

AAAA Generator Services Terms and Conditions

FEES. AAAA Generator Services ["4A"] has a \$225 minimum charge. All quoted pricing, unless otherwise specified, is for performance on normal time as defined on our website at aaaagen.com/rates/rates.htm. If urgency, after-hours work and/or an exact arrival time are desired, our current hourly prices are on our website at aaaagen.com/Rates/rates.htm and/or a bid price may be quoted upon request. Past due invoices are subject to 2.5% monthly interest. Invoices unpaid after 30 days may be subject to an administrative fee of not less than \$225. SLA customers must also receive an additional SLA terms and conditions in addition to these terms and conditions.

4A's RIGHTS, RESPONSIBILITIES AND LIMITED WARRANTY: 4A shall have the right to stop work and keep the project(s) idle if payments are not made by you (the property owner or responsible party) ["Owner"] as agreed. Failure to make payment within five days of due date will be considered an agreement ["Contract"] breach. Subject to the Owner's right to cancel, if the work is stopped by Owner for any reason, 4A may invoice for all work executed and material ordered or supplied up to the time work was stopped and for any other loss sustained, including 4A's usual fee for overhead and profit based upon the Contract price. Thereafter, 4A and Owner are relieved from any further liability. In the event of work stoppage for any reason, Owner shall provide for protection of and be responsible for any damage or loss of material on the premises. 4A, at 4A's option, may alter specifications so as to comply with requirements of governmental agencies having jurisdiction over same. Any alterations or work undertaken to further this end shall be treated as an Extra Work. 4A may subcontract all or any portion of the work to a licensed subcontractor. 4A is authorized to be your generator service provider until cancelled. 4A agrees to furnish the materials for the project(s) and complete the work in a professional manner. All materials furnished under this Contract shall meet industry standards. Where brand names have been specified, 4A may select substitutes when such substitutions are due to unavailability or other circumstances beyond 4A's control. All substitutions shall be consistent in quality and character to the selections previously specified. 4A's liability for defective materials or installation is hereby limited to the replacement or correction of said defective material and/or installation, and no other claims or demands whatsoever shall be made upon or allowed against 4A. There are no warranties either expressed or implied which extend beyond the description within this paragraph. **Each project's warranty shall terminate one year from the date of completion of that project.** To the extent permitted by law, all warranties given by manufacturers pertaining to materials used by 4A in connection with the project(s) will be passed to the Owner. 4A shall, to the best of 4A's ability, keep Owner's property free of valid labor or material supplier liens. Cancel early because cancellations after work is approved and 4A has begun dispatching a technician(s) (or incurred expense) remain billable.

ITEMS NOT RESPONSIBILITY OF 4A. Owner represents that the property being improved does not contain hazardous materials. 4A shall not be held responsible for any existing violations of applicable building regulations or ordinances. Correction of such violations or abnormal conditions by 4A shall be considered additional work and shall be dealt with as herein provided for under "Extra Work". 4A agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons; failure of the issuance of all necessary building permits within a reasonable length of time, acts of neglect or omission of Owner, Owner's employees or Owner's agent, acts of God, stormy or inclement weather, labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond 4A's reasonable control.

OWNER'S RESPONSIBILITIES: Provide notice to 4A prior to the start of each project of any worksite hazards or special requirements (i.e. hard hats, excessive mud, road hazards, roof access, etc). Provide electricity and water to the site as needed by 4A. Disable any sprinklers for locations where 4A is expected to be. Handle utility connections for water, gas, sewer and electric (from the appropriate agency to the metering device), unless otherwise agreed to in writing. Have sufficient funds to comply with this Contract. Provide access to any worker or material supplier during the scheduled term of any project (failure to do so is a breach of the Contract and Owner will be held liable for such breach). 4A is not responsible for any existing illegal conditions.

DAMAGE OR DESTRUCTION. If the project(s) or any portion of any project is destroyed or damaged by fire, storm, flood, landslide, earthquake, theft, or other disaster or accidents, any work done by 4A to rebuild, etc., shall be paid by Owner and dealt with as provided under "Extra Work".

OWNER'S PROPERTY. It is the Owner's responsibility to remove or protect any personal property and 4A will not be held responsible for damages.

BOUNDARIES. The Owner represents ownership of the property where each project is to occur. It is the Owner's duty to provide accurate and detailed driving directions and/or GPS coordinates in order to avoid additional time and mileage fees, and to accurately point out boundary lines of the property. Owner is responsible for the accuracy of such lines.

EASEMENTS, ETC. Prior to construction the Owner is to give 4A a copy of any easements, restrictions or rights of way relating to the property. If Owner does not do so, 4A will assume that none exist. If access restrictions to the property do exist and 4A is not advised by Owner, Owner authorizes 4A to take reasonable steps to gain entry to the property in order to complete the terms of each project and this Contract.

ENGINEERING. Unless specifically agreed upon in writing between Owner and 4A, and made a part of this Contract under "Description of Materials", "Specifications" or "Plans", this Contract does not include any engineering or geology surveys, drawings, studies, reports or calculations as may be required by a public body or building authority as a condition for issuance of building permit or as a condition to securing final building inspection. The cost of any such required professional services shall be paid by Owner.

OTHER - DRAWINGS AND SPECIFICATIONS. The project(s) will be constructed according to drawings and specifications that have been examined by Owner and that have been or may be signed by the parties to this Contract. Unless specifically provided in the Contract, Owner will obtain and pay for all required building permits, business license fees and other fees required by their local municipality for the performance of work at Owner's site.

MEASUREMENTS. Measurements, sizes and shapes in plans and specifications are approximate and subject to field verification. In the event of a conflict between the plans, specifications, etc., and the Contract, this Contract is controlling.

MATERIAL REMOVED AND DEBRIS. Unless specifically designated by Owner in writing, after the completion of each project, 4A may dispose of all material removed from structures in the course of alteration. 4A is to remove project debris at the end of each project and leave premises in a neat broom-clean condition.

ADDITIONAL REQUIREMENTS FOR COMPLETION. 4A shall promptly notify Owner of any additional requirements necessary to facilitate each project's completion. Any subsequent amendment, modification or agreement, which operates to alter this Contract, and which is signed by 4A and Owner, shall be deemed a part of this Contract and shall be controlling in case of conflict, to the extent that it alters this Contract.

Note About Extra Work and Change Orders: Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Failure to have written authorization shall not be deemed fatal to the collection of the extra work. For any extra work approved and performed without a bid price, at minimum, 4A shall be compensated at 4A's normal hourly prices.

CORRECTIVE WORK. 4A will perform minor corrective or repair work that may remain to be finished after each project completion. Owner shall not withhold any payment pending completion of such work. If major corrective or repair work remains to be finished after each project is completed and the cost exceeds one (1) percent of the gross Contract price, the Owner may withhold payment sufficient to pay for completion of the work, pending completion of the work, but may not withhold an amount which is greater.

GENERAL. This Contract, including incorporated documents, constitutes the entire agreement of the parties. No other oral or written agreements between 4A and Owner, regarding construction to be performed, exist. This Contract shall be construed in accordance with, and governed by, the laws of the State of California. After one year from Contract signing, this Contract may be cancelled by either party for any reason. By signing Contract, the Owner indicates acceptance of entire written contract, unless otherwise agreed to by both parties in writing in advance of any project start.

ATTORNEY FEES. In the event legal action or arbitration is instituted for the enforcement of any term or condition of this Contract, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.

NOTICE CONCERNING WORKERS' COMPENSATION INSURANCE. 4A carries workers' compensation insurance for all employees.

NOTICE CONCERNING GENERAL LIABILITY INSURANCE. 4A carries commercial liability insurance by National Fire Insurance Co of Hartford and automobile insurance written by Transportation Insurance Company. Call 510.351.7460 to check 4A's insurance coverage limits. Owner Initials: