5. **CONTRACTOR'S RIGHT TO RESCIND:** Buyer hereby authorizes Seller or successors to make whatever inquiries or investigation regarding Buyer's credit rating as Seller deems appropriate. Contractor shall have the right to rescind this Agreement in writing mailed to the above address of Buyer within fourteen days of the execution hereof on the grounds that Buyer s credit has not been approved.

6. **ATTORNEY'S FEES:** In the event that it becomes necessary to retain the services of an attorney in order to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees. For purposes of this paragraph "prevailing party "shall be deemed to include any party to this Agreement (or their assigns or successors in interest) to whom payment of any sum is made by another party to this Agreement (or his assigns or successors) in settlement of or as part of the resolution of any controversy, whether or not Court or arbitration proceedings have been instituted.

7. **INSURANCE:** Contractor shall carry Workmen's Compensation Insurance on all employees and Public Liability and Property Damage Insurance.

8. **ENFORCEABILITY AGAINST TRANSFEREES AND SUCCESSORS:** This Agreement and all its terms shall be binding upon and enforceable against the parties hereto and also against the heirs, estates, successors in interest, assigns, and personal representatives of the parties hereto. It is further expressly agreed that this Agreement and all terms hereof shall also be binding upon and may be enforced against any person, firm, association, or entity to whom Owner transfers any part of his right, title, or interest in or to the premises upon which this Contract is to be performed.

9. **NOTICE TO THE BUYER:** Do not sign this Agreement before you read it or if it contains any blank space. You are entitled to a completely filled in copy of this Agreement. Owner acknowledges that he has read and received a legible copy of this Agreement signed by the Contractor, including all terms and conditions on the back, before any work was done, and that he has read and received a legible copy of every other document that Owner has signed during the contract negotiation. Owner understands that this Agreement shall not bind the Contractor until approved and fully executed by an officer of the Contractor.

10. **NOTICE TO PROPERTY OWNER:** If bills are not paid in full for the labor,services,equipment,or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

ELLIOTT AND ELLIOTT CORP.

By: _____
REPRESENTATIVE

Mark Nelson AA048601
SALESMAN'S LICENSE NUMBER

Approved by: _____

Title _____ Date 9/3/97

OWNER (Buyer)

_____ _____
OWNER'S SIGNATURE DATE

_____ _____
OWNER'S SIGNATURE DATE

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION."