

AEROSCOPIK ENVIRONMENTAL INC.

Contractor's License No. B-895732
1833 Dana Street
Glendale, CA. 91201
Tel: (818) 543-3930
Fax: (818) 543-3986

**WORK AUTHORIZATION AND SERVICES AGREEMENT
("Agreement")**

("LOCATION"): _____

(PRINT): CUSTOMER (COMPANY NAME): _____

Authorized Signatory/Title: _____

Mobile Number: _____

Email: _____

("INSURER") COMPANY'S INSURER: _____

Insurer Contact: _____

Policy No. _____

By signing below, the signatory, acting on behalf of Customer and individually, as Guarantor of Customer, (A) represent to Company that the signatory has been authorized by Customer to bind Customer to all provisions hereof; and (B) agrees that this Agreement shall be binding upon and inure to the benefit of Company, Customer and each of their respective successors and assigns, including Customer's successors-in-interest in ownership of the real property containing the Location.

Attachments to Agreement

Proposition 65 / Customer Toxic Substances Disclosure

ACCEPTED AND AGREED BY CUSTOMER:

(SIGN) CUSTOMER- By: _____

Date/Time: _____

ACKNOWLEDGED:

(SIGN) AE CONSTRUCTION SERVICES, INC.- By: _____

Date/Time: _____

Company, Customer and Customer's signatory, individually as Guarantor of Customer's performance under this Agreement, agree to the following:

1. CONTRACT; SERVICES. Customer engages Company to perform Services using certain materials at the Location, as later described in the invoice therefor. The parties agree that the description will be binding except in the event of manifest error (collectively, interchangeably, the "Services" or the "Work"). The Services are rendered on a time charged and materials basis, with the actual Total Actual Cost of the Work assessed on that basis upon the Work's final completion. Upon said completion, Company will request Customer's verbal and/or written confirmation of the Work's satisfactory completion. Customer's failure to reasonably respond to such request shall be deemed Customer's full satisfaction of the Services performed.

2. PAYMENT. Customer is fully responsible for payment for Services performed by Company under this Agreement, as set forth in Company's invoices. If full payment is not received within ten (10) calendar days of receiving Company's invoice shall result, at Company's option, in the

commencement of formal collection activities at Customer's cost and expense and/or the assessment of a late charge equal to 5% of invoiced amounts, with any such delinquent sum accruing default interest at a rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law until paid in full. Invoice disputes must be delivered to Company in writing within ten (10) calendar days following receipt of the invoice. Failure to do so will be deemed Customer's acceptance of the invoice's accuracy. Customer authorizes and directs its Insurer to directly pay to Company, naming "AE Construction Services, Inc." on all checks, all available insurance proceeds up to the sum due. Customer shall be responsible for separately paying to its Insurer or (alternatively) to Company any deductible payable under its insurance policy. Notwithstanding (but after accounting for) the Company's receipt of Customer's insurance proceeds, Customer shall pay all sums due under this Agreement.

3. NOTICES; DISPUTE RESOLUTION. All notices delivered by Company or Customer under this Agreement shall be delivered to their respective addresses in this Agreement. Any notice shall be deemed delivered upon the earlier of (A) three (3) business days after mailed first-class deposited with the United States Postal Service; (B) actual receipt, if delivered by personal delivery or by overnight courier mail service; or (C) actual receipt, if delivered by electronic mail and followed by one of the foregoing methods under clause (A) or (B). Any dispute having an amount in controversy of over \$7,500.00 relating to this Agreement shall be first attempted to be settled by non-binding mediation pursuant to the procedures, guidelines and rules of JAMS, Inc. (collectively, "JAMS") or, if JAMS, Inc. is non-existent, then its successor-in-interest. If Company and Customer cannot settle their dispute in mediation, then it shall be resolved by mandatory binding arbitration in accordance with the arbitration pursuant to JAMS. Any mediation, arbitration or action shall take place in Los Angeles County, California.

4. INDEMNIFICATION; HOLD HARMLESS. Customer indemnifies and holds harmless Company, its shareholders, directors, officers, employees, contractors and agents from and against any and all liabilities, damages, losses, actions, debts, demands, and costs and expenses (including, without limitation, attorneys' fees and costs, including the cost of expert witnesses) from claims arising from or relating to Company's performance of the Work, damage to the personal property of Company and/or any tenants, occupants or invitees at or in possession or occupying the Location (collectively, "Occupants") or personal injury to any Occupants.

5. ASSUMPTION OF RISK. As a material inducement for Company to enter into this Agreement and to perform the Work, Customer acknowledges and agrees that it is reasonable to expect that the performance of the Work under this Agreement may result in certain property damage due to the unique facts and circumstances, including emergency problem situations to be resolved by Company at Customer's request. Company shall endeavor to minimize any resultant property damage caused by its performance of the Services, and Customer agrees to solely assume the risk of such property damage caused by the Work and the repair and/or replacement of all damaged property.

CUSTOMER ACKNOWLEDGMENT: Initial Here: _____

6. WAIVERS. COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO ITS PERFORMANCE OF THE WORK. THE COMPANY REPRESENTS THAT THE WORK WILL BE PERFORMED BY QUALIFIED PERSONNEL. EXCEPT FOR THE FOREGOING, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, THERE IS NO IMPLIED WARRANTY THAT THE MATERIALS USED SHALL BE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES NON-RELIANCE UPON COMPANY'S SKILL OR JUDGMENT TO SELECT OR FURNISH MATERIALS SUITABLE FOR ANY PARTICULAR PURPOSE.

7. CUSTOMER REPRESENTATIONS AND WARRANTIES. Customer represents and warrants to Company each of the following:

Proposition 65/Hazardous Substances Disclosure. Customer has fully disclosed any and all hazardous substances (in reportable quantities as may be required by applicable local, state and federal law) (collectively, the "Hazardous Substances") in, on or about the Location, all as more particularly described by Customer on the attached Proposition 65 Notice.

Authority to Execute and Bind Customer. Customer's individual signatory has been duly authorized by Customer to execute this Agreement in all places required hereunder, whether as Customer's owner, officer, employee or agent with authority to bind Customer, and to bind Customer to all provisions hereof.

8. MISCELLANEOUS. This Agreement shall be interpreted and governed by the laws of the State of California. The provisions of this Agreement shall be binding upon and inure to the benefit of Company and Customer and each of their respective successors and assigns and, in the case of Customer, any party subsequently acquiring a real property interest in the Location where the Work is performed. If a formal legal proceeding is initiated in connection with a dispute arising under or relating to this Agreement, the prevailing party in such proceeding shall be entitled to reimbursement for reasonable attorneys' fees, expert witness fees and costs incurred in such action. THIS AGREEMENT CONSTITUTES THE FINAL MUTUAL UNDERSTANDINGS BETWEEN COMPANY AND CUSTOMER REGARDING THE WORK, AND ALL UNDERSTANDINGS, DISCUSSIONS AND NEGOTIATIONS PRIOR TO THE MUTUAL EXECUTION OF THIS AGREEMENT ARE SUPERSEDED IN THEIR ENTIRETY BY AND MERGED INTO THIS AGREEMENT. This Agreement may not be amended or modified orally, but only by a written amendment to this Agreement mutually executed and delivered by Company and Customer.

PROPOSITION 65 STATEMENT

The State of California has listed Hazardous Substances, including toxic and hazardous chemicals and other materials, known to cause cancer or reproductive. Proposition 65 requires a warning of potential exposure. A fire or flood or other casualty may heighten this risk of exposure.

Please list all known or suspected Hazardous Substances in, on or about the Location that may be encountered during the performance of the Work.

<u>Hazardous Substance</u>	<u>Location</u>	<u>Precautions</u>
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