

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement between Owner and Contractor (the "Agreement") is effective 10/31/2014

BETWEEN: **MUEngineers, Inc. [the owner]**

3440 NE 12th Avenue
Oakland Park, FL 33334

AND: **Shiff Construction & Development, Inc. [the general contractor]**

3201 North Federal Highway, Suite 212
Fort Lauderdale, FL 33306

WHEREAS, Owner finds that the Contractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Owner's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. MATERIAL AND LABOR PROVIDED

The Owner agrees to contract directly with all sub-consultants and sub-contractors. The sub-consultants and sub-contractors will provide all of the material and labor required to perform the work for the interior 2nd floor build out of the office space located at 3440 NE 12th Avenue, Oakland Park, FL and as indicated on the construction documents prepared by MUEngineers, Inc. and dated 10/06/2014.

The Owner agrees to provide and pay directly all sub-consultants and sub-contractors for all materials, tools and equipment required for the prosecution and timely completion of the work.

The Owner hereby agrees to pay all applicable permit fees.

The contractor agrees to act as the General Contractor for the above mentioned project as required by the local building department.

2. PAYMENT

The owner hereby agrees to pay the Contractor sum of \$500.00 for the general contracting services at the completion of the project.

3. COMPLETION OF THE WORK

The Contractor shall not be responsible for any scheduling or delays or completion date of the project. The completion of the work shall be the owner's sole responsibility.

4. MODIFICATIONS TO THE WORK

All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work

must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

5. ACCESS

The Owner, Owner's representative and public authorities shall at all times have access to the work.

6. CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

7. INSURANCE COVERAGE

The Owner agrees to maintain full insurance on the above-described work during the progress of the work, in his own name.

The Contractor agrees to obtain insurance to protect himself against claims for property damage, bodily injury or death due to his performance of this agreement.

8. DELAYS

In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes. The contractor is not responsible for any construction delays what so ever.

9. INDEMNIFICATION

In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the Owner the sum of \$0.00 per year as liquidated damages until such time as the work is completed.

10. NO ASSIGNMENT

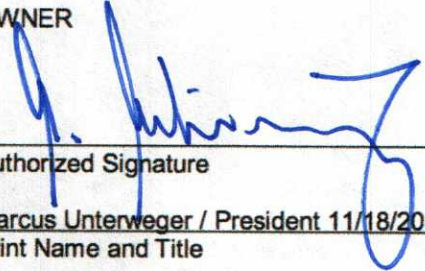
Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

11. GOVERNING LAW

This agreement shall be interpreted under laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


OWNER



Authorized Signature

Marcus Unterweger / President 11/18/2014
Print Name and Title

CONTRACTOR



Authorized Signature

Justen Shiff / President 11/18/2014
Print Name and Title

