

- 15.1.2 Issue a **contract instruction** [14.0] consequent on such inspection, where necessary
- 15.2 The **contractor** shall:
- 15.2.1 Inspect the **works** in advance of the anticipated date for **practical completion** to confirm that the standard of work required and the state of completion of the **works** for **practical completion** [CD] has been achieved
- 15.2.2 Give at least five (5) **working days notice** to the **principal agent** of the anticipated date for the inspection for **practical completion** of the **works** to meet the anticipated date for **practical completion**
- 15.3 The **principal agent** shall inspect the **works** within the period stated [CD] and forthwith issue to the **contractor**:
- 15.3.1 A comprehensive and conclusive **list for practical completion** [14.1.12] where the **works** has not reached **practical completion** specifying the **defects** to be rectified and work to be completed to achieve **practical completion**
- 15.3.2 An updated **list for practical completion** limited to items on the **list for practical completion** that have not been attended to satisfactorily. The **contractor** shall repeat the procedure until all items on the **list for practical completion** have been attended to satisfactorily before the **certificate of practical completion** is issued by the **principal agent**
- or ...
- 15.3.3 A **certificate of practical completion** with a copy to the **employer** stating the date on which **practical completion** of the **works** was achieved
- 15.3.4 A **list for completion** with a copy to the **employer** of items to be rectified and work to be completed
- 15.4 Should the **principal agent** not issue a **list for practical completion** or the updated list within five (5) **working days** after the inspection period, [15.3] the **contractor** shall give **notice** to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **practical completion** shall be deemed to have been achieved on the date of such **notice** and the **principal agent** shall issue the **certificate of practical completion** forthwith
- 15.5 Where the **employer** takes possession of the whole or a portion of the **works** by agreement with the **contractor**, **practical completion** shall be deemed to have occurred [15.3.3-4]
- 15.6 On issue of the **certificate of practical completion** the **employer** shall be entitled to possession of the **works** and the **site** subject to the **contractor's** lien, or right of continuing possession of the **works**, where this has not been waived

16.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

- 16.1 The defects liability period for the **works** shall commence on the **calendar day** following the date of **practical completion** and end at midnight (00:00) ninety (90) **calendar days** from the date of **practical completion** [CD] or when work on the **list for completion** has been satisfactorily completed [16.4], whichever is the later
- 16.2 On expiry of the **defects** liability period the **principal agent** shall inspect the **works** and forthwith issue:
- 16.2.1 A **list for final completion** specifying all outstanding work to be completed and/or **defects** to be rectified to achieve **final completion** where the **works** has not reached **final completion**. The **contractor** shall promptly attend to the items listed, and repeat the procedure until the **certificate of final completion** is issued by the **principal agent**
- or...
- 16.2.2 A **certificate of final completion** to the **contractor** with a copy to the **employer** where the **works** has reached **final completion**
- 16.3 Where the **principal agent** has not issued the **list for final completion** or the updated list within five (5) **working days** after the inspection period, [16.2.1] the **contractor** shall forthwith give **notice** to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **final completion** shall be deemed to have been achieved on the date of expiry of the **notice**
- 16.4 A **certificate of final completion** shall be conclusive as to the sufficiency of the **works** and that the **contractor's** obligations [11.2.6] have been fulfilled other than for **latent defects**

- 16.5 The latent defects liability period for the **works** shall commence at the start of the **construction period** and end five (5) years from the date of **final completion** [16.2.2]
- 16.6 Where termination of this **agreement** occurs before the date of **final completion**, the latent defects liability period shall end:
- 16.6.1 Five (5) years from the date of termination [21.11]
- or...
- 16.6.2 On the date of termination where execution of the **works** has become impossible due to circumstances beyond the control of either **party** [21.17], or on the date of termination by the **contractor** due to default by the **employer**, the **principal agent** and/or **agents** [21.6]
- 16.7 Where the **contractor** or a supplier is required to give a guarantee, warranty or indemnity, other than a **security** to the **contractor**, the rights under such guarantee, warranty or indemnity shall be ceded to the **employer** on the date of issue of the **certificate of final completion**. This cession shall not prejudice any other rights the **employer** may have
- 16.8 The **contractor** shall make good all **latent defects** that appear up to the date of expiry of the latent **defects** liability period [3.3]

17.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

- 17.1 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** without an adjustment of the **contract value** for a delay to **practical completion** caused by one or more of the following events:
- 17.1.1 Adverse weather conditions
- 17.1.2 Inability to obtain **materials and goods** where the **contractor** has taken reasonable steps to avoid or reduce such delay
- 17.1.3 Making good physical loss and repairing damage to the **works** [8.0] where such risk is beyond the reasonable control of the **parties**
- 17.1.4 Exercise of statutory power by a body of state, public or local authority that directly affects the execution of the **works**
- 17.1.5 **Force majeure**
- 17.2 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** with an adjustment of the **contract value** [20.0], for a delay to **practical completion** caused by one or more of the following events:
- 17.2.1 Delayed possession of the **site** [10.1.6]
- 17.2.2 Making good physical loss and repairing damage to the **works** where the **contractor** is not at risk
- 17.2.3 **Contract instructions** [14.0] not occasioned by the **contractor's** default
- 17.2.4 Opening up [14.1.6] and testing of work and **materials and goods** [14.1.5] where such work is in accordance with the **agreement**
- 17.2.5 Late or incorrect issue of **construction information** [10.1.2; 12.1; 14.1]
- 17.2.6 Late supply of **free issue, materials and goods** for which the **employer** is responsible
- 17.2.7 An act or omission of a **direct contractor** [13.0]
- 17.2.8 **Suspension of the works**
- 17.3 Where the circumstances in 17.1 or 17.2 do not apply or due to any other cause beyond the **contractor's** control the **contractor** may give **notice** of a possible claim to the **principal agent** on becoming aware of such delay
- 17.4 The **contractor** shall give **notice** at the next site meeting of the cause of such delay and the **working days** claimed and expense and loss incurred where applicable

17.5 The **principal agent** shall:

- 17.5.1 Determine the revised date for **practical completion** by granting, reducing or refusing each extension claimed at intervals no greater than ten (10) **working days**
- 17.5.2 Determine the adjustment of the **contract value** where claimed at intervals no greater than ten (10) **working days**
- 17.5.3 Record the details of the delay and adjustment to the **contract value** in the **contract minutes**
- 17.6 Where the **contractor** disagrees with such a decision, the **principal agent** shall give reasons for his decision to revise the date for **practical completion** and/or to adjust the **contract value** and shall record such information in the **contract minutes**. The **contractor** may dispute such reasons and the effects thereof

18.0 PENALTY FOR LATE OR NON-COMPLETION

- 18.1 Where the **contractor** fails to bring the **works** to **practical completion** by the date for **practical completion**, or the revised date for **practical completion**, the **contractor** shall be liable to the **employer** for the **penalty** [CD]
- 18.2 Where the **employer** elects to levy such **penalty** the **employer**, or the **principal agent** on instruction from the **employer**, shall give **notice** thereof to the **contractor**. The **principal agent** shall determine the **penalty** due from the later of the date for **practical completion** [CD], or the revised date for **practical completion**, up to and including the earlier of:
 - 18.2.1 The actual or deemed date of **practical completion** of the **works** [15.3.3]
 - 18.2.2 The date of termination [21.6]
- 18.3 The **principal agent** shall include the **penalty** in regular interim **payment certificates** from the date on which the **employer's** entitlement to **penalties** commences

PAYMENT

19.0 PAYMENT

- 19.1 The **contractor** shall cooperate with and assist the **principal agent** in the preparation of payment valuations by providing all required documents and quantified amounts of work duly executed. Where the **contractor** has not provided such information the **principal agent** shall make a fair estimate of the work executed
- 19.2 The **principal agent** shall regularly by the due date [CD] issue **payment certificates** to the **contractor** with a copy to the **employer** until and including the issue of the final **payment certificate**. A **payment certificate** may be for a nil or negative amount
- 19.3 Each **payment certificate** shall separately include:
 - 19.3.1 A fair estimate of the value of work executed
 - 19.3.2 A fair estimate of **materials and goods** [CD]
 - ~~19.3.3 Security adjustment [9.1.2]~~
 - 19.3.4 The gross amount certified
 - 19.3.5 The amount previously certified
 - 19.3.6 Amounts due to either **party**
 - 19.3.7 **Tax**
 - 19.3.8 Interest due [19.9]
 - 19.3.9 Other non-taxable amounts
 - 19.3.10 The net amount certified due to the **contractor** or the **employer**

- 19.4 The value of **materials and goods** [19.3.2] (excluding **materials and goods off site** or in transit) shall be included in the amount certified only where:
- 19.4.1 Not prematurely delivered or offered for delivery in terms of the **programme**
- 19.4.2 Stored and suitably protected against loss and damage
- 19.5 The value of **materials and goods** [19.3.2] stored **off site** and/or in transit shall be included in the amount certified only where covered by a **guarantee for advance payment** or such other **security** as may be acceptable to the **employer** [CD]
- 19.6 **Materials and goods** when certified [19.4] and paid for shall become the property of the **employer** and shall not be removed without the written authority of the **principal agent**
- 19.7 An interim **payment certificate** shall not be evidence that the **works** and **materials and goods** are in terms of the **agreement**
- 19.8 The **principal agent** shall certify one hundred per cent (100%) of the amount of the **final account** including adjustments in the **final payment certificate**
- 19.9 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** including **default interest**, if due, within fourteen (14) **calendar days** of the date of issue of the **payment certificate** [CD]
- 19.10 The **contractor** shall pay the **employer** the amount certified in an issued **payment certificate** including **default interest**, if due, within ~~twenty one (21)~~ ^{thirty (30)} **calendar days** of the date of issue of the **payment certificate** [CD]
- 19.11 Where the **employer** has made a partial or no payment of the amount due in an issued **payment certificate** by the due date or where the **principal agent** fails to issue a **payment certificate**, the **contractor** may give three (3) **working days notice** to comply, failing which the **contractor** may:
- 19.11.1 **Suspend the works** [21.1]
- ~~19.11.2 Exercise the lien, or right of continuing possession of the **works**, where this has not been waived~~
- ~~19.11.3 Call up the **guarantee for payment** [9.2]~~
- 19.12 The **principal agent** shall issue the **final payment certificate** to the **contractor** with a copy to the **employer** within five (5) **working days** of acceptance of the **final account** by the **contractor**, but not before the issue of the **certificate of final completion**, other than on termination [20.8]
- 19.13 Where the **contractor** disputes the correctness of the **final account** within the period allowed [20.9], the **principal agent** shall issue interim **payment certificates** to the **contractor** with a copy to the **employer** by the due date [CD] for the undisputed amount(s)
- 19.1.4 For the purposes of provisional sentence in relation to a **payment certificate** only, the **parties** consent to the jurisdiction of any court of **law** of the country [CD]

20.0 ADJUSTMENT TO THE CONTRACT VALUE AND FINAL ACCOUNT

- 20.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account**. Where such adjustments require measurement on **site**, the **contractor** shall have the right to be present
- 20.2 The **principal agent** shall rectify discrepancies, errors in description or quantity, or omission of items in the **agreement** other than in this **agreement** [14.1.1]
- 20.3 The **principal agent** shall adjust the **contract value** resulting from a **contract instruction** [14.1.2] determined as follows:
- 20.3.1 Work of a similar character executed under similar conditions shall be priced at the rates in the **priced document**
- 20.3.2 Work not of a similar character shall be priced at rates based on those in the **priced document** and adjusted to suit the changed circumstances
- 20.3.3 If the above methods do not apply, work shall be priced at rates based on the necessary use of labour, **construction equipment** and/or **materials and goods** for executing the work plus an allowance of ten per cent (10%) mark-up

- 20.4 Where the **contractor** has made payment for items not included in the **priced document**, the actual amounts paid plus a ten per cent (10%) mark-up shall be added to the **contract value** limited to:
- 20.4.1 Charges by authorities
- 20.4.2 The cost of opening up and testing [14.1.6] where the work is according to the **agreement**
- 20.5 The **contractor** shall give **notice** to the **principal agent** of becoming aware of expense and/or loss for which provision was not required in the **contract sum**
- 20.6 The **principal agent** shall:
- 20.6.1 Omit **employer allowances** [14.1.13] and **prime cost amounts** from the **contract sum** and determine the actual value of such work to be added to the **contract value**
- 20.6.2 Prorate the **contractor's** allowances for profit and attendance on **employer allowances** and **prime cost amounts**
- 20.6.3 Adjust the **preliminaries** in the **priced document**
- 20.7 Where the **employer** has incurred expense and loss arising from an insurance claim for which the **contractor** was responsible the **employer** shall provide details thereof to the **principal agent** for adjustment of the **contract value** in the amount stated
- 20.8 The **principal agent** shall prepare and issue the **final account** to the **contractor** within thirty (30) **working days** of the date of **practical completion**
- 20.9 The **contractor** shall accept the **final account** or object with substantiated reasons within fifteen (15) **working days** of receipt thereof failing which the **final account** shall be deemed to be accepted
- 20.10 Should the **contractor** give **notice** objecting to the correctness of the **final account** within the period [20.9] and such objection not be resolved within ten (10) **working days**, or such an extended period as the **principal agent** may allow on request from the **contractor**, the **contractor** may give **notice** of a disagreement

SUSPENSION OR TERMINATION

21.0 SUSPENSION OR TERMINATION

Suspension or termination by the contractor

- 21.1 The **contractor** may give **notice** of intention to suspend or terminate this **agreement** where the **employer** has failed to timeously:
- ~~21.1.1 Provide and/or maintain a **guarantee for payment** [CD] [9.2]~~
- 21.1.2 Give possession of the **site** to the **contractor** [10.1.6]
- 21.1.3 Pay the amount certified [19.11.1]
- 21.1.4 Appoint another **principal agent** and/or **agents** [5.5]
- 21.1.5 Allow the **principal agent** and/or **agents** to exercise fair judgement [5.6]
- 21.1.6 Effect insurances [8.2]
or ...
- 21.1.7 Where the **principal agent** has failed to timeously issue to the **contractor** **construction information** [10.1.2] or a **payment certificate** [19.2]
- 21.2 Where the **employer** or **principal agent** is in default [21.1.1 – 7] the **contractor** may give five (5) **working days** **notice** to the **employer** of intention to suspend the **works**. Where a specified default in terms of the **notice** has not been remedied the **contractor** may suspend execution of the **works** until such default has been remedied without prejudice to any rights the **contractor** may have
- 21.3 Where the **works** has been suspended [21.1] the **principal agent** shall revise the date for **practical completion** on resumption of the **works** [17.2.8]

- 21.4 Where the **contractor** decides to terminate this **agreement** the **contractor** shall give **notice** to the **employer** and/or the **principal agent** of a specified default [21.1.1-7] to be remedied within five (5) **working days** of the date of receipt of such **notice**
- 21.5 Where a specified default has not been remedied within such period [21.4] the **contractor** may give **notice** to the **employer** and the **principal agent** of the termination of this **agreement** forthwith
- 21.6 Where this **agreement** is terminated:
- 21.6.1 The **contractor** shall remove temporary structures, **construction equipment** and surplus **materials and goods** from the **site** within ten (10) **working days**, or such period agreed by the **principal agent**
- 21.6.2 The latent defects liability period for the completed portion of the **works** shall end on the date of termination [16.5]
- 21.6.3 The **contractor** may be entitled to damages
- 21.6.4 The **guarantee for payment**, where applicable [CD], shall expire on payment of the **final payment certificate**
- 21.6.5 The **guarantee for construction** shall expire on the date of termination
- 21.6.6 The **guarantee for advance payment**, where applicable [CD], shall expire on repayment of amounts due to the **employer**
- 21.7 Termination of the **works** shall not prejudice any rights the **contractor** may have
- 21.8 The right to terminate may not be exercised where the **contractor** is in material breach of this **agreement**
- Termination by the employer**
- 21.9 The **employer** may give **notice** of intention to terminate this **agreement** where the **contractor** has failed to:
- ~~21.9.1 Provide and/or maintain a **guarantee for construction** [CD] [9.1.1]~~
- 21.9.2 Proceed with the **works** [11.2.6]
- 21.9.3 Comply timeously with a **contract instruction** [14.3]
- 21.10 Where the **employer** contemplates terminating this **agreement** the **principal agent** shall give **notice** to the **contractor** of a specified default [21.9.1-3] to be remedied within ten (10) **working days** of the date of receipt of such **notice**
- 21.11 Where a specified default has not been remedied within such period [21.10] the **employer** may give **notice** to the **contractor** of termination of this **agreement** forthwith
- 21.12 The **employer** may:
- 21.12.1 Employ others to safeguard the **works**, complete the outstanding work and rectify defects in that portion of the **works** executed by the **contractor** [10.2.2]
- 21.12.2 Use **materials and goods** and temporary structures on the **site** for which payment shall be included in the **final account**
- 21.12.3 Sell temporary structures or **construction equipment** belonging to the **contractor** where the **contractor** fails to remove such items on **notice** to do so, without being responsible for any loss or damage
- 21.12.4 Recover damages from the **contractor** from the date of termination including, but not limited to, additional costs incurred in the completion of the **works**
- 21.12.5 Apply the **penalty** [18.2] up to the date of termination where the initial or revised date for **practical completion** has passed
- 21.13 The **employer** has the right of recovery against the **contractor**, where applicable, [CD], from the:
- 21.13.1 **Guarantee for construction** until the final payment has been made
or ...
- 21.13.2 **Payment reduction**

or ...

- 21.13.3 **Guarantee for advance payment** until the outstanding balance has been repaid to the **employer**
- 21.14 The latent defects liability period for the completed portion of the **works** shall end [16.6] five (5) years from the date of termination
- 21.15 Termination of the **works** shall not prejudice any rights the **employer** may have
- 21.16 The right to terminate may not be exercised where the **employer** is in material breach of this **agreement**

Termination due to impossibility of performance

- 21.17 Either party may terminate this **agreement** where the **works** is:
- 21.17.1 Stopped for forty-five **calendar days** due to circumstances beyond the control of either **party**
- 21.17.2 Substantially damaged or destroyed
- 21.18 Where either **party** decides to terminate this **agreement** the party seeking termination shall give **notice** to the other **party**
- 21.19 The **contractor** shall:
- 21.19.1 Cease work and ensure that the **works** is safe in terms of the **law**
- 21.19.2 Remain responsible for the **works** [11.2] until possession is relinquished to the **employer**
- 21.20 Termination shall take effect from the date recorded by the **principal agent** [21.19.2]
- 21.21 The **securities**, where applicable, shall expire and be returned to the **contractor** or **employer**:
- 21.21.1 The **guarantee for payment** shall expire on payment of the **final payment certificate** or on payment in full of the guaranteed sum or on the **security** expiry date, whichever is the earlier
- 21.21.2 The **guarantee for construction** shall expire on the date of termination
- 21.21.3 The **guarantee for advance payment** shall expire on repayment of amounts due to the **employer**
- 21.22 The **principal agent**, in consultation with the **contractor** where possible, shall within twenty (20) **working days** out of the date of termination compile and issue to the **parties** a **status report** of the **works** including marked up drawings and photographs recording completed and incomplete work on the date of termination of the **works**
- 21.23 The **principal agent** shall continue to certify the value of the work executed and **materials and goods** until the issue of the **final payment certificate** [19.2; 19.8]
- 21.24 The **principal agent** shall commence and complete the **final account** [20.0] within thirty (30) **working days** of the date of termination including the cost of **materials and goods** and those ordered before termination that the **contractor** is bound to accept and make payment for
- 21.25 This clause [21.0] shall, to the extent necessary to fulfil its purpose, exist independently of this **agreement**

DISPUTE RESOLUTION

22.0 DISPUTE RESOLUTION

- 22.1 Should any disagreement arise between the **employer** (or the **principal agent** or an **agent**) and the **contractor** out of or concerning this **agreement**, its validity or termination, either **party** may give **notice** of disagreement. The **parties** shall attempt to resolve such disagreement between them and record such resolution in writing signed by them
- 22.2 Where the disagreement is not resolved within ten (10) **working days** of receipt of the **notice** of disagreement, such disagreement shall be deemed to be a dispute and may be referred to adjudication by either **party**
- 22.3 The **notice** of adjudication shall clearly define the scope of the dispute and the relief sought by adjudication

- 22.4 Failure to comply with the procedure described [22.5] shall cause the dispute to be resolved by arbitration and not by adjudication
- 22.5 Where a dispute is referred to adjudication:
- 22.5.1 The adjudicator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the **parties**
- 22.5.2 The applicable rules shall be stated [CD] or shall be by agreement between the **parties** and the adjudicator, failing which the rules shall be determined by the adjudicator. Neither **party** shall be entitled to legal representation, unless otherwise agreed in writing by the **parties**
- 22.5.3 A determination given by the adjudicator shall be immediately binding upon and implemented by the **parties** notwithstanding that either **party** may give **notice** to refer the determination to arbitration
- 22.5.4 Where the adjudicator has not given a determination within the time period allowed or an extended time period provided in the applicable rules for adjudication either **party** may give **notice** to the other **party** and to the adjudicator that if such determination is not received within ten (10) **working days** of receipt of this **notice** his appointment is thereupon automatically terminated and such dispute shall be referred to further adjudication or arbitration, at the option of the claimant
- 22.5.5 The adjudicator shall not be eligible for subsequent appointment as the arbitrator
- 22.6 Where the dispute is referred to arbitration:
- 22.6.1 Arbitration shall not be construed as a review or appeal from any adjudicator's determination and that any such determination by the adjudicator shall remain in force and continue to be implemented until overturned by an arbitration award
- 22.6.2 The resolution of the dispute shall commence anew
- 22.6.3 The referring **party** in the adjudication shall be the claimant in the arbitration
- 22.6.4 The arbitrator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the **parties**
- 22.6.5 The applicable rules shall be stated [CD] or shall be by agreement between the **parties** and the arbitrator, failing which the rules shall be determined by the arbitrator
- 22.6.6 The arbitrator shall have the authority to finally determine the dispute including the power to make, open up and revise any certificate, opinion, decision, determination, requisition or **notice** relating to the dispute as if no such certificate, opinion, decision, determination, requisition or **notice** had been issued or given
- 22.6.7 The arbitrator's award shall be final and binding on the **parties**
- 22.7 Where the body to nominate an adjudicator [CD] or an arbitrator [CD] is not specified the referring **party** shall be entitled to stipulate the body that is to nominate the adjudicator or the arbitrator binding the other **party** to accept such nomination
- 22.8 Notwithstanding the provisions relating to the resolution of a disagreement, adjudication or arbitration [22.5; 22.6], the **parties** may, by agreement and at any time, refer a dispute to mediation, in which event:
- 22.8.1 The provisions relating to adjudication and/or arbitration shall be deemed to be suspended from the time of such agreement until **notice** by either **party** that they be resumed
- 22.8.2 The appointment of a mediator, the procedure and the status of the outcome shall be agreed between the **parties**
- 22.8.3 Regardless of the outcome of a mediation the **parties** shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses
- 22.9 The **parties** shall continue to perform their obligations in terms of this **agreement**, notwithstanding that a disagreement or dispute exists between them
- 22.10 This clause [22.0] shall, to the extent necessary to fulfil its purpose, exist independently of this **agreement**

AGREEMENT

This **agreement** comprises the entire contract between the **parties**. No representations, terms, conditions or warranties not contained in this **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating this **agreement** including this clause shall be effective unless reduced to writing and signed by the duly authorised representatives of the **parties**.

The contracting **parties**

The parties	Employer	Contractor
Business name		
Business type		
Business registration		
Tax number (VAT/GST)		
Contact person		
Telephone		
Mobile number		
E-mail		
Address: Building name		
Address: Street		
Address: Suburb		
Address: City		
Address: P O Box		
Address: Post Office		
Address: Province		
Address: Country		
Project name		
Project location		
Currency		
Accepted contract sum including tax		
Accepted contract sum including tax in words		
Signed – who by signature hereto warrants authority		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of witness		