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Introduction and Parties

Introduction

This Demolition Agreement (the "Agreement") is made and entered into as of August 9, 2025.

Parties

Demolition Contractor

DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Contractor").

Client

Acme, Inc ("ACME-1"), a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Client").

Purpose

The Client desires to engage the Contractor to perform certain demolition services. The Contractor agrees to perform such services, including the demolition of a commercial building, all in accordance with the terms and conditions of this Agreement.

Scope of Work

DocuPal Demo, LLC will perform demolition services for ACME-1 as described in this section. The demolition work will take place at ACME-1's property located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.



Demolition Tasks

DocuPal Demo, LLC will demolish the main building located on the property. The work includes removing all above-ground structures and debris.

Methods and Equipment

DocuPal Demo, LLC will use excavators, bulldozers, and wrecking balls for the demolition. We will ensure that all equipment is operated by trained and certified personnel.

Environmental and Safety Restrictions

DocuPal Demo, LLC will perform asbestos abatement before demolition begins. We will implement dust control measures throughout the project. We will adhere to all local, state, and federal environmental and safety regulations.

Exclusions

Underground utilities are excluded from this demolition project. ACME-1 is responsible for marking and disconnecting all underground utilities before the project starts. DocuPal Demo, LLC is not liable for any damage to unmarked or active underground utilities.

Deliverables

DocuPal Demo, LLC will deliver a cleared site, free of all demolition debris. We will handle and dispose of all materials according to applicable regulations. ACME-1 will receive documentation of proper disposal upon completion of the project.

Project Timeline and Milestones

The demolition project will begin on March 15, 2024, and is expected to be completed by April 30, 2024. DocuPal Demo, LLC will diligently work to meet this timeline.

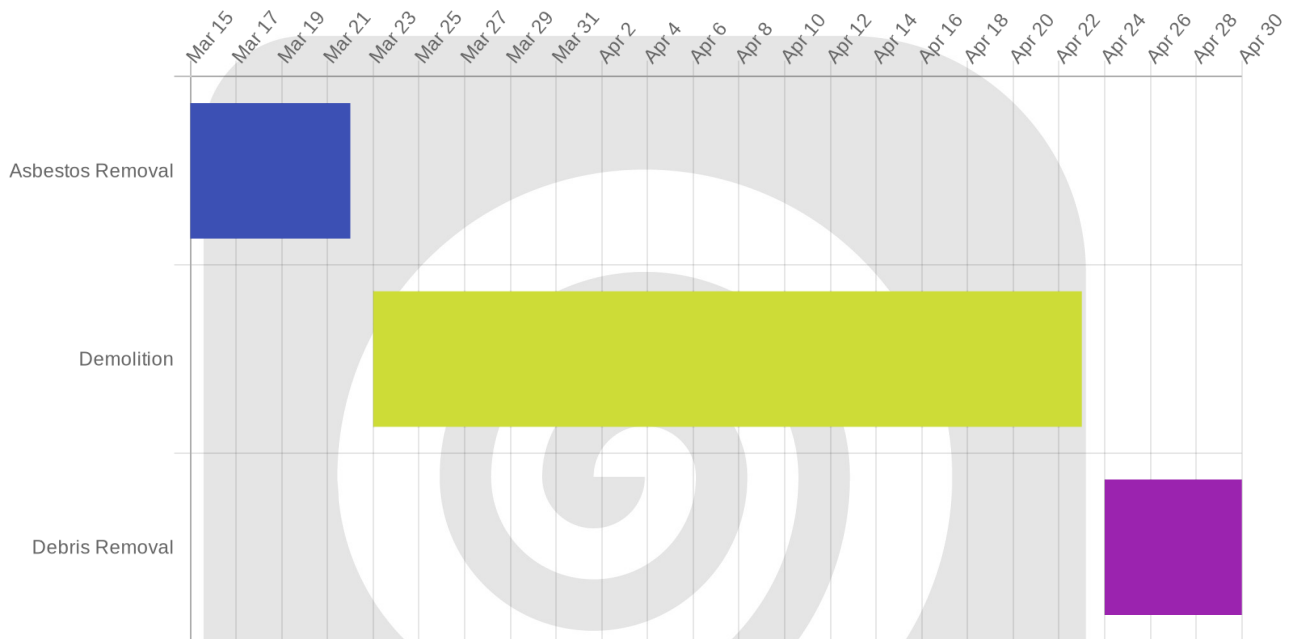


Key Milestones

We will track progress against these key milestones:

- Asbestos Removal Completion
- Demolition Commencement
- Debris Removal Completion

Schedule



Liquidated Damages

Acme, Inc. acknowledges that DocuPal Demo, LLC will incur liquidated damages of \$500 per day for any delays to project completion.

Payment Terms and Pricing

The total contract amount for the demolition services outlined in this Agreement is \$50,000 USD. ACME-1 will make payments to Docupal Demo, LLC according to the following schedule:

Payment Schedule

- **Upfront Payment:** 25% of the total contract amount, equaling \$12,500, is due upon execution of this Agreement.
- **Demolition Payment:** 50% of the total contract amount, equaling \$25,000, is due upon completion of the demolition phase.
- **Debris Removal Payment:** 25% of the total contract amount, equaling \$12,500, is due upon completion of debris removal.

Invoicing

Docupal Demo, LLC will submit invoices to ACME-1 according to the payment schedule. Invoices will include a detailed description of the work completed and the corresponding payment amount. ACME-1 agrees to remit payment within thirty (30) days of the invoice date.

Change Orders and Payment Adjustments

Any changes to the scope of work outlined in this Agreement must be documented in a written change order. Both parties must approve and sign change orders. The change order will outline any adjustments to the contract price or payment schedule as a result of the change in scope. Docupal Demo, LLC will not commence work on any changes to the scope until a written change order has been executed.

Safety and Compliance Requirements

DocuPal Demo, LLC is committed to performing all demolition work in a safe and compliant manner. This includes adherence to all applicable federal, state, and local regulations.

Safety Standards

All work will be performed in accordance with Occupational Safety and Health Administration (OSHA) standards. DocuPal Demo, LLC will ensure that all employees on site are properly trained and equipped with the necessary safety gear, including but not limited to hard hats, safety glasses, and appropriate respiratory protection. Regular safety meetings will be conducted to address potential hazards and reinforce safe work practices.



Permits and Licenses

DocuPal Demo, LLC will obtain all required permits and licenses before commencing any demolition work. This includes a demolition permit from the city of Wilsonville, Oregon. If asbestos or other hazardous materials are present, DocuPal Demo, LLC will obtain the necessary abatement permits and licenses, including an asbestos removal permit. Copies of all permits will be kept on site and made available for inspection upon request.

Hazardous Materials Handling

Any hazardous materials identified on the site, including asbestos, will be handled and disposed of in strict accordance with Environmental Protection Agency (EPA) guidelines. DocuPal Demo, LLC will use licensed and qualified subcontractors for the removal and disposal of hazardous materials. These materials will be transported in approved containers to licensed disposal facilities. Documentation of proper disposal will be provided to ACME-1.

Insurance and Liability

Insurance Coverage

DocuPal Demo, LLC will maintain general liability insurance with a minimum coverage of \$1,000,000. This insurance will cover any liabilities arising from our demolition activities. Acme, Inc will maintain property insurance on the structure and surrounding property. Both parties shall provide certificates of insurance evidencing the required coverage upon request.

Liability for Damages

DocuPal Demo, LLC assumes liability for any damages caused by its operations, including damage to property or injury to persons. We will take all necessary precautions to prevent accidents and minimize potential risks. Acme, Inc is responsible for pre-existing conditions on the property.



Indemnification

DocuPal Demo, LLC will indemnify, defend, and hold harmless Acme, Inc from and against any claims, losses, damages, liabilities, costs, and expenses arising out of or relating to the demolition activities. This includes claims made by third parties. This indemnification does not extend to damages caused by the sole negligence or willful misconduct of ACME-1.

Termination and Default

Termination

Either party may terminate this Agreement with thirty (30) days written notice if the other party materially breaches any provision of this Agreement. Termination is also permitted if DocuPal Demo, LLC fails to obtain necessary permits required to complete demolition, or if ACME-1 observes serious safety violations.

Default

If either party defaults in the performance of their obligations under this Agreement, the non-defaulting party may pursue all available legal and equitable remedies. These remedies may include, but are not limited to, damages and specific performance. A material breach of this agreement, such as failure to meet safety standards or payment deadlines, will constitute a default.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve any disputes related to this Demolition Agreement through the following methods.

Mediation

First, both parties will attempt to resolve the dispute through mediation. A mutually agreed-upon mediator will be selected. Both parties will share the costs of the mediation equally.



Arbitration

If mediation fails to resolve the dispute within a reasonable time, the parties agree to submit the dispute to binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties. The arbitration will take place in the State of Delaware. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Force Majeure

Definition

Neither Docupal Demo, LLC nor ACME-1 will be liable for delays or failures in performance. This applies when such issues arise from events beyond their reasonable control. These events include, but are not limited to, natural disasters, acts of government, or labor strikes.

Impact on Obligations

If a force majeure event occurs, the affected party's obligations under this Demolition Agreement will be suspended. The suspension will last for the duration of the event. The party will make reasonable efforts to mitigate the impact of the event.

Notification

The affected party must provide written notice to the other party within 10 days of the event's occurrence. This notice should include a description of the event. It should also detail how the event impacts the ability to perform the obligations under this Demolition Agreement.

Site Cleanup and Restoration

DocuPal Demo, LLC will perform site cleanup and restoration after the demolition. This includes removing all demolition debris. We will dispose of the debris according to local and federal regulations.



Debris Disposal

All debris will be transported off-site to an approved disposal facility. We will provide documentation of proper disposal upon request.

Environmental Restoration

The site will be left in a level and graded condition. This ensures the property is suitable for future use. DocuPal Demo, LLC is responsible for all aspects of site cleanup and restoration.

Confidentiality and Intellectual Property

Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to keep confidential any non-public information received from the other party. This includes, but isn't limited to, client lists, pricing information, and specific details about this project. This obligation remains in effect during and after the term of this Demolition Agreement.

Intellectual Property

DocuPal Demo, LLC retains ownership of all designs, methodologies, and intellectual property it creates or uses. ACME-1 retains ownership of project-specific plans and intellectual property provided to DocuPal Demo, LLC for this project. Both parties will comply with all applicable data protection laws.

Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by both Docupal Demo, LLC and ACME-1.



Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when delivered by certified mail, return receipt requested, or by email to the addresses specified by each party.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld.

Governing Law

This Agreement will be governed by and construed by the laws of the State of Delaware, without regard to its conflict of laws principles.

