

## Contract for Services

This agreement is entered into by and between the above-named parties, hereinafter referred to as "Owner" and "Collins Communications, Inc." ("Collins Communications"), and Collins Communications agrees to perform the following described services:

**Recluse Elementary School – Intercom System Replacement:**

**Parts and labor to replace the existing Intercom System at Recluse Elementary.**

**Contract Price.** Owner agrees to pay Collins Communications for the work described above a total price of **\$74,430.44**. If paying for work by the hour, plus materials, Owner agrees to pay Collins Communications based upon the following rate and materials schedule attached hereto, which rate and materials schedule is adopted herein by this reference.

1. **Payment/Default:** After the service is completed, Collins Communications will submit an invoice to Owner. Owner agrees to pay cash in full within 30 days of the invoice date. Owner further agrees that any amounts owed by Owner to Collins Communications after 30 days of the invoice date will be charged 18% annual percentage rate of interest. After 90 days from the invoice date, the past due account will be turned over for collection. If the account is turned over for collection, Owner shall reimburse Collins Communications for its costs of collection, including any attorney's fees incurred by Collins Communications, whether the debt is prosecuted in court or not.
2. **LIEN NOTICE:** OWNER UNDERSTANDS THAT Collins Communications HAS THE RIGHT TO FILE A LIEN AGAINST OWNER'S PROPERTY IN THE EVENT OF NON-PAYMENT. Collins Communications PROVIDES THE FOLLOWING STATUTORY NOTICE TO OWNER REGARDING LIENS, AND OWNER AGREES THAT SAID NOTICE COMPLIES WITH Collins Communications' OBLIGATION TO PROVIDE NOTICE UNDER WYOMING STATUTES §29-2-110. FAILURE OF A PRIME CONTRACTOR OR SUBCONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN AGAINST THE PROPERTY PURSUANT TO WYOMING STATUTES §29-2-101 THROUGH 29-2-111. TO AVOID THIS RESULT, WHEN PAYING FOR LABOR AND MATERIALS YOU MAY ASK THIS PRIME CONTRACTOR OR SUBCONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.
3. **Lien Release.** Upon receipt of payment in full, and upon request of Owner, Collins Communications will execute and deliver to Owner a lien release thereby waiving its right to assert a lien against owner's property for lack of payment.
4. **Express Limited Warranty. PRODUCTS:** Collins Communications IS NOT A MANUFACTURER AND OFFERS NO WARRANTY ON PRODUCTS IT SELLS TO OWNER OR USED ON OWNER'S JOB. OWNER'S RECOURSE, IF ANY THERE BE, FOR ANY PROBLEM WITH A PRODUCT LIES SOLELY WITH THE MANUFACTURER OF THE PRODUCT. **WORKMANSHIP:** Collins Communications WARRANTS ITS WORKMANSHIP TO BE WITHIN SPECIFICATIONS OR THE APPLICABLE CODE FOR 30 DAYS FROM THE DATE SERVICES ARE RENDERED. OTHER THAN WARRANTY OF WORKMANSHIP, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE GIVEN, INCLUDING FITNESS FOR A PARTICULAR PURPOSE. IF A WARRANTY PROBLEM REGARDING WORKMANSHIP OCCURS, THE OWNER SHALL GIVE Collins Communications WRITTEN NOTICE OF THE PROBLEM PRIOR TO THE EXPIRATION OF THE WARRANTY DATE. OWNER'S REMEDIES UNDER THIS WARRANTY ARE SPECIFICALLY LIMITED TO Collins Communications RETURNING AND FIXING THE WARRANTY PROBLEM AT NO COST TO OWNER.

Document has been accepted and agreed to by:

Collins Communications, Inc.

By: \_\_\_\_\_

Company: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

Date: \_\_\_\_\_

