

Terms and conditions

WHEREAS, the Customer has requested that Breen perform services for it and may request Breen to perform other services in the future;

WHEREAS, Breen and the Customer desire to enter into an agreement, which will define respective rights and duties as to all services to be performed;

WHEREAS, the Customer affirms that he, she, or it understands all of the provisions contained in this Agreement, and in the case that he or she requires clarification as to one or more of the provisions contained herein, he, she, or it has requested clarification or otherwise sought legal guidance; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Parties hereto agree as follows:

1.0 Services. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, Breen shall provide the Customer with the following services, without limitation:

- Manual D;
- Manual J;
- Manual S; and
- DOE Res Check.
- Blower Door Testing(leakage testing)
- Duct Blast Testing (duct leakage testing)

2.0 Customer Representations and Warranties. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Customer makes the following representations and warranties.

2.1 That the Customer or its representative is fully authorized and empowered to enter into this Agreement, and that his, her, or its performance of the obligations under this Agreement will not violate any agreement between the Customer and any other person, firm, or organization or any law or governmental regulation.

2.2 That the Customer representative who executes this Agreement is more than eighteen (18) years of age and not otherwise incapacitated at the time of the Agreement.

2.3 That the Customer will notify Breen in writing of any change(s) to the Customer's schedule that could adversely affect Breen's prosecution of the work and services described herein, no later than two (2) weeks prior to such change(s). Such advance written notice is required for any change orders.



2.4 That the Customer will bear all expenses incurred in the performance of this Agreement, including but not limited to:

Invoices, Permits, Insurance, Late Fees (if applicable), Materials, Labor, Inspections, etc.

2.5 That the Customer is in full compliance with any and all laws and/or statutes applicable to the services described hereunder.

3.0 Billing, Compensation, and Attorney's Fees. The work performed by Breen shall be performed at the rate(s) set forth in Appendix A. The Customer shall pay each and every Breen invoice within thirty (30) days of the date of any such invoice. Interest shall accrue on any amounts not paid within thirty (30) days at the rate of 10% per annum compounded annually. If Breen initiates any action of any kind in law or equity against the Customer to collect amounts invoiced and due, the Customer shall pay all of Breen's attorney's fees and costs.

4.0 Independent Contractor Status.

4.1 Breen is an independent contractor of Customer. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

4.2 The Customer shall have no authority to act as agent for, or on behalf of, Breen, or to represent it, or bind it in any manner.

5.0 Liability.

5.1 Breen shall not be responsible for any costs incurred by the Customer, including, without limitation, any and all fees and expenses, such as those described in Section 2.4 above.

5.2 EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.



6.0 Disclaimer of Warranty.

6.1 THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. BREEN DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

7.0 Indemnification.

7.1 The Customer agrees to indemnify and hold harmless Breen, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, Breen's services pursuant to this Agreement. This provision shall survive the duration of this Agreement.

7.2 The Customer agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Breen's services pursuant to this Agreement, unless expressly stated otherwise by Breen, in writing.

8.0 Duration, Scope, and Severability.

8.1 This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated pursuant to this Section 8.

8.2 Breen may terminate this Agreement for any reason upon forty-eight (48) hours written notice to the Customer. Either party may terminate this Agreement for cause immediately upon written notice to the breaching party.

8.3 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

8.4 This Agreement may be amended only by written agreement duly executed by an authorized representative of each Party.



8.5 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

8.6 No modifications to this Agreement shall be binding upon Breen without the express, written consent of Breen.

8.7 This Agreement shall not be assigned by either party, without the express consent of the other Party.

9.0 Governing Law and Jurisdiction.

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Colorado. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF COLORADO.

10.0 Waiver of Rights.

10.1 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have each executed this agreement as of the Effective Date (date of agreement for Breen to do work by estimate acceptance or acceptance to do work).



APPENDIX A
PRICING AND COMPENSATION GUIDELINES

1.0 The services performed by Breen pursuant to this Agreement shall be performed at the rates specified on estimate or invoice.

2.0 Breen shall not be responsible for federal, state, and local taxes derived from the Customer's net income or for the withholding and/or payment of any federal, state, and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Customer.

3. Pricing.

As stated on estimate or invoice

4. Revision Policy.

If a plan has been approved, permitted and built and requires new HVAC submittals to be address specific based on orientation by local building officials or any revisions that take more than half an hour.

\$125 per hour. 1 hour minimum for submittal of a previously completed model that requires Manual J alone

\$125 per hour. 2 hour minimum for submittal of a previously completed model that requires Manual J and D combination

\$125 per hour for any other revisions or services not mentioned in this document