE)
(PRINT NAME BELOW)	(PRINT NAME BELOW)

STANDARD TERMS & CONDITIONS

1. INDEPENDENT CONTRACTOR

In performing the services required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of CPAVTS or the CPAVTS Student Chapter of the NAHB.

2. OWNERSHIP RIGHTS

CPAVTS, the CPAVTS Student Chapter of the NAHB, and Kreitzer's Automotive Service shall have NO LIABILITY for the storage or transport of the house after the close of the sale, which is the time and date that the BUYER delivers full or partial payment to CPAVTS or the CPAVTS Student Chapter of the NAHB Advisor.

3. CONFIDENTIALITY

The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.

4. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

5. NON-DISCRIMINATION

In the performance of its obligations under this Contract, the Contractor shall comply with the provisions of all applicable federal, state and local laws prohibiting discrimination on the grounds of age, race, color, sex, national origin, religion, citizenship, disability, or veteran status.

6. COMPENSATION/EXPENSES

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period specified in the Contract. The Contractor shall be compensated by the CPAVTS Student Chapter of the NAHB for transport and storage of the trailers for up to 3 months. The BUYER shall enter into a new agreement with the Contractor for storage after the 3 month period.

7. INVOICES

The Contractor shall provide the BUYER an invoice at the time of the delivery of the trailers for any amount due after the 3 months. The invoice should include only amounts due under the Contract.

8. WARRANTY

The Contractor provides NO WARRANTIES, NO INSURANCE other than that required by law for the vehicle that serves to transport the trailers to and from the storage site to the BUYER'S property.

9. INDEMNITY

The Contractor and the BUYER shall indemnify and hold CPAVTS and the CPAVTS Student Chapter of the NAHB harmless from all damages, costs, and expenses, including attorney's fees that the BUYER, Contractor, CPAVTS or the CPAVTS Student Chapter of the NAHB may pay or incur by reason of any infringement or violation of either the BUYER'S or the Contractor's rights.

10. DEFAULT

- a. The BUYER shall have no rights to assert against CPAVTS, the CPAVTS Student Chapter of the NAHB or the Contractor, for the whole or any part of this Contract for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 5) Discontinuance of work without approval;

- 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 7) Insolvency or bankruptcy;
- 8) Any loss or damage associated with the storage of the house or house components;
- 9) Any loss or damage associated with the transport of the house or house components;
- 10) Assignment made for the benefit of creditors;
- 11) Failure to protect, to repair, or to make good any damage or injury to property; or
- 12) Breach of any provision of this Contract.

11. ASSIGNMENT

Neither this Contract nor any duties or obligations under this Contract shall be assignable by the Contractor without the prior written consent of the CPAVTS Student Chapter of the NAHB. In the event of an assignment by the Contractor to which the CPAVTS Student Chapter of the NAHB has consented, the assignee or the assignee's legal representative shall agree in writing with the CPAVTS Student Chapter of the NAHB to personally assume, perform and be bound by the covenants, obligations and agreements contained in this Contract.

12. SUCCESSORS AND ASSIGNS

Subject to the provisions regarding assignment, this Contract shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

13. TERMINATION PROVISIONS

The BUYER has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The BUYER shall have the right to terminate the Contract for its convenience if BUYER determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but the Contractor shall not be entitled to recover loss of profits.
- b. **TERMINATION FOR CAUSE:** The BUYER shall have the right to terminate the contract for Contractor default under Paragraph 10, Default, upon written notice to the Contractor. The BUYER shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law.

14. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

15. INTEGRATION

The Contract, including all referenced documents, constitutes the entire agreement between the parties. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

16. WAIVER OF DEFAULT

No waiver by the parties of any default or breach of any term, condition or covenant of this Contract shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

17. INSURANCE REQUIRED

The BUYER shall be solely responsible for and provide insurance on the contents of the trailer(s) to cover damage, accident, malicious acts, including theft, fire, flood and any acts of God that result in damage to the contents of the trailer(s) in transport to and from the storage site to the BUYER'S property and while the house and components of the house are in storage. The CPAVTS, CPAVTS Student Chapter of the NAHB and the Contractor shall have no obligation for insurance, exclusive of insurance coverage on the vehicle used to transport the house and components of the house.