

INDEPENDENT CONTRACTOR SERVICE AGREEMENT

This Agreement is entered effective on this _____ of _____, 20____, between **Satellite Pros LLC, in Owosso, MI** and the undersigned independent contractor,

_____.

Company is engaged in the business of installing satellite antennas, cabling and other electronic devices utilized primarily for satellite signal reception, including, without limitation reception of satellite television broadcasts, together with such other activities as Company may elect (from time to time); in which to engage and all activities incident thereto (collectively the “**Business Activities**”). Company typically (though not exclusively) is referred business by retailers (“**Retailers**”) who dell to third parties certain television and the programming, entertainment services, information and Internet access, and Company engages in the Business Activities (as more particularly described below). Company is will to engage Contractor to perform such services only on, in accordance with and subject to the terms of this Agreement.

NOW, THEREFORE, in the consideration of the mutual representations, convenience and promises contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **WORK:** During the Term Contractor will provide the services in the manner and as requested, from time to time, by Company, including installing satellite antennas, cabling and other electronic devices, as well as the work described on Exhibit A to this Agreement (the “Work”). Contractor shall furnish a truck (van), all labor, tools equipment, transportation, and essential material necessary to complete the Work. Time is of the essence in Contractor performance of the Work. During the Term Contractor shall provide Company with an advance schedule of Contractor’s availability to render services and must be available to render services to Company during the times indicated on such schedule. Such schedule must be provided no less than seven (7) days in advance and Contractor fails to provide a schedule, the previous schedule shall be deemed to continue. Except for the foregoing limitations, contractor shall at all times be free to set his/her schedule.

2. **WORK ASSIGNMENTS:** To the extent that Company elects, in its sole discretion and at its sole opinion/option to engage Contractor to perform Work (an “Assignment”), Company shall provide Contractor with such information it deems reasonably necessary for Contractor to perform the Work, including, by way of example and without limitation, a work order describing the location at which to perform the Work, contact information, the type of work to be performed, and the time by when the Work is to be completed. Contractor may not decline any work assignments except as provided on Contractor’s advance written schedule. Once Contractor has accepted an Assignment, Contractor shall timely and correctly complete such Work pursuant to the terms and conditions of the Agreement.

3. **PERFORMANCE:** Without limiting Contractor’s obligations to comply with the terms and conditions of this Agreement, the manner and means of performing an Assignment, including technique, sequence, procedures, selection and assignment of contractors, shall be subject to Contractor’s exclusive discretion, supervision, and control. Contractor remains fully responsible for the proper and timely completion of the Assignment of Work. Contractor is responsible for the payment of any expenses incurred by Contractor in completing all Assignments, including, without limitation, wages, taxes, worker’s compensation, unemployment, fringe benefits, and any other matters associated with employees of Contractor, fuel, and other cost. Company shall only be required to pay to Contractor the payment (as set forth below) and shall not be required to reimburse or pay Contractor, from time to time, including, without limitation, those concerning appearance, demeanor and performance of the Work. Contractor may employ others to assist Contractor in completing an Assignment and performing the Work, and, in such case those persons shall also comply with the rules and specifications of the Company.

Signature of subcontractor

initial

date

4. **QUALIFICATIONS:** Contractor represents and warrants that Contractor has the experience, expertise, resources, intent, and ability to fully and properly perform Contractor's obligations hereunder and Contractor is familiar with the applicable specifications and industry standards for performing the Work. Contractor will use Contractor's best efforts to promptly and properly perform all of Contractor's obligations hereunder. If Contractor elects to hire employee(s) and/or subcontractors, it shall: (a) take **all** measures to ensure such person(s) meet the criteria established from time to time by Company concerning qualifications and standards; including, without limitation, criminal history, and performance background checks; and (b) shall notify Company of the results of same, and upon request of Company documentation of such.
5. **PAYMENT:** Company will pay Contractor for timely completed Work in accordance with the compensations schedule applicable to the work and in effect at the time that the work is completed by the Contractor. Contractor shall not be entitled to payment, compensation and/or other amounts from Company other than as specifically set forth in this section. A copy of the current compensation schedule is attached hereto as Exhibit "B". **The payment schedule may be changed from time to time by Company as its discretion on no less than seven (7) days advance notice to Contractor. Payments to Contractor are made periodically, based on the Work completed during such time period.** Without limiting the foregoing, generally, Company will pay Contractor weekly. Contractor acknowledges that he/she or it may realize a profit or suffer a loss in connection with any Assignment or the Work and Company does **not** guarantee a profit to Contractor. **All amounts due to Contractor from Company are subject to the setoff provisions and retainer set forth elsewhere in the Agreement.** Contractor will comply with all **if** Company policies and procedures regarding the reporting of completed work and will complete (or have Company's customer complete) all forms or other documents relating to the work completed. Contractor will accurately represent the work completed and will accurately classify the work completed by the proper work code. If Contractor fails to supply appropriate paperwork to Company, Contractor will be subjected to deductions accordance in Exhibit "B".
6. **TERM and TERMINATION:**
- 6.1 The initial terms of this Agreement will commence on the date hereof and, unless otherwise terminate, will end on the date that is one (1) year from date of this Agreement.
- 6.2 **Renewal.** Unless otherwise terminated, this Agreement shall automatically renew for successive one-year periods on each anniversary of the date first set forth above.
- 6.3 **Termination.** This Agreement may be terminated by either party without cause on no less than thirty (30) day's written notice to the other party; provided that, during such thirty (30) day period, Contractor shall be available to render services for Company for no less than the average number of hours Contractor was available **for the six (6) period** immediately prior to the date of the notice. This Agreement may be terminated by Company for cause immediately without notice. Termination of the Agreement shall not affect any ongoing obligations pursuant to this Agreement, including the obligation to remedy work pursuant to the Warranty. **If Company terminates this Agreement of just cause, Company will be holding last Contractor's pay for a period for no more and no less than ninety (90) days from the date of termination.**
- 6.4 **Return of Equipment:** Contractor acknowledge and agree that Company will provide Contractor with equipment and, in some instances, tools (see section 11, below), that must be returned to or purchased from Company immediately, upon termination or cost of equipment/tools will be deducted from Contractor's pay upon termination. Many items of such equipment will have been provided to Company by Retailers and will remain the property of such Retailers. Contractor acknowledges that his/her failure to return such equipment will constitute a conversion, the possible criminal penalties will apply for such failure, and that Company will suffer damages as a result of such failure. Contractor agrees that upon his/her failure to return equipment or tools, Company is entitled to the full retailer value of same.

Signature of subcontractor

initial

date

6.5 Liquidated Damages for Insufficient Notice: The parties agree that without the number of days notice from Contractor required by section 6.3 Company will suffer damages/losses, the amount and nature of which may be difficult to determine. Therefore, for each day less than the number of days notice required by section 6.3 given by Contractor, **Company shall be entitled to liquidated damages in the amount of one hundred dollars (\$100.00) (per day);** which, the parties agree represents the parties best estimate of the nature and extent of such damages.

7. **INDEPENDENT CONTRACTOR/ NO AGENCY/ INSURANCE:** Contractor will perform the work as an independent contractor of Company and this agreement will not be construed to create a partnership, joint venture or engagement relationship between Contractor and Company /contractor will not be entitled to worker's compensation, unemployment, retirement, insurance or other benefits that may, upon occasion, be afforded to Contractor of Company. Contractor shall have no authority to (and shall not seek to) create any obligations on the part of the Company and further agree that the Contractor is in no way Company's agent. The Contractor represents and warrants to Company that: (a) it maintains its own business with its own trucks (vans) and all equipment and tools necessary to perform the Work; (b) it holds or has applied for a federal Company identification number, unless such number is not required; and (c) it has continuing or reoccurring business liabilities or obligations (e.g. truck payments, truck repairs, etc.). Contractor shall either obtain its own worker's compensation coverage or shall file for a certificate of exemption from worker's compensation pursuant to <state law>.
8. **COMPLIANCE with LAWS:** Contractor will: (a) comply withal federal, state and local laws, ordinances, regulations and orders with respect to its performance of the work; (b) pay all applicable filing and licensure fees required to be maintained by Contractor by the applicable governmental authorities; and (c) pay all federal, state and local taxes (collectively "Taxes") applicable to Contractor's business and income, and the compensation paid hereunder, including, if applicable, self-engagement and withholding taxes, as and when same shall become due and reasonably request to evidence Contractor's continuing compliance with this section. Contractor acknowledges and understands that the compensation is based on the economic and contractual terms of this Agreement and that Company is neither paying nor accruing any engagement-related taxes with respect to Contractor because Contractor is not a Contractor of Company. Contractor accepts sole responsibilities for the payment and/or accrual and reporting of, and agrees to timely pay, all engagement – related taxes.
9. **INDEMNIFICATION/RELEASE:** All Work performed by the Contractor pursuant to this Agreement, including any preparation to perform the work, shall be at the sole risk of Contractor. Contractor shall hold Company and its agents, officers, directors, shareholders, contractors, attorneys, affiliated companies, successors and assigns harmless from any and all damages, fines, obligations, losses, liabilities and expenses (including reasonable attorney's fees and court costs, whether suit is initiated or not and, if initiated, including any appellate processing and post-judgment collection proceedings) arising from or suffered by Company as a result of: (a) Contractor's breach of this Agreement, including, without limitation, the failure of Contractor to pay any taxes; (b) the action(s) or inaction(s) of Contractor, or its Contractors, agents, subcontractors or others, including, without limitation, the use by any of the foregoing of equipment owned by Company; and (c) any of the foregoing arising out of Work or Assignment(s) performed by or for Contractor. Company may, from time to time, at its sole election and option, as a convenience, allow Contractor to utilize equipment owned by Company including, without limitation, ladders, vehicles, and special tools or other equipment (collectively "Company Equipment"). Contractor acknowledges and agrees that: (1) it is using the Company Equipment at its own risk; (2) it is qualified to operate the Company Equipment; and (3) it will, at all times prior to using the Company Equipment, inspect it to determine that the condition and operation of the Company Equipment is normal.

Signature of subcontractor

initial

date

CONTRACTOR, ON BEHALF OF ITSELF, ITS AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, CONTRACTORS, ATTORNEYS, AFFILIATED COMPANIES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERELY, (COLLECTIVELY REFERRED TO AS THE "CONTRACTOR PARTIES"), AS A MATERIAL INDUCEMENT FOR THE ENTRY OF THIS AGREEMENT BY COMPANY, DO HEREBY FULLY REMISE, RELEASE, ACQUIT AND FOREVER DISCHARGE THE COMPANY INDEMNIFIED PARTIES OF AND FROM ANY AND ALL OBLIGATIONS, RIGHTS, CLAIMS, DEMANDS, DAMAGES, LIABILITIES, INDEMNIFICATION, ACTIONS AND CAUSES OF ACTION, SUITS, DEBTS, SUMS OF MONEY, ACCOUNTS, POLICIES, COVENANTS, CONTRACTS, AGREEMENTS, CONTROVERSIES OR PROMISES OF ANY NATURE WHATSOEVER, WHETHER ARISING AT LAW IN EQUITY, WHETHER KNOWN OR UNKNOWN, WHICH THE CONTRACTOR PARTIES HAD, NOW HAS, OR MAY HEREAFTER HAVE AGAINST THE CONTRACTOR PARTIES, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RELATING TO THIS AGREEMENT, THE COMPANY EQUIPMENT, ON OR MORE ASSIGNMENTS OR THE WORK, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS INVOLVING OR RELATING TO PERSONAL INJURY OR PROPERTY DAMAGE. Company's provision of Company Equipment is within their sole discretion and does not, in any way, modify the requirement that Contractor provide its own equipment.

10. **COMPANY CLIENTS, RESTRICTIVE COVENANT, CUSTOMERS AND ACCOUNT INVOICES:** The relationship between Company and its clients, customers, and account shall, at all times, remain the sole and **exclusive** property of Company. Contractor acknowledges that Contractor has no vested right in any Company's sales, revenues, programs, territories, or clients and customers, and Contractor's sole consideration for his/her or its obligations hereunder is the compensation specified in this Agreement. For so long as this Agreement remains in effect and for a period of two (1) years after that time, Contractor shall not solicit or accept business from any clients or customers of Company. Contractor acknowledges and agrees that Company is entitled to invoice a third party for the work.
11. Performed by Contractor and is further entitled to receive all monies due from such party for the work performed by Contractor. Contractor agrees not to invoice, receive, or otherwise seek to collect monies from any other person (including, without limitation, the Company's customers) for the Work or for any other reason. Contractor also agrees that Contractor will at no time put any sort of Contractor Lien on a customer's home, on Company or Company's clients nor Company's client's vendor (retailer). If Contractor fails to uphold this Agreement at any point in time, then Contractor can be held in contempt of breaching this Agreement and Company, at their sole discretion, will decide what action to be taken.
12. **COMPANY PROPERTY:** Contractor understands, acknowledges, and agrees that all materials, specification books, equipment, or tools which may be borrowed and any other property which is the property of Company shall remain the exclusive property of Company and they have and retain all rights with respect thereto.
13. **SEVERABILITY:** The parties agree that if a court of competent jurisdiction determines that any provision of this Agreement is too broad or extensive to permit enforcement to its full extent, then it is the intent of the parties that any such provision shall be enforced to the maximum extent of state law of where Company is based in. The parties also agree that a judicial determination regarding the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall continue to be given full force and effect.
14. **MISCELLANEOUS PROVISIONS:** (a) This Contract contains the entire understanding, between the parties with respect to those matters set forth herein. This Contract supersedes any prior or contemporaneous discussions, representations, or agreements relating to the subject matter hereof, whether oral, written, express, or implied. (b) Except for the compensation schedule which may be changed in accordance with section 5, this Contract may not be amended, modified, or otherwise changed except by writing signed by both parties. (c) Any failure to insist upon or enforce compliance with any provision of this Contract shall not operate as a waiver of, with respect to, any other or subsequent failure. (d) This parties agree that for purposes of this Contract, "including" shall mean, "including" without limitations." (e) This Agreement shall not be constructed more strictly against Company simply because it was the party responsible for its preparation.

Signature of subcontractor

initial

date

15. **INSPECTION:** Contractor understands and acknowledges that all work is subject to the final approval of Company and/or the Company's clients (all agents) and that the Work shall not be deemed completed if Company or its customer(s) does not approve of the work, for any reason. Contractor understands that one or more representatives of Company and/or its customer may inspect the work. If the work is deemed to be defective, substandard, noncompliant with applicable specifications, or unsatisfactory in any other way (within the sole discretion of Company and/or its customer(s)) (collectively, the "defective work"), the Contractor may, at Company's discretion, **be give the**
16. Opportunity to correct the defective work within the time restraints imposed by the Company. **If the Contractor fails to timely and properly correct the defective work or Company deems it inappropriate to provide the Contractor an opportunity to correct the defective work, then the Contractor shall be liable to Company for the damages, costs, and expenses incurred or suffered by Company to correct the defective work (collectively, the "chargeback"). Company shall have the right to offset any chargeback from any payment due to the Contractor pursuant to the agreement. If there is not a sufficient payment to fully offset the chargeback, the Contractor shall pay the chargeback to Company within ten (10) days of receiving notice of the chargeback.**
17. **INSURANCE GENERALLY:** Contractor shall at all times maintain General Liability (as defined below), Automobile Liability (as defined below) and workman's compensation (unless exempt) (each individually, a Policy and, collectively, the "Policies") in accordance with the requirements of this section, and shall, upon request by Company, **provide certificates of insurance showing the Company as an additional insured** (or in the case of as exemption from workman's compensation insurance, a certificate of exemption) on each Policy. The Policies shall and should be written by insurance companies licensed to do business in the state of where Contractor is based out of _____ (please print clearly the specific state(s), approved, in advance, by Company, and shall be in an amount not less that the amount required by the section below. Contractor shall notify Company in writing immediately upon any changes in or the termination of any Policy required to be maintained by Contractor under this section. All Policies shall provide that they are primary to any insurance maintained by Company, and shall provide coverage on an occurrence basis. The contractor shall provide Company with Certificates if Insurance for each Policy evidencing compliance with the coverages required above and otherwise complying with all obligations imposed in this section prior to commencing any work pursuant to this Agreement. The Certificates if Insurance for each Policy must provide that Company is an additional insured (with no limitations) and that the additional insured coverage includes complete operations. Further, all Policies shall provide that said Company (**Satellite Pros**) will be notified at least thirty (30) days prior to cancellation.

16.1 **LIABILITY INSURANCE:** "General Liability" shall mean comprehensive commercial general liability insurance, in broad form, including, without limitation, coverage for completed operation, liability assumed by contract, underground hazard, collapse hazard, explosion, bodily injury, and/or property damages. The General Liability Policy must include a per job aggregate endorsement, with policy limits of no less than:

- * \$2,000,000 in the general aggregate;
- * \$1,000,000 for products/completed operations aggregate;
- * \$500,000 for any one occurrence (Coverage A); and
- * \$500,000 for any one person or organization (Coverage B).

16.2 **AUTOMMOBILE LIABILITY:** "Automobile Liability" shall mean automobile liability insurance in comprehensive for, including, without limitation, insurance for owned, non-owned and hired automobiles, trucks and other licensed motor vehicles utilized by Contractor in connection with the Work. The policy limits for comprehensive coverage will not be less that \$100,000 per each accident for Property Damage and \$100,000 per each accident for Bodily Injury.

Signature of subcontractor

initial

date

18. **RESTRICTIVE COVENANTS:**

17.1 **Non-Solicitation and Non-Piracy Covenants:** During the period of Contractor's engagement by Company, whether or not under this Agreement, and for a period of one (1) year after the cancellation, termination or expiration of Contractor's engagement by Company, by whatever means, by either party and for whatever reason, including, without limitation, no reason (the "Restrictive Period"), Contractor shall not, directly or indirectly, individually, or jointly with others, for the benefit of Contractor, or any third party:

- a) solicit, render services to, or accept as customers any of the Retailers, including any former Retailer of Company for whom Company engaged in the Business Activities within one (1) year of the termination of Contractor's engagement with Company; and
- b) solicit, hire, compensate or engage as a Contractor, agent, shareholder, member, joint venturer, or consultant, whether or not for consideration, any person who was employed by or a subcontractor of Company within one (1) year of the termination of Contractor's engagement with Company.

17.2 **Restrictive Covenants Scope:** The parties acknowledge that the provisions of this section are necessary and reasonable to protect the legitimate business interest of Company and any violation of the provisions of this section will result in irreparable injury to Company, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such violation would not be reasonable or adequate compensation to Company for such violation,. Accordingly Contractor agrees that if one or more of the provisions of this section are violated, in addition to any other remedy which may be available in equity or at law, Company shall be entitled to specific performance and injunctive relief, without the necessity of this section are violated by Contractor, Company may immediately cease payment due to Contractor hereunder or otherwise, and apply all amount due to Contractor from Company to Company's expenses of enforcement, including, but not limited to, costs and attorney's (s) fees, and, if applicable, damages.

17.3 **Tolling of Restrictive Period:** In the event an action is commenced to enforce the provisions of this section, the running of the Restrictive Period shall be tolled until a final determination of the outcome of said action is had.

17.4 **Independent Covenants:** Contractor's covenants in this section are independent covenants and the existence of any claim by Contractor against Company under this Agreement or otherwise shall not excuse Contractor's breach of any covenant in this section. If Contractor's engagement with Company expires or is terminated, this Agreement shall continue in full force and effect as is necessary or appropriate to enforce the covenants in this section. Contractor agrees to pay as incurred, to the full extent permitted by law, all legal fees and expenses which the Company may reasonably incur as a result of any contest (regardless of the outcome thereof) by Company, Contractor or others with respect to the validity or enforceability of, or liability under, the provisions of section 17.

18. **SUCCESSORS AND ASSIGNMENT:** Each and all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any rights herein granted nor may duties herein imposed be assigned, transferred or encumbered by Contractor. Company and its successors and assigns may, from time to time, assign or transfer its rights and obligations under this Agreement.

19. **NOTICES:** Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person or, if mailed, three (3) days after sent by certified United States mail, return receipt requested, postage prepaid, with certified copies if applicable, mailed to the addresses first set forth above. Either party may change its address for notices by complying with the above.

20. **CAPTIONS:** the captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of the provisions of this Agreement.

Signature of subcontractor

initial

date

21. **PARTIAL INVALIDITY:** If any term or provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances, other than those as to which it is held invalid, shall both be unaffected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
22. **APPLICABLE LAW, JURISDICTION, VENUE and FORUM:** This Agreement shall be construed and governed under and by the laws of all the States in the United States of America. The parties hereby agree that exclusive venue for any legal action authorized hereunder shall be in the county that Company is based out of at that particular time. Michigan and all other states in The United States of America, and the jurisdiction shall be vested in the Circuit Court of the county that Company is based out of at that particular time, and the appellate courts thereof, as the case may be.
23. **ARBITRATION:** EXPECT FOR DISPUTES, CLAIMS, ACTIONS OR CONTROVERSIES WHICH: (A) ARISE UNDER OR RELATE TO THE MATTERS PERTINENT TRO SECTION 17 OR 6.5 OF THIS AGREEMENT; OR (B) ARE THIRD PARTY ACTIONS; ALL DISPUTES, CLAIMS, ACTIONS AND CONTROVERSIES ARISING OUT OF OR IN ANY WAY RELATED TO CONTACTOR'S ENGAGEMENT WITH COMPANY (WHETHER ARISING UNDER THIS AGREEMENT OR ANY LAW, STATUE, RULE OR REGULATION, OR OTHERWISE) **SHALL BE SUBMITTED TO BINDING ARBITRATION** UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), EXCEPT AS MODIFIED HEREIN. The party seeking arbitration shall pay the filing fee and serve written demand for arbitration on the other party or parties. The parties shall select a mutually acceptable qualified arbitrator or, in absence of their ability to do so, a qualified arbitrator shall be selected by the AAA. A qualified arbitrator shall be an attorney, licensed to practice law in Michigan for at least 7 years with a practice concentrated in corporate and business law or commercial litigation. The arbitrator shall permit discovery only as follows: up to 5 depositions per side; unlimited requests to produce; and one set of up to 25 interrogatories, including subparts. The parties may mutually agree to increase or decrease any of the foregoing. In addition the parties may propound up to 100 requests for admissions to each of the other parties, which requests shall comply with the Michigan rules of Civil Procedure. The arbitration shall take place no more that ninety (90) days after the demand for arbitration is served. **ELCLUSIVE VENUE FOR THE ARBITRATION SHALL BE ST. JOHNS, MICHIGAN.**
24. **THIRD PARTY BENEFICIARIES:** Satellite Pros of Michigan, a Michigan residential & commercial business, shall be as express third party beneficiary of this Agreement, entitled to enforce it as and in the place of Company. Except for Satellite Pros of Michigan there are no intended, express or implied party beneficiaries to this Agreement.

THE PARTIES REPRESENT, ACKNOWLEDGE, AND AGREE THAT THEY HAVE READ AND UNDERSTAND THIS CONTRACT, WERE PROVIDED WITH AN OPPORTUNITY TO **CONCULT** WITH COUNSEL, AND THAT THEY INTEND TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT. THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE CONTRACTOR HAS ALSO SIGNED, AND IS BOUND BY, A WARRANTY, INSURANCE AGREEMENT, AND RESTRICTIVE CONVENANTS, ALL OF WHICH ARE A PART OF THIS AGREEMENT AND ARE **ECFORCEABLE** AS IF FULLY RESTATED HEREIN.

Signature of subcontractor

initial

date

COMPANY:

CONTRACTOR:

Satellite Pros

P.O. BOX 567
Laingsburg, MI 48866
1-989-413-0876 OFFICE
1-408-790-0635 FAX

Signed by office official

Print Name

Address

City, State

Telephone Number

Signature of Contractor

SUBCONTRACTOR'S AGREEMENT

This Agreement, including exhibits attached hereto (the "Agreement"), is made and entered into by and between Satellite Pros, a Michigan Sole Proprietorship, with the office located at 125 S. Main St., Ovid, MI 48866 (hereinafter "Satellite Pros") and the person(s), firm of entity (hereinafter "Subcontractor") identified and having its business address as indicated upon the signature portion of this Agreement herein below as of the date accepted by Satellite Pros herein below the Acceptance Date.

RECITALS

WHEREAS, Subcontractor is experienced and skilled in the types of installations required of called for in connection with the Equipment and desires to provide the Installation Services, pursuant to the Specifications, from time to time requested by Satellite Pros in connection with the Vendor's Equipment hereunder (the "Installation Services") upon the terms and conditions as hereinafter set out; and

WHEREAS, certain of the Vendors desire that Subcontractor provide "Ancillary Goods and/or Services", as hereinafter defined as prices not to exceed those announced by Satellite Pros to Subcontractor pursuant to this Agreement from time to time; and

WHEREAS, Satellite Pros desires that Subcontractor provide the Installation Services upon the terms and conditions as hereinafter set out, as an Independent Subcontractor and not as an employee, agent, partner, franchisee, or joint venture with Satellite Pros and Subcontractor so to act.
The parties do not desire to be bound and obligated pursuant to the additional terms and conditions hereinafter set forth, all of which are to be effective as the Acceptance Date.

In Consideration of the mutual promises and covenants contained herein and other good and valuable consideration, Satellite Pros and Subcontractor agree as follows:

Signature of subcontractor

initial

date

1. **Subcontractor Installation and Payment**

a. **Subcontractor to Provide Installation Services; Fees:** Subject to the terms of the Agreement, Subcontractor shall, upon a non-exclusive basis, provide the Installation Services pursuant to the Specifications, as announced by Satellite Pros from time to time, such Installation Services and Fees attached hereto and made a part hereof by reference as **EXHIBIT A**. Satellite Pros shall have the right, upon fifteen (15) days prior written notice to Subcontractor, may amend or supplement Exhibit A from time to time, not only as to the description of the Installation Services, but also as to the Specifications and the related fees. The Specifications shall include, without limitation, the installation standards referenced upon **Exhibit A** hereto as "Installation Standards", as the same may be amended upon notice from Satellite Pros to Subcontractor from time to time. Satellite Pros payment of fees to Subcontractor performance of the Installation Service shall be provisional payment only, subject to verification of the Installation Services in the event of any complaint or claim, and the fact of Satellite Pros payment therefore shall conduct all of its installation business hereunder (the "Subcontractor Business") for its own account and not as an agent, subagent or employee of Satellite Pros. Satellite Pros does not **guarantee** (at any point in time) **guarantee** to Subcontractor any minimum amount of work or number of "Work Orders", as defined herein below pursuant to this Agreement and Satellite Pros shall be free to distribute or allocate Work Orders as its discretion.

b. **Subcontractor's Authorized; Unauthorized Installation or Removal of Equipment Prohibited:** Subcontractor shall install and/or remove the specific unit(s) of Equipment as requested by Satellite Pros only in the ordinary course of Subcontractor's Installation Business, only at the specific address and upon the specific terms as specified in Satellite Pros written request for services (herein, the "Work Order"). Subcontractor's delivery of Installation Services pursuant to each Work Order shall be deemed to be a separate contract pursuant to the terms hereof. Subcontractor is expressly prohibited from installing and/or removing the Equipment excepted as identified in the Work Order, for any person(s) other than those identified in the Work Order from Satellite Pros. Subcontractor acknowledges that the end user of the Installation Services (the "End User") is the customer of the Vendor whose Equipment is to be installed pursuant to the Work Order. Such End User is identified to Subcontractor, and the Work Order. Such End User is identified to Subcontractor, and the Work Order is assigned to Subcontractor(s), **IN TRUST**, solely for the express purpose of Subcontractor's provision of the Installation Services; Subcontractor, s defined herein below, shall refrain from converting or assisting in the conversion, directly or indirectly, of any End User: (i). to become a customer of any other provider of goods and/or services of the same general type and competitive with those associated with the Installation Services, or (ii). To become a purchaser of goods or services which are competitive with those supplied by Satellite Pros' Vendors whose equipment was installed by subcontractor, upon a Work Order pursuant to this Agreement. Verbal information supplied by Satellite Pros to Subcontractor will remain solely with Satellite Pros even in the event if the release or termination of Subcontractor. Violation of this section 1.b. shall constitute a material breach if this Agreement and shall be cause for Satellite Pros immediate termination hereof; Satellite Pros shall be entitled to enforce "Subcontractors Indemnity", as hereinafter defined, with respect to such material breach; and such violation shall be cause for Satellite Pros exercise of all other remedies provided elsewhere herein or by applicable "Laws", as hereinafter defined.

c. **Additional Covenants and Duties of Subcontractor(s):** Subcontractor shall not misrepresent or withhold any information in connection with the Equipment or Installation Services or engage in any practice which impugns the commercial reputation or goodwill of Satellite Pros or Vendor. Subcontractor shall make no warranty or representation of any sort, regardless of whether in regarding Equipment, including without limitation, extended warranties, maintenance agreements and the like. Subcontractors shall pay, before the same are delinquent, all costs for work done or caused to be done by Subcontractor in conjunction with the performance of Installation Services which could produce any claim of lien (including, without limitation on the generality of the foregoing, all mechanic' or materialmen's liens) on any property of the customer where the Installation Services are performed (collectively, the "Installation Property").

Signature of subcontractor

initial

date

- d. Subcontractor shall keep title to the Installation Property free of any lien or encumbrance for Installation Services performed and any failure by Subcontractor shall be the subject of subcontractor's Indemnity. Subcontractor will immediately notify Satellite Pros of any such lien of which subcontractor notice has and shall cause such lien to be removed immediately or within five (5) days of such notice. If lien is not removed promptly and/or by the end of the fifth day of such lien been endorsed; then subcontractor has breached "Subcontractor Agreement" and will be reprimanded accordingly by Satellite Pros. This is on the sole discretion of Satellite Pros what actions that will be taken.

2. **Relationship between Subcontractor and Satellite Pros:** Subcontractor acknowledges: (1) that subcontractor and Satellite Pros **have bargained for the terms of this Agreement** with the respect to Subcontractor's provision of Installation Services; (2) that there are substantial benefits accruing to subcontractor pursuant to this Agreement; and (3) that the relationship arising for this Agreement does not create a joint venture, partnership, agency, employment relationship or franchise between Subcontractor and Satellite Pros. While Satellite Pros is interested in the results to be achieved, conduct and control of the means, methods and timing of work comprising the Installation Services will rest solely with Subcontractor. Satellite Pros disclaims any control over Subcontractor's Installation Business except to the limited extent expressly provided in this Agreement to support and protect the business activities provided hereunder or to satisfy applicable requirements of manufacturers or Vendors of the Equipment and communicated to Subcontractor by Satellite Pros, as well as other applicable industry standards of specifications mandated by federal, state, or local laws or authorities and the National Electrical Code (NEC) where applicable (herein, collectively "Laws"). Subcontractor (defined as Subcontractor's remote and immediate parents and subsidiaries and the directors, officers, employees, agents, subcontractors, holder of ten (10%) percent or more of any equity interest of securities of Subcontractor, or the successors and assigns of any of them), are entitled to participate in any benefits for Satellite Pros, including without limitation, any plans, arrangements or distributions pertaining to or in connection with any medical benefits, pensions, stocks, bonus, profit sharing or similar matters. Subcontractor shall be responsible for the costs and expenses of conducting and operating its business. Satellite Pros will not be responsible to make any withholding,

deduction (except what is in the Agreement of such deductions to take placed) or contribution with respect to Subcontractor or its employees on account of any federal, state, or local law applicable to the relationship of employee and employer of regarding self-employment, including without limitation, Social Security, industrial insurance, unemployment compensation, workmen's compensation, income tax or other such applicable Laws. Except as otherwise specifically provided herein, Subcontractor may engage in whatever business activities it wishes to pursue, as long as such activities do not constitute a breach hereof or impair Subcontractor's ability to perform hereunder. Subcontractor is free to manage its business and its employees as Subcontractor sees fit too. Subcontractor is not a third party beneficiary of Satellite Pros agreement with Clients or Client's Vendors or Satellite Pros customers.

3. **Subcontractor Pricing of Ancillary goods and/or Services:** Subcontractor may provide goods and/or services which are ancillary to the Installation Services (herein "Ancillary Goods and/or Services") as specified in, and at the process not to exceed those set in the "Schedule of Ancillary Goods and/or Services and Pricing" attached hereto and made a part hereof and made a part hereof by reference as **Exhibit B**. Satellite Pros may amend said **Exhibit B** in its sole discretion upon seven (7) days notice to Subcontractor. **There is no minimum charge requirement for the ancillary goods and/or services;** subcontractor is free to charge any price(s) it may determine or agree to the End User for such Ancillary Goods and /or Services provide such price(s) shall not exceed the price(s) provided upon said **Exhibit B** at the time such price(s) shall be charged.

Signature of subcontractor

initial

date

4. **Duration and Termination of this Agreement**

a. **Commencement of Term:** This Agreement shall take effect on the Acceptance Date, as identified hereinabove and shall continue on a day to day basis from such Acceptance Date.

b. **Early Termination:** Either party may terminate this Agreement upon: (i) the occurrence of an “Event of Default”, as defined hereinbelow, immediately upon notice by the non-breaching party, or (ii) for no reason, upon providing the other party thirty (30) days prior written notice of such termination. Subcontractor will still be liable to complete any/all work orders that Subcontractor had been assigned prior to the written notice to discontinue Installation Services with Company (Satellite Pros).

c. **Duties After Termination:** Except as otherwise provided herein, all rights and obligations of either party hereunder shall cease without further liability upon termination, suspension, or expiration (collectively “Termination”) of this Agreement; provided, however, that the parties acknowledge that the “winding down” of operations may take up to five (5) days following Termination. During this period, liabilities and obligations of the parties shall remain in effect to the extent necessary to enable Subcontractor to cease operations.

d. **Withholding of Fees:** Upon termination for any reason by either party hereunder Satellite Pros shall withhold any unpaid Installation Service Fees then due to Subcontractor, such withholding to be for the period of any remaining unexpired Subcontractor Warranty Period, not to exceed ninety (90) days.

5. **Taxes—Calculation and Payment:** Each party shall be responsible for payment of its own taxes, including without limitation, employment, and business, personal, real and personal, sales, use, gross receipts, state and federal income taxes and the like, and neither party shall have responsibility for such taxes of the other. Subcontractor’s failure to promptly ascertain, collect and remit taxes and fees in accordance with this Agreement shall be the subject of Subcontractor’s Indemnity.

6. **Events of Default:** Whenever either party shall materially breach this Agreement, such material breach shall constitute an “Event of Default” hereunder. Without limiting the generality of the foregoing, each of the following shall constitute a material breach of this Agreement and shall constitute Events of Default:

- a. Offer a sale of any extended warranty or warranty extension in violation of this Agreement by Subcontractor.
- b. The direct or indirect practice or assistance in practicing signal piracy, in any one or more instances, by Subcontractor.
- c. Any governmental authority or Equipment purchaser(s) shall allege in writing or prove breach of applicable Laws or the commission of fraud or material misrepresentation by Subcontractor.
- d. Subcontractor’s conversion of an End User to any other provider of goods and/or services of a generic type associated with the Installation Services, in violation hereof.
- e. Subcontractor’s failure to provide adequate information to Satellite Pros promptly upon Satellite Pros’ reasonable request for same.

7. **Limitation on Damages:** Subcontractor agrees to waive, defend, indemnify and hold Satellite Pros harmless from any/all claims for any lost profits, special, incidental or consequential damages and waives all rights to claim any such damages as against Satellite Pros.

8. **Subcontractor’s Duty to Defend, Hold Harmless and Indemnify; Covenant against Suit:** In addition to other provisions of this Agreement whereby a party or parties hereto shall hold harmless and indemnify a party or parties hereto or others, with respect to all obligations, agreements, representations, commitments or undertakings of Subcontractor pursuant to this Agreement, together with each of the following (herein, collectively, “Obligations”), **subcontractor shall defend indemnify and hold harmless** (herein “Subcontractor’s Indemnity”) **Satellite Pros**, Satellite Pros’ directors, officers, employees, agents, affiliates, associates, successors and assigns (herein, collectively, “Satellite Pros’ Associates”), **from all damages, claims, costs, expenses and liabilities**, direct,

Signature of subcontractor

initial

date

indirect or consequential, liquidated or contingent and regardless of whether matured or unmatured and both now existing as well as those hereafter incurred or rising against Satellite Pros or Satellite Pros' Associates, and Subcontractor shall pay upon demand, all out of pocket expenses of Satellite Pros (including reasonable fees and disbursements of counsel for Satellite Pros) in connection with enforcement of its rights with respect to any of the Obligations of Subcontractor's Indemnity. The Obligation shall include without limitation:

- a. Any claim, complaint or set-off made by End User with respect to anything done or not done by Subcontractor in connection with the provision of Installation Services or other goods and/or services provided or sold to such End User by Subcontractor.
- b. Anything done or not done by Subcontractor in connection with the furnishing of any goods or services to any End User;
- c. The death or injury to any person(s) or the loss, destruction or damage to any property arising out of the modification, repair or damage of any Equipment or other goods hereunder by Subcontractor or the furnishing by Subcontractor of any Equipment, warranties or good or services purchased pursuant to the delivery of Installation Services or other goods and/or services hereunder;
- d. Any claim or complaint of a third party in connection with advertisements or promotion by Subcontractor concerning or relating to the sale or provision of Installation Services or other goods and/or services hereunder;
- e. Any claim or complaint by any consumer that the Subcontractor have violated Laws and/or regulations which may be applicable to Subcontractor's activities with any End User;
- f. Any claim or complaint of a third party in connection with advertisements or promotion by Subcontractor concerning or relating to the sale or provision of Installation Services or other goods and/or services hereunder;
- g. Any claim or complaint by any consumer that the Subcontractor have violated Laws and/or regulations which may be applicable to Subcontractor's activities with any End User;
- h. Any claim or complaint arising from the negligent, tortuous, wrongful, illegal or improper conduct, including but not limited to libel, slander, trade libel, fraud, misrepresentation, damage to person or property and criminal acts of Subcontractor or their respective customers;
- i. Any claim or complaint arising from breach or alleged breach of this Agreement or other misconduct related to services hereunder, buy either Subcontractor, including without limitation, any sums due to Satellite Pros hereunder;
- j. Damages, costs and expenses Satellite Pros shall suffer because any vendor shall take, receive or seek any sums from Satellite Pros as a result of a related acts or omissions of Subcontractor; and/or
- k. Damages, costs and expenses Satellite Pros shall suffer because Subcontractor receives, has received or shall received any amounts to which it is not entitled hereunder or pursuant to any agreement between Subcontractor and Satellite Pros, regardless of whether such agreement previously existed, now exists or shall arise or exist hereafter.
- l. Subcontractor will be investigated, and/or Subcontractor will be prosecuted for but not limited to the following: disclosure of paperwork, any/all vital information in conjunction with Satellite Pros operations/vendors, clients, agents, and any/all associates, defamation of character of Satellite Pros and/or Satellite Pros' Associates, embezzlement of any currency or product/material belonging to Satellite Pros, and forgery of any paperwork belonging to Satellite Pros and/or Associates.

Additionally, Subcontractor shall pay the reasonable fees and any/all out of pocket expenses of counsel of Satellite Pros with respect to advising Satellite Pros as to its rights and responsibilities under this Agreement or advising Satellite Pros as to its rights and responsibilities regarding Subcontractor's Indemnity, together with all costs and expenses; if any, in connection with any default of Subcontractor or connection with any and all claims or disputes hereunder. Subcontractor shall take no action to make Satellite Pros or Satellite Pros' Associates a party to any disputes, conflicts or proceeding, including without limitation, arbitration or mediation, which may arise from or be related to any of the Obligations.

Signature of subcontractor

initial

date

9. **DUTIES OF SUBCONTRACTOR:**

- a. Subcontractor and all Subcontractors' employees/technicians must be able to be bondable and be able to supply documentation upon the request of Company (Satellite Pros) in to some of one thousand (\$1000) dollars (if requested) **only if** Company's (Satellite Pros) associates, agents, clients, clients' vendors request of such documentation verification. This may be subject to change. Company will inform all Subcontractors of such within thirty (30) days before coming effective.
- b. Subcontractor and subcontractors' employees/technicians must call Satellite Pros' office when installation is completed when Work Orders specifies to...at following number...**1-989-413-0876**.
- c. Subcontractor will have all paperwork signed with name that is on Work Order "End User" signature and all other required information necessary to process paperwork for payment; such as, last four digits of "End User's Social Security number, name of End User, and most importantly the DTV or DishNet Work's customer account number. If any information is missing, payment will be delayed and there will be penalties for incomplete paperwork as well as if a Quality Control call is not made as instructed on any paperwork. Subcontractor is responsible and liable to forward completed paperwork to Satellite Pros within two (2) days after completed installation. **If paperwork is not received within time frame a penalty fee will apply of five (\$5.00) each day not received. This is the responsibility of the subcontractor to make sure paperwork is in on time to process for payment. This is not the responsibility of Satellite Pros.**
- d. Subcontractor and subcontractor's technicians will use supplies that meet or exceed the expectations of Satellite Pros, Satellite Pros' Associates, as well as DTV (DirecTv) and DishNet Work. Subcontractor supplies may be purchased from Satellite Pros for the cost paid by Satellite Pros, plus the shipping and handling to have supplies delivered to Subcontractor.
- e. Subcontractor will supply Satellite Pros with a copy of any/all credentials (including all subcontractors' technicians) that is either recommended by Satellite Pros, Satellite Pros' Associates as well as DTV or DishNet Work.
- f. Subcontractor will supply Satellite Pros with valid and current General Liability Insurance and submit renewed insurance accordingly; as well as making sure all Certifications **stay update** of Subcontractor and Subcontractors technicians.
- g. **If Subcontractor is terminated, Subcontractor, upon termination will be required to have all remaining paperwork submitted to Satellite Pros within five (5) days after termination. If paperwork is not received by the fifth day then Subcontractor forfeits any/all pay thereafter.**

10. **Insurance:** Before Satellite Pros makes any payment to Subcontractor under this Agreement and before Subcontractor performs any Installations, Subcontractor must provide to Satellite Pros certificates of insurance (LLC); which names Satellite Pros as an additional insured, and shows that Subcontractor has the following policies, coverages and limits if liability. Subcontractor will also supply to Satellite Pros automobile insurance so if Subcontractor/subcontractors technicians are transporting Satellite Pros products as any point in time, Satellite Pros will be reassured that product will be covered if any damage, lost, theft, etc. occurs.

Liability Insurance: Comprehensive general liability policy, with broad coverage, which includes: coverage for bodily injury, property damage, personal/adverting injury, errors and omissions and contractual liability. The certificate shall provide that the insurance may not be cancelled or modified without thirty (30) days written notice by the insurance carrier to Satellite Pros. The certificate shall provide that the coverage afforded by the policy is primary, and that any other insurance of Satellite Pros or owner covering the same risk(s) is excess and non-contributory. The insurance shall be as what is stated in this Agreement.

Signature of subcontractor

initial

date

11. **Miscellaneous Provisions:**

- a. **Entire Agreement:** This Agreement shall constitute the entire understanding of the parties with respect to the subject matter contained herein, and shall supersede all other previous agreements with respect to same.
- b. **Non-Waiver:** Any failure by either party to insist in the strict performance of any term or condition of this Agreement shall not: (1) be deemed a waiver of such term or condition unless the waiver is reduced to writing and signed by a duly authorized official of the party; (2) act as a waiver if the right to insist upon strict performance of that term or condition in the future.
- c. **Governing Law:** This Agreement shall be interpreted in accordance with the internal laws (but not conflict of laws provisions) of the state of Michigan.
- d. **Jurisdiction and Venue:** The parties agree that jurisdiction and venue shall be in St. Johns, Michigan, Clinton County, Michigan. With respect to all disputes under this Agreement, Subcontractor submits itself to the personal jurisdiction of the federal and state courts of appropriate subject matter jurisdiction in Michigan.
- e. **Waiver of Trial by Jury:** the parties to this Agreement desire to avoid the additional time and expense related to a jury trial of any disputed arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby do waive Trial by Jury of any claim, connected with this Agreement and the relationship which arises hereunder. The parties acknowledge and agree that this waiver is knowingly, freely and voluntarily given, is desired by both parties, and is in the best interest if both parties.
- f. **Severability; Headings:** If any provision of the Agreement is found to be invalid or enforceable, such finding shall not affect the validity or enforceability of any other provisions of this Agreement. Headings of sections and paragraphs as used in this Agreement are for convenience of reference only and shall not be used in construing or interpreting this Agreement.
- g. **Binding Effect and Amendment without Consideration:** Upon acceptance by Satellite Pros as indicated hereinabove, this Agreement shall be binding upon the parties hereto and their respective executors, administrators, heirs, permitted assigns and successors in interest. This Agreement may be amended by Satellite Pros in its sole discretion, provided it shall promptly upon the parties in spite of the lack of consideration therefore.
- h. **Notices:** All notices required hereunder shall be writing and shall be deemed given when personally delivered, when telecopied or e-mailed (with confirmation), or when sent by over night courier service or certified mail, return receipt requested, to the following address or to such other address as a party may hereafter designate by giving fifteen (15) days prior written notice to the other party of a change in address.

COMPANY:

Satellite Pros
P.O.B. 567
Laingsburg, MI 48866

if to Subcontractor:

AT THE ADDRESS PROVIDED
IN THE SIGNATURE SECTION
OF THIS AGREEMENT

- i. **Attorney Fees:** If either party fails to pay the other party, when due, as stated in this Agreement; then any amount due/owed by it pursuant to this Agreement, the other party shall be entitled to recover from the party from whom the payment is due, the recovering party's cost and expenses of collection of same and enforcement hereof, including reasonable attorney fees. In the event of any other legal dispute between the parties, if Satellite Pros shall be entitled to recover from Subcontractor all cost and expenses of the litigation, including expert witness fees and all attorney fees.

Signature of subcontractor

initial

date

- j. Remedies: No remedy conferred herein is intended to be exclusive of any other remedy available to the parties under this Agreement or at law or in equity.
- k. Defined Terms: Any defined terms used in the exhibits to this Agreement shall have meaning to them in this Agreement.
- l. Gender and Number: Any pronouns used herein shall include the masculine, feminine and neuter gender and the singular shall include the plural, the singular, as required by the context hereof.

BY SIGNING BELOW BOTH PARTIES UNDERSTAND AND AGREE TO ALL THAT'S IN THIS AGREEMENT AND WILL ABIDE BY THIS AGREEMENT FROM THIS DATE FORWARD.

Print Company Name (Satellite Pros)

Print Subcontractor Name

Company signature (Satellite Pros)

Subcontractor signature

Title

Title/position

Address

Address

City, state, zip code

City, state, zip code

Contact Office Number

Contact Office Number

Signature of subcontractor

initial

date

EXHIBIT A / EXHIBIT B

PAYSCALE FOR SUBCONTRACTORS

BASIC INSTALL.....1RX.....\$70.00

ADDITIONAL RX (basic).....\$20.00
(When specified)

SUPERDISH (DishNet).....adl..... \$20.00

SECOND DISH INSTALLATION.....\$10.00

(Where an adl. dish is required for local channels)

95 satellite International dish installation...adl.....\$20.00

(Vietnamese cx only)

Tivo Installation Standalone..... \$75.00

Tivo Series II.....\$40.00

DirecWay (2-way).....\$95.00

One-Way (1-way)..... \$85.00

(One-way broadband internet as well)

Service Calls..... \$20.00

(Only will be paid if not installation

Related of tech that installed equipment)

If installed by another company then tech gets paid for service call. If when tech arrives and job needs to be reinstalled tech will be paid as of a full install.

DEDUCTIONS:

NO CALL/NO SHOWS-----\$50.00

NO CONTACT W/IN 24 HOURS, & NOTED IN **WEBITE NOTES-----\$50.00**

PER DAY FOR NO CONTACT-----\$25.00

(Not to exceed 3 days or will result in suspension of work)

Uncompleted paperwork per job-----\$25.00

Per day for late paperwork (after 48 business hours) -----\$25.00

**paperwork not received w/in 7 days after completion, will result in technician losing complete pay out of job.

Per lost job from fault of technician-----\$165.00 penalty fee.

(This will vary depending on the individual work order).

Missing paperwork.....pay will be held until all paperwork for that customer is supplied

Missing information on paperwork such as: no DTV act. #.....\$5.00

ACCOUNT NUMBER IS A MUST. VERIFY ACCOUNT # ON PAPERWORK.

Signature of subcontractor

initial

date

Exhibit A / Exhibit B

**Schedule of Ancillary Goods
And/Or Services and Pricing**

[To be attached to and made a part of the SUBCONTRACTORS AGREEMENT between
Satellite Pros (SP) and the Subcontractor named at the end of this page (herein, the Subcontractor's
Agreement)]

Defined terms in the Subcontractor's Agreement shall have the same meaning in the Any/All
the Exhibit(s) as in the Subcontractors Agreement

<u>Service/hardware Type.....</u>	<u>Maximum Subscriber CUSTOMER billing charge</u>
2 nd thru 8 th added receiver hookup.....	\$65.00.....
Adding phone line w/in 25' cable Run of receiver.....	\$30.00.....
Adding phone line <u>beyond</u> 25' cable Run of receiver.....	\$35.00 - \$45.00.....
Wall Fishing.....	INSTALLER CHARGES.....
Additional TV hook-ups (Not specified on work order).....	INSTALLER CHARGES.....
Pole Mounting.....	INSTALLER CHARGES.....
*Installation where existing pole & cable are available.....	\$20.00 – \$30.00.....
*Installation where existing pole is available. <u>Cable is not usable</u> (additional fee for Trenching Allowance).....	to be paid by customer of up to \$2.00 per Foot of flooded cable LNB to ground block
*Installation where existing pole & cable Are not available.....	to be paid by customer \$40.00 + \$2.00 per foot Of flooded cable LNB to ground.
***If product in which customer ordered is defective, installer is to notate paperwork & replace (if applicable) and contact Satellite Pros or Satellite Pros' distributor and either or will reimburse installer for operatable product as soon as Satellite Pros or distributor gets defective product equipment returned to them.	

Signature of subcontractor

initial

date