

## Electrical T&M Agreement

THIS Agreement, by and between R.E.M. CONSULTING, LLC, 1014 110<sup>th</sup> Ave., Amery, WI 54001 hereinafter called the CONTRACTOR, and the CLIENT, identified via written communications such as text message; written message or email. R.E.M. Consulting, LLC herein offers a Time and Material Contract Agreement to the CLIENT.

WITNESSETH, that the CONTRACTOR and the CLIENT for the consideration named herein agree as follows:

### ARTICLE 1. SCOPE OF THE WORK

1. The CONTRACTOR shall provide labor as outlined via written communication between CLIENT and CONTRACTOR.
2. The CONTRACTOR shall provide materials as outlined via written communication between CLIENT and CONTRACTOR.
3. The CLIENT shall provide materials as outlined via written communication between CLIENT and CONTRACTOR.
  - o All CLIENT provided fixtures, devices, supplies and materials will be made readily available at the job site by the CLIENT.

### ARTICLE 2. COMMENCEMENT AND TIME OF COMPLETION

1. The work to be performed under this contract shall commence on the date that this document is signed by both parties.
2. The time of completion shall be substantially completed on a date agreed to by both parties via written communications.

### ARTICLE 3. THE TIME AND MATERIAL "T&M" PRICING


1. The Time and Material pricing shall be calculated based on the current CONTRACTOR's rate sheet posted online ([www.reminspecting.com](http://www.reminspecting.com)) at the time of the signing of this contract unless mutually agreed to other terms in writing. The following items are listed in the rate sheet.
  - o Labor rates
  - o Travel rates
  - o Reimbursements
  - o Fees

### ARTICLE 4. PAYMENTS

1. The CLIENT shall pay the CONTRACTOR at the time services are rendered or materials purchased for the full amount due unless mutually agreed to other terms in writing.
  - o Prior to services rendered the CLIENT may submit the details of a payment plan in writing to the CONTRACTOR and CONTRACTOR will review the request.
  - o If payment is not made by CLIENT at the time of services rendered, then an invoice plus \$25 bookkeeping fee shall be sent to the CLIENT with a NET 15.
  - o Any invoice(s) not paid by the due date will be charge an additional \$25 bookkeeping fee each month until the invoice(s) and bookkeeping fee(s) are paid in full.
2. The CLIENT may choose to pay the CONTRACTOR ahead of time for a Lump Sum amount of T&M not to exceed basis as agreed to by both parties in writing.

### ARTICLE 5. GENERAL PROVISIONS

1. CONTRACTOR shall complete all work in a workmanship like manner and in compliance with current electrical codes.
2. CONTRACTOR shall furnish CLIENT appropriate releases or waivers of lien for all work performed or materials provided at the time of payment.
3. CLIENT and CONTRACTOR shall sign all written change orders, no verbal change orders will be accepted.
4. CONTRACTOR warrants it is insured for injury to CLIENT and others incurring loss or injury as a result of acts of the CONTRACTOR.
5. CLIENT warrants it is adequately insured for injury to CONTRACTOR incurring loss or injury as a result of acts of the CLIENT or its family members, employees and subcontractors.
6. CLIENT shall at its own expense obtain all permits necessary for the work to be performed.
7. In the event CLIENT shall fail to pay any periodic or installment payment due hereunder, CONTRACTOR may cease work without breach pending payment or resolution of any dispute.
8. CONTRACTOR shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
9. CONTRACTOR warrants all labor work performed by the CONTRACTOR for a period of 1 month following completion.
10. CONTRACTOR does not warrant any changes made by others to the original installation.
11. CONTRACTOR does not warrant any materials, fixtures, devices or equipment supplied by the client.
12. Warranty or service will not be performed if any payments according to this AGREEMENT become past due including change orders.
13. CLIENT is responsible for all warrants on CLIENT furnished materials, fixtures, devices and equipment.
14. CONTRACTOR does not provide concrete, forming, painting, patching, trenching, core drilling, venting and sealing of penetrations.
15. For failure to perform if prevented by strikes, or other labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond CONTRACTOR's control. In no event shall the CONTRACTOR be liable for special or consequential damages whatsoever or however caused.



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16. CONTRACTOR carries General Liability Insurance covering its work on this job.
17. CLIENT shall be responsible for losses due to theft, damage, vandalism, etc. at the job site and shall have insurance to cover such losses.
18. CLIENT carries Liability Insurance for risk of loss due to fire, windstorm, vandalism, or other casualty.
19. CLIENT shall indemnify, to the fullest extent permitted by law, defend, protect and hold harmless CONTRACTOR, its subsidiaries, divisions and their directors, officers, agents and employees ("Indemities") from and against claims, damages, losses, penalties and expenses (including without limitation, attorney's fees) ("Claims") arising out of or resulting from CLIENT's project(s). CLIENT further agrees to obtain, maintain, and pay for such general liability coverage and endorsements (including products and completed operations coverage) as will ensure the provisions of this Paragraph.
20. CONTRACTOR shall be responsible for adhering to CLIENT's own environmental compliance and safety at the site and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Services. If requested by CLIENT, CONTRACTOR shall participate in meetings with CLIENT and other contractors to coordinate CLIENT's safety requirements with the safety requirements of other contractors on the Project.
21. CONTRACTOR shall not introduce to the Project or the site, nor store, maintain or use on the site any Hazardous Materials, except to the extent expressly required in the performance of the Services. Hazardous Materials means any materials for which the storage, transport, use or disposal are regulated by federal, state or local environmental laws, regulations and rules. CONTRACTOR shall be responsible for acquiring any permits or approvals required of any governmental authority with respect to the storage, use, transportation or disposal of any Hazardous Materials, and for the proper disposal of any Hazardous Materials in strict conformance with all applicable federal, state and local laws, statutes, ordinances, regulations, rules, guidelines and orders as part of the Services to be performed under this AGREEMENT.
22. CLIENT or CONTRACTOR may terminate this AGREEMENT for any reason upon ten (10) days prior written notice. The date of termination shall be the date contained in the notice ("Termination Date"). In the event of such termination, CLIENT shall pay CONTRACTOR all amounts due up to the Termination Date and any other amounts agreed to by both parties in writing. Except CLIENT's obligation to pay such amounts due, neither CLIENT nor CONTRACTOR shall have any further obligations under this AGREEMENT.
23. This AGREEMENT, including any exhibits, emails, schedules and attachments, supersedes any prior AGREEMENTs between the parties and contains the entire AGREEMENT between them.
24. This AGREEMENT may be amended, supplemented, or modified, in whole or in part, only by a written instrument signed by CLIENT and CONTRACTOR.
25. The validity, interpretation, enforceability and performance of this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Wisconsin, exclusive of choice of law provisions. Any dispute between CLIENT and CONTRACTOR that cannot be resolved through management negotiations shall be venued in a court of competent jurisdiction in Polk County, Wisconsin.
26. In case any one or more of the provisions or parts of a provision contained in this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this AGREEMENT; and this AGREEMENT shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of a provision) contained in this AGREEMENT shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.
27. All express representations, indemnifications, or limitations of liability included in this AGREEMENT will survive its completion or termination for any reason.
28. Failure to enforce any provision of this AGREEMENT by either CLIENT or CONTRACTOR shall not constitute waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

**ARTICLE 6. DEFAULTS**

1. CLIENT will be in default if:
  - a. Any payment called for under this AGREEMENT and all authorized change orders becomes past due.
  - b. Any conditions warranted by the client prove to be untrue.
  - c. Failure of client to comply with any of the conditions of this AGREEMENT.
2. CONTRACTOR's remedies in the event of client defaults:
  - a. Suspend the work and remove its tools/material/equipment from the premises.
  - b. Remove any CONTRACTOR supplied material/equipment, whether or not it has been installed and whether or not it has been placed in operation. In this regard, CLIENT agrees that CONTRACTOR may enter upon CLIENT'S property for the purpose of repossessing such tools, equipment without liability to CONTRACTOR for trespass or any other reason.
  - c. Retain all monies paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. The CLIENT agrees to pay all Arbitration costs and expenses, attorney's fees, court costs, collection fees (including fees incurred in connection with appeals) incurred by CONTRACTOR in enforcing its rights under this AGREEMENT.
  - d. If a breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by a mediation professional before resorting to arbitration, litigation, or some other dispute resolution technique.

**ARTICLE 7. Term**

1. This AGREEMENT shall commence on the date both parties acknowledge acceptance of this agreement via written signature, text or email and shall continue in full force and effect until final payment is received by the CONTRACTOR.

IN WITNESS WHEREOF,

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
CLIENT

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_