



Moon Valley Lighting, LLC STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed as per written date listed on proposal (Agreement) by and between Moon Valley Lighting, LLC. (MVL) and client as if written on such proposal.

Standard of Care: MVL shall exercise ordinary care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay MVL for all costs of the PROJECT when billed by MVL; shall timely furnish and provide those services, items and/or information defined in the Agreement, as amended, and shall timely communicate with and reasonably cooperate with MVL concerning each parties' performance of the Agreement. MVL shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold MVL, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information that Client is obliged to furnish in compliance with the Agreement.

Limitation of Liability: Client and MVL agree that MVL's maximum liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall not exceed the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for MVL or its sub-consultant(s) to perform Additional Services to perform the Agreement. Client shall pay MVL for all such Additional Services above and beyond charges agreed for Basic Services set forth in the Agreement. MVL will notify Client in advance of MVL's intention to render Additional Services. Client's failure to instruct MVL not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement. Questionable; acceptance should be explicit, not due to failure to act.

Invoicing & Payment; Suspension of Work by MVL for Non-Payment: MVL may issue invoices for services rendered and expenses incurred at such times and with such frequency as MVL deems necessary or appropriate in MVL's discretion. All invoices are due and payable upon receipt. Prompt and full payment of all periodic invoices or other billings issued by MVL pursuant to this Agreement is of the essence of this Agreement.

In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, MVL, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon MVL's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, MVL shall resume services, provided that the time schedule for completion and compensation under the Agreement shall be equitably adjusted in a manner acceptable to MVL to compensate MVL for the period of suspension plus any other reasonable and necessary time and mobilization expenses MVL incurs to resume services. No failure by MVL to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to MVL or MVL's rights to later suspend work and accelerate terms. Client agrees MVL shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by MVL, either directly or indirectly.

Interest on Unpaid Charges; Collection Costs: Simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts that remain unpaid for more than 60 days from the date of the invoice. Payments when received shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice owed. Client shall pay all collection costs that MVL incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and



expenses, collection agency fees and expenses, court fees, collection bonds and reasonable MVL staff costs at standard billing rates for MVL's time and effort spent to collect. Client's obligation to pay MVL's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Warranty: Manufacturer warranties do not include costs for labor performed by MVL.

Latent Conditions: Client acknowledges that subsurface or latent undisclosed physical conditions may exist at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that differ materially from those ordinarily encountered may occur. If such latent conditions require a change in the design or the construction phase services, MVL shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay MVL for all additional services rendered and reimbursable expenses incurred by MVL and its sub-consultant(s), if any, to address, respond to or remediate such latent conditions. Such services by MVL or its sub-consultant(s) shall constitute Additional Services.

Insurance: MVL shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, MVL shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse MVL for any additional premiums or other related costs that MVL incurs.

Instruments of Service; Project Documents: All original documents prepared for Client by MVL or MVL's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service concerning the Agreement. MVL shall have and retain an ownership, copyright and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and MVL, no Instrument of Professional Service concerning the Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without MVL's written consent is not authorized, shall be at Client's sole risk and responsibility, and without any liability to MVL, or to MVL's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold MVL and MVL's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse. Photos taken of completed projects are the property of MVL and may be used for the purposes of advertising, publicity or in various social media forums.

Contractor Submittals: The scope of any review or other action taken by MVL or its sub-consultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. MVL shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither MVL nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, MVL cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints. Proposals are valid for 90 days from date issued by MVL.

Dispute Resolution: MVL and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.



No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Arizona, without regard to choice of law rules applicable in Arizona or in any state.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms only shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms were not applicable to the Agreement.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superseded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superseded.

Accepted: _____
Client