

**AGREEMENT BETWEEN
THE PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION
AND**

The **PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION** (hereinafter "Association"), and _____ (hereinafter "Contractor") do hereby enter into this agreement according to the intentions, purposes, understandings, terms and conditions set forth below.

WITNESSETH:

1. Beginning and Ending Agreement Dates. This Agreement begins on the date on which the Association's duly authorized representative(s) sign(s) and date(s) this Agreement, and shall run from _____ through _____ and shall continue on a month to month basis unless 30 days' notice of termination is given by either party.

2. Contractor's Qualifications. The Contractor hereby represents and warrants that it is in the business of providing ASBESTOS REMEDIATION as an expert, professional, independent contractor, and that the Contractor has the necessary knowledge, experience, professional work staff, professional supervisory staff, equipment, training, and other resources to perform the work specified in this Agreement in a first class workmanlike manner according to the terms and conditions of this Agreement, and according to recommended practices, industry standards, and high professional standards.

3. Contractor's Pledge of Performance. The Contractor hereby pledges to furnish all labor, supervision, materials, machinery, equipment, and professional expertise necessary to perform the work under this Agreement in accordance with EXHIBIT ONE, "STATEMENT OF WORK FOR _____" which exhibit is incorporated by reference herein and made a part hereof. The Contractor further affirms that the Contractor is familiar with the site conditions which will or might affect the Contractor's delivery of service(s) under this Agreement, and that the Contractor has satisfied itself as to the terms and implications embodied in EXHIBIT ONE and in the other requirements of this Agreement. The Contractor shall exercise all due care, skill, and diligence in the conduct and prosecution of the work as set forth in the "Statement of Work." The Contractor shall have a competent foreman on duty and in charge of all working crew(s) at all times who has a telephone or other receive/send telecommunications means readily at hand. The Contractor's employees, and the employees of the Contractor's subcontractors, shall be bonded in a manner acceptable to the Association and as may be specifically set forth in the "Statement of Work."

4. Subcontractors. The Contractor may not engage a subcontractor to perform any aspect of work under this Agreement without the express written permission of the Association.

5. Work Hours. Work shall be performed during the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday each week. Any activity pursuant to this Agreement that the Contractor wishes to perform at times other than the times set forth above shall not commence without the prior express written permission of the Association.

6. Time is of the Essence. Time is of the essence with respect to the delivery and performance of services under this Agreement.

7. Warranties. The Contractor warrants the Contractor's workmanship and materials for a period of __ (__) year following satisfactory completion of the work and pledges to provide the originals of manufacturers' product warranties upon request.

8. Contractor's Business License/Compliance with Local, State, and Federal Laws. The Contractor's business license number is _____, which license shall be kept current during the full term of this Agreement, and during any extension of this Agreement. The Contractor expressly warrants that the Contractor's work under this Agreement shall be in full compliance with all applicable local, state, and Federal codes, ordinances and regulations, including without limitation occupational health and safety, naturalization and immigration, environmental, insurance, and tax laws and regulations. The Contractor's employees shall be properly trained, licensed, and certified as needed during the full term of this Agreement, and during any extension of this Agreement.

9. Permits, Inspections, and Certifications. The Contractor shall be responsible to secure any required permits, inspections, and certifications for the work under this Agreement unless otherwise expressly stated in this Agreement. The costs for such permits, inspections, and certifications are not included and will be billed separately.

10. Fees and Payments. For the services rendered under this Agreement, the Association shall make payments to the Contractor according to the schedule of fees, payments, and other provisions set forth in **EXHIBIT TWO, "SCHEDULE OF FEES AND PAYMENTS,"** which exhibit is incorporated by reference herein and made a part hereof. Any payment made by the Association under this Agreement shall not be deemed to be an admission by the Association as to the sufficiency of the work covered, and shall not constitute a waiver of any express or implied warranties.

11. Deficient Performance. Notwithstanding the fees and payments provisions in Section 10 above, and notwithstanding the termination provisions in Section 21 below, if in the Association's opinion the Contractor's performance is deficient with respect to materials, labor, or services, the Association reserves the right to withhold all or partial payment after notification to the Contractor of the deficiencies. The Association shall allow the Contractor three (3) days to correct the same. The Contractor shall remedy any defect of workmanship or materials as quickly as possible, but certainly within the stipulated time period, or immediately upon notification if such defect endangers life, health, or property. If the Contractor fails to correct the deficient work within the stipulated time, an administrative charge equaling ten percent (10%) of the total Agreement value may be deducted from the amount that would otherwise be due to the Contractor, and such deduction shall not be reimbursable to the Contractor even after correction of the deficient work.

12. Contractor's Responsibility for Damage. The Contractor's work arrangements, work practices, materials, machinery, and equipment shall be of such types and quality as to satisfactorily complete the work without injury or damage to any Association owner, resident, guest, invitee, staff, representative, agent, or property. Any and all damage that is sustained to anyone or anything shall be restored to a pre-damaged condition by the Contractor immediately, and at the Contractor's sole expense. The Association reserves the right of initiate remedial action at the Contractor's sole expense if the Contractor delays in taking remedial action.

13. The Independent Contractor Relationship. The parties hereby expressly agree that the Contractor is and shall be an independent contractor and is not an employee of the Association. All workers, supervisors, and managers of the Contractor performing any of the work under the terms of this Agreement shall be employees of the Contractor and shall in no way and under no circumstances be considered employees of the Association. The Contractor agrees that it shall supply and be responsible for its own tools, equipment, and materials unless expressly stated otherwise in writing.

14. Contractor's Insurances

A. Policies/Limits of Coverage. The Contractor shall carry the following insurances through an insurance carrier acceptable to the Association during the full term of this Agreement, and during any extension of this Agreement:

1. General Liability/Property Damage: Not less than: \$ 2,000,000 in the Aggregate. General Liability/Property Damage policy sub-limits for each occurrence shall be not less than:

Products - Completed Operations:	\$ 2,000,000
Personal and Advertising Injury:	\$ 1,000,000
Fire Damage:	\$ 1,000,000
Medical Payments (any one person):	\$ 10,000
2. Excess (Umbrella) Liability	\$ 0
3. Automobile Liability: Combined single limit:	\$ 1,000,000
4. Worker's Compensation:	In accordance with State law

B. Certificate(s) of Insurance. Proof of the currency and extent of the Contractor's insurance coverage is presented in **EXHIBIT THREE, "CERTIFICATE(S) OF INSURANCE,"** which exhibit is incorporated by reference herein and made a part hereof. The original(s) of such certificate(s) of insurance shall be received by the

Association directly from the Contractor's insurance agent prior to the commencement of the Contractor's work. The Association shall be the certificate holder, and both the Association and the Association's Managing Agent shall be named as additional insureds. All applicable insurance certificate(s) shall be received by the Association prior to the beginning of the work set forth in this

Agreement. Any delay in the delivery of said certificates may be deemed a default by the Contractor at the Association sole discretion. The Contractor shall keep such insurance in force at the limits set forth above during the full term of this Agreement, and during any extension of this Agreement.

C. Any Cancellation or Change in Insurance Coverage. The Contractor shall notify the Association of any change whatsoever in the status or provisions of any of the Contractor's insurance converges within 72 hours of the Contractor's knowledge or anticipation of same. Notwithstanding any provision herein to the contrary, a lapse or cancellation of the Contractor's insurance shall be grounds for immediate termination of this Agreement.

15. Access to the Work Site. The Association and its designated representatives shall have access to the work site at all times, and shall have the right to examine the supplies, materials, equipment, and work practices of the Contractor, all at times of the Association's choosing.

16. Contractor's Waiver of Liability, and Pledge of Indemnification

A. Waiver of Liability. The Contractor, and the Contractor's subcontractors through understandings between the Contractor and its subcontractors, hereby expressly agrees to be held fully liable, to waive any claims of liability against, without limitation, the Association, its Board of Directors, its owners, residents, guests, invitees, agents, and representatives, and to waive any right of subrogation, for any and all injuries or damages of any sort, including consequential and/or incidental damages, all expenses including attorney's fees, causes of actions, and claims or obligations arising out of or related to any acts, omissions, or negligence on the part of the Contractor or its subcontractors.

B. Indemnification. In addition, the Contractor, and the Contractor's subcontractors through understandings between the Contractor and its subcontractors, hereby expressly agrees to indemnify, to hold harmless, and to defend, without limitation, the Association, its Board of Directors, its owners, guests, invitees, agents, and representatives against any and all claims and obligations, injuries, and damages of any sort, consequential and/or incidental damages, all expenses including attorney's fees, causes of actions, and claims and obligations arising out of or related to any acts, omissions, or negligence on the part of the Contractor or its subcontractors.

17. Waiver and Breach. A waiver by the Association or any breach of any term or condition of this Agreement shall not be deemed a waiver of any other term or condition of this Agreement, and shall not be deemed a waiver of any subsequent breach by the Contractor.

18. Extras and Deletions. The parties agree that the provision of labor and the procurement of materials or equipment which are needed for the satisfactory completion of the work, and which are unspecified or inadequately specified in this Agreement, shall require the prior mutual written agreement of both parties, and the parties agree further that such labor, materials, and equipment shall be billed at prices specified in this Agreement, or according to standard and reasonable charges if not specified in this Agreement. Deletion(s) of work to which the Contractor is committed under this Agreement shall require the prior written consent of the Association, and any such deletion(s) shall reduce the Association's total payment obligation to the Contractor according to the prices specified in this Agreement, or according to standard and reasonable charges if not specified in this Agreement.

19. Chemical Sensitivity. If the Association or the Contractor is notified by one or more residents that the use of some product, equipment, or material might be hazardous to that person's health, including without limitation, any notice or claim under the Americans with Disabilities Act (ADA), Fair Housing Act, or any similar law or regulation, the Association reserves the right to notify the Contractor before the service is performed to omit that service, and the Contractor shall delete the cost of the service not performed from the total price of the Agreement. The Association shall provide notice to the Contractor within seventy-two (72) hours of its receipt of any such notice or claim from a resident. The Contractor agrees to work with the Association and resident to reach a reasonable compromise which may include, without limitation, omission of use of the objectionable material, product, or equipment, use of another material or application procedure and/or use of warning signs, with the additional costs, if any, to be negotiated between the parties.

20. Waiver and Release of Lien Rights. The Contractor, both for itself and through understandings with its subcontractors, hereby warrants that all invoices for work performed under this Agreement shall be free from all claims against the Association by the Contractor, the Contractor's subcontractors, laborers, suppliers, and materialmen, and hereby expressly waives and releases any and all mechanic's and materialmen's lien rights against the property of the Association to which the Contractor or its subcontractors might be entitled under any act, statute, ordinance or other provision at law or in equity. At the Association's sole option and prior to any payment, the Contractor, at the Association's request, shall furnish the Association with an affidavit and lien waiver in a form acceptable to the Association stating that the Contractor and the Contractor's laborers, subcontractors, suppliers, and materialmen providing goods and services under the provisions of this Agreement have been paid, and that all lien rights against the Association have been relinquished.

21. Termination

A. The Association may terminate this Agreement with or without cause upon seven (7) days written notice, or immediately in the event that a failure of the Contractor endangers the Association's owners, residents, or property. In the event of termination, the Association may make independent arrangements for completion of the work. The Association reserves all rights to pursue any claims against the Contractor and to seek any remedies at law or in equity, the expenses of which, including reasonable attorney's fees, shall be born solely by the Contractor. Termination pursuant to the terms of this Agreement shall not relieve the Contractor of its obligations hereunder.

B. In the event of termination, the Association shall pay only for work satisfactorily performed and materials satisfactorily procured and received by the Association prior to the notice of termination. Pending final resolution of any claim for payment made by the Contractor, the Association may withhold any sums unpaid for work completed prior to the notice of termination. There shall be no termination fee imposed by either party. If the parties cannot agree upon the final amount, if any, to be paid to the Contractor, any dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association, or any other arbitral body or proceeding at the sole discretion of the Association, but with the concurrence of the Contractor.

22. Notice. In the event notice is required in connection with this Agreement, such notice shall be deemed given when delivered personally in writing or when mailed by means of the United States Postal Service, certified postage prepaid, as follows:

If the Association:	Parkfairfax Condominium Unit Owners Association Attn: Mark Miller, General Manager 3360 Gunston Road Alexandria, VA 22302
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If the Contractor:

23. Assignability. The Association and the Contractor each binds itself, its successors, assigns, and legal representatives to such other party with respect to all covenants, understandings, and obligations contained in this Agreement. This Agreement or any payments due hereunder is not assignable by the Contractor without the prior written permission of the Association. A change in ownership of the Contractor of more than fifty percent (50%) shall be considered an assignment.

24. Interpretation. The laws of the Commonwealth of Virginia shall govern the interpretation of this Agreement.

25. Paragraph Headings. The paragraph headings within this Agreement exist solely for the convenience of the Association and the Contractor, and have no legal effect on the interpretation of the provisions contained herein.

26. Severability. In the event any part or provision of this Agreement shall be adjudged unlawful or unenforceable, any lawful intent of the part or provision, and the remainder of this Agreement, shall nonetheless survive and remain in full force and effect.

27. Entire Agreement. The parties agree that this Agreement, including the exhibits and attachments referenced herein, is the entire Agreement between the parties, and agree further that any change to the provisions of this Agreement shall be made in writing and signed by both parties.

In witness thereof, the **PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION**, which is the Association, has caused the name of its President and/or other officer of the Association to be signed and dated, and **ENVIROTEX** which is the Contractor, has caused the name of its duly authorized representative to be signed and dated, all pursuant to due and proper authority.

FOR THE PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION:

President

Date: _____

Officer

Date: _____

Authorized Representative

Date: _____

Exhibits incorporated by reference herein:

Exhibit One
Exhibit Two
Exhibit Three
Exhibit Four

PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION

EXHIBIT ONE

PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION

EXHIBIT TWO

SCHEDULE OF FEES AND PAYMENTS

Exhibit Three

CERTIFICATE(S) OF INSURANCE

The Parkfairfax Condominium Unit Owners Association

Exhibit Four

Site map

(Attached)