

This Contract, entered into this 21st day of July 1880
between The Agricultural & Mechanical College of
Kentucky as party of the first part, and L. Bush & Son
of Lexington Ky as party of the second part, and C. Shryock as
party of the third part as security for the party of the second part.

WITNESSETH, the following agreements and conditions between the parties.

1st, The party of the second part, hereby agrees and binds himself that he will furnish all workmanship, labor, implements, models, moulds, materials, cartage and scaffolding, and do all work necessary for the

completion of the carpenters work in the College Building,
Dormitory Boiler & Presidents House
first part, to be situated on a lot adjoining the town of Lexington Ky
in exact accordance with the plans and specifications prepared therefor, by H. P. McDONALD & BRO.,
and under their supervision, furnishing them all due facilities for inspecting the work, and to their
entire satisfaction.

2d, The party of the first part agrees and binds itself that it will
in consideration of the covenants herein being strictly carried out by second party, pay to the second party the sum of

Sixteen Thousand Seven Hundred dollars in lawful money
of the United States, upon the certificate of the said architects, that the same is due, and also upon second parties furnish-
ing (if required,) the certificate of the proper office, that there are no mechanic's liens of record against the building. The

said payments to be made in the following manner. Eighty Five per Cent

of the value of the work done is to be
paid as the work progresses upon the
articles certified & the balance
upon the
completion & acceptance of the work by the
architects & the return of the drawings to the ar-
chitect And it is further agreed between the parties.

3d, That the drawings and specifications are intended to co-operate so that any works exhibited in the drawings, and
not mentioned in the specifications or *vice versa*, are to be executed by second party the same as if they were mentioned in
the specifications and set forth in the drawings to the true intent and meaning of the drawings and specifications, without
extra charge.

4th, Should the first party at any time during the progress of the work require any additions to or omission from this
contract, or to make any change in plan or style of work, it will be carried out by the second party. The value of said
change being first agreed on in writing, and the subsidiary contract endorsed on this contract, so that the amount may be
added to or deducted from the amount of this contract, according as it may increase or diminish the total cost of the work.

5th, That the labor, materials and workmanship furnished will be such as is described in the specification, and if any
that is inferior to that so described, be substituted by the second party without consent of first party, second party will be
entitled to receive only compensation for that furnished and not that contracted for, provided he be notified during the
progress of said substitution by the said architects, that the said reduction will be claimed and refuses or neglects to supply
what is specified. Nothing in this clause, 5th, is to be so construed as releasing second party or his surety from final re-
sponsibility for non compliance with this contract, where defective or inferior workmanship was not discovered at the time
the work was going on.

That a force of mechanics and a supply of
material satisfactory to the architects shall
be kept on the work. In the event of a
failure or refusal to supply the same after
four days notice in writing the architects
may employ men and purchase material
paying the market price for the same &
the money so expended by the architects
will be charged on this contract as so much
money to 2nd party & in the event that there be
not sufficient money in 1st partys hands to cover
the same his surety (the 3rd party to this con-
tract will make it good

6th, Should any dispute arise concerning the true construction and meaning of the drawings or specifications, it shall be
decided by the said architects, without appeal. Should a dispute arise concerning the value of any extra
work, or work omitted, as provided in section four, it shall be decided by two competent persons, one selected by each of
the two parties to this contract, and if they two cannot agree, they shall have power to call in a third, and the decision of
two of the three shall be final. Any deduction on account of substitution of inferior work or material provided for in
clause five of this contract, shall be fixed by the said architects at the time they give notice to the second party that claim
will be made for it, and that shall be the basis of settlement.

7th, The second party will, at all times keep a good and efficient foreman upon the work, who shall receive any in-
structions from the said architects, with regard to the work, and they shall be carried out the same as if given to second
party himself. It is understood that if sufficient cause appear to the said architects, this foreman or any mechanic or
laborer employed upon the work, shall be removed from the work, and not re-employed, but others substituted in their
place.

8th, The work shall be commenced by, or before the _____ day of _____
and shall be pushed forward to completion as rapidly as durability and safety will permit, and shall be completed by or be-

fore the _____ day of _____ 18_____, and should second party fail to

complete the work at the time agreed, he will pay rent for the premises, at the monthly rental of _____
dollars per month, from the date fixed for its completion, until it is formally accepted by the said architects, unless said de-
lay shall have been caused by circumstances over which second party could have no control, and this clause of this contract
shall be a valid lease upon the premises until such formal acceptance, and the rental thus accruing shall be deducted from
the amount of this contract. In case any charges are made by the said architects, for supervision of the work, extending
over a longer time than that agreed upon for the completion of the work in this contract, on account of second party's fail-
ure to complete it within the time agreed on, they shall be deducted from the amount of this contract.

9th, Second party assumes the risk of any accident or damage that may occur to the building, or to persons about the
building during the progress of the work, and agrees to make good any damage that may be so caused, and to hold first
party harmless from whatever source they may come.

10th, The said third party, surety of this contract, is acquainted with its contents and guarantees that second party
will perform all the stipulations contained therein, for the consideration of one dollar, receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, the said parties, have signed their names, the day and date above written in

The Agricultural & Mechanical College of
Kentucky by its Executive Committee
W. B. Kniskern chm } First party.
J. F. Robinson }

L. Bush & Son } Second party.
Witness.

Cincinnati Shryock } Third party.
Julien S. Hooper } Witness.