

# CONSTRUCTION CONTRACT

## EXAMPLE

THIS AGREEMENT, made and entered into this date, \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter called CONTRACTOR, and **NPC QUALITY BURGER, INC.**, hereinafter called OWNER.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - The CONTRACTOR shall provide all the materials and perform all the work required for the remodeling of a building known as a **WENDYS #** in accordance with the Exhibit List and Exhibits attached to this Construction Contract.

**EXHIBIT "A": FOUR (4) PAGE ADDENDUM TO CONTRACT OUTLINING REQUIRED CRITERIA IN REGARD TO INVOICING AND LIEN WAIVER REQUIREMENTS.**

If Contractor secures any permits on this project on behalf of NPC International, NPC International shall reimburse Contractor for 100% of the costs of the permit.

The building to be constructed is the premises described as **WENDYS #** located at: \_\_\_\_\_

ARTICLE 2 - The total Contract price is **----- (\$00) --- DOLLARS** which shall be paid by OWNER to CONTRACTOR as hereinafter set forth.

2.1 OWNER shall have the right to make any alterations in the work under this Contract, but such alterations shall not be made unless upon the written order of OWNER. The value of the work added or omitted shall be ascertained in advance and agreed between the OWNER and CONTRACTOR, and shall be added to or deducted from the Contract price.

ARTICLE 3 - OWNER, at its expense shall furnish all equipment and furniture as indicated on drawings and in specifications. OWNER shall also be responsible for obtaining an Architect's Seal, if required; and further any revisions or changes to the specifications and drawings required by the building code of any governmental authority shall be considered an additional expense.

**ARTICLE 4 - The CONTRACTOR shall complete the whole of the work embodied in this Agreement \_\_\_\_\_ () days from the commencement of construction.** Time is an essential part of this Agreement.

If not completed within this period of time, without limiting its other remedies, OWNER may take whatever reasonable steps it deems appropriate to complete the building and may deduct any costs in such completion from the amount owed the CONTRACTOR. In addition, the OWNER may retain the sum of \$500.00 for each day that the contract remains incomplete after the completion date as set forth above.

**ARTICLE 5 -** The total sum to be paid by the OWNER to the CONTRACTOR for the work required by this Agreement shall be as noted in Article 2, subject to additions and deductions for alterations, and such shall be paid by OWNER to CONTRACTOR. See Article 24 for definitions of "Occupancy" and "Construction is Complete".

OWNER agrees to pay 90% of monthly payment requests submitted by the CONTRACTOR if such requests are presented in such form that all charges and completed work are broken down in definable percentages to the completed project. (A standard AIA application for payment is required.)

5.1 In the event OWNER does not make payment of any installment, as set forth above, within thirty (30) days after the designated due date, CONTRACTOR will have right to stop all construction work until full payment is made, provided the CONTRACTOR is not negligent or performing outside the terms of this Contract.

5.2 CONTRACTOR shall be under a duty to satisfy OWNER during the progress of construction that all the bills for labor and materials are currently paid. CONTRACTOR shall not be entitled to payments hereunder until it shall have satisfied OWNER that all obligations for labor and materials are satisfied.

5.3 CONTRACTOR shall be obligated to furnish OWNER with lien waivers from SUBCONTRACTORS and MATERIAL SUPPLIERS for all pay requests including the initial request.

**ARTICLE 6 -** If at any time there shall be evidence of any lien or claim for which if established, the OWNER shall become liable and which is chargeable to CONTRACTOR, OWNER shall have the right to retain out of any payment due or thereafter to become due, an amount sufficient to completely indemnify it against any such lien or claim. Should there prove to be any such claim after all payments are made, the CONTRACTOR shall refund to OWNER all monies that the latter may have been compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor's default.

**ARTICLE 7 -** OWNER shall during the progress of the work maintain builders' risk insurance thereon. The policy shall cover all work incorporated in the building and all materials for same in or about the premises and shall name as insured the parties hereto.

ARTICLE 8 - CONTRACTOR shall stand in the relation of an independent contractor and is to have entire charge, control, and supervision of all the work, and the OWNER shall not in any manner be answerable or accountable for any violation of any city or state laws or for any injury or damage occasioned by CONTRACTOR's negligence or of anyone in its employ, to any person or their properties; and CONTRACTOR covenants and agrees to make good to the OWNER any loss or expense so incurred, together with reasonable attorney's fees.

ARTICLE 9 - This Contract shall inure to the benefit of and shall be binding upon the parties, their heirs, legal representatives, successors and assigns.

ARTICLE 10 - ENUMERATION OF CONTRACT DOCUMENTS: The Contract Documents are as noted in Paragraph 11.1 of the General Conditions and enumerated as follows:

#### ARTICLE 11 - CONTRACT DOCUMENTS

11.1 The Contract Documents consists of this agreement (which includes the General Conditions), the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all amendments, and Change Orders. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, and equipment necessary for the proper execution and completion of the work and the terms and conditions of payment therefore, and also to include all work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

11.2 The Contract Documents first examined the signature herein shall be proof thereof, shall be signed by the OWNER and the CONTRACTOR. By executing the Contract, the CONTRACTOR represents that he has visited the site and familiarized himself with all local conditions under which the work is to be carried out and performed.

11.3 The term "Work" as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

#### ARTICLE 12 - ARCHITECT:

12.1 The OWNER will provide general administration of the Contract during the construction period.

12.2 The OWNER shall at all times have access to the work wherever it is in preparation and progress.

12.3 The Owner has authority to reject work which does not conform to the Contract Documents and to stop the work, or any portion thereof, if necessary to insure its proper execution.

**ARTICLE 13 - OWNER:**

13.1 The OWNER shall furnish all surveys if CONTRACTOR and OWNER mutually agree. However, the furnishing of surveys shall not relieve CONTRACTOR from any error found or determined therein.

**ARTICLE 14 - CONTRACTOR:**

14.1 The CONTRACTOR shall supervise and direct the work, using his best skill and attention. The CONTRACTOR shall be solely responsible for all construction means, method techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

14.2 Unless otherwise specifically noted, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work. Job phone must be provided unless existing phone is available. Contractor shall receive, inspect, and provide any necessary storage for owner provided equipment.

14.3 The CONTRACTOR shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person.

14.4 The CONTRACTOR warrants to the OWNER that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective.

14.5 The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the work.

14.6 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work mode, method or means and shall promptly notify the OWNER thereof.

14.7 The CONTRACTOR shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the CONTRACTOR.

14.8 The CONTRACTOR at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the work “broom clean” or its equivalent, except as otherwise provided and specified.

14.9 The CONTRACTOR agrees to indemnify and save harmless the OWNER, its agents, servants, employees, successors and assigns, from any and all actions, rights of action, causes suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance under this contract work in progress, work done or contemplated and/or any related services due, done or to be done on behalf of OWNER, its agents, servants, or employees. In any and all claims against the OWNER or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone of whose acts any of them may be liable the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under Workmen’s Compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 15 - SEPARATE CONTRACTS: The OWNER has the right to let other contracts in connection with the work and the CONTRACTOR shall properly cooperate with any such other contractor in furtherance of the work; however, CONTRACTOR shall not be relieved hereunder by any subcontractor or similar agreement.

ARTICLE 16 - ARBITRATION: All claims or disputes arising out of the Contract or the breach thereof except default or termination shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen, such reasonable time shall in no event extend beyond one (1) year from the date the work was done out of which the dispute arises or material furnished or supply shall have been done or the material or supply delivered on the contract site.

ARTICLE 17 - TIME:

17.1 All time limits stated in the Contract Documents are of the essence of the Contract and CONTRACTOR upon award hereof shall commence and pursue with all due diligence until completion of all work necessary for completion within time limits.

17.2 If the CONTRACTOR is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the CONTRACTOR's control, then the Contract time shall be extended by Change Order for such reasonable time as the OWNER and CONTRACTOR may determine.

#### ARTICLE 18 - PAYMENTS:

18.1 Payments shall be made as provided in Article 5 of this Agreement.

18.2 Payments may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the CONTRACTOR to make payments properly to subcontractors or for labor, materials, or equipment, (4) damage to another contractor, or (5) unsatisfactory prosecution of the work by the CONTRACTOR.

18.3 Final payment shall not be due until the CONTRACTOR has delivered to the OWNER a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the OWNER indemnifying him against any lien, loss or expense therein.

18.4 The making of final payment shall constitute a waiver of all claims for work by the OWNER except those arising from (1) unsettled liens, (2) faulty or defective work appearing after substantial completion, (3) failure of the work to comply with the requirements of the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims for payment by the CONTRACTOR except those previously made in writing and still unsettled.

#### ARTICLE 19 - PROTECTION OF PERSONS AND PROPERTY:

The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable protection to prevent damage, injury or loss to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules and regulations, and orders of any public authority having jurisdiction for the safety of person or property caused in whole or in part by the CONTRACTOR, and subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR.

#### ARTICLE 20 - CONTRACTOR'S LIABILITY INSURANCE:

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims under Workmen's Compensation Acts or similar acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the CONTRACTOR'S operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them. This insurance shall provide public liability protection for all operations necessary and incidental to carrying out the terms and conditions of the operations contained herein, including, but not limited to, public liability, contractual and non-owned, all said coverage's having broad form protection. Same shall continue throughout the term of the Contract including any extensions made thereto. CONTRACTOR shall submit to OWNER prior to commencement of construction, certificates of insurance showing CONTRACTOR'S fulfillment of insurance requirements herein.

### **WORKERS' COMPENSATION**

Standard limits of: \$100,000 each accident  
 \$500,000 policy limit  
 \$100,000 each employee

### **GENERAL LIABILITY**

\$1,000,000.00 Each Occurrence  
 \$2,000,000.00 Aggregate for Products Liability  
 \$1,000,000.00 Each Occurrence All Other Losses  
**\$3,000,000.00** General Aggregate  
 Maximum Deductible: \$25,000.00

**Certificate of Insurance naming: NPC QUALITY BURGER, INC.**  
**720 West 20<sup>th</sup> Street**  
**Pittsburg, KS 66762**

**As certificate holder and additional insured.**

### **ARTICLE 21 - CHANGES IN THE WORK:**

21.1 The OWNER without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by written change order signed by the OWNER.

21.2 The contract sum and the contract time may be changed only by change order.

21.3 The cost or credit to the OWNER from a change in the work shall be determined by mutual agreement before executing the work involved. All approved changes in work requests may include an overhead and profit markup not to exceed ten percent (10%) of the actual costs required for the change.

#### ARTICLE 22 - CORRECTION OF WORK:

The CONTRACTOR shall correct any work that fails to conform to the requirements of the Contract Documents during the progress of the work and shall remedy any defects due to faulty materials, equipment or workmanship which may appear within one (1) year after substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by subcontractors as well as to work done by direct employees of the CONTRACTOR.

#### ARTICLE 23 - TERMINATION BY THE OWNER:

If the CONTRACTOR defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the OWNER may, after seven (7) days written notice to the CONTRACTOR and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR or, at this option, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the contract sum exceeds the expense of finishing the work, such excess shall be paid to the CONTRACTOR, but if such expense exceeds such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER within seven (7) days from written notice.

ARTICLE 24 - The term "Occupancy" for the purposes of this Agreement, shall be defined and construed to mean when OWNER takes possession of the premises, have received Certificate of Occupancy from local Health Department and commences business operations with the general public.

The term "Construction is Complete", for the purposes of this Agreement, shall be defined and construed to mean when all items of a final inspection report, accomplished by OWNER have been corrected and acceptance of construction is presented to the OWNER by the CONTRACTOR.



ARTICLE 25 - It is agreed that CONTRACTOR'S request for progress payments pursuant to Article 5 constitutes a certification that all suppliers', employees' and subcontractors bills for the work covered by the request have been paid in full. Before final payment is made, CONTRACTOR will supply OWNER with (1) a waiver of contractor's lien rights, and (2) an affidavit in form satisfactory to the owner that all bills of suppliers, subcontractors, and employees have been paid.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

\_\_\_\_\_  
(CONTRACTOR – AUTHORIZED OFFICER/AGENT)

By: \_\_\_\_\_

Date: \_\_\_\_\_

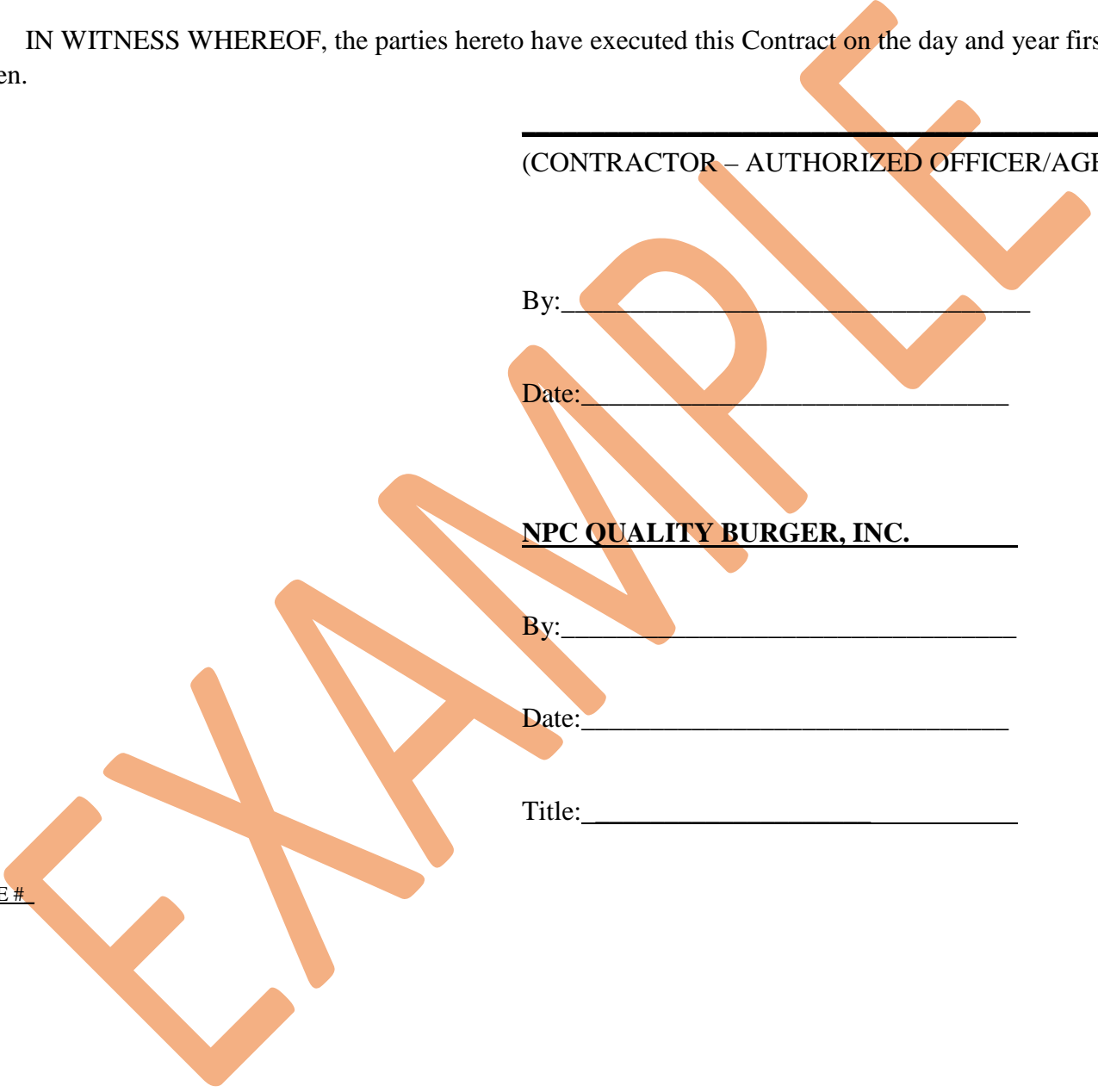
**NPC QUALITY BURGER, INC.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

STORE #



**EXHIBIT "A"**  
**ADDENDUM TO CONTRACT**  
**DEVELOPMENT PROJECTS**

**IN ORDER TO PROCESS PAY APPLICATIONS, THE FOLLOWING CRITERIA MUST BE MET:**

✓ **PAY APPLICATION #1:**

- CONTRACT MUST BE FULLY EXECUTED (REF. ARTICLE 11 OF CONTRACT)
- PAY APPLICATION MUST BE SUBMITTED ON STANDARD AIA FORM (REF. ARTICLE 5)
- PAY APPLICATION #1 CANNOT EXCEED 40% OF CONTRACT AMOUNT
- TOTAL AMOUNT COMPLETED & STORED TO DATE MUST JUSTIFY PAYMENT REQUEST
- CERTIFICATE OF INSURANCE PROVIDED (REF. ARTICLE 20)
- UPDATED SUB-CONTRACTOR AND MATERIAL SUPPLIERS ON PROJECT PROVIDED
- CONDITIONAL LIEN WAIVER FROM GENERAL CONTRACTOR
- CONDITIONAL LIEN WAIVERS FROM ALL SUB CONTRACTORS/MATERIAL SUPPLIERS FOR AMOUNT COMPLETED AND STORED TO DATE
- LIEN WAIVERS REQUIRED AS PER ARTICLE 5 – PARAGRAPH 5.3 OF CONTRACT

✓ **SUBSEQUENT PAY APPLICATIONS:**

- GENERAL CONTRACTOR MUST PROVIDE FINAL LIEN WAIVERS FOR PREVIOUS PAYMENTS
- GENERAL CONTRACTOR TO PROVIDE FINAL LIEN WAIVERS FROM ALL SUB-CONTRACTORS/MATERIAL SUPPLIERS FOR PREVIOUS PAYMENTS
- GENERAL CONTRACTOR TO PROVIDE CONDITIONAL LIEN WAIVER FOR AMOUNT BEING REQUESTED
- GENERAL CONTRACTOR TO PROVIDE CONDITIONAL LIEN WAIVERS FROM ALL SUB-CONTRACTORS/MATERIAL SUPPLIERS FOR AMOUNT BEING REQUESTED
- TOTAL AMOUNT OF COMPLETED & STORED TO DATE MUST JUSTIFY PAYMENT REQUEST PER PAGE 2 OF AIA FORM.

✓ **FINAL PAY APPLICATION (RETAINAGE):**

- GENERAL CONTRACTOR TO PROVIDE FINAL/UNCONDITIONAL LIEN WAIVERS FROM ALL SUB-CONTRACTORS AND MATERIAL SUPPLIERS PER SUB-CONTRACTOR LIST. (REF. ARTICLE 18 – PARAGRAPH 18.3 OF CONTRACT)
- GENERAL CONTRACTOR TO PROVIDE FINAL/UNCONDITIONAL LIEN WAIVER FOR ALL PAYMENTS MADE TO THEM TO DATE.
- GENERAL CONTRACTOR TO PROVIDE CONDITIONAL LIEN WAIVER FOR THE FINAL (RETAINAGE) INVOICE.
- RETAINAGE INVOICE SHOULD BE 10% OF CONTRACT AS OUTLINED IN CONTRACT.

**Note:** *If Job Superintendent is not an employee of the General Contractor, the Job Superintendent must be listed as a Sub-Contractor on the sub-contractor list provided to NPC.*

**EXHIBIT "A"**  
**ADDENDUM TO CONTRACT**  
**DEVELOPMENT PROJECTS**

**CHANGE ORDERS:**

- MUST BE SIGNED AND APPROVED
- COPY OF APPROVED CHANGE ORDER MUST BE ATTACHED TO PAY APPLICATION.
- CHANGE ORDER MUST PROVIDE DETAIL OF WORK PERFORMED

**LIEN WAIVERS:**

**LIEN WAIVERS MUST BE OBTAINED FROM THE GENERAL CONTRACTOR; ALL SUB-CONTRACTORS; AND MATERIAL SUPPLIERS AS DETAILED OUT ON PAGE 1 OF EXHIBIT A.**

**ALL LIEN WAIVERS MUST BE ON STANDARD FORM (SEE PAGES 3 AND 4 OF EXHIBIT "A").**

**ALL LIEN WAIVERS MUST INCLUDE THE FOLLOWING INFORMATION:**

- **UNIT #**
- **UNIT LOCATION**
- **WORK PERFORMED**
- **NAME OF GENERAL CONTRACTOR AND/OR NAME OF SUPPLIER/SUB CONTRACTOR**
- **AMOUNT OF RELEASE**
- **SIGNED BY AN AUTHORIZED AGENT OF COMPANY**
- **SIGNATURE NOTARIZED**
- **DATED**

**THE FOLLOWING ARE THE DEFINITIONS OF LIEN WAIVERS:**

- **CONDITIONAL LIEN WAIVER –RELEASES LIEN RIGHTS UPON PAYMENT OF SPECIFIED AMOUNT ON LIEN WAIVER.**
- **UNCONDITIONAL LIEN WAIVER – ACKNOWLEDGES RECEIPT OF PAYMENT AND RELEASES ALL LIEN RIGHTS IN THAT AMOUNT.**
- **FINAL/UNCONDITIONAL LIEN WAIVER – ACKNOWLEDGES RECEIPT OF PAYMENT IN FULL ON PROJECT AND RELEASES ALL LIEN RIGHTS.**

***ATTACHED ARE THE STANDARD LIEN WAIVER FORMS THAT MUST BE USED BY THE GENERAL CONTRACTOR; SUB-CONTRACTORS AND/OR MATERIAL SUPPLIER. NO OTHER LIEN WAIVER FORM WILL BE ACCEPTABLE.***

**AFFIDAVIT AND WAIVER OF LIEN**  
**GENERAL CONTRACTOR FORM**

Partial/Conditional     Payment to Follow/Conditional     Final/Unconditional

STATE OF: \_\_\_\_\_ SS  
 COUNTY OF: \_\_\_\_\_

\_\_\_\_\_ being duly sworn states that he/she is the \_\_\_\_\_ of  
 (Name of Officer) (Title)

\_\_\_\_\_, **General Contractor**, having contracted with **NPC QUALITY  
 BURGER, INC., Owner**, to furnish certain

materials and/or labor as follows: \_\_\_\_\_  
 (description)

for a project known as **WENDYS # \_\_\_\_\_** located at: \_\_\_\_\_, and owned by  
**NPC INTERNATIONAL, INC.** and does hereby further state on behalf of the aforementioned General  
 Contractor.

**(PARTIAL WAIVER)** that there is due to the Contractor the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

- receipt of which is hereby acknowledged; or
- payment of which has been promised as the sole consideration of this Affidavit and  
 Partial Waiver of Lien which is given solely with respect to said amount and which  
 waiver shall be effective only upon receipt of payment thereof by the undersigned:

**(FINAL/UNCONDITIONAL)** that the final balance due to the contractor is the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

- receipt of which is hereby acknowledged; or
- the payment of which has been promised as the sole consideration of this Affidavit  
 and Final Waiver of Lien which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner of said premises, any and all lien or claim  
 whatsoever on the above-described property and improvements thereon on account of LABOR or material or both,  
 furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further  
 certifies that no other party has any claim or right to a lien on account of any work performed or material  
 furnished to the undersigned for said project, and within the scope of this affidavit and waiver.

**(GENERAL CONTRACTOR)**

\_By: \_\_\_\_\_  
 (Authorized Representative) (Title)

WITNESS MY HAND AND NOTARIAL SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Notary Public



# DocuSign Instructions & Tips

You must have a valid email address to utilize DocuSign to sign NPC International's construction contracts.

# Introduction

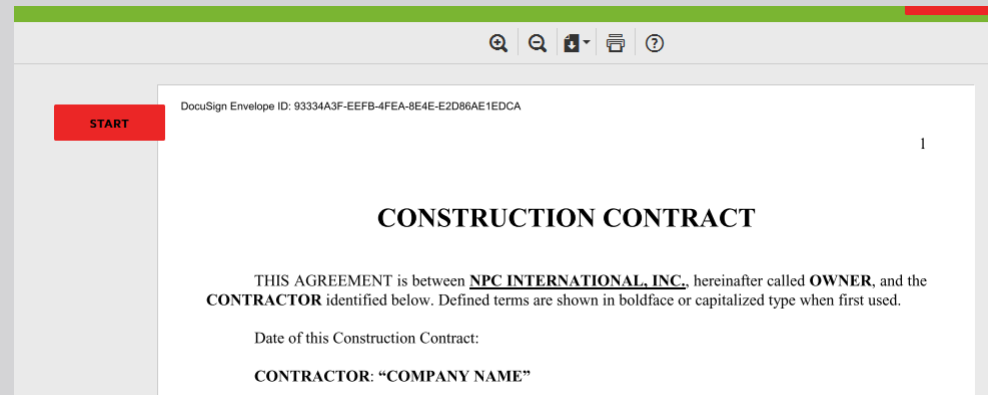
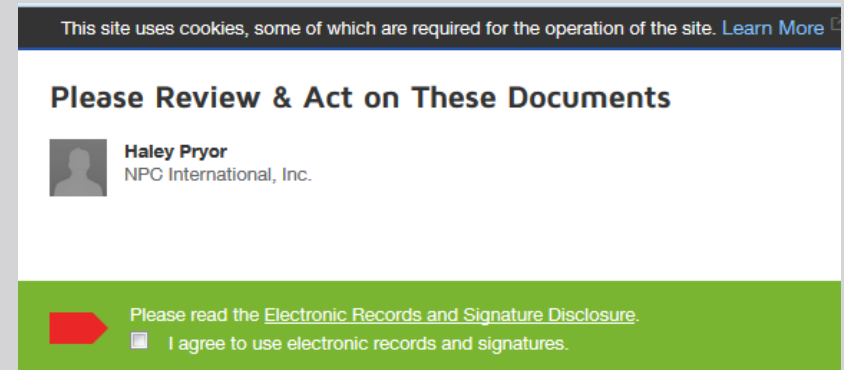
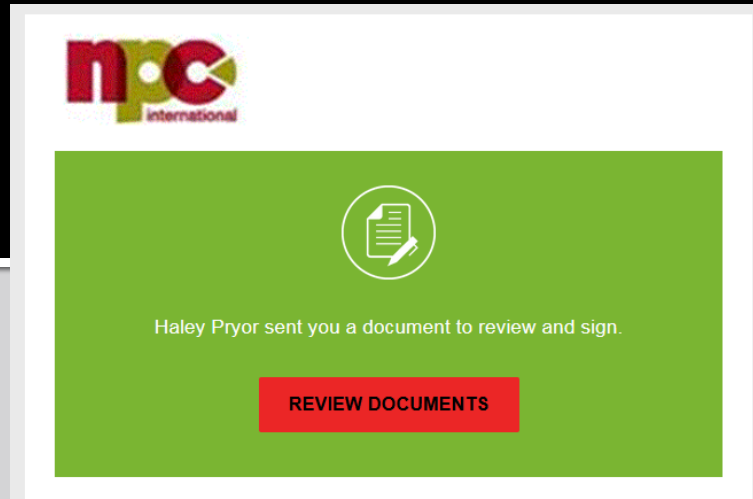
- DocuSign is an online software and the property of DocuSign, Inc. and is utilized by NPC and many other companies to sign documents electronically.
  - NPC is not requiring you to “sign up” for DocuSign to be considered, however we will expect the construction contract to be signed using this software.
- More information regarding DocuSign may be found at the companies website <https://www.docusign.com/>.

# The Initial Email Notification

NPC's development team will initiate the construction contract through DocuSign, which will send an email notification to the email address you provide. This notification will look similar to the top picture.

You will click "Review Document" and be taken to a webpage where you can review the document and follow the prompts to initial, sign, or provide other information as requested. (See bottom picture)

Once you have completed the required fields, click finish.





# Saving and/or Printing your Contract

After you finish signing the contract, you will see a message similar to the top picture. NPC is not requiring you to sign up for a DocuSign account to save your document. Once the contract has been signed by NPC you will receive a second email notification similar to the bottom picture. You will then be able to click the link and download the fully executed copy.

**Save a Copy of Your Document**

Sign up for a FREE DocuSign account today and sign all your documents electronically.

**Email**  
contractorhaley@gmail.com

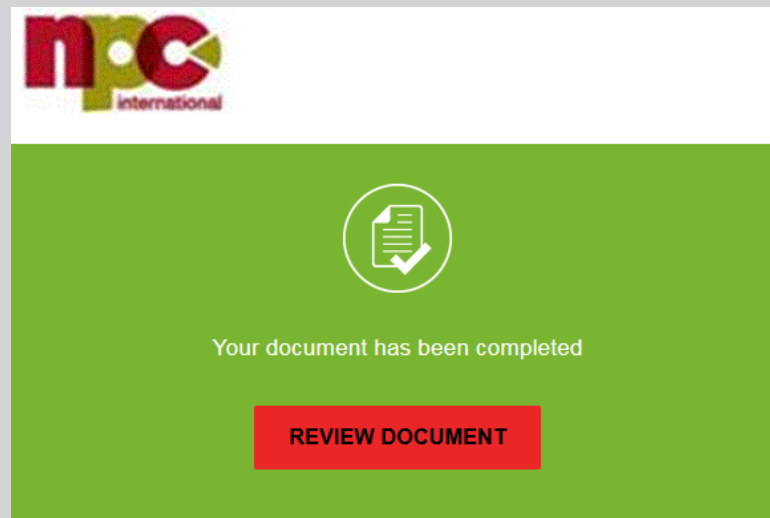
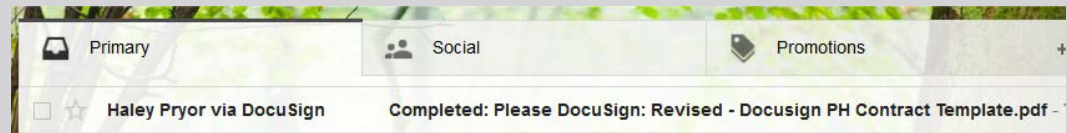
**Password**

**Confirm Password**

By selecting SIGN UP, you agree to DocuSign [Terms and Conditions](#)

**SIGN UP**    **NO THANKS**

- Electronically sign any document.**
- Get signatures from others.**
- Sign on the go with DocuSign Mobile!**



# Saving and/or Printing your Contract

\*Please note: you may need to save your contract to your computer and then print it, instead of printing directly from DocuSign in the web browser. When printed directly from DocuSign in the web browser the contract may print on a smaller scale that is harder to read.

