

**Termination of contract by owner.**

If contractor should be adjudged a bankrupt, or if he [she] should make a general assignment for the benefit of his [her] creditors, or if a receiver should be appointed on account of his [her] insolvency, or if he [she] should, except in cases recited in \_\_\_\_\_, persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if he [she] should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of architect, or otherwise be guilty of a substantial violation of any provision of this contract, owner, on certificate of architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving contractor \_\_\_\_\_ days' written notice, terminate the employment of contractor and take possession of the premises and of all materials, tools and appliances on the premises and finish the work by whatever method he [she] may deem expedient. In such case contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation to architect for his [her] additional services, such excess shall be paid to contractor. If such expense shall exceed the unpaid balance, contractor shall pay the difference to owner. The expense incurred by owner as provided in this contract, and damage incurred through subcontractor's default, shall be certified by architect.