



August 17, 2022

Eliot Tower

1221 SW 10th Avenue
Portland, Oregon 97205

Scope of Work:

- 1. Install one (01) CAT 6 cable from NVR to “Courtyard” location.**
- 2. Install one (01) 4 megapixel vandal dome camera at “Courtyard” location.**
- 3. Configure camera to the existing NVR.**
- 4. Test the cable for CAT 6 performance, label and document installation.**

Quantity	Description	Total Cost
250'	Cat. 6 Cable – Outdoor Rated	\$115.00
100'	½" EMT Conduit	120.00
1	4 Megapixel Vandal Dome Camera w/Variable Focus Lens	260.00
1	Camera Mount	115.00
1	Cat. 6 Certifications	20.00
1	Limited Energy Permit -Minor Label	20.00
1	Miscellaneous Materials	150.00
1	Mobilization	135.00
	Labor – Installation	2,400.00
	Labor – Technical	600.00
TOTAL		\$3,935.00



Terms and conditions

TIME. Time is of the essence of this Agreement.

WAIVER. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

LAW GOVERNING. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

ARBITRATION. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, then every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or

disagreement shall be settled by arbitration in accordance with the then prevailing expedited commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in Multnomah County, Oregon. The then prevailing Oregon Rules of Evidence and the Oregon Rules of Civil Procedure shall apply in any such arbitration.

ATTORNEY FEES. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce or interpret any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

PRESUMPTION. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

TITLES AND CAPTIONS. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

AGREEMENT BINDING. This Agreement shall be binding upon the heirs, executors, administrators, representatives, successors and assigns (if permitted) of the parties hereto.

FURTHER ACTION. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

GOOD FAITH, COOPERATION AND DUE DILIGENCE. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

INDEMNITY: Customer and Empower Digital Solutions (each an "Indemnifying Party") agree to hold harmless, defend and indemnify each other and their respective directors, officers, employees, agents and independent contractors (the "Indemnified Parties") from and against all claims, liabilities, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with: (a) any negligent or willful act or omission of the Indemnifying Party or the Indemnifying Party's employees or agents, including but not limited to the extent such act or omission causes or contributes to (i) any bodily injury, sickness, disease or death; (ii) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting there from; or (iii) any violation of any statute, ordinance or regulation; and (b) any breach, violation or failure of any of the warranties, representations or obligations of the Indemnifying Party under this Agreement.



WARRANTY: Empower Digital Solutions warrants that the hardware products it manufactures and provides will be free from defects in materials and workmanship. The limited warranty term is one year for components and 180 days for labor.

PRICE: Investment amount effective until: October 7, 2022

Terms: Balance due at completion of work.

Acknowledgement:

Customer

Authorized Signature	Print Name	Date
Empower Digital Solutions, Inc.		

Authorized Signature	Print Name	Date
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**Empower Digital Solutions, Inc. 7700 SW Hyland Way, Beaverton, Oregon 97008 CCB 195629;
Electrical CLE290; ESB-8091 Erik J. Hopkins (503) 806-0530**