

PRODUCTION

Contract



Platinum Series



Dealer: **Town Of Grand Lake CO**

Contract number: NS5630 F

Client: **Space 2 Create**

Number of Boxes: 7

Total Sq. Ft.: 7,694

Date: June 11, 2025

Platinum Series Estimate



Corporate Office: 203 Industrial Drive, Redwood Falls, MN 56283
Plant Locations: Redwood Falls MN and Watertown SD

Date: **6/11/2025**
 Dealer: **Town Of Grand Lake CO**
 Project Name: **Space 2 Create**
 Client Email: **[REDACTED]**
 Client Cell: **[REDACTED]**
 Site Address: **Block 3 Grand Lake**
 City: **Grand Lake**
 State: **Colorado** Zip: **80447**
 Job Number: **NS5630 F**
 Plan Details: **Custom**
 Salesman: **Lawrence Scott**
 Series: **Platinum**

Project Details

Customized Model: Custom Plan	Number of Windows: 54
Style of home: Multi Family	Number of Doors:
Size of Box 1: 11.0 X 80.0	<i>External:</i> 18
Size of Box 2: 11.0 X 92.0	<i>Single:</i> 16
Size of Box 3: 17.0 X 92.0	<i>Double:</i>
Size of Box 4: 11.0 X 80.0	<i>Bi-fold:</i> 36
Size of Box 5: 11.0 X 92.0	<i>Pocket:</i>
Size of Box 6: 17.0 X 92.0	<i>Barn Door:</i> 5
Size of Box 7: 17.0 X 46.0	<i>Sliding Patio:</i>
Total Square FT: 7,694	<i>French/Atrium:</i>
Number of Baths: Full: 9 Half: _____	
Cabinets:- <i>Base:</i> 165 ft <i>Upper:</i> 133 ft	Base Price: \$862,689
2 x Bedroom Units (Side A)	
2 x Bedroom Units (Side B)	
2 X Studio Units	
2 x Bedroom Units (Side A)	
2 x Bedroom Units (Side B)	
2 X Studio Units	
1 X Studio Units	

Option Details

QTY	DETAILS	PRICE	TOTAL
FLOOR SYSTEM			
	2 x 12 Joists at 16 O.C. for over 14'6" wide		INCL.
	Double Rim Joists on outside edges with End Floor Bridging		INCL.
	Triple Center Rim Joists with joist hangers		INCL.
	Thermax Insulated Rim Boards		INCL.
	3/4" Tongue and Groove OSB Sub-Flooring, Glued and Nailed		INCL.
	STC Floor Assembly Excluded		N/A
	STC Floor Assembly Excluded		N/A
	Belly Paper Excluded		N/A
	Prow Front Excluded		N/A
	Deck Excluded Size: Material: Handrail:		N/A
	Hitch Location: Normal		
	****1 x Common Crawl Space with Access Door from Riser Room ****		
WALL SYSTEM			
EXTERIOR			
	2 x 6 studs at 16" o.c. with 2 x 6 double top plate		INCL.
	1/2" gypsum board on walls, screwed and glued		INCL.
	Structural Bracing on Interior of longitudinal walls and mating walls, stapled and glued		INCL.
	7/16" OSB Exterior Sheathing		INCL.
	Continuous sill seal		INCL.
	Double 2 x 10 headers over openings		INCL.
	Intersecting interior walls secured with lag screws		INCL.
	Drywall on mating wall screwed and glued		INCL.
	9' Ceiling Height		\$8,196
INTERIOR			
	2 x 4 Studs at 16" o.c.		INCL.
	2 x 6 Studs at 16" o.c. for plumbing wall only		INCL.
	1/2" Gypsum Board		INCL.
INSULATION			
	Walls: R-21 plus R-5 Closed-Cell Polyiso Foam		\$10,047
	Roof: R-50 Blown Fiberglass Insulation (R-49 Batt Where Needed for Vaults)		Excluded
	Rim: R-21 Thermax		INCL.
	Batt Insulation at Energy Heel of Truss		INCL.
	All penetrations in external walls sealed		INCL.
	Sound Insulation Excluded Location:		N/A

QTY	DETAILS						PRICE	TOTAL		
ROOF SYSTEM										
	75-99 PSF Ground / 57.8-76 PSF Roof Snow Load Engineered Trusses							\$10,576		
		Roof Pitch						Excluded		
	90 mph Vasd / 115 mph Vult (3 Second Gust) Wind Loading							INCL.		
	Insulated Attic Access		Hall Each Unit		Crawl Space Access:	TBD		INCL.		
	Omit Shingles			Color:	N/A			Excluded		
	Synthetic Roof Underlayment							INCL.		
	7/16" OSB Exterior Sheathing							INCL.		
	Ice Dam Protection (Ice and Water shield), 2 Rows (5'-8" up roof)							INCL.		
	Steel Roof Edge							INCL.		
	Omit Overhangs							Excluded		
	Omit Soffit and Fascia			Color:				Excluded		
	5/8" sheetrock ceiling adhered with foam spray glue							INCL.		
	Fold-up end gable trusses with building wrap							INCL.		
	No Dormers				Location:			N/A		
	No Dormers				Location:			N/A		
	No Bumpout				Location:			N/A		
	No Bumpout				Location:			N/A		
	Omit Roof Truss Package (Temporary EPDM to Roof Modules)							-\$22,197		
SIDING										
	Omit Siding (To be supplied and installed by Others onsite)				Color:			-\$6,155		
	No Wide Window or Door Trim				Color:			N/A		
	No Extra Siding Options		Location		Color:			N/A		
	No Extra Siding Options		Location		Color:			N/A		
	No Extra Siding Options		Location		Color:			N/A		
	No Extra Siding Options		Location		Color:			N/A		
WINDOWS AND DOORS										
54	Double Hung Vinyl Low Windows							INCL.		
54	Upgrade window color		Exterior Color:	Black		Interior Color:	White	\$172	\$9,288	
	No Transom Window			Location:					N/A	
	No Transom Window			Location:					N/A	
	No Trap or Bay Window			Location:					N/A	
54	Window Grills, Colonial (per window)			Location:	All Windows			\$44	\$2,376	
54	Window breather tubes - Required						\$17.18	\$928		
	Upgrade Window Options Excluded		Location:						N/A	
9	Main Entrance Door 6'8":	Fiberglass Paintable 1/2 Decorative Glass			Color:	Primed White		\$648	\$5,832	
8	Second Entrance Door 6'8":	Fiberglass Paintable Full Clear Glass			Color:	Primed White		\$885	\$7,080	
	Extra External Door/s 6'8":	Door Upgrade Options Excluded			Color:	Primed White			N/A	
18	Aluminum Clad External Door Jamb, Maintenance Free						\$342	\$6,156		
	No Sidelights for External Door		Location:						INCL.	
	No Transom Window over Entrance Door								INCL.	
18	Additional STD Deadbolt		Location:	All Exterior Doors			\$32	\$576		
18	Custom Paint color per External Door or Sidelight			Color:	Black			\$359	\$6,462	
	Additional Vinyl Sliding Patio Door/s (Includes Sliding Screen)								N/A	
	No Additional Patio Door Options								N/A	
	Upgrade to French/Atrium door/s								N/A	
16	Internal 6'8" Single Doors:	Painted Molded Solid Core			Style:	A2	Color:	White (99)	INCL.	
	Internal 6'8" Double Doors:	None			Style:		Color:		N/A	
36	Internal 6'8" Bi-Fold Doors:	Painted Molded Solid Core			Style:	A2	Color:	White (99)	STD	
	Internal 6'8" Pocket Doors:	None			Style:		Color:		N/A	
5	Internal 6'8" Barn Doors:	Painted Molded Solid Core			Style:	A2	Color:	A2	\$491	\$2,455
	Pantry Door 6'8":	No Pantry Door			Barn Door Hardware:		Satin Nickel			N/A
	Standard Painted Molded Millwork and Jamb Material			Style:	155 / 238		Color:	White (99)		INCL.
	No Interior Door Toppers			Location:						N/A
1	Henley Lever Front Entry Door Hardware			Finish:	Satin Nickel					\$46
17	Henley Garage & Other Entrance Door Hardware			Finish:	Satin Nickel			\$40	\$682	
52	Twin Peaks (Layton) Lever Interior Door Hardware			Finish:	Satin Nickel			\$17	\$893	
18	ADA Threshold to Exterior Doors			Location:	All External Doors			\$94	\$1,692	
76	Enlarge Doors to 36"			Location:	All Doors			\$29	\$2,204	
1	*** STD 20min Fire Rated 2 Panel Steel door to Riser Room ****									INCL.

QTY	DETAILS							PRICE	TOTAL
INTERIOR FINISHES									
	No Tray Ceiling		Location:					N/A	
	No Additional Ceiling Options		Location:					N/A	
	No Additional Ceiling Options		Location:					N/A	
	No Stairwell Per Plans		Style:					INCL.	
	Orange peel Drywall Finish to Ceilings & Walls								INCL.
	90° Drywall corners		Transition Height:	None				N/C	
	Single Coat of tinted flat vapor barrier latex primer, sprayed and rolled					Color:	Snowbound	INCL.	
	No Barnwood Feature Wall		Location:			Color:		N/A	
CLOSETS									
	Bedrooms - One level of wood shelving, with built-in hanging rail								INCL.
	Linen - Three levels of wood shelving		Pantry - Five Levels of wood shelving					INCL.	
	No Additional Closet Shelving		Location:					N/A	
	No Additional Closet Shelving		Location:					N/A	
FLOORING									
7694	T/O Remaining:	Luxury Vinyl Plank		Color:	To Be Selected		\$3.26	\$25,082	
	Beds / Closets:	Carpeting 40oz on 8lb Carpet Pad		Color:	To Be Selected			INCL.	
	Other Room:	No Floor Covering		Color:	None			INCL.	
	Other Room:	No Floor Covering		Color:	None			INCL.	
	Other Room:	No Floor Covering		Color:	None			INCL.	
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	Other Room:	No Floor Covering		Color:	None			INCL.	
	Other Room:	No Floor Covering		Color:	None			INCL.	
	Other								

QTY	DETAILS							PRICE	TOTAL		
ELECTRICAL											
	Siemens 200 Amp, 40 Space, Electrical Service panel with 4' 6" cable length for installation in basement (where necessary)								INCL.		
	Electrical Panel Location:	TBD									
	Nutone Cordless Door Chime at front door								INCL.		
	TV/Phone jacks in up to five locations, rough-in only with pull wires								INCL.		
	No Additional TV/Phone Locations				Location:				N/A		
18	Exterior GFCI Outlet/s (1 included as Standard)			GFCI Location:	Each Exterior Door			\$57	\$969		
	All boxes mounted to studs								INCL.		
	Smoke and Carbon Dioxide Detectors per code								INCL.		
	Nutone 80 CFM Bath Fan with LED Light - 1.5 Sones								INCL.		
	LED Downlight over tub/shower and sink								INCL.		
	Standard Satin Nickel lighting package								INCL.		
126	6" LED Down Light				Location:	Allowance		\$57	\$7,182		
	No Additional Lighting				Location:				N/A		
	No Additional Lighting				Location:				N/A		
	No Additional Lighting				Location:				N/A		
	Ceiling Fans Excluded				Location:				INCL.		
	Dawn Outdoor Light								INCL.		
	No additional Electrical				Location:				N/A		
	No additional Electrical				Location:				N/A		
1	Prep for Solar Panels (Conduit to Roofline)				Location:			\$86	\$86		
	No additional Electrical				Location:				N/A		
	No additional Electrical				Location:				N/A		
					Location:				N/A		
PLUMBING AND HEATING											
	Pex water supply lines w/shut off valves run to central point below joists				Location:	Below Water Heater			INCL.		
	PVC Drain, Waste and Vent Piping stubbed through floor for onsite connection								INCL.		
	Radon Venting installed through walls, to be connected on site				Location:	TBD			INCL.		
	Revent pipe to all basement homes				Location:	None			INCL.		
	Exterior Frost Free Faucet, Installed (One included in Base Price)				Location:				None		
	No Upgraded Vanity Sinks				Location:				INCL.		
9	Tall Elongated 1.6 Gallon Water Efficient Toilets				Location:	All Bathrooms		\$97	\$873		
	Stainless Steel 9" Kitchen Sink			Single Bowl		Top Mount			INCL.		
8	9" Stainless Steel Sink (Additional)			Single Bowl	Location:			\$321	\$2,568		
	Single Lever Chrome Faucets Throughout (Unless Upgraded Below)								INCL.		
9	Satin Nickel Upgrade Plumbing Package								\$9,639		
	No Additional Plumbing			Location:						N/A	
9	4pc Set of Skyline Bath Accss. supply only (Matching Plumbing Package)			Location:	All Full Bathrooms			\$143	\$1,287		
2	Handheld w/ Slidebar ILO STD Fixture (Matching Plumbing Package)			Location:	ADA Bathrooms			\$207	\$414		
4	Grab Bars available in 18", 36", 42" (Matching Plumbing Package)			Location:	ADA Bathrooms			\$63	\$252		
	No Additional Plumbing			Location:						N/A	
3	Shower 1:	FiberglassTub/Shower Unit/s as per plans		Walls:		Floors:		Pattern		INCL.	
	Feature/Accent: None						Grout Colo				
4	Shower 2:	FiberglassTub/Shower Unit/s as per plans		Walls:		Floors:		Pattern		STD	
	Feature/Accent: None						Grout Colo				
2	Shower 3:	ADA Shower Unit 62"W X 37"D		Walls:		Floors:		Pattern	To be Selected	\$2,198	\$4,396
	Feature/Accent: None						Grout Colo				
	Shower Accessories:		No Tile Shower Aecessories		Color:					N/A	
	Shower Accessories:		No Tile Shower Aecessories		Color:					N/A	
	Shower Accessories:		No Tile Shower Aecessories		Color:					N/A	
	No Shower Door				Shower Door Style:					N/A	
	No Shower Door				Shower Door Style:					N/A	
	No Bath Tubs		Decking:		Backsplash:					N/A	
	HVAC Boots and Registers Installed								N/A		
9	Cove Heating Allowance to Entire Home (Specs to be Confirmed)							\$2,062	\$18,558		
	Programmable Thermostat								N/A		
	Cold Air Return Excluded								N/A		
9	R4LA-240E Electric Tankless Water Heater				Specify Gas Type for Mechanical:				\$1,050	\$9,450	
9	Panasonic FV-06VE1 ERV (Dealer/Client to confirm with Local Inspector)								\$15,770		
9	Cove Heating Allowance to Riser Room & Work Spaces (Specs to be Confirmed)							\$1,100	\$9,900		
FIREPLACE											
	Fireplace Excluded				Specify Gas Type:					N/A	
	No Fireplace Accessories				Color:				N/A		
	No Fireplace Accessories				Color:				N/A		
	No Fireplace Accessories				Color:				N/A		
	No Fireplace Accessories				Color:				N/A		

QTY	DETAILS				PRICE	TOTAL
APPLIANCES						
9	Range:	GRF400PV	GE 30" Stainless Free Standing, Self Clean Electric Range		\$889	\$8,001
	Cook Top:		Omit Cooktop			INCL.
9	Microwave:	JNM3163	GE Stainless Over the Range 1.6 cu ft, 300cfm, 950 Watt	Non-Vented	\$337	\$3,033
	Vent Hood:		Omit Vent Hood			INCL.
9	Refrigerator:	GSE25	GE Stainless Refrigerator 25.3 cu ft, Side by Side, Ice & Water		\$2,015	\$18,135
9	Dishwasher:	GDF511	GE Stainless Dishwasher, 4 Cycle		\$640	\$5,760
	Garbage Disposal:		Omit Garbage Disposal			INCL.
9	Washer:	GUD27	Ge Unitized Spacemaker 3.8 cu ft Capacity Washer and Dryer		\$1,605	\$14,445
	Dryer:		Omit - Prep for Electric			INCL.
	Additional Appliance:		Additional Appliances Excluded			INCL.
2	Additional Appliance:		ADA Appliance Allowance		\$975	\$1,950

ADDITIONAL OPTIONS OR VARIATIONS

	Decks, Stairwells, Patios		Excluded
	Fire Sprinkler and Alarm System Onsite By Contractor		Excluded
	Northstar Systembuilt to supply all shop prints - Client to supply all Architchtural and Engineering Drawings		Excluded
13	Shrink Wrapping Fee	\$2,150	\$27,950
	*****Price Estimate based on conceptual drawings dated 05/25/25****		
	Shipping in 13 Loads (Shipping Estimate based on Shipping from Watertown SD)		
	Additional cost of site reinspection/s due to non factory related non-conformance will be passed on to the Buyer.		
	****Discount Based on project being signed up prior to end of day Monday June 30 2025****		-\$20,000

Total Contract Price:

Base Price	\$862,689
Materials Surcharge	\$25,881
Options Total	\$218,514
Freight Estimate*	\$146,510
Other Fees	N/A
Other Fees	N/A
Other Fees	N/A
CO Label fee	\$2,150
Sales Tax	Excluded
TOTAL	\$1,255,744

Acceptance of Estimate

This estimate, specifications and pricing, together with its terms and conditions overleaf, may be accepted by signing below and returning a copy of this contract and the relevant floorplan, or by providing an official purchase order reflecting the above mentioned pricing and specifications. To the extent a purchase order may contain terms inconsistent with the conditions, specifications and terms of this contract, the Parties agree that the conditions, specifications and terms of this contract control and supersede those in the purchase order.

Once this contract is accepted by the Seller it forms the agreement between the Manufacturer / Seller, Northstar Systembuilt LLC, and the Dealer as named above.

Signature of Authorized Dealer Rep:

Name: _____

Position / Title:

Date: _____

Payment Terms

1. A non-refundable deposit of 10% is to be paid on acceptance of this proposal with an additional 15% due 6 weeks prior to production.
2. 70% of total proposal value plus any additional change orders to be paid within five days of manufacturing completion (before shipment).
3. 5% retainage due 90 days after delivery to site.

Payment Methods

ACH or Wire Transfers to be made to:

Account No.: 1010020392
Account Name: Northstar Systembuilt LLC
Bank Name: Minnwest Bank, M.V.
Routing No.: 091915845

Checks payable to:

Northstar Systembuilt LLC, Attn: Accounts Receivable, 203 Industrial Dr. Redwood Falls, MN 56283

Validity

The prices quoted herein are firm for fourteen (14) days from the date hereon and thereafter subject to our confirmation or revision. Price/s quoted are based on the quantities as detailed, current market pricing of materials, and are based upon Seller's point of shipment. Any increase or decrease of these quantities could affect the price quoted. Buyer will pay all freight and insurance for delivery of Goods to Project and insurance for Goods once delivered to jobsite. If any freight and insurance are paid by Seller, such amounts will be charged to and paid by Buyer, as will any increases to quoted freight cost due to change of destination, road conditions, delays, time onsite, additional fuel surcharge, or other such increases.

Conditions of Contract

1. The Goods: Seller agrees to supply a modular structure (hereinafter the "Goods") in accordance with the Project Plans and Drawings, Notes, Specific Exclusions, and Specifications referenced in this Agreement, to be used in the construction of a modular home by the Buyer for the above referenced Project, and Buyer agrees to purchase the Goods from Seller, in accordance with the terms and provisions of this Agreement.

2. Construction:

- 2.a. Project Plans and Drawings: Seller agrees to construct the Goods based on the information and dimensions shown on the Modular Drawings and Color Selection Form.
- 2.b. It is agreed that the plans and specifications are to be followed as closely as reasonably possible, but Seller reserves the right to vary from the plans and specifications where necessary to comply with the intention of the Seller and the Buyer, including when necessary to comply with scheduling, availability of material, mechanical installations, building codes and where the Goods will be installed (if known to Seller). Minor changes are to be expected due to site conditions and availability of materials. Some minor imperfections in material and workmanship are to be expected.

3. Seller's Responsibilities - General:

- 3.a. To direct and control the manufacturing of the Goods in accordance with the terms of this Agreement and applicable laws and regulations.
- 3.b. To maintain appropriate comprehensive general liability insurance to help cover injury to persons and property damage arising out of the performance of the Goods.

4. Buyer's Responsibilities - General:

- 4.a. To advise the Seller in writing prior to the time this Agreement is executed of any condition on the jobsite that would affect the Seller's ability to perform.
- 4.b. To provide for freight, insurance, and storage of the Goods and any and all costs and/or labor associated with erecting and/or installing the Goods into the Project.
- 4.c. To pay storage fee of \$150 per module per month for any modules that have to be stored by Seller for longer than 30 days at buyers request.

5. Ownership of Materials, Delivery and Possession:

- 5.a. Title of Goods shall pass to Buyer upon delivery of Goods to carrier or other third-party transport agent designated by Buyer, at which time Buyer shall assume the risk of loss of the Goods.
- 5.b. Seller and Buyer agree that the Goods must be removed from the Seller's location by the Buyer within 5 days of full payment. Unless otherwise agreed, risk of loss of the Goods shifts to Buyer when Goods are delivered to carrier or other third-party transport agent designated by Buyer.
- 5.c. Buyer acknowledges and agrees that Seller shall have the right and ability to place and record a mechanic's lien, materialman's lien or similar lien, and to maintain the same on the Project in accordance with applicable law Seller's sole discretion, until such time as Seller is paid in full under the terms of this Agreement.

6. Change Orders/Extra Work: Any changes to the price, scope of work, or terms of this Agreement shall be agreed upon in writing by both parties, as evidenced by a written Change Order (prepared by the Seller), and referring to this Agreement. Buyer shall be responsible for any additional costs or schedule delays resulting from a Change Order. Changes made after the Submittal Drawings have been approved may result in delay of production and installation dates, which shall entitle Seller to an equitable adjustment to the schedule.

7. Trailer Frames: Trailer frames remain the property of the Seller and the Buyer takes full responsibility for them while they are onsite. Rental fee of \$100 per month per frame will be charged on trailer frames if not returned to Seller within thirty days of delivery date.

8. Delay: The Seller agrees to diligently pursue the construction after the execution of this Agreement but shall not be responsible for any delays to the construction resulting from strikes, acts of God, Buyer's failure to approve the Submittal Drawings, Buyer's failure to access or prepare the jobsite, work stoppages or delays imposed, created or caused by any governmental, tribal, or union agency actions, pandemics, any acts or omissions of the Buyer, additional time necessitated by additional work requested by Buyer, or any act or omission outside of Seller's reasonable control. Buyer must respond to any RFI (Requests for Information) within 12 hours from the time Buyer sends the request. If buyer does not respond within 12 hours, Seller has the right to extend the schedule.

9. Contract Price Variation with Delay in Commencement: Where commencement is delayed for a period greater than 90 days from contract acceptance, the Seller reserves the right to review the Contract Price as Material Costs, and/or specific Project quotes, may have expired.

10. Insurance: Seller shall be responsible for appropriate insurance coverage on the Goods only while any Goods are in the process of construction at Seller's premises. Seller shall not be responsible for insuring any Goods once delivered to the carrier or other third-party transport agent. Buyer understands it is required to obtain applicable insurance to cover the risk of loss of the Goods once they are delivered to the carrier, other third-party transport agent, or otherwise leave the Seller's premises. Buyer shall provide Seller with proof of said insurance on Goods prior to delivery to carrier, other third-party transport agent, or departure from Seller's premises.

11. Limited Warranty: Seller warrants that the Goods shall be free from material defects caused by faulty workmanship and defective materials for one (1) year from the date when Buyer takes delivery of the Goods. Where Buyer has requested Seller use non-standard materials, Buyer accepts full responsibility and liability for the suitability of such products. Misuse, normal wear and tear, and normal maintenance are expressly excluded, and any and all incidental or consequential damages occurring from or associated with site erection (i.e. mould, moisture, wear, etc.) are also expressly excluded. To avail itself of the Warranty, the Buyer must notify Seller at the time of discovery of any non-conforming materials. Whereupon, Seller shall be provided reasonable opportunity to investigate the claim and value all testing reports obtained to justify the rejection of the materials. Any failure to comply with this procedure shall constitute the Buyer's waiver of any remedy otherwise available for a breach of the Warranty.

12. Disclaimer and Waiver of Warranties: Except for the limited warranty set forth in Section 11, Seller hereby expressly disclaims any and all other warranties relating to the Goods, whether express or implied, including warranty of merchantability or fitness for a particular purpose, warranties of habitability and workmanlike construction, to the full extent allowed by law. Seller also, to the full extent allowed by law, disclaims any warranty, whether express or implied, for any work completed by the Buyer, or any subcontractor contracting through the buyer, relating to the construction, preparation, or assembly of the Goods at the project site. Buyer understands that there may be additional written warranties covering the Goods, or any appliance or component thereof, which may have been provided by third parties. Seller shall deliver to Buyer copies of any and all written warranties supplied by said third parties but delivery shall not constitute an adoption of any such warranties by the Seller. Buyer acknowledges that any such warranties have not been made by the Seller and that the Seller is not an agent of any such third party.

13. Limitation of Damages: Buyer and Seller jointly waive any and all claims against each other for incidental, indirect, and consequential damages of any kind arising out of or in any manner relating to this Agreement or the Goods. This mutual waiver includes but is not limited to damages incurred for rental expenses, loss of use, income, profit, financing, business, goodwill and reputation, for loss of management or employee productivity or the services of such persons, principle office expenses including the compensation of persons stationed there. This mutual waiver is applicable without limitation to all consequences due to either parties' termination. Notwithstanding anything herein to the contrary, the maximum aggregate amount of money damages for which Seller may be liable to pay under this agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by Buyer to Seller under this Agreement.

14. Termination and Cancellation:

14.a. Except as provided below, either Party may terminate this Agreement in the event of a material breach by the other Party after providing such breaching party written notice of the breach (in accordance with paragraph 14 below) and providing the breaching party ten (10) days to cure any breach noticed thereby.

14.b. Seller may terminate this agreement if any payment called for in the Agreement is hereunder is not received as scheduled after providing written notice (in accordance with paragraph 14 below) and providing the Buyer ten (10) days to cure any breach noticed thereby.

14.c. Upon termination of this Agreement, Seller may elect to retain all sums paid by Buyer to Seller, including any deposit hereunder or Change Order payment as liquidated damages. In addition, Seller shall have all remedies provided by law including all such lien rights as may then apply. The breaching party shall be responsible for the non-breaching party's costs of enforcement and collection under this Agreement, including reasonable attorney's fees and expenses associated therewith.

15. Notice: Any requirement of the UCC or other applicable statute of reasonable notice shall be met if such notice is given at least ten (10) days before the event or thing giving rise to the requirement of notice. All notices or communications hereunder shall be in writing, personally delivered, delivered by overnight courier service, sent by facsimile or other electronic transmission (with confirmation of receipt), or sent by certified mail, return receipt requested, addressed to the other Party at its respective address stated on page one (1) of this Agreement, or at such other address as such Party shall from time to time designate in writing to the other Party, and shall be effective from the date of receipt.

16. Miscellaneous:

16.a. Conduct. Buyer shall at all times conduct itself in accordance with applicable laws and regulations and shall ensure that its actions do not violate any law or regulations to which Seller is bound.

16.b. Amendment. This Agreement shall not be amended, modified or altered without the express written consent of each Party to this Agreement.

16.c. Entire Agreement. This Agreement, including any attachments hereto, constitutes the entire agreement between Seller and Buyer with respect to the subject matter referred to herein and supersedes all prior promises, agreements or representations of any nature whatsoever relating to the same.

16.d. Sales Tax. Unless quoted separately, no sales tax or any other state tax is included in these prices. Buyer shall be responsible for any and all applicable taxes.

16.e. Assignment: Buyer may not transfer or assign this Agreement or any provisions thereof to another party without the written approval of Seller and any attempt to do so shall be null and void.

16.f. No Waiver. No delay or omission on the part of the Seller in exercising any right it may have under this Agreement shall operate as a waiver of such right or of any other remedy under this Agreement. A waiver on one occasion shall not be construed as a waiver of any such right or remedy on a future occasion.

16.g. Execution of Documents. The Parties hereby agree to execute any and all documents necessary to implement fully the terms and conditions of this Agreement. Further, the Parties shall sign such supplementary documents as may be necessary to implement the intent of this Agreement. This includes any documents that may be necessary to correct or amend any possible errors in the documents that are intended to form a part of this Agreement.

16.h. Severability. If any term or provision of this Agreement is held by any court to be unenforceable or prohibited by law, the rights and obligations of the Parties shall be construed and enforced with that term or provision limited so as to make it enforceable to the greatest extent allowed by law, or if it is totally unenforceable, as if this Agreement did not contain that particular term or provision.

16.i. Counterparts. This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original, but all of which when taken together shall constitute one and the same Agreement.

16.j. Headings. Section and paragraph headings in this Agreement are included for convenience of reference only.

16.k. Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without regard to its conflicts of laws provisions. Any disputes arising out of or relating in any way to this Agreement shall be determined by and venued in the state courts of Redwood County, Minnesota. The only exception to choice of law and venue relate to any mechanics' lien claims of Seller, which shall be determined and venued in the state courts where the Project is located under the law of the state where the Project is located.

16.l. Attorneys' Fees. The parties agree that Seller shall be entitled to recover its reasonable attorneys' fees and collection costs incurred in enforcing the terms of this Agreement.

16.m. Indemnity. To the fullest extent permitted by law, the Buyer shall defend, indemnify, and hold harmless Seller, including their affiliates, subsidiary entities, employees, officers, directors, agents and assigns ("Indemnified Parties"), from any and all suits or claims alleging damages or injuries to persons or property, or liabilities resulting therefrom, arising out of, or in any manner connected with Buyer's performance or materials, including all suits and claims for which any or all of the Indemnified Parties, may be or may be claimed to be liable, and including all suits and claims that arise either during construction or after completion of the project. The Buyer understands and agrees that this paragraph obligates the Buyer to defend and indemnify the Indemnified Parties from all suits and claims that allege negligence or other wrongful conduct on the part of the Indemnified Parties. The Buyer's obligation under this paragraph shall exclude, however, liability for such damages or injury when such damages or injury are caused by the sole fault of the Indemnified Party seeking indemnity pursuant to this paragraph. The purchaser understands and agrees to undertake this obligation regardless whether the injured party asserting a suit or claim is an employee of the Buyer. The Buyer's obligation hereunder shall not be limited by the operation of a workers' or workman's compensation act, any disability act, or any other employee benefit act. The Buyer understands and agrees that this paragraph obligates the Buyer to pay any and all legal fees and expenses incurred by the Indemnified Parties in defending any suit or claim brought against them that arises out of or is in any manner connected with Seller's performance or materials, as well as any legal fees and expenses incurred in connection with enforcing this paragraph. The Buyer further agrees to obtain, maintain and pay for commercial general liability insurance to the fullest extent available, including completed operations coverages, to secure the provisions of this paragraph, and to name each indemnitee as an additional insured on the policy.

16.n. Jury Waiver. The parties hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either buyer or seller arising out of this agreement.

16.o. Authority. The person signing this agreement hereby represents that he or she is over the age of 18, is competent and has the authority to execute this Agreement and perform the duties set forth herein and has read and understands the terms and conditions herein.

We thank you for the opportunity of presenting this submission and look forward to hearing from you.

Yours sincerely



Lawrence Scott

Sales & Marketing Manager

Phone: 507.320.9561

Email: lawrence.scott@northstarsb.com

Accepted for Northstar Systembuilt, LLC:

JOB NUMBER: **NS5630 F**

SIGNATURE OF AUTHORIZED PERSON: _____

NAME: _____

POSITION: _____

DATE: _____