STATE OF GEORGIA

COUNTY OF FULTON

AGREEMENT

This AGREEMENT is entered into on this _____ day of _____, 20___ by and among Castleberry Point Condominium Association, Inc. (hereinafter the "Association"), and _____ (hereinafter the "Contractor").

W I T N E S S E T H

WHEREAS, the Association is desirous of having certain repair and construction work performed, to wit:
_____
_____
_____
_____ (hereinafter the "Project") at Castleberry Point Condominium (hereinafter the "Premises");

WHEREAS, the Contractor agrees to provide labor and materials for the Project; and

NOW, THEREFORE, in consideration of One ($1.00) Dollar in hand, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. WORK TO BE PERFORMED BY CONTRACTOR. The work to be accomplished and performed under this Agreement by Contractor is that work necessary to accomplish the Project strictly in accordance with the plans and specifications outlined in the scope of work from Contractor attached hereto as Exhibit "A" and incorporated herein by this reference. If any of the terms of Exhibit "A" conflict with this Agreement, this Agreement shall control.

2. COMMENCEMENT OF WORK AND COMPLETION OF WORK. The work shall commence on _____, 20 ___ and be completed within _____ days of commencement of the work, subject, however, to Paragraph 17. Within ten (10) days of Contractor's completion of the work, Association's representative shall prepare a punch list outlining items that need correction. Contractor shall complete all punch list items within ten (10) days upon receipt of the punch list.

3. CONTRACT SUM. The Contract Sum related to the Project to be performed under this Agreement is $_____ and shall be paid as follows:

A. First installment of $_____ due when _____ is commenced.

B. Second installment of $_____ due when _____ is completed.

C. Final installment of $_____ due when _____ is completed.

It is agreed, acknowledged, and stipulated by the parties that the Contract Sum covers all costs and expenses necessary to accomplish the work contemplated or actually necessary hereunder. The term "Contract Sum" shall mean those costs incurred in the proper performance of the work specified in this Agreement and shall include, but is not limited to, the following:

(i) the costs of all materials, supplies, and equipment incorporated in the work contemplated or actually required;

(ii) costs of removal of all debris from the site;

(iii) costs incurred due to any emergency affecting the safety of persons and property;

(iv) rental charges of all necessary machinery and equipment or hand tools, used for the work contemplated under this Agreement;

(v) all labor and labor union costs;

(vi) all costs of work performed by subcontractors of Contractor;

(vii) any permit fees, governmental fees, licenses, and inspection fees necessary for the proper execution and completion of the work contemplated or actually required which are customarily secured, or actually secured; and

(viii) all costs of cleaning the site and restoring it to the same or better condition as existed prior to the construction.

4. PAYMENT – PROCEDURE AND LIEN RELEASES. Attached hereto as Exhibit "B" is an "Interim Waiver and Release Upon Payment" form, as provided for within Section 44-14-366 of the Official Code of Georgia. As a condition to the Association paying Contractor the second installment, Contractor shall provide such executed lien release (in the form attached hereto as Exhibit "B") to the Association from each subcontractor that has provided work for the Project and each material supplier that has provided materials for the Project.

Contractor shall not be entitled to final payment until (i) the Association has determined that the work has been performed substantially in conformance with the terms of this Agreement; (ii) the Association has received any manufacturers' warranties which may be issued for the Project for materials used in the Project; (iii) Contractor has provided the Association an executed final lien release, as provided for in Section 44-14-366 of the Official Code of Georgia, in the form attached hereto as Exhibit "C" from each subcontractor that has provided work for the Project and each material supplier that has provided materials for the Project; and (iv) Contractor has provided the Association an affidavit from Contractor, as provided for in Section 44-14-361.2 of the Official Code of Georgia, in the form attached hereto as Exhibit "D."

5. CONTRACTOR'S ACKNOWLEDGMENT OF FAMILIARITY WITH LOCAL CONDITIONS. By executing this Agreement, Contractor represents and acknowledges that Contractor has, through its authorized representatives, visited the site, familiarized itself with the local conditions under which the work is to be performed, and correlated its observations with the requirements of this Agreement, all in full contemplation of being able to accomplish the work designated under this Agreement.

6. RELATIONSHIP OF TRUST. Contractor accepts the relationship of trust and confidence established between it and the Association by this Agreement. It covenants with the Association to furnish its best skills and judgment to cooperate with the Association and the Association's authorized agents in furthering the interests of the Association. Contractor agrees to furnish efficient business administration and superintendents, and to use its best efforts to furnish, at all times, an adequate supply of workmen and materials, and to perform the work outlined herein in the best and most sound way in accordance with the highest standards of the trade in the Fulton County, Georgia area and in the most expeditious and economical manner consistent with the interests of the Association.

7. COMPLIANCE WITH LOCAL LAW. Contractor shall secure and pay for all permits and government fees, licenses, and inspections necessary for the proper execution and completion of the work contemplated herein which are customarily secured after execution of this Agreement and which are legally required at the time of this Agreement. Furthermore, Contractor shall give all notices and comply with all laws, ordinances, codes, rules, regulations, and lawful orders of any public authority bearing on the performance of the work contemplated under this Agreement.

8. CONSTRUCTION SITE. All construction activities will be so scheduled and performed as to minimize disruption in the use of the Premises. Contractor shall be subject to and at all times conform to the Association's rules and requirements, consistent with the expeditious completion of the Project in a workmanlike manner and in accordance with usual trade practices. Contractor shall confine operations on the Premises to areas permitted by law, ordinances, permits, and this Agreement, and shall not unreasonably encumber the Premises with any materials or equipment. The Association understands, however, and fully agrees that Contractor has a right to enter the Premises (other than individual condominium units) in order to effectuate the work contemplated hereunder and to use the Premises in a reasonable manner in order to accomplish the work to be accomplished under this Agreement. Contractor agrees that work hours shall only be Monday through Friday between the hours of _____ a.m. and _____ p.m. unless otherwise agreed to by the Association. Contractor shall supply and provide a dumpster on the Premises for the disposal of all construction waste and rubbish caused by Contractor's work. Contractor shall, at all times, keep the area surrounding the work site free from accumulation of waste materials or rubbish caused by its work. Upon the completion of work each day, Contractor shall remove all rubbish and debris caused by the Contractor's work, employees and agents from the Premises. Contractor shall be responsible for all materials (other than materials supplied by the Association), and in the event that such materials are stolen, destroyed, or otherwise rendered unusable, Contractor shall replace such material with material of an equal quality at his sole expense. At the completion of the work contemplated hereunder, Contractor shall remove all its waste materials and rubbish from and about the work site, as well

as all of its tools, construction equipment, machinery, and surplus materials. If Contractor fails to clean up at the completion of the work contemplated hereunder, the Association may do so and the costs thereof may be charged to Contractor.

9. CONTRACTOR'S EMPLOYEES AND EQUIPMENT. Contractor shall be responsible to the Association for the acts and omissions of its employees, subcontractors and their agents and employees and other persons performing any of the work under this Agreement. Contractor shall provide the payment for all labor, materials, equipment, tools, construction equipment, bonds, machinery and other facilities and services necessary for the proper execution and completion of the work contemplated herein, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work contemplated under this Agreement. Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ, on the work to be accomplished under this Agreement, any unfit person or anyone not skilled in the task assigned to him or her.

10. SUBCONTRACTS. A subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the work at the site. Contractor shall immediately furnish in writing to the designated agent of the Association the names of any subcontractors engaged by Contractor for the Project. The Contractor shall not permit any subcontractor onto the Premises if the Association has made a reasonable objection to such subcontractor. Contracts between the Contractor and subcontractors shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by this Agreement, assumes toward the Association and its agents.

11. WARRANTIES. Contractor warrants to the Association that all materials and equipment furnished under this contract will be new, used strictly in accordance with manufacturer's specifications, unless otherwise specified and agreed to by the Association, and that all work will be of good quality free from all faults and defects, and in conformance with all applicable code requirements, all local, state and federal laws and all specifications contained in this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective by the Association. If, within one (1) year after the date of final payment under this Agreement, any of the work contemplated hereunder is found to be defective or not in accordance with the specifications hereof, Contractor shall at its sole cost and expense correct it promptly after receipt of a written notice from the Association to do so. Contractor shall also provide to the Association all applicable manufacturers warranties. The warranty obligations shall survive termination of this Agreement. The Association shall give such notice promptly after discovery of the condition.

12. INDEMNIFICATION BY CONTRACTOR. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Association, its members, officers, directors, and agents from and against all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of, related to, resulting to, or resulting from the performance of the work to be accomplished hereunder; provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, and (b) is caused in whole or in part by the act or omission of

contractor, or anyone directly or indirectly, employed by it, or anyone for whose act it may be liable whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This obligation shall survive termination of this Agreement.

13. DEFECTIVE PERFORMANCE. If the Association determines that Contractor has failed to correct any defective performance of the work to be accomplished under this Agreement or fails to carry out the work in accordance with this Agreement, the Association, by a written order signed personally by its President, or by the Association's agent, may order Contractor to stop work or any portion thereof until the cause for such order has been eliminated and, unless the Contractor commences a cure for such defective performance within three (3) days of the time of receipt of such order, the Association may consider the Contractor in default of the terms of this Agreement.

14. CURE OF DEFAULT. If the Contractor defaults, as provided in Paragraph 13 hereof, the Association may, without prejudice to any other legal remedies that they may have, correct the defective performance; provided, however, the Association shall first give the Contractor an additional three (3) days written notice of its intention to cure the default. In such case, the costs of correcting the deficiency shall be deducted from the payments then or thereafter due Contractor. If payments then or thereafter due Contractor are not sufficient to cover the amount described in this paragraph, Contractor shall pay the difference to the Association.

15. DAMAGE TO ASSOCIATION PROPERTY. Should Contractor or Contractor's employees, agents, subcontractors and their agents, or other people under the control of Contractor cause damage to the work to be accomplished hereunder or property of the Association or its members, to underground utilities at the work site, or to other work on the site, Contractor shall promptly remedy such damages and repair the damaged property to a condition similar to that which existed before the damage was caused or resulted. In the event Contractor fails to do so, the Association may proceed to repair the damage and hold Contractor responsible for the amounts of such repair.

16. NOTICE. Written notice shall be deemed to have been duly served if delivered in person or delivered at or sent by registered or certified mail to the Association and Contractor at the following addresses unless other specified:

ASSOCIATION: Castleberry Point Condominium Association, Inc.
c/o _____
_____
_____, Georgia _____

CONTRACTOR: _____
_____
_____, Georgia _____

In the event any party to the Agreement suffers injury or damage to person or property because of any act or omission of the other party, or any of its employees, agents, or others for whose act he is legally liable, claims shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

17. WAIVER - DELAYS. No action or failure to act by any party shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. If Contractor is delayed at any time in the progress of the work by labor disputes, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the Contractor's control not caused by the Association, then the work may be suspended and the contract time extended for such reasonable time as may be determined necessary. Such time is not to exceed thirty (30) days. If Contractor is delayed at any time in the progress of the work by any act of the Association or by changes ordered in the performance of the work hereunder, Contractor shall provide written notice as herein provided and the contract time shall be extended for such reasonable time as may be determined necessary by Association's agent.

18. PASSING OF TITLE. Contractor warrants that title to all the work contemplated hereunder, materials, and equipment covered by an application for payment will pass to the Association or its members either by incorporation in the construction or upon receipt of payment by contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances.

19. CONTRACTOR'S INSURANCE. Contractor shall purchase and maintain the following insurance:

(a) Claims under workers or workmen's compensation, disability benefit, and other similar employee benefit acts in amounts as required by law;

(b) Claims for damages because of bodily injury in an amount satisfactory to the Association; and

(c) Claims for damages because of injury to or destruction of property in an amount satisfactory to the Association.

(d) Contractual liability insurance applicable to Contractor's obligation to indemnify, as set forth in Paragraph 12 hereof.

Contractor shall furnish to the Association within five (5) days of execution of this Agreement one or more current certificates of the insurance required hereunder. Such insurance policies shall not be modified or cancelled until at least thirty (30) days prior written notice has been given from Contractor to the Association.

20. CONTRACTOR'S LICENSE. Contractor represents that Contractor has a current and valid contractor license from the State of Georgia. Notwithstanding any other term of this

Agreement, prior to any obligation of the Association to make any payment to Contractor and within five (5) days of execution of this Agreement, Contractor shall provide to the Association a copy of such contractor license. In the event Contractor fails to provide same, the parties agree that this Agreement shall be immediately void and that no party hereto shall have any further obligation to the other party under the terms of this Agreement. Contractor shall maintain the contractor license during all time that work is performed hereunder.

21. TIME. Time is of the essence in this Agreement.

22. RIGHTS OF ASSOCIATION. The Association shall at all times have access to the work wherever it is in preparation and progress. Association's designated agent will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the work and to determine in general that the work is proceeding in accordance with this Agreement. However, Association's agent will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Association's agent will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and the Association's agent will not be responsible for any failure of the Contractor to carry out the work in accordance with this Agreement.

23. ORAL STATEMENTS -- MODIFICATIONS. This Agreement represents the entire and integrated agreement among the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, supplemented, or modified by a modification, in writing, signed by both parties.

24. SUCCESSORS -- ASSIGNMENT. The Association and Contractor each bind themselves, their successors, assigns and legal representatives to the other party and to the successors, assigns, and legal representatives to such other party, in respect to all covenants, agreements and obligations contained in this Agreement. No party to this Agreement shall assign this Agreement as a whole without the written consent of the others.

25. This Agreement shall be governed in accordance with the laws of the State of Georgia.

This Agreement executed the day and year first above written.

ASSOCIATION: CASTLEBERRY POINT CONDOMINIUM ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

CONTRACTOR: _____

_____
Print Name

EXHIBIT "A"

[Describe Scope of Work]

EXHIBIT "B"

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA
COUNTY OF FULTON

THE UNDERSIGNED SUBCONTRACTOR, MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____ (CONTRACTOR) TO FURNISH THE FOLLOWING: _____
_____
_____(DESCRIBE MATERIALS AND/OR LABOR) FOR A _____ (DESCRIBE PROJECT) CONSTRUCTION PROJECT ON BEHALF OF CASTLEBERRY POINT CONDOMINIUM ASSOCIATION, INC. THE PROJECT IS LOCATED IN ATLANTA, FULTON COUNTY, GEORGIA AT _____ (DESCRIBE LOCATION OF THE PROJECT).

UPON THE RECEIPT OF THE SUM OF $_____, THE SUBCONTRACTOR, MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ (PRINT TODAY'S DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE SUBCONTRACTOR, MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, _____.

_____
PRINT NAME OF SUBCONTRACTOR, MECHANIC AND/OR MATERIALMAN

_____
PRINT ADDRESS OF SUBCONTRACTOR MECHANIC AND/OR MATERIALMAN

_____
SIGNATURE

_____
PRINT NAME OF PERSON SIGNING ON BEHALF OF SUBCONTRACTOR, MECHANIC AND/OR MATERIALMAN

_____
PRINT NAME OF WITNESS

_____
SIGNATURE OF WITNESS

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF

SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT "C"

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF FULTON

THE UNDERSIGNED SUBCONTRACTOR, MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____ (CONTRACTOR) TO FURNISH THE FOLLOWING:
_____
_____
_____ (DESCRIBE MATERIALS AND/OR LABOR) FOR A _____ (DESCRIBED PROJECT) CONSTRUCTION PROJECT ON NINE BUILDINGS ON BEHALF OF CASTLEBERRY POINT HOMEOWNERS ASSOCIATION, INC. THE PROJECT IS LOCATED IN ATLANTA, FULTON COUNTY, GEORGIA AT THE FOLLOWING ADDRESSES:

[DESCRIBE PROPERTY]

UPON THE RECEIPT OF THE SUM OF $_____, THE SUBCONTRACTOR, MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, _____.

_____
PRINT NAME OF SUBCONTRACTOR, MECHANIC AND/OR MATERIALMAN

_____
PRINT ADDRESS OF SUBCONTRACTOR MECHANIC AND/OR MATERIALMAN

_____
SIGNATURE

_____
PRINT NAME OF PERSON SIGNING ON BEHALF OF SUBCONTRACTOR, MECHANIC AND/OR MATERIALMAN

_____
PRINT NAME OF WITNESS

_____
SIGNATURE OF WITNESS

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE

FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT "D"

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
SUBCONTRACTORS, MATERIALMEN, LABORERS, AND OTHER PERSONS

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me, the undersigned notary duly authorized by law to administer oaths, _____ (print name), who, after being duly sworn, states on oath, of his/her own personal knowledge, the following:

1. I am employed by _____ (herein called "Contractor") in the capacity of _____ and am authorized to execute this Affidavit.

2. Contractor performed certain work on behalf of CASTLEBERRY POINT CONDOMINIUM ASSOCIATON, INC., (the "Association") in Atlanta, Georgia located at:

[DESCRIBE PROPERTY]

(such addresses collectively referred to as "the Site"), pursuant to a contract between Contractor and the Association calling for the payment to Contractor of a total amount of $_____.

3. I acknowledge that Contractor has received the sum of $_____ in payment of the work performed and aver that all of such sum has been disbursed to holders of valid claims for labor or materials furnished for the improvement of the Site.

4. I hereby aver, pursuant to Official Code of Georgia Annotated Section 44-14-361.2, that the Contractor has paid the agreed price for all work done and all materials furnished to the Site by subcontractors, materialmen, laborers, and all other persons furnishing such work or materials at the instance of Contractor.

5. Contractor, on behalf of itself and all persons or entities claiming through Contractor, hereby waives all claims to liens for labor and materials authorized by Official Code of Georgia Annotated Section 44-14-361.

6. This Affidavit is made for the benefit and protection of the Association and its members, officers, directors, managers, and agents.

CONTRACTOR: _____
Signature

_____
Print Name

Signed, sealed, and delivered
this ____ day of _____, 20___.

_____
Witness

_____
Notary Public