

Simple Surveillance Solutions Agreement

This Agreement is made, effective as of (date) 06/23/2022, by and between **Tami Bock**, who hereinafter will be referred to as “Customer”, of Simple Surveillance Solutions, and Simple Surveillance Solutions, hereinafter referred to as “Installer”.

Description of work

The installer agrees to install in the structure of the customer located at **10518 Antcliff rd. Fowlerville MI 48836**, the specified items described to the customer as an attached invoice dated 06/23/2022, hereinafter referred to as the “system.”

Installation

The installer agrees to install the system listed on the invoice given by the installer in a professional manner. The installer is authorized to make any preparations, such as, making attachments or performing any other acts necessary to the installation of the system. The installer shall not be responsible, for any condition created during the installation of the system. The customer warrants that he or she has full authority, from the legal owner and any other person in control of the premises, to permit the installation of the system under all conditions mentioned in this agreement.

Compensation

The customer agrees to pay the installer the total sum of **\$8,450.02**, for the cost of components and installation of the system described in the, attached invoice. **When this agreement is signed by the customer, the customer will pay the installer 40% (\$3,380.01) of the total sum via check, money order, Venmo, or credit card. When the installer is finished with their work the customer will pay the installer 60% (\$5,070.01) of the total sum via check, money order, Venmo, or credit card.**

Additional Charges

Additional charges may be made for extra work conducted at the request of the customer. All extra work and cost shall be confirmed in writing and signed by both parties.

Limited Warranty

1. All mechanical adjustments or defective components will be repaired or replaced free of charge by the installer for a period of one year following the completion of the original system. This warranty is extended only to the original customer of the system and may be enforced only by such persons.
2. Conditions not covered by warranty are: damage resulting from accidents, weather, acts of God, alteration, misuse, and tampering or abuse.
3. The above limited warranty is in lieu of all other express warranties. Any implied warranties of merchantability and fitness for a particular purpose shall coincide be within the duration of the (1) year limited warranty. The exclusive remedy of the customer here under shall be repair or replacement as stated above. Under no circumstances shall the installer be liable to the customer or any other person for incidental or consequential damages of any nature, including but not limited to, damages for personal injury or damages to property, and however occasioned, whether alleged as resulting from a breach of warranty by the installer, the negligence of the installer or otherwise. The installers liability will in no event exceed the purchase price of the system; any action against the installer must be commenced within one year after the cause of the action was accrued.

Damage To System

Should any part of the system be damaged by fire, riot, act of God, extreme weather, or any strenuous causes, repairs to or replacement of the system shall be paid by the customer.

Liability For Performance of Services

It is agreed that the installer is not an insurer and that the payments specified in this agreement are based solely on the value of the services described in this agreement and it is not the intention of the parties that the installer assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the services under a pursuant to this agreement or for any other loss or damage sustained through burglary, theft, robbery, fire or other causes or any liability on the part of the installer by virtue of this agreement or because of the relation established by this agreement.

If, in spite of the above provisions, there at any time shall be or arise any liability on the part of the installer by virtue of this agreement or because of the relation established by the agreement, whether due to the negligence of the installer or otherwise, such liability is and shall be limited to a sum equal to \$250, which some shall be paid and received as liquidated damages. Such liability as set forth in this agreement is fixed as liquidated damages in not as a penalty and this liability shall be complete and exclusive.

Loss or Damage

The installer assumes no liability for delays in the installation of the system. The installer shall not be liable for any loss or damage caused by delay, acts of God, or other causes beyond the installers control, and loss or damage from such causes shall not relieve the customer from payment outlined herein. The customer acknowledges that the system is connected to the electrical system of the customer's premises, and it requires electrical power to operate. The installer shall not be responsible for any loss or damage resulting from the power source being cut off, whatever the cause.

Indemnification

The customer shall indemnify and hold the installer harmless from any, and all liability, loss, damage, attorney's fees, charges, and expenses sustained by the installer as a result of a breach of any covenant or agreement made by the customer regarding the system. The customer will be held accountable to pay all attorney's fees for a third-party suit against the installer for any reason.

Governing Law

The laws of the state shall govern the interpretation of this agreement and any disputes arising under it. The parties acknowledge that this contract originated in the states and the covenants relating thereunder bear a significant relationship to said state.

The parties agree that any litigation resulting from disputes arising under this agreement shall take place in the County in which the system has been or was to be installed.

Attorney's Fees

In the event that any action is filed in relation to this agreement, the customer shall pay Simple Surveillance Solutions attorney's fees that occurred due to the action taken by the customer in relation to this agreement.

Waiver

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as there after waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Effect Of Partial Invalidity

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provisions. In an event that any portion of this agreement is held to be invalid, the parties agreed that the remaining provisions shall be deemed to be in full force effect as if they had been executed by both parties after the deletion of the invalid provision.

Simple Surveillance Solutions is not an insurance company neither is the installer. The customer will need to purchase coverage for the protection of all personal contents. In no case will the customer no longer need insurance after Simple Surveillance Solutions, or the installer has completed a job for the customer.

Entire Agreement

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the dates of this agreement shall not be binding upon either party except to the extent incorporated in this agreement. The customer acknowledges that he or she is aware that no system can guarantee prevention of loss period, that human error of the installer or the municipal authorities is always possible, and symbols may not be received if the transmission mode is cut, interfered with, or otherwise damaged.

Modification of agreement

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing and signed by each party or an authorized Representative of each party.

The customer states that, before signing this agreement, he/she has read this entire agreement and understands all the terms and provisions contained herein.

Customer

Date

Mason Martinez

06/23/2022

Simple Surveillance Solutions

Date