



*Rock Solid Design,
Best In Class Service...
We Make Your Business, Our Business...*

Terms and Conditions

Contract Terms:	Client Agrees:	Client understands that hardware and/or system components may be custom configured and may not be able to be cancelled within five(5) business days of issuing a firm order to Collective Infrastructure Technology, Inc. Should the order be cancelled by the Client within 3 business days, the Client shall assume full responsibility for restocking fees and associated shipping costs.
Proposal Expiration:	Client Agrees:	This quote is valid for thirty (30) calendar days from the "Proposal Date" or "Revised Proposal Date" located atop page 1 of this agreement.
Payment Terms:	Client Agrees:	Sixty percent (60%) deposit upon contract signing to secure an installation start date for the Project. Balance of payment, plus any requested and approved "Change Orders", is due upon project completion.
Customary Travel & Accommodations:	Client Agrees:	The Client assumes responsibility for the reimbursement of travel, meals and accommodations directly associated with the project. CIT will invoice the Client separately with a copy of all receipts. <i>NOTE: Charges are only applicable for travel outside the 5 boroughs of New York City.</i>

TERMS & CONDITIONS:

1. Indemnification: Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its affiliates, and each of their respective partners, officers, directors, employees and consultants from and against any and all third party damages, claims, liabilities, judgments, actions, lawsuits, executions, costs (including reasonable attorneys' fees and costs and expenses of legal actions) and expenses arising out of the Indemnifying Party's performance, or any breach by the Indemnifying Party, of this Agreement or arising out of the negligent act or omission or the Indemnifying Party.
2. Notices: Any notices pursuant to this Agreement shall be validly given or served if in writing and sent by registered or certified mail, postage prepaid, to the Client and vendor addresses, or to such other addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective on the date set forth on the receipt of registered or certified mail or, if earlier, three days after mailing.
3. Independent Contractor: In the performance of this Agreement, CIT will act solely as an independent contractor. Nothing in this Agreement shall be construed or implied to create a relationship of, partnership, affiliates, joint employers, or joint venturers. Neither party shall have the power or authority to act for the other in any manner or to create obligations or debts, which would be binding on the other. Neither party shall be responsible for any obligation of the other or be responsible for any act or omission of the other or any employee of the other.
4. Waiver: The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

5. Binding Effect and Assignment: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, representatives and assigns. Neither party shall have the right to assign this Agreement without the consent of the other party which consent shall not be unreasonably withheld.

6. Choice of Law: This Agreement has been made in and its validity, performance and effect shall be determined in accordance with the internal laws of the state of New York without reference to its conflicts of law provisions.

7. Headings, Exhibits: The headings of paragraphs in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All schedules, exhibits or attachments referred to herein shall be incorporated in and constitute a part of this Agreement.

8. Integration: This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the parties with respect to the subject matter; it may not be altered or amended except by an agreement in writing signed by both parties.

9. Severability: If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity of unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

10. Arbitration: Any controversy or claim ("claim"), whether based on contract, tort, statute or other legal or equitable theory (including but not limited to any claim fraud, misrepresentation or fraudulent inducement or any question of validity or effect of this agreement including this clause) arising out of or related to this Agreement (including any amendments or extensions), or the breach or termination thereof shall be resolved by arbitration in accordance with the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes, and this provision. The claiming party may seek injunctive relief and/or damages. Arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16 and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. The venue for any suit or arbitration shall be New York County, New York. In the event of arbitration, there shall be one arbitrator, and the arbitrator shall determine the claims of the parties and render a final award in accordance with the substantive law of the State of New York, excluding the conflicts provisions of such law. The arbitrator shall set forth the reasons for the award in writing.

11. Force Majeure: Neither party will be liable to the other for any default or delay caused, directly or indirectly, by any act of God, act of any government, act of a third party (including suppliers, programmers, and networks), inclement weather, failure of satellite or terrestrial transmission facilities or other interruption in communications or utility service, inability to obtain permits, approvals, or governmental authorizations, civil disturbances, labor disputes, or any other similar or dissimilar event, circumstance or cause beyond the party's reasonable control.