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James L. Krajewski  
1900 Anglen Dr.  
Munster, 46321

91020998

AGREEMENT

This agreement is entered into between Cawby Construction, hereinafter Builder, and Geary Harkoorn and Mary Hartkoorn, hereinafter Owners, for the construction by Builder of a single family house on lot 128 in Harvest Acres subdivision in Schererville, Indiana.

1. Construction of Single Family Residence. Builder agrees to build, at said location, a two-story frame house with basement and garage, all pursuant to Drawings, which have been examined by both parties and are incorporated into this contract. Builder agrees that said construction shall be done in a workmanlike manner, consistent with reasonable standards in the community, and that construction will meet or exceed all applicable state and local standards and municipal codes for new home construction. Owner agrees to be responsible for any and all survey costs, and to provide, at owner's cost, any and all permits and utility fees.

2. Cost. The parties have agreed that the cost of such project shall be Ninety three thousand nine hundred and twenty five dollars (\$93,925), payable as follows:  
\$5,000, receipted to Builder on the 24th of April, 1991;  
\$11,784.04 at satisfactory completion, pursuant to Drawings and after inspection by Owner, of basement walls, including but not limited to the following:

- 1. excavation
- 2. five-foot fill at house
- 3. footings
- 4. basement walls
- 5. support pad
- 6. six inch gravel fill
- 7. beams and supports
- 8. concrete floors in basement and garage
- 9. drain tile
- 10. plumbing, electrical, HVAC and sanitary and utility per Drawings
- 11. appropriate water seals and insulation;

\$25,682.85 to be paid upon satisfactory completion of roof over house and garage, according to Drawings and after inspection by owners, including but not limited to the following:

- 1. exterior walls from plate to roof
- 2. rough interior
- 3. insulation
- 4. soffits and fascia, gutters and downspouts
- 5. masonry
- 6. windows and appropriate trim;

\$22,904.25 to be paid upon satisfactory completion of rough HVAC, plumbing and electrical mechanicals, according to Drawings and after inspection by Owners;

\$20,337.85 at completion of house, according to Drawings and after inspection by Owners, including but not limited to the following:

- 1. installation and taping of drywall on interior walls
- 2. painting of interior walls
- 3. cabinets
- 4. concrete driveways and sidewalks
- 5. doors
- 6. grade finished suitable for landscaping
- 7. appropriate finish trim, and hardware
- 8. Final and complete installation of HVAC, plumbing and electrical systems
- 9. Clean up and removal of debris left by Builder;

\$8,215.01 after final inspection by Owners.

addtl draws may be provided. Dist distribution of owner. AC. 8.00  
to cover necessary cost by Builder for above. AC. 8.00



This amount includes floor coverings, 3600 per floor coverings, and 450 per driveway  
 800 per light fixture, and 450 per driveway  
 AC

STATE OF INDIANA  
LAKE COUNTY  
MAY 2 1991  
RECORDS

3. Time of Performance. The parties agree that time is the essence of this agreement, and that the house shall be finished and ready for habitation within one hundred (100) days of the date on which this agreement is signed. Builder agrees to bear the cost of unreasonable delays not caused by Owners; Owners specifically advise Builder that use of union or non-union labor is within the discretion of Builder, and costs and delays caused by strikes or related activities are to be borne by Builder. Owners agree to allow Builder reasonable allowances for delays caused by weather or other acts of God. Builder agrees that any inspections required under this agreement, whether by municipal authorities or by owner, shall be initiated by Builder and owner shall be notified of any delays imminent from builder's inability to arrange same. Owner agrees to waive delays not caused by Builder if given reasonable notice of same.

4. Payment of Third Parties. All payments due third parties for any work performed at the instance of Builder are the responsibility of Builder, and Owners shall be held harmless for same. Builder assumes responsibility for any and all liens placed on said house by third parties.

5. Warranties. Builder agrees to perform all work sufficiently to meet any new home construction warranties, implied or statutory.

6. Materials. All materials used in the construction of said house shall be of the same or better quality as represented in Materials List, to be approved by Owner.

7. Insurance. Builder will meet bonding or other requirements imposed by state or municipal codes, and agrees to carry Workmen's Compensation and Public Liability Insurance sufficient to protect his obligations under this agreement. Owner agrees to carry insurance to cover disaster to the property.

8. Non-performance. Both parties to this agreement retain any and all rights to pursue all remedies in law or equity in the event of a breach of any of the terms of this agreement.

Sam D Cowby  
Builder

for Cowby Construction

R.R. # 6 Box 43D

Rensselaer, Ind

47928

219-866-8525

Mary Hartkoorn

Owner

Mary Hartkoorn

Geary Hartkoorn

Owner

Geary Hartkoorn