

and material delivered on the ground, properly housed and protected, will be paid each month as nearly as the progress of the work will justify, and final payment shall be made within thirty (30) days after this contract has been fulfilled. All payments shall be made upon written certificate of the local Architect to the effect that such payments have become due.

It is further agreed by and between the parties to this agreement as follows:

First. Alterations.

That no charge of any kind shall be made by said party of the first part against said party of the second part beyond or in excess of the sum of Twenty-two thousand nine hundred forty four (\$22,944) dollars for the full performance of this contract, unless the said party of the second part shall alter the aforesaid plans, drafts, specifications or explanations, in which case the value of such alterations shall be added to the amount to be paid in this contract, or deducted therefrom as the case may require; it being expressly understood that the said party of the second part may, from time to time, make any alterations of, to and in the said plans, drafts, specifications and explanations, upon the terms aforesaid.

Second. Architects.

Should any dispute arise respecting the true construction of said plans, drafts, specifications or explanations, the same shall be decided by said Architects above mentioned, or such other Architect in good standing, as said party of the second part shall appoint to oversee said building, and their or his decision shall be conclusive and final.

Third. Damages sustained by persons or property.

That the said party of the first part shall be solely responsible for any injury or damage sustained by any or all person or persons, or property, during or subsequent to the progress and completion of the work hereby agreed upon, from or by any act or default of said party of the first part, and shall be responsible over the party of the second part for all costs, and damages which said party of the second part may legally incur, by reason of such injury or damage; and that said party of the first part shall give all usual, requisite and suitable notice to all parties whose estate or premises may or shall be in any way interested in or affected by the performance of said work and shall hold party of the second part harmless for any damage sustained, or expense arising from neglect or accident on the part of themselves or their men and will protect the said party of the second part against suits for infringement on any patent devices which may be used.

Fourth. Extra Work.

That no extra work of any kind shall be performed or extra material