



WORK AUTHORIZATION AND TERMS AND CONDITIONS

1. **WORK AUTHORIZATION.** The undersigned customer (“Customer”) hereby authorizes Automated Lifestyles, LLC (“Company”) to supply the materials, equipment and labor (“Work”) set forth in herein for the project located at _____ and as may be further described on the attached Scope of Work.

2. **PAYMENT AND CANCELLATION.** A deposit of _____ is required upon execution of this Work Authorization, with the remaining balance due on substantial completion of the Work. Any payment not received within 15 days of the date of the Final Invoice sent by the Company shall incur a finance charge of 1.5% interest per month until paid.

The actual pricing for the Work will be calculated as follows:

- Reconciliation of actual materials necessary and used to complete the project.
- Labor billed at \$95/hr./man for onsite time
- Any change orders to include additions or redactions from original estimated scope of work

At the substantial completion of the Work, Company will send a final invoice (“Final Invoice”) to Customer and payment is immediately due and payable.

3. **DISCLAIMER OF WARRANTIES.** Company warrants the Work to be free from defect for a period of 30 days from the date of substantial completion. Relative to the products and equipment provided by Company in conjunction with the Work, Customer’s sole warranty (if any) shall be any manufacturer’s warranty provided for same. THE WARRANTIES SET FORTH HEREIN OR IN COMPANY’S OTHER DOCUMENTS ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE WORK. COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY’S SOLE OBLIGATION FOR A REMEDY TO CUSTOMER SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING EQUIPMENT.

4. **LIMITATION OF LIABILITY.** No claim by Customer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of Equipment delivered or non-delivery, shall be greater in amount than the purchase price for the Work which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE WORK, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, OR WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES.

5. **GOVERNING LAW; VENUE.** This Agreement shall be construed, and the respective rights and duties of Customer and Company shall be determined, according to the laws of the Commonwealth of Kentucky without giving effect to its principles of conflicts of laws. Any suit between Company and Customer shall be brought in the state of federal court in Jefferson County, Kentucky.

6. **NON-PAYMENT.** In the event that Company engages an attorney to collect any unpaid sums under this Agreement or otherwise between Customer and Company, Customer agrees to pay Company's attorney's fees and costs associated with same.

7. **JURY TRIAL WAIVER. ANY DISPUTE BETWEEN COMPANY AND CUSTOMER ARISING BETWEEN OUT OF THIS AGREEMENT OR OTHERWISE SHALL BE DECIDED BY A JUDGE, AND NOT BY A JURY. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.**

8. **MISCELLANEOUS.** This Agreement and the other written documents referenced herein are the sole and exclusive statement of the parties' understanding regarding the subject matter hereof and can only be modified or changed in writing and signed by authorized representatives of both parties. No waiver by Company of any of Company's Terms and Conditions or any breach hereof shall constitute or be deemed to be a waiver of any such term or any such breach in any other case, and no waiver shall be deemed to occur as a result of the failure to enforce any term or condition of these Company's Terms and Conditions. If any clause or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect.

So agreed between Company and Customer this ____ day of _____, 201__ as follows:

Company:
Automated Lifestyles, LLC

By: _____
Phil Chaney, Owner

and

Customer:

Signature

Printed