

I have read, understand, and agree to the proposal as reference above and understand that by submitting this form I agree to the terms and conditions of this contract. I understand that electronic transmissions such as this one constitute a legal binding document to any legal requirement that these contracts be in writing is agreed by and between Cool Insulation LLC and the authorizing party that the following provisions are made a part of this contract.

Cool Insulation LLC is responsible for all tools, equipment, and materials enough in sufficient quantity to be able to complete the project in an orderly fashion and as per proposal.

Cool Insulation LLC also agrees to carry all required liability insurance, bonding, and licenses. While every effort is made to insulate the home in an effective manner, Cool Insulation LLC cannot be held responsible for damages caused frozen pipes or sprinkler lines or any other conduit containing liquids as these damages may and can be caused by such issues as, Lack of heat to the affected area, other trades disturbance of work area, pipes or conduits installed incorrectly etc. Damages Cool Insulation LLC not responsible for may include property damage, loss of use, and any other damages. Similarly, while every effort is made on the part of Cool Insulation LLC to perform such work in an orderly fashion and without disturbance to property surfaces or landscaping by using state of the art equipment that can perform its services from a distance, some situations require the equipment to be nearer to the project and Cool Insulation cannot be held responsible for any resulting damages to property surfaces such as driveways or sod. The authorizing party also agrees not to enter the work area during the installation process and Cool Insulation will not be held liable for any loss or damages as a result.

Cool Insulation LLC is insured for liability and its employees are covered by Workers Compensation Insurance. The parties agree that in no instance may the customer seek damages in excess of the insulation policy as covered by Cool Insulation LLC. Owner agrees to indemnify and hold harmless Cool Insulation LLC and its agents for any injury, loss or expense associated with the work performed.

Unless otherwise noted, customer agrees to remit full payment upon completion of the work. In circumstances that may require a specific type or size of insulation, a down payment may be requested. Customer agrees that non-payment will result in the filing of mechanics liens and legal action to which the customer is responsible for all reasonable attorney's fees and court costs.

Types of payment accepted include money orders, cashier's checks, Visa, MasterCard, American Express, Discover, and all debit cards. Personal checks are no longer accepted.

Cool Insulation LLC will make every effort to arrive on time and perform the work in an orderly fashion. Scheduling delays due to inclement weather, mechanical breakdowns, or other circumstances beyond our control and Cool Insulation LLC cannot be held liable for these circumstances. Cancellations require 24 hour notice. If a crew has been dispatched to the site and a cancellation then occurs, a trip charge of \$100 will be incurred.

Any additional work will be agreed to before commencement of said work and signed in writing as a change order to the proposal form.

The terms and conditions of this contract shall be interpreted and governed according to the laws of the state of Kansas. Mediation is required for all disputes that may occur.

NOTICE TO OWNER:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT MAY RESULT IN THE FILING OF MECHANICS LIENS ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURUANT TO CHAPTER 429, R.S.Mo.

TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIALS AND OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR MATERIALS AND LABOR.

CONSENT IS HEREBY GIVEN FOR THE FILING OF MECHANICS LIENS BY ANY PERSON OR SUPPLIER WHO PROVIDES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT AND THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.