

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is hereby made and entered into this 4th day of August 2022, by and between Eric Heidingsfelder 2205 Broadways, New Orleans LA. hereafter called Owner, and TEH Enterprise, LLC, 1018 Central Avenue, Metairie LA 70001, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all labor required to perform the following work at 2205 Broadway, New Orleans, LA 70124.

Scope of Work,

- Remove damaged exterior and interior finishes from fire.
- Replace damaged finishes exterior and interior from fire.
- Re-Install all appliances.
- Clean and remove construction debris.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of 75,000.00 Seventy Five Thousand Dollars, in the following manner:

Deposit at start of project TBD, balance to be paid in Monthly payments installments

3. Completed work shall be invoiced on the 25th of each month and shall be paid promptly by Owner on the 15th day of the following month. Failure by Owner to pay the full amount of the invoice by the 15th day of the month shall incur a late fee in the amount of 5% of the current invoice, plus any past due balance. Failure by Owner to pay the full amount of any invoice by the 25th day of the month following invoicing shall be grounds for Contractor to stop work without breach or penalty. Contractor shall in no way be liable to Owner for any damages or delays resulting from such work stoppage. Owner further agrees that interest will accrue daily on all past due invoices and will be payable on any past due amounts at the rate of 1.5% per month until paid in full. Further, in the event the Contractor hires the services of an attorney for the collection of any amount due under this agreement, Owner agrees to pay all attorney's fees, costs and expenses of Contractor incurred until all amounts are paid in full.
4. Unless otherwise specifically stated in writing in Exhibit A, the Owner agrees to provide and pay for all materials, tools and equipment required for the prosecution

and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.

5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.
6. All changes in or additions to the work set forth in Exhibit A must be in writing and executed by both parties, the contract sum being increased or decreased accordingly. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the change order.
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to acceptable building standards, warrants the work performed, and agrees to remedy any defects resulting from faulty workmanship which shall become evident during a period of one year after completion of the work. Contractor warrants that all work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws. Contractor also warrants that, for a period of twelve months after completion of the Work, the Work will be free from any defects resulting from faulty workmanship of Contractor. Contractor will not be responsible for the cost of removal and replacement of equipment and materials which are warranted by manufacturers. Owner agrees to allow Contractor to re-execute any work which does not conform to applicable building codes or the drawings and specifications, if applicable. Owner shall provide Contractor with written notice of any defect within ten (10) days of discovery of the defect and shall allow Contractor a reasonable time to correct any defective or unworkmanlike work.
9. The Owner and any other contractor or sub-contractor engaged by Owner shall have in full force and effect throughout the job, worker's compensation and liability insurance on the above-described work and shall name Contractor as an additional insured under all such policies.
10. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood, labor shortages, blocked access, supply chain issues, or any other unavoidable casualties; or by labor strikes, late delivery of materials, material shortages; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the causes.

11. Contractor may at its discretion engage sub-contractors to perform any or all of the Work hereunder and shall remain fully responsible for the quality and completion of the Work. Contractor shall not be responsible for the quality or completion of work by other contractors, subcontractors or laborers employed directly or indirectly by Owner. Owner agrees to release and hold Contractor harmless for any defective work, delayed work and damages caused by any such third parties.
12. Contractor agrees to obtain insurance insuring Contractor against claims for liability, workers compensation, property damages, bodily injuries and death due to the performance of work under this Agreement.
13. Upon Contractor reaching substantial completion, a representative of Contractor and Owner shall walk the premises and develop a punch list. Contractor shall have forty-five (45) days from substantial completion to complete punch list items.
14. Unless specifically described in the Scope of Work, this Agreement does not contemplate the removal or disturbance of asbestos, mold or other hazardous material or adverse environmental condition. Contractor shall not be responsible for its removal and may discontinue work until any such material is safely removed.
15. Contractor shall not be liable to Owner for any damages to or replacement of shrubs, trees, lawns, or other plantings which may be damaged or removed in the performance of the Work by Contractor.
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under laws of the State of Louisiana.
18. Attorney's fees and court costs shall be paid by the non-prevailing party in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.
19. This Agreement constitutes the entire agreement between the parties and may not be modified or amended except by an instrument in writing signed by both parties.
20. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that the Agreement is enforceable to the maximum extent permitted by law.
21. The parties acknowledge and agree that this Agreement has been negotiated by the parties, that each party has been given the opportunity to independently review this Agreement

with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the parties agree that this Agreement shall not be interpreted or construed against any party as the preparer of the Agreement.

{ Signatures on next page }

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year written above.

TEH ENTERPRISE, LLC (CONTRACTOR)

By: Edward Fogarty 8/10/2022

Edward Fogarty DATE

OWNER

By: Eric Heidingsfelder 8/10/2022

Eric Heidingsfelder DATE