

INDEPENDENT CONTRACTOR AGREEMENT

Vendor Number: _____

Contractor Name:	_____ (the "Contractor")			
Type of Legal Entity (check one):	_____ Corporation	_____ LLC	_____ Partnership	_____ Sole Proprietor
Tax ID Number:				
Notice Address:				
Authorized Representative:				
Insurance Carrier (incl Worker's Comp):				
	Policy Numbers:			
	Agency & Representative:			

THIS INDEPENDENT CONTRACTOR AGREEMENT Between CAMILLO PROPERTIES LLC ("CAMILLO") and Contractor together with the Price List attached hereto, and any Purchase or Work Orders hereafter issued by CAMILLO (collectively the "Agreement"), is entered into this ___ day of _____, 20___, and prescribes conditions that affect the contract price, the payment schedule (if applicable) and a general description of the Work (defined below). The Agreement shall apply without exception to all Work provided by Contractor who by executing this Agreement unconditionally and irrevocable accepts the Agreement. Terms contained in any other document issued by Contractor shall be of no force and effect unless specifically incorporated herein and approved by CAMILLO in writing. Any document that Contractor may issue shall be deemed to be for the administrative convenience of Contractor. The terms of this Agreement and any supplements or amendments issued by CAMILLO shall supersede and take precedence over any of Contractor's terms and conditions that may be contained in any forms. The term "Work" means all work including but not limited to any part of construction or repair performed under this Agreement including but not limited to all labor, services, materials, equipment, transportation, or facilities necessary to complete the activities generally described below:

1. **Plans, Specifications, and Purchase/Work Orders.** All Work shall be performed by the Contractor in accordance with the applicable plans and specifications including any revisions or supplements provided by CAMILLO (the "Plans and Specifications") all of which are incorporated into this Agreement. Purchase Orders and Work Orders including any supplemental Purchase Orders and Work Orders for the same location and address shall be completed in accordance with the Plans and Specifications applicable to that location and each Purchase Order and Work Order shall constitute a separate contract for the purpose of determining the extent of any lien rights, including without limitation what funds can be withheld and what retainage is to be reserved. Contractor agrees that it shall not be entitled to a blanket lien over multiple addresses and that lien rights shall only attach to the specific property where the actual goods and services are provided.
2. **Commencement of Work.** Contractor shall have no authority to commence Work at a job location until Contractor has received a written Purchase Order or Work Order for that job location from an authorized officer of CAMILLO. FIELD PERSONNEL, WHETHER EMPLOYED BY CAMILLO OR AN INDEPENDENT CONTRACTOR, SHALL HAVE NO AUTHORITY TO ISSUE PURCHASE ORDERS OR WORK ORDERS ON CAMILLO'S BEHALF AND CAMILLO WILL NOT RECOGNIZE OR HAVE ANY LIABILITY THEREFOR. All Purchase Orders and Work Orders issued under this Agreement are nontransferable and non-assignable, and Contractor shall not subcontract all or part of the Work contemplated by this Agreement without providing ten (10) days' prior written notice to CAMILLO and receipt of approval in writing from CAMILLO. CAMILLO shall not have any obligation or liability to pay for any work performed by an unapproved assignee or subcontractor. Unless released from liability in writing, Contractor shall remain liable for all obligations under this Agreement regardless of transfer, assignment or subcontracting.
3. **Performance of the Work.** Contractor's commencement of the Work prescribed in a specific Purchase Order or Work Order shall be deemed as Contractor's: (i) agreement to complete all Work in accordance with the terms of this Agreement and (ii) acknowledgment that Contractor has inspected the job location and approves of all requirements set forth in the Purchase Order or Work Order. Contractor shall be thoroughly familiar with the Plans and Specifications applicable to Contractor's Work and shall keep a copy of such plans on each job location while the Work is in progress. Contractor shall perform all Work designated in any Purchase or Work Order in a timely manner, that in no way delays, damages or compromises any work or activities of any others, and fully consistent with the Plans and Specifications and the requirements of this Agreement. In the event Contractor shall not properly perform the Work or otherwise fails to comply with this Agreement, then Camillo may remedy such deficiency and shall have the right to terminate the Work and declare Contractor in breach of this Agreement. Contractor shall coordinate with CAMILLO all Work scheduled under each Purchase Order or Work Order and cooperate with other contractors. Contractor shall be responsible for inspecting the job location and any work of another contractor that may affect the Contractor's Work, and report in writing to CAMILLO all

deficiencies or defects prior to commencement of any Work. Absent written notice prior to commencement of any work to CAMILLO of any deficiencies, the Contractor shall be deemed to have accepted such deficiencies or defective work for inclusion into the Contractor's Work. In the event that Contractor fails to perform any Work in a good and workman like manner AND in accordance with this Agreement and/or performs its Work over other defective work, Contractor shall be liable for all costs to remedy the defective work including the work of any other contractor that has to be altered or modified to correct any deficiency or defect whether actually caused by Contractor or by Contractor's Work over other deficient or defective work.

4. **Contract Price.** The prices and payment schedules set forth in a Purchase or Work Order are applicable to Work performed under that specific Purchase or Work Order. If terms relating to pricing, quantities or other specifications are set forth in the attached Price List, those terms shall remain in effect unless modified by a subsequent CAMILLO issued Purchase or Work Order which specifically modifies the terms. Approved Amendments to the Price List shall be applicable only to new jobs started after the date of such CAMILLO issued Amended Price List. Notwithstanding the foregoing, CAMILLO shall have no obligation to issue any Purchase or Work Orders. Future Purchase Orders or Work Orders may be terminated or discounted at any time.
5. **Payment/Liens.** If the Work is to be performed in stages, the price shall include progress payments for each stage as prescribed in the Work Order. At all times during the performance of this Agreement, CAMILLO shall be entitled to withhold from any amounts due to Contractor an amount sufficient to pay any amounts that remain due to Contractor's suppliers or contractors. For any amounts that Contractor becomes past due to Contractor's suppliers and contractors, as well as for any amount that could result in a lien against CAMILLO or its related entities or their properties Contractor shall (i) procure a bond to indemnify CAMILLO and its related entities against such claims and shall refund to CAMILLO and its related entities all monies (including reasonable attorney's fees and court costs) incurred to discharge the claim including any lien. In addition to any other remedy afforded CAMILLO hereunder or at law CAMILLO, in its sole discretion shall also be authorized to withhold or offset funds otherwise payable to Contractor under any Purchase Order or Work Order to satisfy a claim, any lien and any attorney's fees and costs incurred by CAMILLO and its related entities.
6. **Right of offset.** CAMILLO shall have the right to offset any costs incurred or potentially to be incurred to remedy any deficiency in Contractor's Work and the amount offset shall be exempt from lien or other claim by Contractor or anyone claiming by through or under Contractor.
7. **Independent Contractor Status.** Contractor shall perform the Work as an independent contractor, having the sole right to control the details of and manner for performance of the Work save and except that the same must be performed in accordance with the Plans and Specifications. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Contractor is not authorized to enter into or commit the CAMILLO to any agreements, and the Contractor is not authorized to enter into or commit the CAMILLO to any agreements, and the Contractor shall not represent itself as the agent or legal representative of the CAMILLO. Further, the Contractor shall not be entitled to participate in any of the CAMILLO's benefits, including without limitation any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. The CAMILLO shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Contractor or any other person consulted or employed by the Independent Contractor in performing Services under this Agreement. All such costs shall be Contractor's responsibility. Contractor acknowledges that this Agreement and all Purchase Orders and Work Orders are lump sum contracts and that Contractor shall be solely responsible for all required withholdings including but not limited to taxes, social security taxes, and state unemployment taxes including but not limited to for Contractor's employees, agents or subcontractors, as well as all applicable sales taxes or use taxes on labor provided and materials furnished or any other amounts otherwise required to be withheld by law in connection with the Work. No Taxes will be collected or paid by CAMILLO under this Agreement.
8. **Warranties.** Contractor shall perform the work in a good and workmanlike manner. Contractor's work shall comply with the Plans and Specifications and any applicable codes and statutory warranty standards that CAMILLO must meet. Contractor further warrants to CAMILLO and the prospective purchaser (and subsequent owners) of the residence to which its work relates (herein collectively referred to as the "Homeowner") that all labor performed and materials furnished by Contractor shall be free of defect for a period of at least one (1) year, with an extended warranty of two (2) years for plumbing, electrical, heating, cooling, ventilating systems and a further extended warranty of ten (10) years on all structural and foundation systems, beams, girders, lintels, columns, walls, partitions, floor systems, roof framing systems and other load bearing systems and components from the date that CAMILLO conveys the residence in which the Work has been incorporated (herein referred to as the "Warranty Period"). Contractor agrees to make all repairs and correct any defects under the foregoing warranty within seventy-two (72) hours of notice of defect and in an emergency within eight (8) hours of notice of defect. If Contractor fails to perform warranty service as required herein, CAMILLO, at its sole discretion, may undertake the repair work through its own employees or through a third party and Contractor shall reimburse CAMILLO upon demand for all costs and expenses (including overhead) incurred in repairing or replacing warranted Work plus ten (10) percent. The performance or fulfillment of any warranty repair responsibilities by CAMILLO or any other third party will not affect, minimize or in any way obviate Contractor's warranty obligations, Contractor's indemnity provided for herein, or the right of CAMILLO to request Contractor to perform warranty services in the future. Contractor shall furnish all third-party warranties, and guarantees including but not limited to those provided by manufacturers on appliances and equipment. Contractor shall furnish all certificates required by CAMILLO, any governmental entity, municipality, by the VA, by FHA or any combination thereof.
9. **Subdivision Rules.** Contractor shall comply fully with all rules, regulations and restrictive covenants governing the subdivision in which the Work is performed, including, but not limited to, rules, regulations, and restrictions (i) establishing hours, days or both that Work may be performed, (ii) governing storage and safeguarding of materials on the job location, and (iii) regulating trash pick-up, waste collection and environmental remediation at the job location. Contractor is responsible for any fines, penalties, or both, assessed by any subdivision's governing entity, any municipality, any governmental entity, or any combination thereof, related to violations of the foregoing, violation of any government code, violation of any regulation, or violation of any requirement whatsoever.
10. **Governmental Requirements and Workplace Safety.** Contractor acknowledges its obligation to comply with all applicable federal, state, municipal, local and county ordinances, regulations, codes and standards, including but not limited to the immigration laws and regulations as well as the requirements of the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, as well as the training and record keeping requirements of the Hazard Communication Standard, 29 C.F.R. §1926.59 *et seq.*, or similar laws or regulations. The Contractor also agrees to implement a workplace safety program. CAMILLO may provide a copy of its Safety Standards as a guidance tool for Contractor's own safety program to ensure that CAMILLO's safety standards are met. However, Contractor acknowledges that CAMILLO shall not be responsible for the implementation, enforcement or monitoring of any safety program for, or by, the Contractor, it being Contractor's sole legal and contractual obligation to perform the Work in a safe manner so as not to endanger any of Contractor's employees, CAMILLO's employees or any third parties. **CONTRACTOR FURTHER AGREES TO INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO CAMILLO) AND HOLD CAMILLO HARMLESS FROM THE PAYMENT OF ANY PENALTY IMPOSED UPON OR DAMAGES SUFFERED BY CAMILLO AS A RESULT OF CONTRACTOR'S FAILURE TO COMPLY WITH THIS PARAGRAPH AND THE APPLICABLE LAWS AND REGULATIONS INCLUDING ANY FOR WORKPLACE SAFETY.**
11. **Reporting Requirements.** Contractor shall notify CAMILLO of all warnings, fines, notices or other alleged infractions or violations of rules, laws, ordinances, regulations, codes or standards, imposed by any applicable federal, state, municipal, county, or local entity (including owner's associations) within 24 hours of Contractor's receipt of same unless said notice requires remedy or compliance within a shorter time period

under which circumstance CAMILLO shall be notified within 4 hours or the time period allotted for compliance, whichever is shorter. Contractor shall notify CAMILLO of any injuries that occur on CAMILLO's work site immediately. In addition to the reporting requirements above, Contractor shall provide copies of any citations, incident reports or other documentation upon CAMILLO's request. Contractor agrees to willingly participate in any work site investigation and will forward any and all information that is relevant to the alleged incident or investigation upon CAMILLO's request. Contractor agrees to notify CAMILLO immediately of any inspections by any governing agency with sufficient time for CAMILLO to participate in the inspection should it deem the same necessary. In addition, upon execution of this Agreement, Contractor shall inform CAMILLO of all warnings, fines, notices or other alleged infractions or violations of rules, laws, ordinances, regulations, codes or standards, imposed by any applicable federal, state, municipal, county, or local entity (including owners associations) assessed within the last three (3) years. Failure to abide by the conditions set forth herein, shall entitle CAMILLO, in its sole discretion, to terminate its Agreement, in whole or in part, with Contractor without further obligation to Contractor.

12. **CONTRACTOR'S RELEASE/INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY RELEASES AND FURTHER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD CAMILLO, ITS RELATED ENTITIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND THE HOMEOWNER (HEREIN COLLECTIVELY REFERRED TO AS THE "INDEMNITEE") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, PENALTIES, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTIONS, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND AND CHARACTER INCLUDING THOSE ASSERTED BY ANY HOMEOWNER, THE CONTRACTOR OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO, PERSONNEL FURNISHED BY THE CONTRACTOR OR ITS ASSIGNEES, LICENSEES, SUBCONTRACTORS AND SUPPLIERS) INCLUDING WITHOUT LIMITATION ANY CLAIMS ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY (HEREIN COLLECTIVELY REFERRED TO AS THE "LOSS") IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH (i) A BREACH OF THE WARRANTIES PROVIDED HEREIN BY THE CONTRACTOR; (ii) THE WORK PERFORMED OR TO BE PERFORMED BY THE CONTRACTOR AND CONTRACTOR'S PERSONNEL, SUBCONTRACTORS, AGENTS, AND LICENSEES; OR (iii) ANY NEGLIGENT ACTION, OMISSION, OR BOTH OF THE INDEMNITEE RELATED IN ANY WAY TO THE WORK, WHETHER THE INDEMNITEE IS NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR OTHERWISE) OF THE INDEMNITEE. ANY PAYMENTS BY CONTRACTOR UNDER THIS PARAGRAPH ON BEHALF OF THE INDEMNITEE SHALL BE IN ADDITION TO ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE INDEMNITEE AND SHALL NOT BE CONSIDERED THE INDEMNITEE'S EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SCOPE OF THIS INDEMNITY BE LIMITED BY THE AVAILABILITY OF OR COVERAGE BY CONTRACTOR'S INSURANCE.**
13. **General Liability Insurance.** Contractor agrees to carry Commercial General Liability Insurance on an Occurrence Basis Form containing a per occurrence limit of no less than \$1,000,000, and an aggregate limit of no less than \$2,000,000 protecting against bodily injury, property damage (Broad Form) and personal injury claims arising from the exposures of including but not limited to (i) premises operations; (ii) products and completed operations including materials designed, furnished, modified, or any combination thereof, in any way by Contractor; (iii) independent subcontractors; (iv) contractual liability risk covering the indemnity obligations set forth in this Agreement; (v) property damage and (vi) theft. Such coverage shall otherwise be on such forms and with such companies as CAMILLO may require, will be carried continuously during the term of this Agreement with insurance companies licensed to do business in the State of Oklahoma and in the State of Texas and such insurance policy shall reflect that CAMILLO is an additional insured for all purposes to include, but not limited to, the Work. This insurance shall provide for a waiver of subrogation and contain an endorsement specifying that the insurance provided by the Contractor shall be considered primary, and any insurance, if any, carried by CAMILLO shall be considered excess, as may be applicable to claims arising out of this Agreement. The Contractor shall provide evidence that such insurance is in force by furnishing CAMILLO with a policy certificate of insurance outlining the requirements and a copy of the specific Waiver of Subrogation. The policy shall contain a clause to the effect that the policy shall not be subject to cancellation, non-renewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to CAMILLO. The foregoing amounts and types of insurance are minimum requirements, and Contractor should make an independent determination of the amounts and types of insurance which it deems reasonably necessary or which may be required by state or federal law in connection with performing the Work. Failure of the Contractor to obtain liability coverage as set forth herein, may result in CAMILLO's placement of Contractor on Inactive Status. Inactive Status shall mean that the Contractor will not be allowed to access a CAMILLO worksite or collect any money for any work in progress or performed until proof of insurance meeting the above requirements is presented to CAMILLO. Contractor, at all times, remains solely responsible for providing its own general liability insurance, or any other insurance, under this Agreement.
14. **Workers Compensation Insurance.** CAMILLO does not provide Workers Compensation Insurance or Workers Compensation benefits for Contractor or its employees. If requested, Contractor will furnish CAMILLO with Certificates of Insurance showing Contractor to be covered by Workers' Compensation Insurance in such amounts and types of coverage as CAMILLO may specify. It is Contractor's sole responsibility to: (1) Assume all expenses for any job injury or illness occurring to Contractor or any of Contractor's employees; (2) provide safe working procedures for Contractor's employees; and (3) comply with the requirements of the Occupational Safety and Health Act of 1970 (OSHA). Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Independent Contractors or its employees or subcontractors. Contractor shall provide to the Company insurance certificates showing workers' compensation and liability insurance, prior to beginning work, upon request. Liability insurance certificate must list the CAMILLO as an "additional insured." Contractor shall maintain all workers' compensation and liability insurance at all times while performing work at the property.
15. **Subcontractors.** Contractor's employment of a subcontractor to perform any work must be approved in advance, and in writing, by CAMILLO. Contractor agrees and shall ensure that any such subcontractor shall indemnify, defend and hold CAMILLO harmless in the same manner as Contractor and meet all insurance requirements imposed on Contractor. Prior to the subcontractor's commencement of any work, Contractor shall obtain a signed agreement from the subcontractor agreeing to indemnify, defend and hold CAMILLO harmless, commensurate with the degree of coverage and indemnification required above between CAMILLO and Contractor, and provide CAMILLO with evidence of satisfactory insurance, listing CAMILLO as an additional insured. **NOTWITHSTANDING CONTRACTOR OBTAINING SIGNED AGREEMENTS FROM ANY SUBCONTRACTOR, CONTRACTOR SHALL REMAIN LIABLE FOR ALL OBLIGATIONS UNDER THIS AGREEMENT TO THE SAME EXTENT AS THOUGH CONTRACTOR PROVIDED THE WORK ITSELF INCLUDING WITHOUT LIMITATION ALL INDEMNIFICATION OBLIGATIONS.**
16. **Clean Job Site.** Contractor shall ensure that the job location is kept clean, safe and orderly, with all materials and equipment properly and safely stored and secured when not in use. All refuse shall be disposed of safely, properly, lawfully, and in accordance with this Agreement.
17. **Remedies.** Contractor expressly agrees that payments otherwise due Contractor from CAMILLO may be withheld and all costs incurred by

CAMILLO shall be charged against all monies due Contractor:

- (a) To remedy any work performed by the Contractor pursuant to this Agreement or that Contractor allows another party to perform (even if unauthorized) that is determined by CAMILLO to be defective or incomplete;
- (b) If CAMILLO determines that Contractor failed to pay for any labor, materials or equipment furnished to Contractor including by its employees, subcontractors or other third parties;
- (c) Another contractor's work is damaged by an act for which CAMILLO determines the Contractor, his employees, agents or subcontractors are responsible;
- (d) Claims or liens are filed against the job location which reference or relate to Contractor;
- (e) Contractor fails to timely perform, or to pay the costs and expenses of warranty service that CAMILLO determines is an obligation of the Contractor;
- (f) CAMILLO determines that Contractor failed to keep the job location clean and orderly, or failed to comply with any other provision of this Agreement;
- (g) To satisfy any debts or obligation for which Contractor may be liable under this Agreement; or
- (h) CAMILLO incurs any expense due to the fault of Contractor.

In the event that CAMILLO determines in its sole discretion that Contractor's Work is not in accordance with industry standard, this Agreement or both, CAMILLO shall be entitled to cause the Work to be performed by others, and may apply any sums then due Contractor against such costs of completion related costs and damages which costs shall include overhead, legal fees and expenses.

- 18. Waiver of Jury:** ALL PARTIES ACKNOWLEDGE THAT ALL DISPUTES RELATED TO THIS AGREEMENT OR ARISING FROM THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT MUST BE SUBMITTED TO BINDING ARBITRATION. NOTWITHSTANDING, EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.
- 19. Choice of Law and Mandatory Venue.** This Agreement shall be construed in accordance with the laws of the state of Oklahoma. BUYER FURTHER HEREBY ACKNOWLEDGES, CONSENTS, STIPULATES, AND AGREES THAT ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS OR CAUSES OF ACTIONS RELATING TO THIS AGREEMENT, ANY WORK PERFORMED BY THROUGH OR UNDER CONTRACTOR, **OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT INCLUDING WITHOUT LIMITATION THE VALIDITY, PERFORMANCE, INTERPRETATION, ENFORCEMENT OR ANY COMBINATION THEREOF, SHALL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA.** CONTRACTOR IRREVOCABLY WAIVES THAT ANY PROCEEDING BROUGHT IN OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.
- 20. Mediation-Arbitration.** Contractor and CAMILLO agree that all disputes, controversies or claims including any arising out of or relating to **work or materials provided by Contractor, its assignees or subcontractors,** any warranties (express or implied), any issues or matters arising out of or related to this Agreement, or questions as to its interpretation including any breach thereof (herein referred to collectively as a "Dispute") may be submitted to non-binding mediation under the Construction Industry Mediation Rules of the American Arbitration Association where the parties will endeavor to settle the Dispute in an amicable manner. **IN THE EVENT THE CONTRACTOR OR CAMILLO OR BOTH ARE UNWILLING OR UNABLE TO RESOLVE THE DISPUTE BY MEDIATION, THE DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION SHALL BE GOVERNED BY OKLAHOMA LAW AND THE U.S. ARBITRATION ACT, 9 U.S.C. §§ 1-16, TO THE EXCLUSION OF ANY PROVISIONS OF STATE LAW THAT ARE INCONSISTENT WITH APPLICATION OF THE FEDERAL ACT. THE SUBMISSION TO MEDIATION OR ARBITRATION OF ANY DISPUTE ARISING DURING CONSTRUCTION SHALL NOT DELAY OR OTHERWISE AFFECT THE CONTINUING PERFORMANCE OF THE WORK. ARBITRATION SHALL BE FILED, INITIATED, OR BOTH IN OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, AND ALL ARBITRATION HEARINGS SHALL BE HELD IN OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA. CONTRACTOR SHALL INCLUDE THE REQUIREMENT OF THIS PROVISION IN ALL SUB-CONTRACTS IT MAY ENTER INTO FOR ANY PORTION OF THE SUBLET WORK. ANY AND ALL DECISIONS AS TO THE ENFORCEABILITY OF THIS ARBITRATION PROVISION SHALL BE DETERMINED BY ARBITRATION AND ANY COURT PRESENTED WITH THE ARBITABILITY OF A CLAIM SHALL IMMEDIATELY ABATE THE CASE AND ORDER THAT THE DECISION AS TO ARBITABILITY BE MADE IN ARBITRATION.**
- 21. Scope of Agreement/Miscellaneous.** There are no other agreements, oral or written, by and between the parties. This Agreement shall remain in effect until terminated in writing, irrespective of time intervals when no Work is being performed by Contractor under a current Purchase or Work Order. Any failure of CAMILLO to enforce any of the terms and provisions of this Agreement shall not constitute a waiver of such required performance or any future performance by Contractor under this Agreement. The parties hereto have participated fully in the negotiation and preparation of this Agreement and this Agreement shall not be more strictly construed against either Contractor or CAMILLO. The terms and provisions of this Agreement are intended solely for the benefit of CAMILLO and Contractor and to the extent that a right or obligation owed by Contractor affects the property the Homeowner shall be a beneficiary of those owed by Contractor. Other than the foregoing provision the terms and provisions of this Agreement shall not inure to the benefit of any other third person or entity not a signatory to this Agreement. Homeowner shall not have any right to enforce any obligations under this agreement owed by Camillo and shall not be a beneficiary of the same. Time is of the essence with respect to performance of the obligations under this Agreement.
- 22. Notices.** All notices to be sent to Contractor shall be sent to the address shown above. All notices to be sent to CAMILLO shall be sent to the address shown below. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope. Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via facsimile transmission shall be deemed given upon transmission and confirmation of receipt and notices sent via certified mail in accordance with the foregoing shall be deemed given when delivered (whether accepted or refused) as established by the U.S. Postal Service return receipt.
- 23. Attorney's Fees.** In the case of any breach of this Agreement or other Dispute (as defined herein) the prevailing party shall be entitled to recover its costs of Court, expert witness fees and any necessary and reasonable attorney's fees.

[signature page follows]

I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT THERE ARE NO OTHER AGREEMENTS EITHER ORAL OR WRITTEN.

Executed on this _____ day of _____, 20____ (the “Effective Date”).

CAMILLO PROPERTIES LLC

CONTRACTOR

By: _____
_ Name:
Title:

By: _____
Name:
Title:

CAMILLO NOTICE ADDRESS:

CAMILLO PROPERTIES LLC
Attention: Legal Department
13141 Northwest Freeway
Houston, Texas 77040