

Advanced Proposal Design

Scope and Terms Tags

A major new feature is the ability to customize the Scope of Work and Terms sections of the proposal with text 'Tags' that can modify the font, text size, text style, insert information from the proposal and also insert images. There are several types of tags:

- **Formatting Tags**
- **Data Tags**
- **Picture Tags**
- **Conditional Tags**

These tags can be used independently or in conjunction with other tags to format and complete your documents as needed.

In general tags are in the format <xxxxxx>. If either <> is missing it will be read as text. Tags also must be exact. For example, <proposal #> is not the same as <proposal#>. All tags must be lower case with the exception of font names that are case sensitive (typically title case). Any text that is not in the <> of a tag will be displayed. For example, "Proposal #: <proposal#>" will show as "Proposal #: 1234".

Some formatting tags can be closed. To close a tag add a "/" after the leading "<". For example, the Bold tag can be closed with . Once a tag is closed the text will return to the style that was set before the opening tag.

Formatting Tags

Formatting tags are used to format the text in your document. The rules are similar to html. Here are the available formatting tags:

	Begin bold font style	These tags can all be closed
	End bold font style (not required to follow)	
<p>	Begin style plain (no underline, bold or italic)	
</p>	End plain style (not required to follow <p>)	
<u>	Begin underline style	
</u>	End underline style (not required to follow <u>)	
<i>	Begin italic style	
</i>	End italic style (not required to follow <i>)	
<size=24>	Size changes to 24 point	These tags cannot be closed. Just set the attribute to a different setting if desired.
<color=red>	Change color to Red. Valid color choices include: light gray, dark gray, tan, blueprint, dark blue, light blue, dark green, black, red, green, blue, yellow, orange, brown, pink, aqua, gray, sepia, cranberry, kelly, white	
<font=Arial>	Change font to Arial	
<page>	Insert a page break	

Data Tags

Data tags are used to place data from your proposal in the Scope or Terms document. For example if you would like to include a personal letter to the client you might use this format:

Dear Mr. <client last name>,

This will place the last name of the client into the document. Make sure to check the conditional tags for different ways to use Data Tags. Here are the available data tags:

<by>	Name of Staff person that created proposal
<client address 1>	Client Billing address Line 1
<client address 2>	Client billing address line 2
<client city>	Client billing address city
<client company name>	Client company
<client country>	Client billing country
<client email>	Client Email
<client first name>	Client First Name
<client id>	Client ID
<client jobsite contact>	Client jobsite contact
<client last name>	Client Last Name
<client middle name>	Client Middle Name
<client name>	Client Name
<client rep>	Client Rep
<client salutation>	Client Salutation
<client state>	Client Billing State
<client title>	Client title
<client website>	Client website
<client zip>	Client billing address
<Creation Date>	Date the proposal was created
<dealer address 1 line>	Dealer address condensed to one line
<dealer address multi line>	Dealer address in mailing label format
<dealer address>	Dealer Address
<dealer email>	Dealer Email
<dealer fax>	Dealer Fax
<dealer name>	Deaer Name
<dealer phone>	Dealer Phone
<dealer primary contact>	Primary contact assigned to the project
<dealer slogan>	Dealers Slogan
<dealer website>	Dealer Website
<Discount %>	Discount Percentage Rate
<discount amount>	Discount Amount

<engineer>	Engineer assigned to the project
<installer>	Installer assigned to the project
<jobsite address>	Jobsite address from the contact detail
<jobsite city>	Jobsite city from the contact detail
<jobsite country>	Jobsite country from the contact detail
<jobsite lot>	Jobsite lot from the contact detail
<jobsite state>	Jobsite state from the contact detail
<jobsite zip>	Jobsite zip from the contact detail
<labor 1 hours>	Labor 1 total hours
<labor 1 rate>	Displays the hourly rate for Labor Type 1
<labor 1 total>	Labor 1 total amount
<labor 1 type>	Labor 1 type
<labor 2 hours>	Labor 2 total hours
<labor 2 rate>	Displays the hourly rate for Labor Type 2
<labor 2 total>	Labor 2 total amount
<labor 2 type>	Labor 2 type
<labor 3 hours>	Labor 3 total hours
<labor 3 rate>	Displays the hourly rate for Labor Type 3
<labor 3 total>	Labor 3 total amount
<labor 3 type>	Labor 3 type
<labor 4 hours>	Labor 4 total hours
<labor 4 rate>	Displays the hourly rate for Labor Type 4
<labor 4 total>	Labor 4 total amount
<labor 4 type>	Labor 4 type
<labor 5 hours>	Labor 5 total hours
<labor 5 rate>	Displays the hourly rate for Labor Type 5
<labor 5 total>	Labor 5 total amount
<labor 5 type>	Labor 5 type
<labor 6 hours>	Labor 6 total hours
<labor 6 rate>	Displays the hourly rate for Labor Type 6
<labor 6 total>	Labor 6 total amount
<labor 6 type>	Labor 6 type
<labor selling>	Total Labor Selling Amount
<material selling>	Material Selling Amount
<misc %>	Misc %
<misc amount>	Misc Amount
<misc label>	Misc Text
<payment 1 %>	Payment 1 Percentage of Total Project
<payment 1 amount>	Payment 1 Amount
<payment 1 description>	Payment 1 Description
<payment 2 %>	Payment 2 Percentage of Total Project

Hint: Labor 1-6 are the labor types in your SmartOffice system. The defaults are:

- 1 = Engineering
- 2 = Prewire
- 3 = Trim
- 4 = Final
- 5 = Programming
- 6 = Project Management

These can be changed in the SmartOffice Preferences.

<payment 2 amount>	Payment 2 Amount
<payment 2 description>	Payment 2 Description
<payment 3 %>	Payment 3 Percentage of Total Project
<payment 3 amount>	Payment 3 Amount
<payment 3 description>	Payment 3 Description
<payment 4 amount>	Payment 4 Amount
<payment 4 description>	Payment 4 Description
<payment 4 %>	Payment 4 Percentage of Total Project
<payment 5 %>	Payment 5 Percentage of Total Project
<payment 5 amount>	Payment 5 Amount
<payment 5 description>	Payment 5 Description
<payment 6 %>	Payment 6 Percentage of Total Project
<payment 6 amount>	Payment 6 Amount
<payment 6 description>	Payment 6 Description
<programmer>	Programmer assigned to the project
<project manager>	Project Manager assigned to the project
<proposal #>	Proposal #
<proposal name>	Proposal Name
<salesperson>	Salesperson assigned to the project
<subtotal>	Subtotal Amount
<tax %>	Tax %
<tax amount>	Tax Amount
<Time>	Time proposal is printed
<Today>	Date the proposal is printed
<total>	Total Amount

Picture Tags

Picture tags are used to insert pictures into your terms or scope of work document. Then depending on the size and position of the picture you can have text flow around the image. The picture uses a picture tag and the text is placed in a sidebar tag. Sidebar text is placed alongside of image that immediately follows sidebar tag. Sidebar Tag must be started with <sidebar> and ended with </sidebar>. Images are reduced in size if necessary to fit the format and size selection but not enlarged. Here are the sizes for each of the different images:

Small images are reduced to not exceed 2.2 inches (5.6 cm, 158px) wide x 4.34 inches (11 cm, 312px) high.

Medium images are reduced to not exceed 3.74 inches (9.49 cm, 269px) wide x 4.34 inches (11 cm, 312px) high.

Large images are reduced to not exceed 5.4 inches (13.73 cm, 389px) wide x 4.34 inches (11 cm, 312px) high.

<sidebar>Sidebar text goes here</sidebar>	Sidebar text is placed alongside of image that immediately follows sidebar tag. Sidebar Tag must be started with <sidebar> and ended with </sidebar>
<image right small=Test_Van.jpg>	Place small image right justified
<image right meduim=Test_Van.jpg>	Place medium image right justified
<image right large=Test_Van.jpg>	Place large image right justified
<image left small=Test_Van.jpg>	Place small image left justified
<image left meduim=Test_Van.jpg>	Place medium image left justified
<image left large=Test_Van.jpg>	Place large image left justified

Conditional Tags

Conditional tags allow you to format scope and terms text with sections that will only appear if needed. For example an explanation of Misc Charges might only be included if Misc Charges total amount is not 0.00. Conditional tags must be started with `<?XXXX>` and ended with a closing tag `</?XXXX>`. Conditional tags may be nested. For example you may have an entire section of page that might only be shown if labor total is not 0.00 and within that page information about each labor type may only show if that labor type total amount is not 0.00.

<code><?disc> Conditional text goes here</?disc></code>	Include conditional text if total discount is > 0
<code><?misc> Conditional text goes here</?misc></code>	Include conditional text if total misc amount is > 0
<code><?payment 1> text goes here</?payment 1></code>	Include conditional text if Payment 1 amount is > 0
<code><?payment 2> text goes here</?payment 2></code>	Include conditional text if Payment 2 amount is > 0
<code><?payment 3> text goes here</?payment 3></code>	Include conditional text if Payment 3 amount is > 0
<code><?payment 4> text goes here</?payment 4></code>	Include conditional text if Payment 4 amount is > 0
<code><?payment 5> text goes here</?payment 5></code>	Include conditional text if Payment 5 amount is > 0
<code><?payment 6> text goes here</?payment 6></code>	Include conditional text if Payment 6 amount is > 0
<code><?labor>Conditional text goes here</?labor></code>	Include conditional text if labor total amount is > 0
<code><?labor 1>Conditional text goes here</?labor 1></code>	Include conditional text if labor 1 total amount is > 0
<code><?labor 2>Conditional text goes here</?labor 2></code>	Include conditional text if labor 2 total amount is > 0
<code><?labor 3>Conditional text goes here</?labor3></code>	Include conditional text if labor 3 total amount is > 0
<code><?labor 4>Conditional text goes here</?labor 4></code>	Include conditional text if labor 4 total amount is > 0
<code><?labor 5>Conditional text goes here</?labor 5></code>	Include conditional text if labor 5 total amount is > 0
<code><?labor 6>Conditional text goes here</?labor 6></code>	Include conditional text if labor 6 total amount is > 0
<code><?section=lighting>Conditional text goes here</?section=lighting></code>	Include conditional text if the proposal contains items that refer to a Zone, Discipline or SubZone with the specified name.

Examples:

Here are three examples that you can use to get started using Smart Tags. Copy and paste any of these into your scope and terms section to start using this feature.

1) **Welcome Letter:** (Note: Make sure to repoint the image references)

```
<b> <font=Times New Roman><color=green><size=14> WELCOME TO XYZ AUDIO VIDEO SYSTEMS!</b>
```

```
<sidebar><color=black><size=12> Greetings, I would like to personally welcome you to be a part of our World. Here at XYZ Systems we pride ourselves on being committed to our Clients, our Community, Eachother, and the Earth.Thank you for the opportunity to demonstrate how we may satisfy the integration needs for your new residence.</sidebar><image left small=Tom_Coffin.jpg>
```

```
<sidebar>Our team is dedicated to the success of your project. Included in our proposal is a Scope of Work which details all the areas of responsibilities for both our company and you the client. Open communication and fulfilling expectations is very important to a successful project. Your team will include a project manager, a lead tech, a scheduler, a materials expediter, and a selections person. They are all here to ensure the project and your satisfaction are completed to perfection. Should you ever have an issue please feel free to call me personally at 440-555-1212.</sidebar><image right medium=Test_staff.jpg>
```

XYZ Audio Vido Systems has designed and installed more complete integrated home systems than any other New York dealer. Our more than 4,000 installed systems are geographically located throughout the world. XYZ has received numerous national awards for system design and installation. In June 2010, C.E. Pro magazine positioned XYZ as one of the largest integrators in the country. XYZ is recognized as an innovator and a leader in the field of Systems Integration and is proud to be a member of many outstanding industry organizations such as HBA, BBB, ASID (American Society of Interior Designers), IF (Industry Foundation), PARA (Professional Audio/Video Retailers Association). CEDIA (Custom Electronics Design and Installation Association, IEEE (Institute of Electrical and Electronic Engineers), and the AES (Audio Engineering Society), to mention just a few.

```
<i>Thomas C. Coffin
```

2) **Scope of Work**

```
<b><size=18><font=Arial>Scope of Work</b>
```

Since the overriding principle at XYZ is providing the customer with easy to understand information we have several systems

in place to provide you with this information. One example of this information is our Scope of Work document. Instead of

providing you some vague quote that leaves plenty of room to "hide" hidden costs, XYZ gives you a play by play scope of work

document detailing what will be done for the investment you are making. Every job we do for you will be prefaced with a Scope

of Work that will be reviewed with your designer and/or assigned engineer before we do the job. We make sure you are

comfortable with all aspects of the project, big or small.

Client' Scope of Work Document

<client name>

<jobsite address>

<jobsite city>

<jobsite state>

<jobsite zip>

Scope of Work for Proposal # <proposal#>

Please review this information and ensure its accuracy. Any discrepancies should be reported to XYZ as soon as possible.

Contact Info:

<dealer name>

<salesperson>

<dealer address>

Phone: <dealer phone> Fax: <dealer fax>

Current Inventory:

N/A

(Customer is replacing entire system. No current equipment will be used as part of this design.)

Overview:

Current customer concerns are:

Ensuring ease of use for children and visiting grand parents.

System to be operational upon move in.

Training for all family members week of move in

Scope of Work Includes the following Disciplines:

Life Safety This proposal includes a Life Safety system. The safety of your family and your home is more important than ever. In uncertain times it's better to be safe than sorry. At XYZ your family's life safety and security and the protection of your home is paramount.

A security system consists of devices that alert you when their status changes. A door or window opening is signaled through contact switches. Should a window be broken a glass break detector listening for the exact frequency of broken glass can alert the system of trouble. Motion detectors let you know when objects are in motion such as an intruder. Sensors placed on stair treads alert the system when someone is entering the stairway.

Other items fall into the life safety category. Smoke and heat detectors alert the system in case of fire, explosions, or a rapid rise in heat. Carbon Monoxide detectors sniff out harmful gas before it hurts you. Your home is in many cases your most expensive asset. XYZ can help you protect it by using water detectors to protect against flooding. Temperature sensors can alert the system when areas become too warm or cold. Your proposal will identify the individual items chosen for your specific situation.

Information Infrastructure This proposal includes an Information Infrastructure system. The distribution of information has become very important in the home. XYZ designed homes distributes voice, data, and video to the appropriate locations. With our forward thinking design philosophy your home connects you with today's technology and is prepared to take full advantage of future technological breakthroughs.

Communications This proposal includes a Communications system. Communication is critical to the human condition. Knowing who is at your door before you open it is just good common sense. Our design provides for allowing you to pick up a phone and speak directly with your potential guest. The doorbell chimes can be played throughout the house on your in wall or in ceiling speakers with the purchase one of our whole house music packages. XYZ integrates doorbell buttons and/or door stations and a communications processor with your existing telephone lines. Options such as cameras allowing visual acknowledgement of the guest and the capability to unlock doors are available with our video surveillance and access control packages. All working seamlessly together. Your proposal will detail the individual devices chosen for your project.

Whole House Music This proposal includes a Whole House Music system. Music shall be available throughout your home. Control of the sources, functions, and volume is handled in the Systems Integration section. See the proposal for a list of rooms included and sources available.

Whole House Video This proposal includes a Whole House Video system. This system allows you to share your video sources throughout your home. See your proposal for a list of the video sources and where they may be viewed.

Home Theatre This proposal includes a Home Theatre system. XYZ defines several different types of Home Theatre experiences; The Personal Cinema encompasses a dedicated room and may include theatre seating, room acoustical solutions, and assorted decorative items. XYZ Systems is THX and ISF Certified. The Personal Cinema is a surround application we provide for family gathering areas and bedrooms. Your proposal will detail your specific solution.

</?section=Home Theatre><?section=Lighting Control>This proposal includes a Lighting Control system. Comfort, safety, beauty, and savings are all considered in evaluating why to choose a lighting control system. When a room is lit properly it decreases eye strain. When it is lit improperly it causes eye strain which can lead to headaches and a sense of uneasiness. XYZ can assist is your lighting design to ensure your comfort. The best deterrent for crime is lighting. A home that is lit up at night is much less likely to attract an unwanted visitor. You spend a great deal of time, energy, and money deciding on paint colors and art work. A lighting control system ensures those colors and your art are seen the way you envisioned them. The human eye cannot distinguish the difference between 83% to 100% brightness. However your wallet can. Dimming an incandescent bulb to 83% will increase the life of the bulb up to 10 times. Not only do you save on bulbs but more importantly you save time and energy replacing those bulbs.

</?section=Lighting Control><?section=Climate Control>This proposal includes a Climate Control system. XYZ Systems is a LEEDS AP (Leadership in Energy & Environmental Leadership Associated Professional) and takes energy efficiency very seriously. Communicating thermostats in the system work with the Systems Integration to minimize energy consumption based upon outside temperature, occupancy, time of day, and other conditions to maximize this goal. Your proposal details the individual devices.

</?section=Climate Control><?section=Video Surveillance>This proposal includes a Video Surveillance system. This provides the ability to view areas in and around your home from your television or a computer anywhere in the world. See your proposal for specific details on your home will function.

</?section=Video Surveillance><?section=Access Control>This proposal includes a Access Control system. You have had in your cars for years. An access control system allows you to lock, unlock, and know the status of whether the doors are open or closed. Review your proposal for the specific doors included in your system.

</?section=Access Control><?section=Central Vacuum>This proposal includes a Central Vacuum system. Central Vacuum systems provide the easiest, most convenient, safest way to dispose of dirt and allergens. Major rooms are provided with inlets where you simply plug in your vacuum's hose. Typically each floor of your home is provided with an individual hose. The main vac motor unit is kept in the basement or garage for easy access to empty the container. Your specific proposal details devices and locations.

</?section=Central Vacuum><?section=Systems Integration>This proposal includes a Systems Integration system. This brings all of your other systems in your home together providing a similar user interface to control very disparate systems. All the systems work together providing some automation of specific tasks. As an example simply pressing a button on the garage door controller in your car after pulling out of your garage can close the garage door, arm the life safety system, shut off all electronics throughout your home, set your thermostat back, and set yur home to the "Away" scene. Your proposal will define the exact features of your Systems Integration package.

</?section=Systems Integration><?section=Protection>This proposal includes a Protection system. Your home and it's contents are a substantial investment. An XYZ Systems Protection package provides for maintenance, warranty, and protection for electrical surges. See your proposal for your specific solution.

This proposal includes a Protection system. Your home and it's contents are a substantial investment. An XYZ Systems Protection package provides for maintenance, warranty, and protection for electrical surges. See your proposal for your specific solution.

Customer Requirement's:

All assumptions MUST be correct to validate this scope of work. If anything listed below is inaccurate contact XYZ Systems immediately. Any inaccuracies will result in increased labor.

A dedicated temperature controlled room shall be designated the "Equipment Room" with a minimum of 20 feet of linear wall space and 10 feet of depth.

Electronics must have sufficient power. Client's electrician shall provide the necessary power to the locations directed by the XYZ engineer or project manager.

XYZ shall have a minimum of two days to trouble shoot and calibrate systems after the home is "Clean" prior to Client move in.

Internet access is REQUIRED for system start up

Labor will be billed per man-hour plus travel.

Customer MUST be properly licensed for all software that will be installed.

The Customer is responsible for coordinating with the local Internet provider and/or the ISP to ensure that cable modem or DSL connectivity is available at the home BEFORE the install date.

Grounding and surge suppression are highly recommended at the electrical panel.

Trim devices such as touch panels and speakers are to be installed after primer and before final paint.

Client's painter shall spray grills according to ZYX instruction. Client general contractor to provide a minimum of 2 weeks notice prior to each phase of construction's advancement.

Payment schedule must be adhered to and change orders implemented and paid according to contract or the project time will slip.

Customer Instructions:

Please carefully review this document. The dispatched technician will ONLY be authorized to perform work that is specifically listed in the above scope of work. Any additional work will need to be scheduled as a future service call by executing a Change Order. Any revisions to this Scope of Work must be recorded by execution of a Change Order.

Current XYZ Time and Material Labor Rates during business hours:

- Engineering <labor 1 rate> per hour
- Pre-Wire <labor 2 rate> per hour
- Trim <labor 3 rate> per hour
- Final <labor 4 rate> per hour
- Programming <labor 5 rate> per hour
- Project Management <labor 6 rate> per hour
- Travel is billed one way at current rate.
- All work-performed onsite is taxable in the States of NJ & NY.

- Overtime rates apply outside of business hours
- Business Hours are Monday-Friday 8:00AM to 6:00PM.

problems may arise with respect to the installation of the Goods and, accordingly, Seller shall not be held responsible for any delays caused by unforeseen difficulties. Buyer will take all action necessary to permit Seller access to Buyer's Site at times requested by the Seller.

#4 Method of Installation

Seller shall perform the installation of the Goods at the Site by its usual and customary method. Seller shall receive from Buyer copies of the diagrams and specifications of the Site where the equipment is to be installed.

#5 Price

The price of the Goods and services is set forth in the Proposal, and shall be payable as set forth in the Proposal. Warranty work shall be charged as set forth in paragraph 15 below, and any charges shall be paid net cash 15 days after invoice.

#6 Risk of Loss

Risk of Loss shall pass to Buyer when the Goods are delivered to the Site.

#7 Taxes, Fees and Assessments

Any tax, fee, assessment or other governmental charge related to the Goods or work provided shall be paid by Buyer, and shall be in addition to the Total set forth in the Proposal. Buyer's failure to so pay shall be a breach of this entire agreement.

#8 Force Majeure

Seller shall not be responsible for any delay in delivery or the installation or failure to make delivery or installation of all or any part of the Goods purchased under this agreement due to federal, state or municipal action, statute, ordinance, or regulation, strike or other labor trouble, riot or other civil disturbance, inability to secure raw materials or supplies, or, without limiting the foregoing, by any other cause, contingency, or circumstance within or without the United States not subject to its control which prevents or hinders the manufacture, delivery or installation of the Goods sold hereunder. The provisions of this paragraph shall not be limited by any provision in which time is made of the essence.

#9 Buyer's Responsibilities

Buyer shall perform the following:

1. Access to and storage at the installation sites. Buyer agrees that Seller shall have complete use of and unrestricted access to the installation site at all times scheduled for the work. Buyer further agrees to:
 - A. Remove all obstacles, waste of debris from the Site which may affect Seller's inability to install the Goods.
 - B. Accept delivery and provide access to the Site for storage of the Goods.
 - C. Provide all necessary lighting and electricity for Seller to install the Goods

D. Provide a safe working environment at the Site.

2. Disposal of Scrap. During installation , Buyer shall provide Seller with all necessary receptacles to dispose of remnants of scrap materials resulting from the installation of the Goods.

#10 Substitutions

Seller may substitute other or accessories of equal quantity and quality for the Goods, as long as extra cost will not be charged Buyer.

#11 Buyer's Default

If Buyer shall fail to make any payment due hereunder, or be insolvent or a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting Buyer's affairs or property, Seller may enter upon the Site where the Goods may be found and remove the same, without prejudice to any other remedies Seller may have Thereupon, Seller may sell the Goods so acquired upon commercially reasonable terms as Seller may elect and apply the proceeds thereof against the Buyer's obligations hereunder.

#12 Title

Title to the Goods shall pass to Buyer immediately upon payment in full other purchase price, and all associated costs and charges required hereunder.

#13 Waiver of Default

No modification, addition to or waiver of any right, obligation or default shall be effective unless in writing and signed by the party against whom the enforcement thereof is sought. One or more waivers of any right, obligation or default shall not be construed as waiver of any subsequent or other right, obligation or default.

#14 Warranties

Seller does not warrant products other than the Goods. Seller warrants that the Goods shall be free from defects in material and workmanship for the period provided by the manufacturer's warranty and will support the manufacturer's warranty for the Goods. Seller will, for a period of one year from date of delivery of the Goods to the Site or the date of Seller's installation of the Goods at the Site, whichever date is later, provide labor to repair defects in material and workmanship in the Goods or Seller's installation of the Goods as set forth in paragraph 15 below. Seller hereby assigns to Buyer all of its rights and interest in the warranties, if any, provided by the manufacturers of the Goods. In no event shall any express or implied warranty from Seller for the Goods exceed said one (1) year. Seller does not warrant the Goods from normal wear. Buyer acknowledges that use of the Goods shall be limited to that set forth in the specifications or instructions given in writing to the Buyer, including instructions in manufacturer's manuals given to Buyer.

If the Goods are negligently handled, misused, or not used in conformity with all annexed specifications and instructions, warranties shall not apply. There are no warranties which extend beyond the description on the face of this agreement.

#15 Service Fees and Charges

Seller only supports Goods it has sold to Buyer:

1. Time and Materials -- Except for warranty work addressed below or unless otherwise agreed in writing, all services provided by Seller to Buyer shall be charged on a "Time and Materials" basis as follows:
 - A. Time of Seller's personnel shall be charged at their then current hourly rates in increments of ¼ hour (15 minutes). If service is provided on-site, time is billed door to door (including travel).
 - B. Parts at MSRP (manufacturer's suggested retail price)
 - C. Out-of-Pocket expense (for example: lodging if overnight, airfare at cost plus 15% overhead fee, meals if overnight at \$45 per diem, mileage at \$.33 per automobile mile, \$.40 per van mile).
2. Warranty Work --Seller's service provided within the warranty period for products covered by Seller's warranty will be provided at Seller's repair facility in Highland Park, IL, without charge for the time of Seller's personnel. Parts will be provided at MSRP unless otherwise provided by manufacturer's warranty, which Seller will support. For service provided at locations other than Seller's facility in Highland Park, IL, Seller shall charge (as set forth in the immediately preceding section) for all travel time exceeding two hours total, for interruptions not within the Seller's control (for example: marina or boat yard requirements, others working in the same area at the site) and for all out-of-pocket expense (as defined above).

#16 Limitation of Remedies

The sole liability of Seller, under the warranties contained in paragraph 14, shall be the repair and replacement or parts, necessary adjustments, or other repairs required to maintain the Goods in proper working order. Seller shall not be held liable for any delay caused by circumstances beyond its control including, without limitation, labor problems, shortage of supplies or materials, unforeseen difficulties installing the Goods, and without limiting the foregoing, any other conditions which beyond the Seller's control.

#17 Security Interest

Buyer hereby grants to the Seller a security interest in the Goods and in the proceeds thereof, to secure payment of the purchase price. A copy of this Agreement may be filed by the Seller at any time as a financing statement in order to perfect Seller's security interest.

#18 Permit's and Licenses

Buyer shall pay for and secure all permits or licenses required by any state or local authority in connection with the performance of Seller's obligations hereunder.

#19 Additional Requirements

The specification and requirements of the Goods are based upon the applicable laws, regulations and ordinances in effect as of the date of this agreement. Seller assumes no responsibility whatsoever for any additional requirements imposed by such laws, regulations and ordinances subsequent to such date.

#20 Assignment

Buyer shall no right to assign the Goods or this agreement without Seller's express written consent, which may be given solely at Seller's discretion.

#21 Entire Agreement

This instrument constitutes the entire agreement between the parties hereto with regard to the subject matter hereto. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objections. No other representations, understanding, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. This agreement can only be modified in a writing signed by the parties or their duly authorized agents.

#22 Authority of Agents

No agent, employee or representative of either party has the authority to bind the parties to any affirmation, representation, or warranty concerning this agreement other than the terms contained herein. Any affirmation, representation or warranty not included in this agreement shall not be enforceable in any way. To Bind Seller, this agreement must be signed by one of its officers.

#23 Enforceability

If any provision of this agreement is invalidated or held unenforceable, it shall be considered deleted from this agreement and the remaining provisions shall continue in full force and effect. This agreement shall be governed by the laws of the State of Illinois. This agreement represents the entire agreement between the parties hereto and may not be modified unless in writing and duly executed by the parties hereto.

#24 Notice

Notices hereunder shall be in writing and shall be deemed to have been fully given and received when sent by certified or registered mail, return receipt requested, postage prepaid, and properly addressed to the respective parties at the addresses shown on page 1 here of, or at such addresses as the parties may later specify for such purpose.

#25 Payment of Expenses

If Seller is required to engage in any proceedings, legal or otherwise, to enforce its rights under this Agreement, Seller shall be entitled to recover from Buyer, in addition to any other such sums due, the reasonable attorney's fees, costs and necessary disbursements involved in said proceedings.

#26 Indemnification and Limited Covenant Not to Sue

Buyer shall hold Seller harmless and indemnify Seller against any and all debts, obligations, costs and damages, including attorney's fees, arising from any claims or causes of action, whether in law or equity or sounding in contract, tort or otherwise, which may be asserted against Seller by any person or entity not a party of this Agreement, resulting from the subsequent sale by the Buyer (including its agents and affiliates), reinstallation by the Buyer, its agents and affiliates, use, repair (other than by Seller), maintenance of (other than by Seller), or decision to purchase, the Goods described in Paragraph 1 hereof, provided, however, that this indemnity and hold harmless provision shall not apply to Seller's own act of negligence or willful misconduct in the initial installation of the Goods or in Seller's repair or replacement thereof. Buyer, its agents, employees, officers, heirs, executors, administrators and assigns, further agree not to prosecute, maintain or recover upon any rights, claims, demand, damages or causes of action that Buyer could assert against Seller, now or in the future, arising from the sale, installation, reinstallation, use, repair or maintenance of the goods or material described in Paragraph 1 hereof, except as specifically provided for in Paragraph 14 and Paragraph 15 hereof.

#27 Dispute Resolution

Jurisdiction and venue for the interpretation and enforcement of this Agreement shall be solely in the courts of the State of Illinois located in Lake County, IL.

#28 Change Orders

Any alteration or deviation from the above contractual specifications that involve extra cost will be executed only upon the parties entering into a written change order.

#29 Agreement Governs Over Proposal

The terms of Proposal of near or even date which itemizes the Goods, payment terms, and other matters are incorporated herein. In the event of an inconsistency between the Proposal and this Sales Agreement, The terms of this Sales Agreement Control.

Each Party must receive a copy of this signed agreement before work can be started.