

AGREEMENT FOR SERVICES

Double Diamond Foam Insulation, LLC

This Sales Agreement for Services (this "Agreement") is made effective as the date of deposit received, by and between Double Diamond Foam Insulation, LLC and the Customer.

For the following services (collectively, the "Services"): Stated on the estimate

- I. Payment shall be made to Double Diamond Foam Insulation, LLC Victor, Montana as follows:
 - a. 50% of the estimate for a deposit on materials and scheduling.
 - b. Final total less the 50% deposit is due upon completion of the project.
 - c. Service Provider shall issue an invoice to the Client once the project is complete. Invoices are due upon receipt. At 10 days past due \$200 late fee, applicable liens and collection services may also be implemented.
 - d. In addition to any other right or remedy provided by law, if customer fails to pay for the Services when due, Double Diamond has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies as described below under "Remedies on Default."
- II. SERVICES. Double Diamond shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Double Diamond's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Double Diamond on similar projects.

DOUBLE DIAMOND SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF DOUBLE DIAMOND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- III. TERM. This Agreement will terminate automatically upon completion by Double Diamond of the Services required by this Agreement.
- IV. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:
 - a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
- V. JOB SITE SAFETY & ACCESS. Double Diamond's number one priority is the safety of our crew and the customer.
 - a. Do not enter the job site when the trailer is running. This means we are actively spraying foam insulation and respirators, and safety suites are required.
 - b. If inspection is required, please schedule at least one day prior in writing.
 - c. Outside contractors, friends, consultants and other interested parties must request access in writing at least one day prior to visiting the site so schedules and site can be made safe for the additional persons to be on site during insulation installation.

- VI. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- VII. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- VIII. DISPUTE RESOLUTION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance under the rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. The arbitrator(s) shall not have the authority to modify any provisions of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.
- IX. CONFIDENTIALITY. Double Diamond, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Double Diamond, or divulge, disclose, or communicate in any manner, any information that is proprietary to the project. Double Diamond and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.
- X. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.
- XI. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

- XII. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
- XIII. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XIV. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- XV. APPLICABLE LAW. This Agreement shall be governed by and construed according to the laws of the State of Montana without reference to its conflicts of law principles.
- XVI. SIGNATURES. This Agreement shall be considered signed upon receipt of deposit.