

STANDARD TERMS AND CONDITIONS FOR PARK UNIVERSITY CONSTRUCTION SUBCONTRACTS

These Standard Terms and Conditions for Park University **Subcontracts** (“**Subcontract Standard Terms and Conditions**”) are an integral part of each **Subcontract**, or any other Park University Subcontract related to the Campus and any other University Projects in Platte County, Missouri, into which they are incorporated by reference, except to the extent that such a **Subcontract** or other Subcontracts otherwise provide.

1.0 **Defined Terms.** Capitalized words or phrases used in these Subcontract Standard Terms and Conditions, and each Subcontract into which they are incorporated, will have the meanings indicated below, unless otherwise defined in a Subcontract. The fact that this list of Subcontract Standard Terms and Conditions is incorporated into a **Subcontract** does not mean that every defined term is issued in every **Subcontract** into which then incorporated.

“**Academic Underground**” means the mined space within the Argentine limestone ledge under or near the Campus, portion of which is utilized or to be utilized by the University for its educational purposes.

“**Campus**” means the portion of University Real Property that is owned by the University and upon which the University carries out its educational mission and from which it administers its programs around the world.

“**Campus Safety**” means the Park University Department of Campus Safety.

“**Campus Safety Officer**” means a person, whether an employee of the University, or of a University selected independent Construction Contractor, who is supervised directly or indirectly by the Park University Director of Campus Safety, and who is identified by uniform, identification card or otherwise as a Campus Safety Officer.

“**Construction Commencement Date**” means the date the Construction Contractor commences delivery of services under a Construction Contract.

“**Construction Contract Termination Date**” means the date and time a Construction Contract ends as stated in a Construction Contract, subject to possible earlier termination as provided in that Construction Contract.

“**Construction Contract**” means a contract between the University and a Construction Contractor pursuant to which a Construction Contractor agrees to provide services necessary to the partial or complete construction of a Construction Project, as provided in the Construction Contract Documents.

“**Construction Contract Documents**” means the Initial Construction Agreement, its attachments, all amendments, change orders and other document evidencing the agreement of the parties regarding a Construction Project covered by an Initial Construction Agreement.

“Construction Contractor” means a person, business entity, corporation, limited liability company, partnership or other legal entity that enters into a Construction Contract with the University to perform construction services as part of a Construction Project.

“Construction Contractor Emergency Contact” means a person designated by a Construction Contractor to whom the University is entitled to rely upon to receive from the University, and communicate on behalf of the Construction Contractor to the University regarding emergencies and reportable events.

“Construction Contractor Personnel” means employees, agents, invitees, Subcontractors, material providers and their respective employees, agents and invitees.

“Construction Contractor Personal Property” means any equipment or other tangible personal property brought onto University Property, that belongs to a Construction Contractor, Construction Contractor’s Personnel or any other third party whose presence on University Real Property results from a Construction Contract.

“Construction Contractor Representative” means the person named in a Construction Contract as the Construction Contractor’s authorized representative, with whom the University is entitled to communicate regarding the a Construction Contract, and whose agreements, commitments and statements (written or oral) are legally binding upon the Construction Contractor. The same person may be designated as both the Construction Contractor Representative and the Construction Contractor Emergency Contact.

“Construction Project” means a project to be built or constructed on real property owned or leased by the University.

“Contraband Items” means Weapons, alcoholic beverages, tobacco, controlled substances, poisons, illegal drugs, and other items prohibited in a Construction Contract.

“Contract Price” means the price to be paid to Construction Contractor pursuant to a Construction Contract.

“Designated Parking Lots” means the location of the parking places that Construction Contractor Personnel are required to use while performing Work under a Construction Contract.

“Designated Roads” means the roads, and driveways that the Construction Contractor Personnel are entitled to use under a Construction Contract.

“Effective Date” means the date so designated in a Construction Contract.

“Initial Construction Agreement” means the initial agreement entered into by the University and a Construction Contractor for a Construction Project.

“Laws” means all federal, state and local laws, statutes, ordinances, rules, regulations,

orders and notice requirements including, but not limited to those pertaining to the use of alcohol, drugs, explosives, fireworks and firearms; those governing the collection, transportation, storage, treatment, discharge, release and disposal of hazardous or non-hazardous waste or substances, including, without limitation: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 *et seq.*), as amended from time to time ("CERCLA") (including, without limitation, as amended pursuant to the Superfund Amendments and Reauthorization Act of 1986), and such regulations promulgated under CERCLA, (ii) the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 *et seq.*), as amended from time to time ("RCRA"), and such regulations promulgated under RCRA, (iii) any applicable federal, state or local laws or regulations relating to the environment, the Fair Labor Standards Act, Missouri Minimum Wage Law, (iv) Missouri Child Abuse laws, (v) all immigration laws and regulations of the United States of America, (vi) all applicable laws, codes, regulations, ordinances and rules with respect to the work to be performed by its employees, agents and other Construction Contractor Personnel, (vii) fire codes, building codes, zoning ordinances, and special use permits.

“Lien Waiver Form” means one of the forms which are available on attached Exhibits C and D, which forms as incorporated by reference and made part of this defined term.

“Parkville Commercial Underground” means the mined space within the Argentine limestone ledge under or near the Campus, which is leased, or to be leased, by the University to third party tenants.

“Payment Application” means that Application and Certificate of Payment, upon which a Construction Contractor requests payment pursuant to a Construction Contract.

“Smoking” means the inhaling of smoke from the burning of tobacco and other plants and substances, organic or inorganic, in pipes, cigars, cigarettes, hookahs and other mechanisms or devices, and the inhaling of vapors, gases produced by the use of electronic cigarettes, pipes, cigars or other electronic devices.

“Subcontract” means a contract between a Construction Contractor and a third party pursuant to which that third party will provide labor, services, goods or materials for a Construction Project.

“Subcontractor” means a third party that has entered into a Subcontract.

“Subcontractor Personnel” means employees, officers and agents of a Subcontractor.

“Subcontractor Standard Terms and Conditions” means the Standard Terms and Conditions located at _____, required by Park University to be incorporated by reference into, and made a part of, any Subcontract as a condition of the consent by the University to a Subcontract that has been requested by Construction Contractor, which Subcontractor Standard Terms and Conditions the University reserves the right to modify and revise at any time, and which modified or revised Subcontractor Standard Terms and Conditions will be posted at the above location.

“**University Emergency Contact**” means the person designated by the University to whom the University may communicate with in case of emergencies or reportable events; if no such person is named, the Construction Contractor will contact the University Primary Representative.

“**University Primary Representative**” means a person designated in a Construction Contract to manage the construction of a Project on behalf of the University.

“**University Property**” means University Real Property and the personal property of the University.

“**University Protected Parties**” means the University and its subsidiaries and affiliates, and their respective trustees, directors, officers, employees, students, independent contractors and agents.

“**University Real Property**” means the land, the legal description of which is available at: <http://www.park.edu/terms-and-regulations/documents/University-Land-Legal-Description.pdf>, which legal description is incorporated by reference, and made a part of this defined term, that legal description includes the Campus, the Academic Underground, and the Parkville Commercial Underground. University Real Property will also include any other University land described in an individual Subcontract.

“**University**” means Park University, a Missouri nonprofit corporation.

“**Weapons**” means firearms, knives, swords, explosives and other weapons as that word is commonly defined.

“**Work**” means the construction work which a Construction Contractor agrees to perform pursuant to a Construction Contract.

“**Work Schedule**” means the schedule for performance of the Work as determined pursuant to a Construction Contract.

“**Work Site**” means the physical location of the Construction Project.

2.0 **Subcontractor Obligations:**

2.1 **Safety Obligations.** The Subcontractor shall perform the subcontracted portion of the Work in a safe and reasonable manner. The Subcontractor shall implement adequate safety measures pertaining to the Subcontracted Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the Worksite, and adjacent to the Worksite from injury, loss, or damage. The Subcontractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

2.1.1 **Worksite.**

- 2.1.1.1 Employees and other persons at the Worksite;
 - 2.1.1.2 Materials and equipment stored on or off the Worksite for use in performance of the Subcontracted Work; and
 - 2.1.1.3 All property and structures located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.
- 2.1.2 **Notices.** The Subcontractor shall give all required notices and comply with all applicable rules, regulations, orders, and other lawful requirements established to prevent injury, loss, or damage to persons or property.
- 2.1.3 **Hazardous Materials.** The Subcontractor shall exercise extreme care in carrying out any of the subcontracted Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials, or equipment. The Subcontractor shall use properly qualified individuals or entities to carry out the subcontracted Work in a safe and reasonable manner so as to reduce the risk of bodily injury or property damage. The Subcontractor shall promptly repair or remedy damages or losses not insured under property insurance to the extent caused by the negligent acts or omissions of the Subcontractor, or anyone for whose acts the Subcontractor. The Subcontractor shall promptly repair or remedy all damages or losses to the extent caused by the negligent acts or omissions of the Subcontractor, or anyone for whose acts the Subcontractor.
- 2.1.4 **Safety Representative.** The Subcontractor shall designate an individual at the Worksite in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to the Subcontractor, the designated safety representative shall be the Subcontractor's project superintendent. Such safety representative shall attend Worksite safety meetings as requested by the Construction Contractor.
- 2.1.5 **No Overload.** The Subcontractor shall not overload the structures or conditions at the Worksite and shall take reasonable steps not to load any part of the structures or Worksite so as to give rise to an unsafe condition or create an unreasonable risk of bodily injury or property damage. The Subcontractor shall have the right to request, in writing, from the Subcontractor loading information concerning the structures at the Worksite.
- 2.1.6 **Notice of Accidents.** The Subcontractor shall give prompt written notice to the Subcontractor and the University Primary Representative of any accident involving bodily injury requiring a physician's care, any property damage exceeding five hundred dollars (\$500.00) in value, or any failure

that could have resulted in serious bodily injury, whether or not such an injury was sustained.

2.1.7 **Prevention of Accidents.** As provided above, prevention of accidents at the Worksite is the responsibility of the Subcontractor, the Subcontractor, and all other Subcontractors, persons, and entities at the Worksite. Establishment of a safety program by the Subcontractor shall not relieve the Subcontractor or other parties of their safety responsibilities. The Subcontractor shall establish its own safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Subcontractor and the University, including, but not limited to, requirements imposed by the Subcontract. The Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Subcontracted Work which the Subcontractor deems unsafe until corrective measures satisfactory to the Subcontractor shall have been taken. The Subcontractor's failure to stop the Subcontractor's unsafe practices shall not relieve the Subcontractor of the responsibility therefor. The Subcontractor shall notify the Subcontractor immediately following a reportable incident under applicable rules, regulations, orders, and other lawful requirements, and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the Subcontractor. To the fullest extent permitted by law, each Party to this Subcontract shall indemnify the Subcontractor, the University and University Protected Parties from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by its failure to comply with applicable safety requirements. This indemnification obligation does not extend to additional or increased fines that result from repeated or willful violations not caused by the Subcontractor's failure to comply with applicable rules, regulations, orders, and other lawful requirements.

2.2 **Environmental Controls.** The Subcontractor shall provide any required remediation or management of site water (surface drainage and dewatering), and dust control required by the Subcontracted Work throughout completion of Subcontracted Work, unless such remediation and management is provided by the Subcontractor.

2.3 **Unacceptable Subcontractor Personnel.** The Subcontractor shall advise the Construction Contractor and the University of any Subcontractor Personnel expected to work on the Work Site, who have been convicted of a felony crime, or are registered sex offenders. Any such individual must be escorted by a responsible employee of the Subcontractor when on the University land. The University shall have the right to bar from the Campus and other University Real Property. Subcontractor Personnel who are felons, and specifically such persons who have violated the Missouri Child Abuse Laws (See Section 8.0), and Title IX violations (See Section 9.0). *Actions by the University under this section shall not*

constitute a breach of the Subcontract, nor form the basis of any tort or other causes of action by the Subcontractor against the University.

- 2.4 **Emergency Contacts.** So that the Construction Contractor and the University will be able to communicate with the Subcontractor regarding emergencies and the reportable events that occur on the campus and/or the Project site, the Subcontractor will provide in writing the name and contact information of its Primary Emergency Contact Person.
- 3.0 **Taxes.** Since the University is exempt from the payment of Missouri sales and use taxes, the Subcontract Price shall not include sales or use taxes. Subcontractor shall be liable for all and shall pay all consumer, excise, business and occupation, and other similar taxes required by law, whether enacted or imposed before or after execution of the Subcontract. Except as otherwise provided in a Subcontract, all federal, state and local taxes (excluding sales and use taxes) are included in the Subcontract Price. The University's exemption from Missouri Sales and Use Tax on Purchases letter issued by the State of Missouri is attached as Exhibit B.
- 4.0 **Construction Project Condition/Clean-Up.**
- 4.1 **University Property Condition.** Unless otherwise provided in the Subcontract, each Subcontractor shall inspect and accept the condition of the Work Site existing on the Effective Date.
- 4.2 **Clean-Up.** During construction the Subcontractor shall keep the Work Site in as clean as condition as is reasonably possible including proper disposal of trash, construction debris and excess materials. Upon termination of a Subcontract, the Subcontractor shall cease its use or occupancy of the Work Site and all other University Real Property, expeditiously remove from all University Real Property all of Subcontractor's Personal Property, materials, construction debris and trash. Any of the Subcontractor's Personal Property that is not removed on or before the Subcontract Termination Date shall be deemed to have been abandoned, and the University may dispose of the Subcontractor's Personal Property as the University sees fit, without any obligation to pay the Subcontractor, any other Subcontractor Personnel, anything for the abandoned Subcontractor's Personal Property or its disposition.
- 5.0 **Lien Waivers.** Lien waivers to be submitted by the Subcontractor shall be in the forms of attached Exhibits C or D, as the case may be.
- 6.0 **Compliance With the Law.** Subcontractor shall comply with all Laws applicable to the Construction Project and to the Subcontract.
- 7.0 **Employment Status of Subcontractor Personnel.** During the term of the Subcontract and thereafter, Subcontractor Personnel shall not be deemed or construed to be "loaned employees" working for or at the direction of the University, or "fellow servants" of the University. Each Subcontractor acknowledges and agrees that the University is not a "joint employer" of the employees or other Subcontractor Personnel of the

Subcontractor. Subcontractor shall be solely responsible and liable for the performance of all duties, obligations, and responsibilities as an employer of individuals hired or retained by Subcontractor to provide services to the University, including, but not limited to, recruitment, interviewing, hiring, maintenance of personnel records, compliance with Form 1-9 Employment Eligibility Verifications, drug testing, payment of wages, setting wage rates and supervision. Each Subcontractor agrees and acknowledges that the University does not hire, fire, supervise, or control the rate and method of payment to Subcontractor Personnel.

- 8.0 **Missouri Child Abuse Laws.** Each Subcontractor represents, warrants and agrees that said Subcontractor is aware of the Missouri Child Abuse Laws that protect any person under eighteen (18) years of age (“Child”), and the Subcontractor and all Subcontractor Personnel who enter the Work Site or other University Real Property, pursuant to a Subcontract must comply with the Missouri Child Abuse Laws, including but not limited to the required reporting of suspected Child abuse or neglect. Each Subcontractor shall expressly require all Subcontractor Personnel who have reasonable cause to suspect that any Child is being, or has been, subjected to abuse or neglect should report the abuse or suspected abuse to: (i) the Missouri Child Abuse and Neglect Hotline described below, and (ii) to the University Campus Safety Office at (816) 584-6444.

MISSOURI CHILD ABUSE AND NEGLECT HOTLINE INFORMATION

The Missouri Department of Social Services, Children’s Division, operates the Children’s Division Child Abuse and Neglect Hotline Unit (CA/NHU) accepts confidential reports of suspected child abuse, neglect, or exploitation. Reports are received through a toll-free telephone line which is answered seven days a week, 24 hours a day. The toll-free number is 1-800-392-3738. Persons calling from outside Missouri should dial 573-751-3448. Text telephone number: 1-800-669-8689.

- 9.0 **Title IX.** As required by Title IX of the Education Amendments of 1972, the University prohibits sex discrimination, sexual harassment, and sexual violence in its programs and activities and strives to maintain a campus environment free of such conduct. Subcontractor will ensure that Subcontractor Personnel do not engage in any conduct that violates Title IX while on University Real Property. Such conduct by any Subcontractor Personnel will result in the University taking any action it deems necessary to resolve the situation, to eliminate the conduct and prevent its recurrence, and to provide a safe environment for its students, employees, trustees, officers and guests, including, but not limited to, disallowing Subcontractor Personnel from returning to the Campus or other University Real Property. The University will provide a copy of its Title IX policy and complaint resolution procedures to Subcontractor upon request.

10.0 University Damages, Indemnification Fees and Expenses.

- 10.1 **University Indemnification.** Each Subcontractor shall indemnify, hold harmless and defend the University and University Protected Parties against and from: (i) all claims

arising out of the presence of that Subcontractor and that Subcontractor Personnel in/on the Campus or other University Real Property, (ii) all claims arising out of any breach or default in the performance of any obligation on the part of the Subcontractor to be performed under a Subcontract, (iii) all vandalism and property damage caused to any University Property by the Subcontractor and the Subcontractor Personnel, (iv) violations of all Laws, including but not limited to the Missouri Child Abuse Laws and Title IX of the Education Amendments of 1972, (v) the University's removal of any Subcontractor's Personal Property that is not removed from the University Real Property by the Subcontractor on or before the Subcontract termination date, and (vi) all costs, attorneys' fees, expenses and liabilities incurred in connection with any claim or any action or proceeding brought by the University on any such claim.

- 10.2 **Payment of University Litigation Fees and Expenses.** The University shall have the right to maintain an action in the court identified in Section 20.1, or in any other court of competent jurisdiction to enforce and/or to recover damages for Subcontractor's breach of the rights and/or obligations created by, or provided pursuant to, a Subcontract. If the University prevails in any court action against a Subcontractor, that Subcontractor shall upon demand, reimburse the University for all fees and expenses (including reasonable attorneys' fees) actually and reasonably incurred in connection with the action (including, without limitation, the investigation, defense, settlement or appeal of the action).
- 11.0 **Notice to the University of Prohibited Actions and Other Violations of a Subcontract.** The Subcontractor shall immediately notify the Construction Contractor Primary University Representative and a Campus Safety Officer in writing of the occurrence of any actions or conduct prohibited by a Subcontract.
- 12.0 **Alterations and Damages.** Except for actions required by a Subcontract, neither a Subcontractor nor Subcontractor Personnel shall make or cause any alterations, improvements, physical damages, attachments to, or other changes of any kind, including vandalism to University Property.
- 13.0 **Disturbing the Peace.** The Subcontractor and all Subcontractor Personnel on the University Real Property shall behave in a manner that does not disturb the peace of other persons in, on or near Construction Projects and otherwise on University Real Property.
- 14.0 **Tobacco.** Tobacco is a Contraband Item and its use (whether it is smoked, chewed, snuffed or otherwise used), is prohibited within University facilities, except in designated portions of the Campus. Smoking is permitted outdoors but no closer to a building than 50 feet. In addition, a Parkville City Smoking Ordinance applies to, and prohibits tobacco smoking in all buildings on University Real Property, including the entirety of the Academic Underground and the Parkville Commercial Underground. Subcontractor Personnel are prohibited from violating the foregoing tobacco restrictions. Each Subcontractor shall assure that Subcontractor Personnel shall not violate the University's Contraband Policies or the Parkville City Smoking Ordinance.
- 15.0 **University Property Leased to Third Parties.** Subcontractor shall assure that all of that Subcontractor Personnel on the Campus or on University Real Property, do not trespass

upon or otherwise enter the premises of the University including those leased, rented or otherwise being used with the permission of the University to third parties, including the Parkville Commercial Underground and any other University Property (including the operating limestone mine accessed via Coffey Road).

- 16.0 **Vandalism.** Neither a Subcontractor nor Subcontractor Personnel shall destroy or vandalize any University Property or any other property on University Real Property.
- 17.0 **Vehicles.** Subcontractor Personnel driving motor vehicles of any kind of University Real Property shall observe all posted speed limits, stop and yield signs, no parking signs and other traffic signs on the Campus, and other portions of the University Real Property, must operate vehicles, including bicycles, in a safe and reasonable manner, and shall obey the instruction of all Campus Safety Officers and other University employees.
- 18.0 **Weapons and Contraband.** All Weapons, except: (i) firearms carried by law enforcement officers who are on duty, (ii) law enforcement officers who are required by law to carry firearms when off-duty, or (iii) who otherwise have the prior written permission of the University to possess firearms, are “Contraband Items” and prohibited on University Real Property. This prohibition expressly applies to both concealed and unconcealed weapons. Subcontractor shall expressly prohibit Subcontractor Personnel from possessing any Contraband Items on University Real Property.
- 19.0 **Miscellaneous.**
- 19.1 **Governing Law; Venue.** The Subcontract shall be governed by the laws of the State of Missouri without regard to its conflicts of law provisions. Venue for all permitted action(s) or proceeding(s) related to any Subcontract, the Campus and other University Property, including actions by the University to enforce any provision of, or based on any right arising out of, a Subcontract or otherwise, must be brought in the Circuit Court of Platte County, Missouri, and each Subcontractor and Subcontractor Personnel consents to the exclusive jurisdiction of the Missouri courts (and of the appropriate Missouri appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on a party anywhere in the world.
- 19.2 **Assignments and Sub-Subcontracts.** Subcontractor shall not assign this Subcontract or the subcontracted Work or any part thereof without the prior written consent of the Subcontractor and the University. If such consents are given, they shall not relieve the Subcontractor from any of the obligations of this Subcontract, and any Subcontractor or assignee shall be considered the agent of Subcontractor and, as between the parties and the University hereto, Subcontractor shall be and remain liable as if no such assignment had been made. Lower tier subcontracts shall be subject to the provisions of this Subcontract, and Subcontractor’s subcontracts shall incorporate all provisions of the Contract Documents and this Subcontract. Subcontractor hereby assigns to the Construction Contractor all subcontracts and material orders relating to the substantial Work provided such assignment shall be effective only in the event of

default or termination of this Subcontract for breach of this Subcontract and then only if the Construction Contractor gives specific written notice to Subcontractor and Subcontractor's subcontractors and material suppliers, and without liability on the part of the Construction Contractor until the Construction Contractor affirmatively so accepts the assignment. In any sub-subcontract or contract to procure materials or equipment Subcontractor shall include a provision allowing for termination at Subcontractor's convenience without liability to the Construction Contractor or the University, which Subcontractor shall promptly exercise if requested by the Construction Contractor.

19.3 **No Partnership or Joint Venture.** Neither a Subcontract nor any act of the Subcontractor or any Subcontractor Personnel shall be construed to create any partnership, joint venture, or agency relationship between the Subcontractor and the University, nor shall a Subcontractor or that Subcontractor Personnel hold themselves out to be vested with any power or right to bind the University contractually or to act on behalf of the University. If during the Subcontract term the parties use the terms "partner," "partnership," "alliance," "affiliation," or other similar terms, those terms or references refer to a spirit of cooperation between the parties and do not describe expressly or by implication create a legal partnership, joint venture or agency relationship, any responsibility by one party of the actions of the other, or any fiduciary or other duty owed by one party to the other.

19.4 **Notices.** Any notice or demand required or given in connection with any Subcontract must be in writing and sent by certified mail, return receipt requested, postage prepaid to the notice address for the party set out below:

If to Park University: Park University
Attention: Chief Financial Officer
8700 N.W. River Park Drive, CMB 25
Parkville, MO 64152

And to: Park University
Attention: Vice President & General Counsel
8700 N.W. River Park Drive, CMB 93
Parkville, MO 64152

If to a Subcontractor: Addressed to the Subcontractor, care of the Subcontractor's Representative at the address shown in a Subcontract, with a copy to the Construction Contractor.

19.5 **Section Captions.** Section captions in each Subcontract and in these Standard Terms and Conditions are for convenience only and neither limit nor amplify the provisions of that Subcontract.

20.0 **No Third Party Rights.** This Subcontract is intended solely for the mutual benefit of the Subcontractor, the Subcontractor and the University, and there is no intention,

express or otherwise, to create any rights or interests for any party or person other than the Subcontractor, the Subcontractor or the University.

EXHIBIT A
UNIVERSITY LAND

TRACT A:

All that part of Section 35, Township 51, Range 34, Parkville, Platte County, Missouri, which includes part of Lots 27 and 28 and all of Lots 28 through 42, COLLEGE VIEW ADDITION, a subdivision in Parkville, Platte County, Missouri, and Lots 1 and 2, Block 27, part of Lots 1 and 2 and all of Lots 3 and 4, Block 28, part of Lots 1 through 4, Block 35, and part of Lots 1 through 3, Block 36, all in PARKVILLE, a subdivision in Parkville, Platte County, Missouri, being described as follows: Beginning at a point of intersection of the South line of property owned by the Missouri Conservation Commission and the East line of the Northeast Quarter of said Section 35, Township 51, Range 34, said point being South 00 degrees 55 minutes 06 seconds East, along said East line, 1128.35 feet from the Northeast corner of said Northeast Quarter; thence South 00 degrees 55 minutes 06 seconds East along said East line, 2225.95 feet to the Northerly Right-Of-Way line of Missouri Highway No. 9; thence Northwesterly, along said line, 75.00 feet Northerly of and parallel with the centerline thereof on a curve to the right having a radius of 11,384.16 feet and an initial tangent bearing of North 61 degrees 28 minutes 34 seconds West, an arc distance of 167.74 feet to a point 75.00 feet from and opposite centerline Station 198+08.6; thence North 60 degrees 38 minutes 49 seconds West, continuing along said line and parallel with said centerline, 908.60 feet; thence North 71 degrees 11 minutes 22 seconds West, continuing along said line, 81.98 feet to a point 60.00 feet from and opposite centerline Station 188+19.4; thence Northwesterly, continuing along said line, 60.00 feet Northerly of and parallel with said centerline on a curve to the left, having a radius of 1205.92 feet and an initial tangent bearing of North 60 degrees 38 minutes 49 seconds West, an arc distance of 284.14 feet to a point 60.00 feet from and opposite centerline Station 185+49.4; thence South 15 degrees 51 minutes 11 seconds West, continuing along said line, 30.00 feet to a point 30.00 feet from centerline Station 185+49.4; thence North 74 degrees 08 minutes 49 seconds West, continuing along said line, 30.00 feet Northerly of and parallel with said centerline, 30.79 feet to the centerline of White Aloe Creek; thence North 15 degrees 51 minutes 11 seconds East, along the centerline of said White Aloe Creek, 10.00 feet; thence Northeasterly, continuing along said centerline, on a curve to the right, having a radius of 500.00 feet and tangent to the last described course, an arc distance of 200.44 feet; thence Northerly, continuing along said centerline, on a curve to the left, having a radius of 500.00 feet and tangent to the last described curve, an arc distance of 265.47 feet; thence Northerly, continuing along said centerline, on a curve to the left, having a radius of 115.00 feet and tangent to the last described curve, an arc distance of 41.21 feet; thence Northwesterly, continuing along said centerline, on a curve to the left, having a radius of 15.00 feet and tangent to the last described curve, an arc distance of 22.97 feet; thence Westerly, continuing along said centerline, on a curve to the right having a radius of 15.00 feet and tangent to the last described curve, an arc distance of 9.77 feet; thence Northwesterly, continuing along said centerline, on a curve to the right, having a radius of 300.00 feet and tangent to the last described curve, an arc distance of 96.15 feet; thence Northerly, continuing along said centerline, on a curve to the right, having a radius of 350.00 feet and an initial tangent bearing of North 08 degrees 34 minutes 12 seconds West, an arc distance of 69.72 feet; thence Northerly, continuing along said centerline on a curve to the left, having a radius of 35.00 feet an tangent to the last described curve, an arc distance of 19.79 feet; thence Northwesterly, continuing along said centerline, on a curve to the right, having a radius of 200.00 feet and tangent to the last described curve, an arc distance of 41.57 feet; thence North 17 degrees 38 minutes 37 seconds West, continuing along said centerline 46.96 feet; thence Northerly, continuing along said centerline, on a curve to the right, having a radius of 40.00 feet and tangent to the last described course, an arc distance of 37.08 feet; thence North 35 degrees 28 minutes 17 seconds East, continuing along said centerline, 65.64 feet; thence Northeasterly, continuing along said centerline, on a curve to the right, having a radius of 200.00 feet and tangent to the last described course, an arc distance of 130.54 feet; thence Northeasterly, continuing along said centerline, on a curve to the left, having a radius of 40.00 feet and tangent to the last described curve, an arc distance of 48.74 feet; thence Northerly, continuing along said centerline, on a curve to the right, having a radius of 170.00 feet and tangent to the last described curve, an arc distance of 7.79 feet; thence South 89 degrees 15 minutes 41 seconds West, 258.50 feet to a line 20.00 feet East of and parallel with the East line of Block 20, PARKVILLE, a subdivision in said Parkville, Platte County, Missouri; thence North 00 degree 59 minutes 19 seconds West, along said line, 79.58 feet; thence South 89 degrees 31 minutes 19 seconds East, 124.99 feet; thence North 00 degrees 59 minutes 19 seconds West, 80.00 feet; thence North 89 degrees 31 minutes 19 seconds West, 145.00 feet to the Northeast corner of Lot 4, Block 20, said PARKVILLE; thence North 00 degrees 59 minutes 19 seconds West, along the East line of said PARKVILLE, 40.00 feet to the Southeast corner of Block 27, said PARKVILLE; thence South 89 degrees 15 minutes 41 seconds West, along the South line of said Block 27, 80.00 feet to the Southwest corner of said Block 27; thence North 00 degrees 59 minutes 19 seconds West, along the West line of said Block 27, 80.00 feet to the Northwest corner of Lot 2, Block 27, said PARKVILLE; thence North 89 degrees 15 minutes 41 seconds East, along the North line of said Lot 2 and its

Easterly prolongation, 110.00 feet; thence North 00 degrees 59 minutes 19 seconds West, 30.00 feet East of and parallel with the East line of said PARKVILLE, 80.00 feet; thence South 89 degrees 15 minutes 41 seconds West, along the Easterly prolongation of the North line of Lot 4, Block 27, said PARKVILLE, 30.00 feet to the Northeast corner of said Lot 4; thence North 00 degrees 59 minutes 19 seconds West, along the East line of said PARKVILLE, 40.00 feet to the Southeast corner of Lot 1, Block 28, said PARKVILLE; thence South 89 degrees 15 minutes 41 seconds West, along the South line of said Lot 1, 54.00 feet; thence North 19 degrees 50 minutes 54 seconds West, 80.43 feet to the Southwest corner of Lot 3, Block 28, said PARKVILLE; thence North 00 degrees 59 minutes 19 seconds West, along the West line of said Block 28, 59.84 feet to a point on the East Right-of-Way line of Missouri Highway No. 9 (formerly Missouri Highway No. 59), said point being the point of curvature of a curve to the right; thence Northeasterly, along said Right-of-Way line, 30.00 feet East of and parallel with the centerline thereof, on a curve to the right, having a radius of 686.20 feet and tangent to the last described course, an arc distance of 163.18 feet; thence North 12 degrees 38 minutes 12 seconds East, continuing along said Right-of-Way line, 229.14 feet; thence South 77 degrees 21 minutes 48 seconds East, continuing along said Right-of-Way line, 10.00 feet; thence North 12 degrees 38 minutes 12 seconds East, continuing along said Right-of-Way line, 40.00 feet East of and parallel with the centerline thereof, 200.00 feet; thence North 77 degrees 21 minutes 48 seconds West, continuing along said Right-of-Way line, 10.00 feet; thence North 12 degrees 38 minutes 12 seconds East, continuing along said Right-of-Way line, 30.00 feet East of and parallel with the centerline thereof, 155.98 feet to the Northerly line of Lot 43, COLLEGE VIEW, a subdivision in said Parkville; thence South 74 degrees 12 minutes 28 seconds East, along the Northerly line of Lots 43, 42, 41, 40, 39, 38, 37, 36, and 35, said COLLEGE VIEW, 443.42 feet to the Northeasterly corner of said Lot 35; thence North 28 degrees 42 minutes 31 seconds East, along the Easterly line of said COLLEGE VIEW, 16.23 feet to the centerline of Woodward Road as described in a document recorded in Book 749 at Page 842 in the Recorder's Office of said Platte County, Missouri; thence Southeasterly along said centerline, on a curve to the right, having a radius of 282.88 feet and an initial tangent bearing of South 73 degrees 20 minutes 39 seconds East, an arc distance of 114.92 feet; thence South 50 degrees 04 minutes 06 seconds East, continuing along said centerline, 293.88 feet; thence Southeasterly, continuing along said centerline, on a curve to the left, having a radius of 126.85 feet and tangent to the last described course, an arc distance of 68.30 feet; thence South 80 degrees 55 minutes 06 seconds East, continuing along said centerline, 24.24 feet to the Westerly line of the tract owned by said Missouri Conservation Commission; thence Southwesterly, along said Westerly line, on a curve to the right having a radius of 50.00 feet and an initial tangent bearing of South 12 degrees 05 minutes 42 seconds West, an arc distance of 54.38 feet; thence South 15 degrees 35 minutes 25 seconds East, continuing along said Westerly line, 203.00 feet; thence North 87 degrees 20 minutes 48 seconds East, along the South line of said Tract, 404.55 feet to the Point of Beginning, SUBJECT to road rights of way and easements of record, containing 2,761,011 square feet or 63.38 acres;

EXCEPT all mineral rights in the above described tract of land;

AND EXCEPT all that part of the above described Tract described as follows: All that part of the following tract of land that lies below an elevation of 850.00 feet, said elevation based on United States Geodetic Survey Datum: All that part of Section 35 Township 51, Range 34, Parkville, Platte County, Missouri being described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 35, thence South 00 degrees 55 minutes 06 seconds East, along the East line of said Northeast Quarter, a distance of 1870.61 feet to the point of beginning of the tract of land to be herein described; thence south 00 degrees 55 minutes 06 seconds East, continuing along said East line, a distance of 700.00 feet; thence south 89 degrees 04 minutes 54 seconds West, a distance of 700.00 feet; thence North 00 degrees 55 minutes 06 seconds West, along a line parallel with the said East line, a distance of 700.00 feet; thence North 89 degrees 04 minutes 54 seconds East, a distance of 700.00 feet to the point of beginning, including easements for ventilation and utilities, to all subsurface areas below said elevation of 850 feet, including without limitations shafts, apparatus and equipment thereto, as such utilities, shafts, apparatus and equipment are currently or hereafter located;

AND EXCEPT a 20 feet ingress/egress easement for access to subsurface areas, said easement being part of Sections 35 and 36, Township 51, Range 34, Parkville, Platte County, Missouri lying 10.00 feet on both sides of the following described centerline; Commencing at the Northwest corner of the Northwest Quarter of said Section 36; thence North 89 degrees 59 minutes 23 seconds East, along the North line of said Northwest Quarter, 512.07 feet; thence South 00 degrees 00 minutes 37 seconds East, 2730.56 feet to the point of beginning of the centerline to be described herein; thence South 88 degrees 10 minutes 04 seconds West, 93.54 feet; thence Southwesterly, along a curve to the left having a radius of 110.00 feet and tangent to the last described course, an arc distance of 162.78 feet; thence Southwesterly, along a curve to the right, having a radius of 70.00 feet and tangent to the last described curve, an arc distance of 128.70 feet; thence Westerly, along a curve to the left having a radius of 175.00 feet and

tangent to the last described curve, an arc distance of 94.64 feet; thence Westerly, along a curve to the right having a radius of 1000.00 feet and tangent to the last described curve, an arc distance of 209.70 feet; thence Northwesterly, along a curve to the right having a radius of 200.00 feet and tangent to the last described curve, an arc distance of 68.00 feet to a point hereinafter referred to as "Point A", thence Westerly, along a curve to the left having a radius of 150.00 feet and tangent to the last described curve, an arc distance of 94.36 feet; thence South 73 degrees 11 minutes 29 seconds West, 23.67 feet; thence Southwesterly, along a curve to the left having a radius of 330.00 feet and tangent to the last described course, an arc distance of 249.54 feet; thence South 29 degrees 51 minutes 57 seconds West, 6.81 feet to a point on the Northerly right or way line of Missouri Highway No. 9, said point being the point of termination of said centerline;

AND EXCEPT a 20 feet ingress/egress easement for access to subsurface areas, said easement being part of Sections 35 and 36, Township 51, Range 34, Parkville, Platte County, Missouri lying 10.00 feet on both sides of the following described centerline; beginning at "Point "A" described above; thence North 01 degrees 00 minutes 52 seconds East, 318.01 feet; thence North 02 degrees 57 minutes 42 seconds East, 128.90 feet, thence Northeasterly, along a curve to the right having a radius of 50.00 feet and tangent to the last described course, an arc distance of 75.45 feet; thence North 89 degrees 25 minutes 01 seconds East, 94.94 feet; thence Northeasterly, along a curve to the left having a radius of 50.00 feet and tangent to the last described course, an arc distance of 37.86 feet; thence North 46 degrees 02 minutes 08 seconds East, 29.03 feet; thence Northeasterly, along a curve to the right having a radius of 75.00 feet and tangent to the last described course, an arc distance of 56.94 feet; thence North 89 degrees 32 minutes 01 seconds East, 385.58 feet to the point of termination of said centerline.

TRACT B:

All that part of Section 36, Township 51, Range 34, Parkville, Platte County, Missouri, being described as follows: Beginning at a point of intersection of the South line of property owned by the Missouri Conservation Commission and the West line of the Northwest Quarter of said Section 36, Township 51, Range 34, said point being South 00 degrees 55 minutes 06 seconds East, along said West line, 1128.35 feet from the Northwest corner of said Northwest Quarter; thence North 87 degrees 20 minutes 48 seconds East, along the South line of said Conservation Tract, 300.14 feet; thence South 00 degrees 55 minutes 06 seconds East, 300.00 feet East of and parallel with the West line of said Northwest Quarter, 2392.99 feet to the Northerly Right-of-Way line of Missouri Highway No. 9; thence North 80 degrees 26 minutes 55 seconds West, along said line 16.38 feet; thence Northwesterly, continuing along said line, 75.00 feet Northerly of and parallel with the centerline thereof on a curve to the right, having a radius of 11,384.16 feet and an initial tangent bearing of North 63 degrees 06 minutes 15 seconds West, an arc distance of 323.44 feet to a point on the West line of said Northwest Quarter; thence North 00 degrees 55 minutes 06 seconds West, along said West line, a distance of 2225.95 feet to the point of beginning, SUBJECT to that part in roads, if any, containing 693.915 square feet or 15.93 acres;

EXCEPT all mineral rights in the above described tract of land;

AND EXCEPT all that part of the above described Tract described as follows: All that part of the following tract of land that lies below an elevation of 850.00 feet, said elevation based on United States Geodetic Survey Datum: All that part of Section 36 Township 51 Range 34, Parkville, Platte County, Missouri being described as follows: Commencing at the Northwest corner of the Northwest Quarter of said Section 36; thence South 00 degrees 55 minutes 06 seconds East, along the West line of said Northwest $\frac{1}{4}$, a distance of 1700.19 feet to the point of beginning of the tract of land to be herein described; thence North 89 degrees 04 minutes 54 seconds East, a distance of 300.00 feet; thence South 00 degrees 55 minutes 06 seconds East, along a line parallel with said West line, a distance of 870.42 feet; thence South 89 degrees 04 minutes 54 seconds West, a distance of 300.00 feet to a point on said West line; thence North 00 degrees 55 minutes 06 seconds West, along said West line, a distance of 870.42 feet to the point of beginning, including easements for ventilation and utilities, to all subsurface areas below said elevation of 850 feet, including without limitations shafts, apparatus and equipment thereto, as such utilities, shafts, apparatus and equipment are currently or hereafter located;

AND EXCEPT a 20 feet ingress/egress easement for access to subsurface areas, said easement being part of Sections 35 and 36, Township 51, Range 34, Parkville, Platte County, Missouri lying 10.00 feet on both sides of the following described centerline; Commencing at the Northwest corner of the Northwest Quarter of said Section 36; thence North 89 degrees 59 minutes 23 seconds East, along the North line of said Northwest Quarter, 512.07 feet; thence South 00 degrees 00 minutes 37 seconds East, 2730.56 feet to the point of beginning of the centerline to be described herein; thence South 88 degrees 10 minutes 04 seconds West, 93.54 feet; thence Southwesterly, along a curve to the left having a radius of 110.00 feet and tangent to the last described course, an arc distance of 162.78 feet; thence Southwesterly, along a curve to the right, having a radius of 70.00 feet and tangent to the last described curve, an arc distance of 128.70 feet; thence Westerly, along a curve to the left having a radius of 175.00 feet and

tangent to the last described curve, an arc distance of 94.64 feet; thence Westerly, along a curve to the right having a radius of 1000.00 feet and tangent to the last described curve, an arc distance of 209.70 feet; thence Northwesterly, along a curve to the right having a radius of 200.00 feet and tangent to the last described curve, an arc distance of 68.00 feet to a point hereinafter referred to as "Point A", thence Westerly, along a curve to the left having a radius of 150.00 feet and tangent to the last described curve, an arc distance of 94.36 feet; thence South 73 degrees 11 minutes 29 seconds West, 23.67 feet; thence Southwesterly, along a curve to the left having a radius of 330.00 feet and tangent to the last described course, an arc distance of 249.54 feet; thence South 29 degrees 51 minutes 57 seconds West, 6.81 feet to a point on the Northerly right or way line of Missouri Highway No. 9, said point being the point of termination of said centerline.

AND EXCEPT a 20 feet ingress/egress easement for access to subsurface areas, said easement being part of Sections 35 and 36, Township 51, Range 34, Parkville, Platte County, Missouri lying 10.00 feet on both sides of the following described centerline; beginning at "Point "A" described above; thence North 01 degrees 00 minutes 52 seconds East, 318.01 feet; thence North 02 degrees 57 minutes 42 seconds East, 128.90 feet, thence Northeasterly, along a curve to the right having a radius of 50.00 feet and tangent to the last described course, an arc distance of 75.45 feet; thence North 89 degrees 25 minutes 01 seconds East, 94.94 feet; thence Northeasterly, along a curve to the left having a radius of 50.00 feet and tangent to the last described course, an arc distance of 37.86 feet; thence North 46 degrees 02 minutes 08 seconds East, 29.03 feet; thence Northeasterly, along a curve to the right having a radius of 75.00 feet and tangent to the last described course, an arc distance of 56.94 feet; thence North 89 degrees 32 minutes 01 seconds East, 385.58 feet to the point of termination of said centerline.

EXHIBIT B
TAX EXEMPTION LETTER

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

PARK UNIVERSITY
8700 NW RIVER PARK DR
PARKVILLE MO 64152-4358

Missouri Tax I.D.
Number: 12580929

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.2(20), RSMO. This letter is issued as documentation of your exempt status.

Purchases by your Organization are not subject to sales or use tax if within the conduct of your Organization's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Organization only if your Organization issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMO.

Sales by your Organization are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Organization ceases to qualify as an exempt organization, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, Phone 573-751-2836.

(016055)

EXHIBIT D
FINAL LIEN WAIVER

**FINAL RECEIPT AND WAIVER OF
MECHANIC'S LIENS ("Final Lien Waiver")**

_____ ("Date")

Payment History
Project Amount: \$ _____
Prior Payments: \$ _____
Final Amount: \$ _____
Project Balance: \$0.00

1. The undersigned contractor ("Contractor") warrants and represents that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which University or the Construction Project might in any way be responsible, have been paid or otherwise satisfied.
2. Contractor acknowledges receipt of full and final \$ _____ for payment for all labor and/or materials that the Contractor has provided or will provide for improvements that are described on Exhibit A ("Project") constructed on the real property ("Property") of Park University ("Owner") that is described on attached Exhibit B. As to labor, materials, and services of the kinds described in Section 2 below, the Contractor does hereby permanently waive and release all rights it may have to assert a mechanic's, supplier's or any other lien against the Property or any improvement thereon that the Contractor has paid for or will pay for from the Final Amount and all Prior Payments. Owner's payment of the Final Amount constitutes full and final payment owed to the Contractor and reflected on the Contractor's invoice, attached as Exhibit C.
3. Contractor agrees to pay the Owner, its successors and assigns, on demand all Project-related claims, together with all costs, loss and attorney's fees that the Owner may incur in connection with any such claims by, or liens of, all: (i) employees of the Contractor who work on the Project, (ii) subcontractors of the Contractor who work on the Project, (iii) suppliers who provide or will provide materials used or to be used in the Project that the Contractor is obligated to pay pursuant to its Project-related agreements with the Owner, and, (iv) all other third parties who at the behest of the Contractor provided labor, services, goods, materials, related to, or incorporated into, the Project.
4. The person signing this Final Lien Waiver upon behalf of the Contractor, represents and warrants that: (i) he/she is duly authorized to do so, (ii) all labor performed on the Project has been done in a good and workmanlike manner, and, (iii) all materials and equipment used in the Project, are of good quality and meet Owner's specifications and requirements. The Contractor understands that Owner is relying upon all of the representations, warranties and agreements of the Contractor, and its signatory hereto, as stated in this Final Lien Waiver.

Give under my hand and seal this ___ day of _____, 20__.

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
)ss.
COUNTY OF PLATTE)

On this ___ day of _____, 20__, before me, a Notary Public in and for said State, personally appeared _____, the _____, a _____ corporation, known to me to be the person who executed the foregoing Final Lien Waiver on behalf of said corporation, and acknowledged to me that he/she executed the said Final Lien Waiver for the purposes therein stated, as the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in said County and State the day and year last above written.

Notary Public

(Printed Name)

My Commission Expires:
