

<b>Contractor</b>	<b>Name</b>	<b>Owner</b>	<b>Name</b>
<b>Primary Office</b>	<b>Address</b>	<b>Primary Residence</b>	<b>Address</b>

This Rider is made by and between the parties to the Build Contract ("AIA-A105" or "Contract") to which this is attached. This Rider shall be deemed incorporated by reference into the Contract.

## 1. USE OF BOLSTER-APPROVED CONTRACT TEMPLATES

**AIA Contract Fee.** If the Owner elects to use an Authorized Contract Template (and any other associated documents) provided by the American Institute of Architects (The AIA), the Owner shall be responsible for paying Bolster any associated fees which shall be no more than 1.15 \* the retail price of the Contract as set by The AIA.

## 2. PAYMENTS

**Bolster's Role.** Bolster's sole responsibilities and obligations to the parties as a platform shall be to (a) accurately invoice the Owner (b) collect the Owner's funds (c) report to all relevant parties that project funds have been received by Bolster (d) pay Bolster's commission from Contractor's funds at the prevailing and agreed-upon commission rate (e) release funds to the Contractor, less any applicable retention or charges, in a timely and accurate manner upon the Contractor's meeting of the conditions of the project's payment schedule and (f) accurately report the financial position of the project to all parties.

**Milestone payments.** Bolster will request one milestone payment in advance from the Owner and only release these funds to the Contractor upon confirmation that the Contractor has successfully completed that milestone. While Bolster provides the parties with a payment schedule guideline, the parties acknowledge and agree that the Contractor, and not Bolster, is responsible for calculating the payment schedule for work on the project.

**Change Orders.** The parties acknowledge and agree that all change orders on the project are to be actioned, approved, and processed through the Bolster Platform and that any change order administered outside of the Bolster Platform is invalid and Bolster will have no responsibility whatsoever for any consequences of this change order.

**Approved Payment Methods.** Unless otherwise specified by Bolster, the Owner agrees to make payments by wire transfer of payments over the terms of the invoices generated by the Bolster platform and not by credit card or check.

**Indemnification.** Upon receipt of proof of the Owner's funds for a milestone payment having been received through the Bolster platform, the Contractor will automatically consider themselves conditionally paid for that amount and release the Owner from any liability associated with non-payment of that exact amount and proceed to deliver the next milestone of the project.

**Professional's Role.** The parties acknowledge and agree that Bolster's Payment process is dependent upon accurate and timely information being provided to Bolster by the Contractor and Bolster shall have no liabilities whatsoever in connection with or pursuant to failures of the Owner or Contractor to provide accurate and timely information.

**Payment Schedule.** The Owner agrees to pay Bolster directly an initial payment of \$133,000 as a minimum payment under this agreement for a total of **\$368,500**. This figure is subject to change if there is an approved increase or decrease in the scope of work. Payments will be made by the Owner according to the following payment schedule:

Milestone	Milestone Cost	Payable to Bolster	Retention Withheld	Payment Trigger of Milestone to Contractor	Status	
<b>Bolster Bid</b>	\$1,000		\$1,000	N/A	Bolster Bid	Paid
<b>Advance Payment</b>	\$98,000	\$98,000 + \$35,000 =	\$133,000	\$6,650	Advance Payment	Pending
<b>Demolition</b>	\$35,000		\$19,000	\$950	Demolition	Pending
<b>Masonry</b>	\$19,000		\$36,000	\$1,800	Masonry	Pending
<b>Rough Framing</b>	\$36,000		\$38,000	\$1,900	Rough Framing	Pending
<b>Installation of skylights</b>	\$38,000		\$21,000	\$1,050	Installation of skylights	Pending
<b>Rough Plumbing</b>	\$21,000		\$37,000	\$1,850	Rough Plumbing	Pending
<b>Rough Electrical</b>	\$37,000		\$34,000	\$1,700	Rough Electrical	Pending
<b>Installation of Pergola</b>	\$34,000		\$32,500	\$1,625	Installation of Pergola	Pending
<b>Installation of Pedestal Tiles</b>	\$32,500		\$17,000	\$850	Installation of Pedestal Tiles	Pending
<b>Installation of Bench Seat &amp; Planters</b>	\$17,000		\$0	\$0	Installation of Bench Seat & Planters	Pending
<b>Retention Payment to Contractor</b>	\$18,375		\$18,375	(\$18,375)	Installation of Bench Seat & Planters	Pending
<b>Total</b>	<b>\$368,500</b>		<b>\$368,500</b>	<b>\$0</b>		

**Third Party Fees.** Alongside the above payments for the Contractor, the Owner will also be billed for other third party fees that sit outside the Contractor's design work and are currently estimated in the Contractor's Build Contract. These include but are not restricted to the following:

Third Party	Est. Cost
N/A	\$0
N/A	\$0
N/A	\$0
N/A	\$0
N/A	\$0
<b>Total</b>	<b>\$0</b>

## 5. SCHEDULE

The Contractor agrees to deliver the Owner's project according to the following timetable:

Design Stage	Est. Start Date	Time Frame (weeks)	Est. Completion Date
Bolster Bid	N/A	N/A	Completed
Advance Payment	February 4, 2017	3.0	February 25, 2017
Demolition	February 25, 2017	1.0	March 4, 2017
Masonry	March 4, 2017	3.0	March 25, 2017

Rough Framing	March 25, 2017	3.0	April 15, 2017
Installation of skylights	April 15, 2017	2.0	April 29, 2017
Rough Plumbing	April 29, 2017	2.0	May 13, 2017
Rough Electrical	May 13, 2017	2.0	May 27, 2017
Installation of Pergola	May 27, 2017	3.0	June 17, 2017
Installation of Pedestal Tiles	June 17, 2017	2.0	July 1, 2017
Installation of Bench Seat & Planters	July 1, 2017	1.0	July 8, 2017
Retention Payment to Contractor	July 8, 2017	0.0	July 8, 2017
<b>Total</b>		<b>22.0</b>	

## 6. TERMINATION

**Upfront Cancellation.** The parties acknowledge that (a) the Owner has certain rights to terminate the Contract under state law and federal law (see "Notice of Right to Cancel under Regulation Z" attached hereto as Attachment 1), and (b) such rights to terminate may be waived by the Owner under state and federal law in the event of a bona fide emergency. In addition, the Owner may terminate the Contract within three business days (i.e. weekdays excluding federal holidays) of the date Owner countersigns the Contract.

**Failure to Start Project.** The Owner may terminate the Contract if Contractor fails to commence the Project by the start date deadline specified in the Contract.

**Failure to Pay the Bolster Fees.** The Contractor may terminate the Contract if the Owner fails to countersign or pay Bolster within 14 days of the Contractor's signing of the Contract.

**Failure to Perform.** A party may terminate the Contract if the other party is in material breach of the Contract and fails to cure such material breach within 30 days of written notice.

**Failure to Make Payments.** The Contractor may terminate the Contract for default if the Owner persistently or repeatedly fails to make payments as specified above.

**Insolvency.** A party may terminate the Contract upon written notice if the other party becomes the subject of a bankruptcy or similar state law proceeding or becomes insolvent or a trustee, receiver, custodian, or agent is appointed to take charge of the property of such other party or there is an assignment for the benefit of creditors.

## 7. GENERAL

**Compliance with Laws.** The Contractor will observe and abide by and perform all of its obligations under the Contract in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the Contractor, the Project and the Work.

**Miscellaneous.** Except with the express written consent of the other party, neither party may assign, or otherwise transfer any of its obligations hereunder without the express written consent of (a) the other party, which consent shall not be unreasonably withheld, (b) Bolster, and (c) the Surety Provider. Nothing in the Contract or this Rider shall be construed to create a contractual relationship between any persons or entities other than Contractor and owner.

**Entire Agreement.** The A105-2007 Contract, this Rider and Bolster's Terms of Service (found here <http://bolster.us/terms>) constitute the entire agreement of the parties with respect to the Project. No other agreements, oral or written, pertaining to the project exists between the parties, and no purported terms and conditions (e.g. legal "boilerplate") attached to any forms or documents provided by the Contractor shall be valid or binding. The Contract and this Rider may only be modified by a written agreement signed by both parties and with the express written consent of Bolster.

**The terms of this Rider are hereby agreed:**

DATE	SIGNATURE OF BOLSTER CONTRACTOR	DATE	SIGNATURE OF OWNER
PRINT NAME		PRINT NAME	

## ATTACHMENT 1

### Notice of Right to Cancel Under regulation Z

To: Owner ("You" or "Owner")

From: \_\_\_\_\_ ("We" or "Contractor")

Re: Your right to rescind the contract dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_

You are entering into a transaction that may result in a security interest being placed on your home. You have a legal right under federal law to "rescind" or cancel this transaction, without cost, until midnight of the third business day after whichever of the following events occurs last (such date, the "Cancellation Deadline"):

- (1) The date of the transaction, which is \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- (2) The date you receive your "truth in lending" disclosures, if applicable
- (3) The date you receive this notice of your right of cancellation

A "business day" is any calendar day except Sundays and the legal public holidays specified in 5 U.S.C. 6103(a), such as New Year's Day, the Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

The Cancellation Deadline is midnight, \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If you cancel this transaction, the security interest (if any) becomes void. Within 20 calendar days after we receive your notice, we will take the steps necessary to reflect the termination of the security interest (if any), and we will return any money or property we have given any third party in connection with this transaction.

You may keep any money or property we have given you until we have taken the steps mentioned above, but you must then return the money or property to us. If it is impracticable or inequitable for you to return the property, you may tender its reasonable value. You may offer to return the property at your home or at the location of the project. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your tender, you may keep it without further obligation.

If you decide to rescind this transaction, you may do so by notifying us in writing at: **119 West 24th Street, #5016, New York, NY, 10011.**

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights. If you choose to rescind by mail, you must send the notice no later than midnight of the Rescission Deadline. If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than midnight of the Rescission Deadline.

**I WISH TO CANCEL.**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Sample