

TERMS AND CONDITIONS

1. SkyTracker Southeast. dba SkyTracker hereafter called SkyTracker agrees to supply the equipment listed in this agreement per the terms and conditions herein. Customer agrees to pay SkyTracker for the use of the equipment and/or services as listed per the payment terms on the attached page.
2. SkyTracker will not be liable for any delay in delivery and/or performance of this agreement or in the delivery and/or installation of the items set forth in this agreement, or for any damages suffered by Customer by reason of such delay when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of GOD, war, embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other causes or causes beyond the control of SkyTracker, including governmental regulations, directives, orders, mechanical failures and restrictions that may be in effect from time to time.
3. In the event that the Customer for any reason cancels this agreement, the cash deposit may be retained as liquidated damages and SkyTracker shall also be reimbursed for all expenses/losses incurred as a result of such cancellation.
4. The Customer agrees to pay the balance due on this agreement upon delivery at location designated for installation and payment is to be made prior to the use of any equipment or materials unless otherwise agreed to in writing. The Customer will be liable for all expenses incurred in association with collection, including but not limited to attorney fees, collection fees and all cost of litigation.
5. The individual signer of a check given to SkyTracker in partial or full payment of the consideration thereunder shall be personally liable to SkyTracker for the full amount of the check in the event the check is dishonored because of a lack of funds, credit or an account. In addition to whatever remedies SkyTracker may have under this contract, at law or in equity, the signer of the dishonored check shall also be liable to SkyTracker in his individual capacity for the damages specified in O.C.G.A. section 16-9-20 & 13-6-15 of the Georgia Code, notwithstanding that such individual signer may have signed the check in his official capacity as an officer of a corporation.
6. The Customer, after installation, will hold SkyTracker harmless for any damages while at location. Further, the customer agrees to pay for any damages that occur while at the designated location.
7. In the event of foul weather, mechanical break-down, or other circumstances beyond the control of SkyTracker, Substitute display date(s) will be provided by SkyTracker as the alternative to cancellation or refund.
8. The Customer will not sub-lease equipment or material provided by SkyTracker to anyone, or any company at any time. The Customer will not attempt to move, remove or permanently attach any equipment or material to any structure without the express written consent of SkyTracker.
9. The Customer agrees to carry proper and adequate liability insurance to cover any and all accidents that occur during the term of this agreement.
10. Unless otherwise stipulated in this agreement, the Customer agrees that any illumination equipment will be halted no later than 12:00 midnight.
11. If this agreement calls for periodic payments of amounts due, the Customer agrees to make payments on time (within 10 days of invoice). Any payment received after 10 days of invoice is deemed late and is subject to a 5% late charge and subsequent late charges of 5% for each 10 day period that payment is late. Customer will be responsible for all costs associated with collection, including but not limited to attorney fees and collection agency fees.

Customer Signature

Date

Regional Administration - 1092 West Atlanta Street, SE, Suite 300, Marietta, GA 30060