

Whole House Media  
CONTRACT

Payment Schedule	Amount	Due Date
Deposit	\$5,908.65	
After Prewire	\$1,477.17	
After Trim	\$1,477.17	
After Finish	\$1,477.17	
After Programming	\$1,477.17	
Final	\$2,954.28	
	<u>\$14,771.61</u>	

THIS AGREEMENT made this 5th day of September, 2007, by and between AV Integration, hereinafter called the Contractor, and Sample Customer, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the consideration named herein agree as follows:

**ARTICLE 1. SCOPE OF THE WORK**

The contractor shall furnish all the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Proposal, as annexed hereto as it pertains to work to be performed on property located at:

**ARTICLE 2. TIME OF COMPLETION**

The work to be performed under this Contract shall be commenced on or before \_\_\_\_\_, 20\_\_\_\_, and shall be substantially completed on or before \_\_\_\_\_, 20\_\_\_\_. Time is of the essence.

**ARTICLE 3. THE CONTRACT PRICE**

The owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of 14,771.61 Dollars (\$), subject to additions and deductions pursuant to authorized change orders.

**ARTICLE 4. PROGRESS PAYMENTS**

Payments of the Contract price shall be paid as specified in the payment schedule above.

**ARTICLE 5. GENERAL PROVISIONS**

1. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may, at its discretion, engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner appropriate releases of waivers of lien for all work performed or

materials provided at the time the next periodic payment shall be due.

5. all change orders shall be in writing and signed by both Owner and Contractor.

6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor or its employees and subcontractors.

7. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.

8. Contractor agrees to remove all debris and leave the premises in broom clean condition.

9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.

10. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or general unavailability of materials.

12. Contractor warrants all work for a period of 12 months following completion.

Owner

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Date

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Contractor

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Date

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