



## CONSTRUCTION CONTRACT AGREEMENT

Between;

– Address;

✓

& CIRCULARCLEAN-WAVE.ORG Ltd. - Address of 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

Eco Burial Chambers™ is a trading style of CIRCULARCLEAN-WAVE.ORG Ltd. Company Number 13815647. cleanwaveorg@gmail.com Tel: 07308139770

Construction Memorial Asset

The Asset that is to be constructed is located at the following address:

✓

Memorial Construction Contract

This Memorial Construction Contract (the "Contract") is entered into on this [date]

Scope of Work:

The Contractor agrees to provide construction services

Supply and fit Eco Elite Concrete Foundations with \_\_\_\_\_ Granite Niche Columbarium

In ; ✓

(the "Project") in accordance with the specifications and drawings attached hereto as Exhibit A.

Payment Terms:

a. The Client agrees to pay the Contractor the total contract price of for the completion of the Project. Payment shall be made in the following manner: via bank transfer.

Deposit 50% of quote in 30days of agreement; balance on completion in 7-8 months.

[Payment Schedule]

b. The Client shall make all payments promptly and in accordance with the agreed-upon schedule. You have a 14 day cooling off period.

Permits:

a. The Contractor and council partner shall be responsible for obtaining all necessary permits, licenses, and approvals required to complete the Project in compliance with local laws, regulations, and ordinances.





- b. The Client shall cooperate with the Contractor by providing all necessary documentation and information required for the permit application process.

**Warranty:**

- a. The Contractor warrants that all materials used in the construction of the Memorial shall be of good quality and free from defects, the granite can withstand 35kg for inspection [350 newton's].
- b. The Contractor further warrants that the construction work performed under this Contract shall be in accordance with industry standards and shall be free from defects in workmanship for a period of industry standard 6 years.
- c. In the event of any defects or non-conformities discovered within the Warranty Period, the Contractor shall promptly remedy the issue at no additional cost to the Client.

**Maintenance Guarantees:**

- a. The Contractor shall provide an extensive maintenance guarantee for a specified period of the Deferred Retail Revenue Split Contract subsequent to the completion of the Project. During this duration, the Contractor shall promptly address and rectify any maintenance issues arising from normal wear and tear.
- b. The Contractor guarantees that the Memorial shall endure the customary environmental conditions prevalent in the cemetery and shall not necessitate significant repairs or replacements during the Maintenance Period.

**Deferred Retail Revenue Split:**

- a. The Contractor and the Client mutually agree to a deferred retail revenue split mechanism pertaining to the Memorial.

The revenue generated from the sale of each Niche associated with the Memorial shall be shared between the Contractor and the Client based on the predetermined percentage distribution stipulated as follows: 50% paid via bank transfer up to 30days after received at retail.

- b. The calculation and disbursement of the revenue split shall be conducted yearly by the Contractor whom shall furnish the Client with a comprehensive report delineating the generated revenues.

**Term of Revenue Split:**

- a. The revenue split shall remain in effect for an extended period of 200 years, commencing from the Effective Date of this Contract.

**Sole Provider of Eco Concrete:**

- a. The Contractor represents and warrants that they are the sole provider of eco concrete using recycled plastic for foundations.

**USAGE OF MATERIALS AND LABOR**

The Parties agree that it is the Constructor's responsibility to provide as well as pay for any labor and/or equipment needed to complete the construction as per the Agreement.





## ADDITIONAL RESPONSIBILITIES OF THE CONSTRUCTOR

The Constructor agrees to the following:

1. To supervise, manage and complete all the construction services as per this Agreement.
2. To keep record of the documents in a safe place accessible only to the Constructor and the Client.
3. To take all necessary precautions for all safety in general.
4. To bear responsibility for any acts of negligence and emergencies and accidents.
5. To provide a guarantee to the Client that the work commenced will be in accordance with the documents of this Agreement.
6. To maintain the property, keep it clean, and to safely dispose of hazardous materials and waste.
7. To train personnel on handling hazardous materials and to be responsible for any illness, damage, or loss of personnel.

## INSURANCE

The Parties agree that it is the Constructor's responsibility to purchase an insurance policy for the construction.

The Parties further agree that it is the Client's responsibility to maintain an insurance that covers replacement costs in the event of fire, theft, act of nature and/or casualty(s).

## TERMINATION

This Agreement may be terminated in case the following occurs:

1. Appreciation of Niche Building Value:
  2. a. The value of the niche building shall appreciate by 2% per annum. This appreciation rate shall be calculated based on the initial value of the niche building as stated in the contract.
3. Cancellation of Ongoing Maintenance:
  4. a. Either party, with written notice to the other party, shall have the right to cancel the ongoing maintenance of the cremation niches. The cancellation notice shall be provided no less than [ 3 months] in advance. To cancel the share split.
5. Severance Package and Share Split:
  6. a. In the event that either party wishes to terminate the 200-year contract prior to its full term, a severance package shall be offered. The severance package shall be calculated based on the fair market value of the remaining term of the contract at the time of termination of 50% of Niche Lease.
  7. b. The severance package will be fulfilled through a share split, whereby the party terminating the contract shall pay a proportional share of the niche building's value based on the remaining term of the contract.





#### INDEMNIFICATION

The Constructor agrees indemnify its personnel, employees and others against all liabilities, expenses, claims or other.

#### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of The United Kingdom.

#### ALTERNATIVE DISPUTE RESOLUTION

Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to Cleanwaveorg@gmail.com  
(Arbitration/mediation/negotiation) Governing Law:

Any disputes arising out of or in connection with this Contract shall be resolved through arbitration in accordance with the rules of the United Kingdom

CONSTRUCTOR

CLIENT

v

>

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Schedule 1 Details of Offer  
Item 1 Buyer >

Name:	
Company:	
Address:	
Telephone:	
Email:	

Item 2 Description of Goods and/or Services

Burial Columbarium  
New Plot  
Grave Numbers.....  
Granite

Item 3 Price

Item	Description	Qty	Offer Price
	Supply and fit Eco Elite Concrete Foundations with Granite Niche Columbarium New Plot Grave Numbers Cemetery		

