

**AGREEMENT FOR ELECTRONIC SUBMISSION
OF SUBCONTRACT APPLICATION FOR PAYMENT**

This Agreement For Electronic Submission Of Subcontract Application For Payment (“Agreement”) is made between Doster Construction Company, Inc. (“Contractor”) and _____ (“Subcontractor”) effective _____, 20____ (the “Effective Date”).

1. **Scope.** This Agreement governs all Applications For Payment by or on behalf of Subcontractor under any subcontracts between Contractor and Subcontractor existing or entered on or after the Effective Date. The term “Application For Payment” as used in this Agreement includes the “Application For Payment,” the “Subcontractor’s Release, Waiver Of Lien And Affidavit,” the “Subcontractor’s Sworn Statement,” and any other documents or forms submitted as part of or with an Application for Payment.

2. **Governing Law.** The interpretation, construction, operation, and effect of this Agreement, and the operation, effect, authentication, and admissibility into evidence of all Applications For Payment submitted electronically after the Effective Date, are controlled by Alabama law, including, but not limited to, the Uniform Electronic Transactions Act, Ala. Code §§ 8-1A-1, *et seq.*

3. **Use Of Electronic Applications For Payment.** Unless otherwise directed by Contractor in writing, Subcontractor must apply for progress payments and final payment using the electronic Application For Payment form and procedures available at Contractor’s website (www.dosterconstruction.com) from time to time. Contractor may modify these forms and procedures at any time without prior notice to Subcontractor.

4. **Subcontractor Responsible For Security.** Subcontractor must develop and implement internal procedures and safeguards to preclude unauthorized individuals from completing or submitting Applications For Payment electronically on behalf of Subcontractor. Subcontractor is bound by all amounts, terms, agreements, representations, and warranties in an electronic Application For Payment received by Contractor bearing the unique Subcontract Number of a subcontract between Subcontractor and Contractor to the same extent as if signed and submitted by an authorized officer or director of Subcontractor, regardless of whether the Application For Payment is signed or notarized, and regardless of whether the individual causing the Application For Payment to be submitted was authorized to do so or was otherwise authorized to bind Subcontractor.

5. **No Terms Or Conditions Of Subcontract Waived Or Modified.** Nothing in this Agreement waives, limits, or excuses compliance with any terms, conditions, or requirements of any subcontract between Subcontractor and Contractor, including those addressing: (a) Subcontractor’s submission of Applications For Payment; (b) the documents (*e.g.*, lien waivers) required to be submitted with or in connection with Applications For Payment; and (c) the rights of Contractor to withhold payment.

6. **Contractor’s Right To Receive Conventional Applications For Payment.** Contractor may require a conventional paper application. Contractor may also require Subcontractor to furnish a properly-executed paper duplicate of an Application For Payment previously submitted electronically.

7. **No Alteration Of Application For Payment Form Effective.** Subcontractor may insert information only in the fillable fields provided in the electronic Application For Payment form available from Contractor’s website. Subcontractor agrees that no addition, deletion, or alteration by or on behalf of Subcontractor of any other term or provision of the Application For Payment form has any force or

effect, whether or not the addition, alteration, or deletion is disclosed by Subcontractor at the time of submission.

8. **Modification Of This Agreement.** No alteration, deletion, addition, modification, waiver, limitation, or release of any term, condition, or provision of this Agreement is effective unless explicitly stated in a writing signed by both Subcontractor and Contractor.

9. **Entire Agreement.** Paragraphs 1 through 8 above state the entire agreement and understanding of Contractor and Subcontractor about the subjects addressed or referenced in those paragraphs, and supercede all prior or contemporaneous negotiations, understandings, assurances, proposals, representations, agreements, or “deals” about those subjects. There are no other agreements, assurances, understandings, or “deals” concerning the subjects addressed or referenced in Paragraphs 1 through 8 above, and the parties have not signed this Agreement in reliance upon any representations, assurances, or understandings that are not specifically and explicitly stated above.

**DOSTER CONSTRUCTION
COMPANY, INC.**

By: _____
Printed/Typed Name: _____
Title: _____

_____ (Subcontractor)

By: _____
Printed/Typed Name: _____
Title: _____

On _____, 20____, _____ (name of person signing for Subcontractor), who is known by me and was sworn by me, stated that: (a) he or she has thoroughly read and reviewed the above Agreement and understands its terms; (b) he or she is authorized to sign the Agreement on behalf of Subcontractor and to bind Subcontractor to its terms; and (c) he or she has voluntarily signed this Agreement for and as the act of Subcontractor.

Notary Public

My Commission Expires: _____