Honey DO 2 Honey DONE, LLC

TERMS AND CONDITIONS

1. **SCOPE OF WORK**
   The Contractor will provide all services, materials and labor for the Services at the worksite. This includes building and construction materials, necessary labor and site security, and all required tools and machinery. The Owner is responsible for the cost of materials.

2. **APPLICABLE PERMITS**
   Where applicable, the Owner must apply for and obtain permits required for the Services from the City for the work to be done and must pay any fees required for the permit.

3. **PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS**
   The Contractor shall make available to the Owner all plans, specifications, drawings, blueprints, and similar construction documents necessary for the completion of the services and for obtaining any applicable permits. Any such materials remain the property of the Contractor and the Owner will promptly return all such materials to the Contractor upon completion of the services.

4. **COMPLIANCE WITH LAW**
   The Contractor shall provide the Services in compliance with all applicable federal, state, and local laws and regulations.

5. **WORKSITE AUTHORIZATION AND ACCESS**
   The Owner warrants that the Owner owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, the Owner shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of the Owner's property will be clearly identified. The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. The Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. The Contractor also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

6. **MATERIALS AND/OR LABOR PROVIDED**
   The Contractor shall provide to the Owner a List of each and every party furnishing materials and/or labor to as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This List of materials and/or labor shall be attached to this Contract as Exhibit A. The Contractor declares, under

the laws of the State of Iowa, that this list is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described. The Contractor may substitute materials only with the express written approval of the Owner, provided that the substituted materials are no lesser quality than those previously agreed upon.

7. PAYMENT

The Owner shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the Owner fails to pay for the Services when due, the Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

8. INSURANCE

Before work begins under this Contract, the Contractor, at request of the Owner, shall furnish certificates of insurance to the Owner substantiating that the Contractor has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Iowa and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

9. WARRANTY

The Contractor shall perform all Services in a professional and workmanlike manner consistent with industry standards. All labor provided by the Contractor is warranted for a period of one (1) year from the date of completion. Any parts or materials installed will be covered solely by the manufacturer’s warranty, if applicable.

10. UTILITIES

The Owner shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Contract after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. The Owner shall, at the Owner's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. The Owner shall permit the Contractor to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

11. INSPECTION

The Owner shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at the Owner's expense.

12. DEFAULT

The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure of the Owner to make a required payment when due.

b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.

c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.

d. The failure of the Owner to make the building site available or the failure of the Contractor to deliver the Services in the time and manner provided for in this Contract.

13. OPPORTUNITY TO CORRECT

In addition to any and all other rights a party may have available according to law of the State of Iowa, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 10 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 10 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

14. FORCE MAJEURE

If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

15. DISPUTE RESOLUTION

The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

16. ENTIRE CONTRACT

This Contract together with the short form contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract or contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral contracts between the parties.

17. SEVERABILITY

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

18. AMENDMENT

This Contract may be modified or amended in writing if the writing is signed by all parties.

19. GOVERNING LAW

This Contract shall be construed in accordance with and governed by the laws of the State of Iowa, without regard to any choice of law provisions of Iowa or any other jurisdiction.

20. NOTICE

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

21. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Iowa Notice of Right to Lien

Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien registry provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property.

The mechanics' notice and lien registry internet address:
https://sos.iowa.gov/mnlr/index.aspx
Toll-free telephone number: (515) 281-5204