

Main Street Electric Company
60 Main Street Reisterstown, Maryland 21136-1210
410-833-4233 1-800-274-PLUG

CONTRACT

Agreement made and entered into this _____ day of _____, 20____
by and between MAIN STREET ELECTRIC COMPANY, corporation in the State of Maryland with its principal office located at 60 Main Street Reisterstown, Maryland 21136-1210, telephone number 410-833-4233, State Electrical License #3994, herein referred to as "Contractor", and
Name/Company _____
Owner/Agent _____
Address _____
Phone. _____
herein referred to as "Owner".

1. ESTIMATE OF MATERIALS AND SERVICES

The Contractor hereby proposes to furnish all the materials and perform all the services necessary for the completion of the ATTACHED QUOTE # _____, with the cost of the quote to be \$ _____.

The above contract applies to regular business hours from 8:00 A.M. through 5:30 P.M. Monday through Friday. All other hours shall be billed at EMERGENCY SERVICE RATE of double the applicable hourly rate. There will be no EMERGENCY SERVICE RATE charged if work is started before 5:30 P.M. If labor passes the 5:30 P.M. hour the remaining time will be billed as Emergency Service. When charging an hourly rate, including extra work if necessary or on "time and materials" jobs, the Contractor will bill the Owner for only actual hours worked on behalf of the Owner. The Contractor, and not the Owner, shall determine the number of hours worked and the scope of work under this Agreement.

2. PAYMENTS

Bid work – The Owner shall pay a deposit for "bid" work (and not "time & materials" work) to the Contractor immediately upon the signing of this Contract in the amount of _____ percent (_____ %) of the quoted prices, with the entire remaining balance on this agreement to be paid by the Owner immediately upon completion of all work, or as amended by the payment schedule supplied with this contract.

All payments made by charges, Visa or Master Card, will be C.O.D. and billed immediately. Whenever a credit card is to be used for a guarantee of payment, an authorization only will be taken until the cash payment is made. At that time the authorization will be removed with no charge for processing. If the original payment is not made, then the authorization will be activated to the credit card and billed accordingly as stated above.

Credit Card Guarantee: If using a credit card for guarantee of cash payments I fail to make any payment under this Contract within fifteen (15) days after its due date during the effective period of either of the credit cards identified above, I hereby authorize the issuer of such credit card to pay the total amount of such payment. Included are any previous unpaid balances contained therein. Upon proper presentation, I promise to pay such total amount (together with any other charges due thereon) subject to and in accordance with the agreement covering the use of such credit card. If using a credit card as a guaranty of payment only, I understand that no payments will be charged to either of my credit cards unless I am in default for failure to make cash payment within fifteen (15) days after the due date. Cash payments tendered within thirty (30) days after the completion of all work shall be considered interest free, i.e., no interest shall be due to the Contractor if the Owner fully pays all obligations on this Contract within 30 days after the completion of all work.

The Owner understands and agrees that if any amount due under this contract is not paid within 30 days of the completion of all work, then interest accrues on the entire unpaid amount at the rate of 1.5 percent monthly (18% per annum) calculated on a daily basis, beginning on the first day after the Contractor completes all work.

3. OWNER'S DEFAULT AND CONTRACTOR'S REMEDIES

If the Owner defaults in the performance of any term in this agreement, the Contractor may, without resort to legal process, peacefully re-enter the Owner's property and remove any or all of the Contractor's equipment and any materials not already affixed to the Owner's property.

If an unreasonable amount of time has expired subsequent to the completion of work under this contract and the Owner has not fully paid the Owner's arrearage on this contract, then the Contractor may file documents in an appropriate court to have a mechanic's lien placed on the Owner's property. If the Contractor elects not to place a mechanic's lien on the Owner's property, then the Contractor fully reserves every right to pursue collection. If sixty (60) days lapse subsequent to the completion of work under this contract and the Owner has not fully paid the Owner's arrearage under this contract, then the Contractor will file documents in a court of competent jurisdiction in the State of Maryland to collect all outstanding sums.

If the Contractor seeks to collect sums due and owing from the Owner in any court, then the Owner agrees to pay all reasonable costs of collection. Said costs of collection include, but are not limited to, reasonable attorney's fees in the amount of TWENTY-FIVE PERCENT (25%) of the principle and interest awarded by a court, as well as all COURT COSTS.

4. RETURNED CHECKS AND OTHER NEGOTIABLE INSTRUMENTS

If, after presentment, a bank or other financial institution returns any check or other negotiable instrument given to the Contractor for the benefit of the Owner's account due to insufficient funds or for any other reason, then the Contractor shall charge the Owner a returned check fee of FIFTY DOLLARS (\$50.00) for each such returned check or negotiable instrument.

5. ARBITRATION OF DISPUTES

Any controversy, claim, or dispute, between the parties, directly or indirectly, concerning this Contract or breach hereof, or the subject matter hereof, shall be settled by arbitration in the State of Maryland in accordance with the governing rules of the American Arbitration Association.

6. FORCE MAJEURE

The Contractor shall not be deemed to have defaulted or failed to perform hereunder if the Contractor's inability to perform or default shall have been caused by an event or events beyond the control and without the fault of the Contractor, including, but not limited to, acts of God, acts of nature, acts of government, acts of public enemies, embargoes, fire, flood, explosions, lightning, strong winds, storm, labor disputes, strikes, vandalism, civil riots, commotions, or the inability to procure necessary raw materials, supplies, or equipment - or the inability or failure to complete work on this Contract due to the fault, or omission of the Owner or any other contractor whatsoever. The Owner agrees to provide insurance and indemnify the Contractor in the event of damage caused to the Contractor's property by acts of God on Owner's property and any negligence or omissions on the part of the Owner.

7. SPECIAL ORDERS

If the Owner specially orders any material not already part of the Contractor's actual inventory, then the Owner agrees to accept delivery of such materials and pay the entire price charged by the Contractor thereof, regardless if the Owner subsequently decides not to have such specially ordered materials installed.

8. CONTRACTOR'S DEFAULT AND OWNER'S REMEDIES

If the Contractor breaches or defaults on this Agreement, then the Owner's damages shall be limited to the cost of repair and/or replacement of only those materials not already installed as of the date of the breach or labor proven to be defective, as well as for the cost of commercially reasonable service charges to effectuate such repairs and/or replacements. The Owner grants the Contractor the right to repair or remedy any improper installation prior to seeking the services of any other contractor.

9. REPAIR OF OWNER'S PROPERTY

The Owner recognizes that the Contractor may be compelled to cut, drill, or otherwise bore through building surfaces to perform the work under this Contract. If the Contractor must make a hole or other similar gap in any building structure, then the Contractor agrees to provide only a rough patch in building surfaces to try to maintain continuity of fire protection. The Owner, and not the Contractor, is fully responsible for all finishing work to be done on said patch. The Contractor shall perform work under this Contract in compliance with the applicable city, county, or local electrical codes. The Contractor shall make reasonable efforts to satisfy the Owner's aesthetic concerns, although the Owner understands that the Contractor cannot violate any applicable code while performing under this Contract. The Owner agrees not to withhold payment and further agrees not to make merely a partial payment on this contract if the Owner is not satisfied with the appearance of the work performed.

10. LIMITED WARRANTY ON SERVICE

The Contractor warrants that the labor to install equipment and materials covered by this Contract shall be free from defects for a period of one (1) year from the date of installation and the warranty on labor will be performed at no cost only if it fails or otherwise proves to be defective within this period. This warranty applies only if the equipment and material are used for their intended purposes and with normal use. If any such defects in installation appear within the stated time, the Contractor shall repair such defective labor if an inspection by the Contractor proves the claim. If the Owner determines that any service offered by the Contractor is defective, then Owner shall notify the Contractor in writing within twenty (20) days of discovery of any suspected problems. If the Owner fails to notify the Contractor in the manner stated above, then the Contractor is not liable under this warranty. Defects in any equipment or material shall be covered solely by the manufacturer's warranty, if any, and not by the Contractor.

LIMITATIONS ON THE CONTRACTOR'S WARRANTY:

The labor to install the following materials are excluded from the coverage of the warranty aforementioned: (1) filament light bulbs, including, but not limited to, incandescent, high pressure sodium, low pressure sodium, metal halide, quartz halogen, mercury vapor and the like; (2) any fluorescent tube of any kind; (3) non-filament light bulbs or tubes of any nature or manufacture; (4) non-renewable fusible elements, including, but not limited to, cartridge fuses, glass fuses, ceramic fuses, and the like. Although the foregoing list of exclusions lists particular examples of materials, said list is not exhaustive. Materials provided or supplied by the Owner are fully excluded from the coverage of this warranty, and similarly the Contractor makes no warranty whatsoever as to the service or installation of any materials provided or supplied by the Owner. The Contractor's warranty stated herein is not transferable to any person or entity.

If signing on behalf of an entity, I represent that I am a duly authorized representative of the entity shown under "Company Name-above; and I have submitted this application in the capacity indicated as my "Title" below. If I am representing a corporation, I acknowledge that the execution of the document has been authorized by all necessary corporate action, guaranty, jointly and severally. The prompt full payment of all sums now or hereinafter due from the entity shown above must be paid or you may proceed directly against me without the need to proceed first against the above referenced entity if it fails to pay.

IN MY INDIVIDUAL CAPACITY AND ON BEHALF OF THE ENTITY I REPRESENT, IF ANY, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS DOCUMENT AND I AGREE TO BE BOUND THEREBY.

THE FOREGOING WARRANTY AND THE OBLIGATIONS OF THE CONTRACTOR ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE).

For Main Street Electric Company Inc.

Accepted by:

Owner/Agent Title Date

Co Owner/Agent Title Date