

We at Raymond Earl Design (RED) look forward to helping you for many years to come. As with any relationship, we believe things work more smoothly when we agree on how business will be conducted. Please review the terms and complete our work agreement.

WORK AGREEMENT

General Terms

1. Our labor rates are currently:

System Design and Programming per hour	\$125.00
Senior Technician/Installer	\$85.00
Jr. Installer	\$65.00
Trip Charge	\$45.00

Note that hourly billing starts at our office or the previous call location.

2. Labor charges are not refundable.
3. Contracted projects are a fixed cost and any changes will be done by a Change order.
4. Time and Materials projects are contracted with the understanding that you will be billed for the time spent on the project per man and the materials used. Estimates are a close guess as to cost and the final cost will vary.
5. All hardware/components are sold with the manufacturer's warranty.
6. Email correspondence is a usual part of our communication and is as binding as written signatures.
7. Instructions given by client's representatives are as valid as if issued by the client.
8. Invoices are due and payable on receipt and in no event later than 10 days after mailing.
9. All unpaid sums will accrue interest at 2% per month. There is a \$50 Charge for Returned Checks.
10. Costs of collection including reasonable attorneys' fees will be borne by the client.
11. All merchandise remains the property of RED until paid in full.
12. RED will not be bound by any terms or conditions printed on a purchase order, check or correspondence without prior written acceptance of such terms.
13. Quotations and Design Quotes do not include Sales Tax or freight unless these items are specifically stated. Client is responsible for the applicable taxes and/or freight for merchandise.
14. RED is not obligated to provide any services for clients with past due balances.
15. RED does not guarantee the price or availability of product or services quoted.

Limitation of Liability

16. RED warrants to Client that the materials, programs and services to be delivered or rendered under this agreement will be of the kind and quality designated and will be performed by qualified personnel.

RED offers no guarantees or warranties expressed or implied as to system availability or functionality during any phase of its support services. Nor do we guarantee that we will be able to save any data files resident on the systems, though we will use our best efforts to do so. We also do not guarantee the availability or quality of services or

equipment from third parties such as Cable Companies, Satellite Providers, Phone, Internet Service Providers, Power Companies, etc., though we will work with you to rectify any problems at our standard rates.

RED makes no other warranties as to merchantability. In no event shall RED be liable for special or consequential damages, either in contract or tort. In the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages, all liability to client shall be limited to the total dollar amount paid by Client to RED for the specific component at fault.

Legal Action and Jurisdiction

17. The enforcement of this agreement shall be governed by the laws of the State of California.

I/We agree to these terms and accept responsibility for the payment of our account.

Company (if applicable)

Signature

Printed Name

Title

Date