

TERMS OF SERVICE AGREEMENT

This Terms of Service Agreement (this “Agreement”) is hereby made on the {Date entered below}, (the “Effective Date”) by and between {Customer Named Below} (“Customer”) and Shaded Glass LLC, at 93 S Mountain Way Dr, Orem, UT 84058 (“Company”).

WHEREAS, Company desires to provide the services listed on the Shaded Glass Estimate number {Estimate Number} to the Customer; and

WHEREAS, Customer desires to receive these products and services from Company pursuant to the terms, conditions, and schedules set forth herein and attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Customer and Company hereby agree as follows:

ARTICLE I **TERMS**

1.0 Both Company and Customer agree that any and all projects entered in to between Company and Customer shall be set forth in a schedule format similar to that detailed herein and below.

1.1 Both parties further agree that the general terms of this Agreement shall apply to the general relationship between the parties as to each subsequent project undertaken thereby, unless modified by the written consent of both. Additional project schedules (hereinafter the “Schedules”) shall be developed and agreed to by the parties, in concordance with this Agreement. The terms of the Schedules shall control in the event of any conflict between this Agreement and subsequently developed Schedules.

1.2 As of the date of this Agreement, Customer shall, pursuant to the terms and conditions of this Agreement and any of additionally developed Schedules, cause Company to provide the services as defined in any Schedules (hereinafter the “Terms of Service”).

ARTICLE II **PAYMENT**

2.1 Company shall invoice Customer for the Terms of Service when the services have been completed. The invoice shall detail all Terms of Service provided to Customer, including the quality and rate of products received and the charge for the services. Customer shall pay all invoices within Thirty (30) days of receipt of invoice. Payment shall be made either Credit Card, or by check mailed to Company at the following mailing address: 665 N 600 W APT 5, Provo, UT, 84601. Payment must be received by Company within the thirty (30)-day payment deadline.

2.2 If a disputed invoice is not resolved within fifteen (15) calendar days of Customer’s receipt of same, that invoice shall become payable and immediately due. Any dispute must be made by Customer in writing to Company within the initial fifteen (15)-day payment period.

Such notice must be sent to Brandon Garrett at the following address: 665 N 600 W APT 5, Provo, UT, 84601.

2.3 Company shall assess interest at a rate of one and one half percent (1.5%) per month for all receivables not paid within the aforementioned time periods. Interest shall begin to accrue on the thirtieth (30) day from the date of invoice. Interest shall continue accruing until full payment of all overdue balances and interest charges is made.

2.4 Company shall assess a late fee at a rate of thirty five dollars (\$35.00) per month for all receivables not paid within the aforementioned time periods. Late fees shall begin to accrue on the thirtieth (30) day from the date of invoice. Late fees shall continue accruing until full payment of all overdue balances and interest charges is made.

ARTICLE III **RECORDS**

3.1 Customer and Company both agree to keep accurate and complete account books, records, and other documents relevant to this Agreement and any Schedule (“Records”). The parties shall keep such Records for a period of time consistent with Company’s general record-keeping policy or one (1) year after expiration of this Agreement.

3.2 Records shall be available for copy, review, and inspection by any agent or qualified representative of a party to this Agreement. Inspections shall be made at the expense of the requesting party and shall take place at the location where the possessing party traditionally keeps Records during normal business hours. Inspections shall be requested with a notice period of three (3) business days. Any Confidential Information disclosed by an inspection shall be kept confidential. Any modification to the terms of this Article must be made in writing and signed by both parties.

ARTICLE IV **TERM**

4.1 The term of this Agreement shall be for a period of six (6) months (the “Original Term”). Customer shall have the option of extending the Original Term for six (6) additional months terms (the “Additional Terms”) after the Expiration Date (as that term is defined below). Company shall be notified of Customer’s intent to exercise this extension option Fifteen (15) days prior to the Optional Term expiration date.

4.2 Unless this Agreement is extended with the consent of both parties, the Agreement shall expire on the Expiration Date.

ARTICLE V
TERMINATION

5.1 This Agreement shall commence on the Effective Date first above written and terminate on 180 days from the Effective Date (the “Expiration Date”).

5.2 This Agreement may be terminated upon an uncured material breach by a party, upon fifteen (15) day’s written notice by either party to the other party. All written notices shall set forth, in detail, the nature of the breach. The Agreement shall not terminate if the breaching party cures the breach within the fifteen (15)-day notice period.

5.3 This Agreement may be terminated by the insolvency of a party, immediately upon written notice to the other party. Insolvency shall be defined as when a party voluntarily files a bankruptcy petition or has an involuntarily petition filed against it under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization, as set forth therein.

5.4 The rights of the parties to terminate this Agreement or any Schedule relating thereto are not exclusive of any other rights and remedies available at law or in equity. Such rights shall be cumulative, and the exercise of any such rights or remedies shall not prohibit or otherwise preclude the exercise of any other rights and remedies.

5.5 In the event that this Agreement is terminated, both Customer and Company shall be required to fulfill all obligations under this Agreement in connection with product orders made prior to Agreement termination.

5.6 Upon termination of this Agreement, each party shall return all relevant property, including all confidential information and customer information, received from the other party under the dictates of this Agreement.

ARTICLE VI
RELATIONSHIP OF PARTIES

6.1 The relationship created herein between Customer and Company shall be limited to that of independent contractors. No party shall undertake any actions that would imply or seek to establish, any partnership, ownership, employment, joint venture, or trust relationship between the parties unless this Agreement is modified as such with the mutual consent of both Customer and Company and the modification is formalized in writing and is signed by both parties.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF COMPANY

9.1 Company hereby represents, covenants, and warranties that Company is a valid business entity in good standing under the laws of the State of Utah and that this Agreement and any and all subsequently developed Schedules constitute valid, legal, and binding obligations upon Company, legally enforceable against Company except as limited by bankruptcy or other

reorganization that impacts credit issues. Company, as of the Effective Date of this Agreement, represents that Company has taken all necessary action for the execution and delivery of this Agreement and any relevant Schedule(s).

9.2 Company further warrants that the execution and delivery of this Agreement, the Original Schedule, and relevant Schedule do not modify, violate, cancel, terminate, or modify in any substantive manner any material contract to which Company is a party. Additionally, Company is not required to give notice to any third party or obtain the consent of any person prior to the execution and delivery of this Agreement.

9.3 Company is, to its knowledge, and shall be at all times during the performance of this Agreement, in compliance with all state, federal, and local rules, regulations, and laws.

9.4 Further, Company represents that Company is not currently in default of any other agreement or contract.

9.5 The aforementioned representations and warranties made by Company to Customer shall survive the termination of this Agreement and/or any Schedule thereto.

9.6 Further, Company will not be held responsible for damages caused by the application of window film. Not to be limited to, glass breakage, seal failure, adhesive failure, delamination, fading, and color changing. All above examples are warranted through the film manufactures.

ARTICLE X **REPRESENTATIONS AND WARRANTIES OF CUSTOMER**

10.1 Customer hereby represents, covenants, and warranties that this Agreement and any and all subsequently developed Schedules constitute valid, legal, and binding obligations upon Customer, legally enforceable against Customer except as limited by bankruptcy or other reorganization that impacts credit issues. Customer, as of the Effective Date of this Agreement, represents that Customer has taken all necessary action for the execution and delivery of this Agreement and any relevant Schedule(s).

10.2 Customer further warrants that the execution and delivery of this Agreement, the Original Schedule, and relevant Schedule do not modify, violate, cancel, terminate, or modify in any substantive manner any material contract to which Customer is a party. Additionally, Customer is not required to give notice to any third party or obtain the consent of any person prior to the execution and delivery of this Agreement.

10.3 Customer is, to its knowledge, and shall be at all times during the performance of this Agreement, in compliance with all state, federal, and local rules, regulations, and laws.

10.4 Further, Customer represents that Customer is not currently in default of any other agreement or contract.

10.5 The aforementioned representations and warranties made by Customer to Company to shall survive the termination of this Agreement and/or any Schedule thereto.

ARTICLE XI
INDEMNIFICATION AND LIMITATIONS ON LIABILITY

11.1 Company agrees to hold harmless, indemnify, and defend Customer and its agents, affiliates, partners, officers, or stockholders against any and all claims, losses, liabilities, damages, and expenses, including legal fees, fines, judgments, and settlement amounts all made in connection with or arising from errors in any representation or warranty made by Company under this Agreement, any breach of the Agreement by Company, or any omission or negligent act by Company in connection with this Agreement, provided that such negligent act, omission, or error was not done at the direction of Customer.

11.2 Customer agrees to hold harmless, indemnify, and defend Company and its agents, affiliates, partners, officers, or stockholders against any and all claims, losses, liabilities, damages, and expenses, including legal fees, fines, judgments, and settlement amounts all made in connection with or arising from errors in any representation or warranty made by Customer under this Agreement, any breach of the Agreement by Customer, or any omission or negligent act by Customer in connection with this Agreement, provided that such negligent act, omission, or error was not done at the direction of Company.

ARTICLE XII
INSURANCE

12.1 Company agrees that during any Term of this Agreement, Company shall maintain an insurance policy with a reputable insurer having an A.M. Best rating of “A” or above.

12.2 The insurance policy maintained by Company shall contain one million dollar liability limit per event.

12.3 Upon Customer’s written request, Company agrees to furnish Customer with duly certified copies of insurance policies meeting these requirements.

ARTICLE XIII
ARBITRATION

13.1 Any dispute or claim related to or arising from this Agreement, its performance, breach, interpretation, validity, or enforceability, shall be exclusively (except as provided below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing AAA Commercial Arbitration Rules.

13.2 The arbitrator shall be selected using AAA procedures. The Arbitrator shall render a written decision within thirty calendar days of the hearing. The arbitrator shall not award

attorney fees or punitive, incidental, consequential, treble, or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages.

13.3 Arbitration awards shall be final, binding, and non-appealable, with the exception of the grounds for appeal guaranteed by the Federal Arbitration Act and applicable laws. All awards may be filed with one or more courts, state, federal, or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

ARTICLE XIV
ATTORNEY FEES

14.1 If judgment is required to enforce the contents of this Agreement or remedy any breach thereof, the Customer shall pay court costs and attorney fees.

ARTICLE XV
ASSIGNMENT PROHIBITED

15.1 Both Customer and Company are expressly prohibited from assigning this Agreement or any rights or interest flowing therefrom. Assignment shall only occur with the express written consent of both parties.

ARTICLE XVI
GOVERNING LAW

16.1 This Agreement shall be interpreted and enforced pursuant to the laws of the State of Utah, without regard to conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

CUSTOMER

COMPANY

Authorized Signature

Authorized Signature

Name and Title

Name and Title