

**Redhead Optical
CONTRACT AGREEMENT
ID. RHO-HSP-1**

This **Contract Agreement** is between _____ herein referred to as “the Customer,” and Redhead Optical of [Address], Rochester, NY, 14609, and pertains to optical engineering services on an as-needed basis. Jennifer Michels will be responsible for the completion of the Engineering Project Tasks described in Statement(s) of Work or Purchase Orders which refer to this **Contract Agreement**.

Redhead Optical can be reached at (585) 690-3024 or at jennifer@redheadoptical.com.

Contract Duration: _____

Customer Name: _____

Billing POC: _____

Address: _____

Phone: _____

E-mail: _____

BILLING POLICIES

Personnel Charges- Redhead Optical's billing rate for labor is \$150 per hour. This rate applies to Jennifer's time spent in the interest of the project tasks on engineering design, analysis, preparation of drawings, preparation of presentations, attendance of meetings with the Customer and other associates, subcontractors, vendors, instruction services, and any other reasonable engineering practices.

Sub-Consultant Services- Should it be necessary for Jennifer to hire other professionals to complete the agreed upon project tasks, she will notify the Customer at her earliest convenience. The sub-consultant's one-time fee or total services at an hourly rate will be passed along to the Customer with no markup.

Reimbursable Expenses- The Customer is responsible for reimbursing Redhead Optical for all agreed upon non-professional expenses, such as travel and subsistence, reproduction, and other reasonable actual expenditures.

Payment- Redhead Optical agrees to mail (via U.S mail or e-mail) invoices to the Customer on a monthly basis. Invoices will be sent to the attention of the Point of Contact and company address given on page 1 of this Contract Agreement.

The Customer agrees to not hold Redhead Optical responsible for the procurement and payment of hardware, software, or other equipment or services that will not become the property of RedHead Optical.

Interest of 2 percent per month will be payable on all amounts not paid within 30 days after receipt of the invoice. The Customer shall pay attorney's fees or other costs incurred in collecting any delinquent amount.

Termination- Either the Customer or Redhead Optical may terminate this Contract Agreement at any time without cause upon giving the other party thirty (30) days prior written notice. The Customer shall, within fifteen (15) days of the date of the final invoice, pay Redhead Optical for all services rendered and all costs incurred up to the date of termination, in accordance with the payment provisions of this Contract Agreement.

GENERAL CONDITIONS

Re-use of documents- All reports, drawings, specifications, and other documents, including electronic media that were prepared by Redhead Optical as instruments of professional service under contract by the Customer, shall become the property of the Customer.

The Customer agrees to not modify these documents without either written authorization of Redhead Optical, or the removal of Redhead Optical's name from the documents.

Indemnification- Redhead Optical agrees, to the fullest extent permitted by law, to indemnify and hold the Customer harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the negligent acts, errors, or omissions of Redhead Optical and its sub-consultants in the performance of professional services under this Contract Agreement.

The Customer agrees, to the fullest extent permitted by law, to indemnify and hold Redhead Optical harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the negligent acts, errors, or omissions of the Customer and those of the Customer's contractors in the performance of professional services under this Contract Agreement.

Redhead Optical is not obligated to indemnify the Customer in any manner whatsoever for the Customer's own negligent acts, errors, or omissions.

Limit of Liability- In recognition of the relative risks and benefits of the project to both the Customer and Redhead Optical, the risks have been allocated such that the Customer agrees, to the fullest extent of the law, to limit liability of Redhead Optical and our sub-consultants for the Customer's damages to a sum of \$100,000, or the professional fee for services accrued to date for a particular project, whichever is greater. Services rendered toward a particular project may cover more than one Contract Agreement, or may be part of a single Contract Agreement. The Customer agrees to give notice of damages they wish to collect from Redhead Optical within 12 months of the completion date given on page 1 of this Contract Agreement.

Governing Law- Unless otherwise stated, this Contract Agreement shall be interpreted and enforced pursuant to the laws of the State of New York without regard to its conflicts of law principles. The venue of any dispute, which cannot be amicably settled, shall be the State and Federal courts located in Monroe County, and the parties consent to the exclusive jurisdiction of such courts in such events.

Mediation / Litigation- In an effort to resolve any conflicts that arise during the Project or following the completion of the Project, the Customer and Redhead Optical agree that all disputes between them arising out of or relating to this Contract Agreement shall be submitted to a non-binding mediation, unless the parties mutually agree otherwise. In the event of any litigation arising from or related to the services provided under this Contract Agreement, the prevailing party will be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other related fees.

Non-Disclosure- Redhead Optical agrees to use the Customer's and their subsequent Customer's confidential information only in connection with the services for the Customer. This information will be held confidential for five (5) years, or until the information becomes publicly available, whichever occurs first.

Changes to this Contract Agreement- No changes to this Contract Agreement can be made without a written agreement signed by both parties. Signatures shall be from the same individuals who signed this Contract Agreement, unless both parties agree on replacements.

The parties have signed this Contract Agreement and it is effective as of the latest date written below.

REDHEAD OPTICAL

[Customer Company Name]

By: _____

By: _____

(signature)

(signature)

Name: Jennifer L. Michels

P.O.C.: _____

Title: Owner

Title: _____

Date: _____

Date: _____