

SALES AGREEMENT – TERMS & CONDITIONS

1. LEAVITT & PARRIS shall endeavor to provide prompt service, but does not guarantee delivery date and/or installation time.
2. The deposit shall be received by LEAVITT & PARRIS from the customer upon acceptance of this contract.
3. Unless otherwise specified in writing herein, payment in full is due prior to or upon completion of set up and installation.
4. Customer shall provide sufficient unobstructed clean space suitable for the delivery and installation of the merchandise together with adequate vehicle access thereto and shall designate the site for each awning, canopy, marquee, prior to the arrival of LEAVITT & PARRIS' employee's arrival for installation. LEAVITT & PARRIS shall be paid waiting time current labor rate per employee for each hour and fraction thereof that LEAVITT & PARRIS employees are delayed in the performance of their work because of the failure of Customer to comply with the provisions of this paragraph.
5. If because of ledge, rock, shale or other sub-surface conditions, special anchors are required for guying the awnings, tents, canopies, and marquees, the Customer shall pay the additional labor and equipment costs incurred by LEAVITT & PARRIS to stake and guy the same. Customer shall mark the location of underground facilities in and around the installation site which could in any way be affected by the delivery and installation of the merchandise.
6. LEAVITT & PARRIS shall endeavor to minimize damage to Customer's lawn, plantings and premises generally. However, Customer assumes the risk to such damage and releases LEAVITT & PARRIS from any and all claims arising from such damage occasioned by the performance of this agreement.
7. LEAVITT & PARRIS is excused from the performance of this agreement if such non-performance is caused in whole or in part by the elements, accidents, strikes, disturbances of nature, fire, vandalism, acts or failures of act of any government authority or delays beyond any control.
8. LEAVITT & PARRIS is not required to install the merchandise when in the sole opinion of LEAVITT & PARRIS weather conditions create an unreasonable risk or harm to LEAVITT & PARRIS' employees, its property or others.
9. LEAVITT & PARRIS warrants and represents that all awnings, tents, canopies and marquees have been treated for water – repellency but does not guarantee that the same are waterproof.
10. Customer shall provide readily accessible electrical power outlets in sufficient capacity to safely operate all electrical tools needed to install final product.
11. The Customer is responsible to check and obtain (if needed) all necessary local, state, and utility permits required for installation of equipment prior to installation.
12. Customer assumes all risk for personal injury, death, and property damage arising out of or incidental to the use or operation of the merchandise and hereby indemnifies, defends and saves LEAVITT & PARRIS harmless from and against any and all claims, demands, actions or causes of actions on account of personal injury, death or property damages arising out of or incidental to the use or operation of the merchandise unless such claims, demands or causes of action arise through the negligence of LEAVITT & PARRIS.
13. LEAVITT & PARRIS certifies that its employees are insured under the appropriate Workmen's Compensation Act and that evidence of such coverage shall be delivered to the Customer upon written request.
14. It is agreed and understood that there is a charge in addition to the agreement price for service calls.
15. Customer shall pay the contract price plus such additions thereto as may be agreed upon or chargeable pursuant to the terms hereof. If the balance due is not paid within the time specified herein or where not specified within 30 days of billing, an amount equal to 1 ½ % (18%) annually of the outstanding balance shall be added to the balance every 30 days thereafter until final payment is made by Customer.

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16. Default shall be defined as a failure to pay the contracted amount specified on the reverse side. If the customer shall default in any payment hereunder or otherwise breach any of the terms or conditions hereof or if any execution or other writ or process of law shall be issued against the customer whereby the said product may be taken or detained if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the customer or customer's property or if the customer shall enter into any agreement or composition with creditors of if Leavitt & Parris shall deem itself insecure Leavitt & Parris may immediately take repossession of the product without any court order or other process of law and may enter upon premises where the said equipment may be and remove the same with or without notice of its intention to do so without liability to Leavitt & Parris. Failure by Leavitt & Parris to exercise any of its rights upon default, shall not constitute a waive of such default or a waiver of any of its remedies. This rights and remedies hereunder shall be cumulative and in addition to all remedies available under the law to Leavitt & Parris. Customer does not acquire any right, title or interest of Leavitt & Parris property.
17. Both parties to this agreement understand and agree that the terms and conditions of this agreement are set forth on both sides of this document and that the same contains all agreements of the parties unless those terms are modified in a subsequent written document signed and dated by both the parties.
18. This agreement shall be interpreted under and governed by the laws of the State of Maine.
19. If any portion of this agreement is determined by a court to be unenforceable, the remaining provisions shall remain in effect and be fully enforceable.
20. **WARRANTY EXCLUSION, LIMITATION AND DISCLAIMER.** There is no warranty given on the merchandise or labor furnished pursuant to this agreement except those implied warranties of merchantability and fitness for a particular purpose, if any, deemed applicable by law and as expressly set forth in writing herein.
21. I authorize Leavitt & Parris to use the charge card information below to pay for any purchases and other fees. There is a 3.25% (Mastercard, VISA, Discover) and 3.75% (American Express) convenience fee on all credit card transactions.

I have read and agree to the above TERMS AND CONDITIONS and acknowledge receipt of same.

_____	_____
Authorized Client Signature	Date
Please print Account Name as appears on credit card statement: _____	
Please print address statement is mailed to: _____	
Please print type of card: _____ (Visa, MasterCard, Discover or American Express)	
Please print credit card number: _____ Expiration Date: _____	
Credit card security code-Amex (4-digit) is on the front/Visa, Mastercard, & Discover (3-digit) is on the back: _____	
Please print signed name: _____	
Authorized Signature: _____	