



Babylon Gardenscapes

...creating a living wonder for your home
5055 Lindell Rd., #1123, Las Vegas, NV 89118---(415)-939-8920

SERVICES AGREEMENT: TERMS & CONDITIONS OF SERVICE

SCOPE OF PROJECT. In consideration of payment of the Project Fee by Client, BGS agrees to perform the services described in this Agreement as set forth in the attached Statement of Work (the "Project"). Unless otherwise specified in the Statement of Work, BGS will hire subcontractors to acquire all labor and materials necessary to complete the Project.

PROJECT CHANGE ORDERS. Any changes to the Statement of Work that involve additional cost for materials and/or labor will be executed only upon a written Project Change Order. Additions to the Statement of Work requiring a written Project Change Order include changes requested by Client, changes due to hidden conditions uncovered during the course of work by BGS, and changes required by applicable local authorities. Client will discuss changes only with Edward Dykes, and not any other person who may be performing work on the Project.

PROJECT FEE AND PAYMENT. The Project Fee, payable in installments to BGS under this Agreement, is set forth in the attached Payment Schedule. The Payment Schedule will be amended in the event of Project Change Orders. Client will pay to BGS the amount due within 5 days after receipt of verbal or written notice from BGS of completion of a given Project Milestone under the Payment Schedule. If payment is not received within 5 business days after its due date, BGS may cease work until payment is received. If payment is not received within 10 business days, BGS may terminate this Agreement. Late payments are subject to a late fee of 18% (or the maximum percentage allowed by law).

PERFORMANCE BY BGS. BGS warrants that it will perform its services in a good and workmanlike manner. BGS will normally perform its services between the hours of **8 am and 7 p.m.**, Monday through Saturday (unless otherwise agreed to with Client, or restricted by local ordinance). BGS will use its commercially reasonable efforts to complete the Project by the Estimated Completion Date set forth in the Statement of Work, assuming no Project Change Orders or other unforeseen factors that may cause a Project delay. In no event shall BGS incur any liability for delays caused by Project Change Orders, delay in Client decision, inclement weather, hidden conditions, lack of site access, and any other conditions that are beyond BGS' control. BGS will use standard or better quality materials, based on local availability. All materials included in this Agreement are sold and installed subject to the manufacturer's guarantees and warranties, and not that of BGS. BGS is not a licensed general contractor, architect, engineer, plumber or electrician, and Client is not relying on BGS as such. Except as specifically set forth in this Agreement, BGS makes no other representations or warranties, and BGS specifically disclaims all other warranties, express or implied, with respect to any services rendered under the Statement of Work, or to any materials included under this Agreement. In no event shall BGS be liable to Client for direct damages in excess of the Project Fee paid to BGS, or be liable to Client for any indirect, consequential, incidental or punitive damages.

OBLIGATIONS OF CLIENT. Client shall pay all Project Fee installments on a timely basis as set forth above. Client shall ensure that BGS has full and unobstructed access to the Project Location. Client shall provide at Client's cost, all necessary electricity, water and other utilities required in the normal course of work by BGS. Client shall provide to BGS and its workers access to and use of toilet facilities at the Project Location, or shall agree to pay for portable facilities under the Statement of Work. Client agrees to promptly provide to BGS details and decisions with respect to any changes that Client may be considering in order not to delay the progress of the Project.

TERMINATION. Upon completion of the Statement of Work, and receipt of full payment of the Project Fee by BGS, this Agreement shall terminate. Client may terminate this Agreement upon giving BGS 10-days advance written notice: (i) at any time, provided that the notice is accompanied by payment of the full Project Fee to BGS; or (ii) if BGS ceases work for more than 10 business days without just cause provided that the notice is accompanied by payment for all work done prior to termination. BGS may terminate this Agreement upon giving Client 10-days advance written notice: (i) if Client fails to make any installment payment pursuant to the Payment Schedule; or (ii) if Client requests changes to the Project that materially alters the Statement of Work that cannot be accommodated by BGS; or (iii) if Client breaches any of its material obligations under this Agreement; or (iv) if the Statement of Work is materially altered due to discovery of hidden conditions, including uncovering hazardous materials, utility lines, etc. Upon termination notice by BGS to Client under this provision, Client shall pay to BGS the full amount of the Project Fee, or in the case of clause (iv) in the preceding sentence, the amount for work done prior to termination. Notwithstanding any termination of this Agreement, the provisions relating to warranty disclaimers and limitations of liability shall survive.

OTHER PROVISIONS. This Agreement shall be governed by the law of Nevada. Any dispute or claim arising out of or related to this Agreement in an amount less than \$5,000 shall be resolved in the Small Claims Court of Las Vega. For disputes or claims involving amounts in excess of the Small Claims Court limit, Client and BGS agree to resolve such by binding arbitration administered by the American Arbitration Association of Las Vegas. The prevailing party shall be entitled to reasonable attorney's fees.

Client Initials: