

TG WORKS
MASTER INSTALLATION AGREEMENT

This agreement, established between _____, herein known as “client” and TG Works, herein known as “contractor,” on this ____ day of _____, 2010, is for the provision of installation services of audio visual, teleconferencing, control/automation or information and data/telecommunication systems at

_____ ,
scheduled to be performed from _____ to _____ or
until completion.

SERVICES

Services performed by the contractor shall include, but, by mutual agreement, not be limited to fabrication and cabling of rack mounted systems to client specifications, as detailed in system design drawings produced in AutoCAD, VidCAD, Vectorworks, Visio or other commonly accepted computer aided drafting program, using equipment provided by the client, unless otherwise specified under the terms of this agreement. The client recognizes that such system fabrication will be performed according to commonly accepted industry standards and best practice.

The contractor shall provide installation of any and all structured cabling associated with the permanent installation of such systems, and the termination and testing of structured cabling as specified by the client in the form of system and architectural drawings and cabling schedules, produced by means of above referenced computer aided drafting systems, and conforming to commonly accepted industry standards, using materials provided by the client, unless otherwise specified under the terms of this agreement. The client recognizes that such structured cabling will be performed according to commonly accepted industry standards and best practice, and will adhere to specifications of National Electrical Code pertaining to installation of low voltage cabling.

The contractor shall install mounting hardware associated with audio and video devices, projection screens and motorized ceiling lift equipment for such devices, except where such mounting will require structural modification. The contractor shall not perform the installation of any high voltage electrical devices or cabling. Such installation shall be performed by a company or individual holding the necessary licensing in the jurisdiction associated with the work location, and shall be installed in a manner consistent with applicable building and electrical code. The contractor shall not be held liable for damage, injury or loss resulting from the improper installation of such high voltage infrastructure. The contractor shall not install or modify conduit, drywall, flooring, roofing, glass, window treatments or structural elements of any kind.

The contractor shall provide system programming and software configuration including, but not limited to Crestron control system programming and custom touchpanel design, Extron device programming and configuration, Clearone/Gentner audio processing and dialing device configuration, Biamp audio processing configuration, Polycom Radian Manager and other teleconferencing software configuration, Tandberg Management Suite configuration, all associated testing and editing of programming, hardware and software configuration unless the client has on staff engineers or programmers certified by these manufacturers, in which case, the contractor agrees to load and test any and all such programs and configurations created by such certified programmer, and to submit results of testing to client programmer for editing or correction. The contractor agrees to ensure that all device firmware is updated to the latest available version at the time of installation.

The contractor and personnel under contractor's direct hire shall provide all hand tools, ladders, basic power tools, safety equipment and test equipment as are necessary to perform all tasks associated with the installation of the specified system. Use of tools and equipment provided by contractor shall be strictly limited to personnel under contractor's direct hire for the purpose of limiting contractor liability for damage, injury or loss associated with the use of such equipment.

Rental of any and all specialized tools, scaffolding and motorized lift equipment shall be the sole responsibility of the client, and the cost of any such rentals shall be included in the contractor's final invoice. The contractor agrees to adhere to prescribed safety procedures associated with use of all such equipment in accordance with manufacturer, renter, prime contractor and site policies.

ADDITIONAL SERVICES

In the absence of architectural or system drawings, diagrams or specifications, the contractor shall be available to survey the proposed installation site to determine any and all dimensions and electrical, HVAC or structural infrastructure that affect the system installation, and to obtain or produce architectural drawings providing sufficient information to facilitate system installation, and to offer recommendations for modification of infrastructure as necessary.

The contractor shall be available to provide system design intended to meet end user needs, and to provide recommendations for compatible equipment and accessories, and to produce system drawings and diagrams and wiring schedules conforming to commonly accepted industry standards and best practice as necessary.

The contractor shall be available to provide project management as necessary, including the coordination and supervision of onsite personnel, tracking of inventory, management of equipment and materials, periodic progress reporting and interface with end users and general/prime contractors as necessary.

TERMS AND CONDITIONS

The contractor shall provide general liability and worker's compensation insurance, and shall provide a certificate of insurance upon request. The client recognizes that such insurance will cover only such liability as is incurred as a direct result of damage, injury or loss caused by the actions of the contractor or personnel under direct hire by the contractor. The contractor shall not be held liable for damage, injury or loss resulting from the actions of any onsite personnel not under the contractor's direct hire. The contractor shall not be held liable for damage, injury or loss resulting from the unauthorized use of tools or equipment owned or rented by the contractor by any personnel not under the contractor's direct hire.

The contractor shall warranty all work performed for a period of 90 days after completion to include repair or replacement of any and all cabling, termination, programming or system configuration having a direct effect on the functionality of the system. The contractor will not be responsible for making any such changes not affecting system functionality or changes in modification of infrastructure, cabling or configuration that were accepted by signature of prime contractor or end user at the time of completion. Such changes in installation shall be billed at the agreed labor and material rate.

The contractor, depending upon the size and scope of the project shall provide a team chosen and hired directly consisting of at least four installers whose skills, experience and certifications are verified directly by the contractor, and that will include at least one such installer who has earned Certified Technology Specialist certification through the International Communication Industries Association within the past eight years, and reserves the right to require that installers under direct contractor hire or charged with specific tasks hold industry or manufacturer certifications or verified equivalent experience with specific equipment as might be relevant to the specific scope of work.

The client shall provide architectural and system drawings, diagrams and specifications, and shall specifically define the scope of work designated for completion by the contractor no less than seven calendar days prior to the proposed start date of the project, including the estimated duration of the project. If such information is unavailable, the client shall have the option to hire the contractor to provide recommendations and system designs, including drawings, diagrams and specifications, to obtain or produce architectural drawings containing information relevant to the project and to assume management of the project. If the client chooses not to take advantage of these services, and the required information pertaining to the project scope is unavailable by the specified time, the contractor reserves the right to refuse the project.

For projects requiring that installers under direct hire by the contractor travel farther than 40 miles from their place of residence for longer than two consecutive days, the client will be responsible to cover all expenses associated with travel and accommodation, and shall also be responsible to pay daily per diem expense commensurate with General Services Administration rate associated with the postal code of the work location. For such projects of two days or less in duration, the client will be responsible to cover travel

at the rate of \$.50 per mile to and from the work location. These expenses will be included in the final invoice.

Personnel under direct contractor hire will be billed at the rate of \$50 per labor hour for installers lacking ICIA CTS certification. Installers who have earned ICIA CTS certification within the past eight years will be billed at the rate of \$75 per labor hour. Labor hours in excess of 40 hours within a seven calendar day period performed by personnel under direct contractor hire will be billed at 1.5 times prevailing rate. Labor hours in excess of 55 hours within a seven calendar day period by personnel under direct contractor hire will be billed at 2 times prevailing rate.

Upon receipt of client proposal, the contractor shall provide an estimate of the time and resources required to complete the scope of work. This estimate will not be considered to be a flat final rate for the entire scope of work. The client shall provide advance payment of 50% of the estimated amount no less than seven calendar days prior to the proposed start date of the project. The contractor reserves the right to cancel the contract if such payment is not received by the specified time.

The remaining amount, including all expenses associated with travel, accommodation, per diem and rentals will be invoiced upon completion, and will be due for total payment no more than 30 calendar days after client's receipt of invoice. Any amount remaining unpaid beyond 30 calendar days from receipt of invoice will be assessed a late fee of 5% of the amount due, to be compounded for every period of 30 calendar days it remains unpaid. Any amount remaining unpaid after 90 calendar days after receipt of invoice will be referred for collection through Dun & Bradstreet, and the client will be responsible for all late fees as specified and fees associated with collection.

Both parties undersigned recognize that terms specified in this agreement shall be legal and binding, and that any deviation from such terms shall be by mutual written agreement and be included as an addendum to this agreement.

Client representative (print)

Contractor representative (print)

Title

Title

Client representative (sign)

Contractor representative (sign)

Date

Date

Notary:

**ADDENDUM
SCOPE OF WORK**

Client

Date

Contractor

Date