



April 5, 2022

TIG

10260 SW Greenburg Road
Portland, OR 97223

Project: JR Merit

Scope of Work:

Wireless Access Point Installation in New Building

- 1. Empower Digital will install 12 wireless access points to locations identified by JR Merit, including providing mounting hardware.**

Quantity	Description	Total Cost
1	Scissor Lift – 24’ – 26’ Electric Powered (1 Day)	\$685.00
1	Misc. Material	720.00
1	Mobilization	135.00
	Labor	1,200.00
TOTAL		\$2,740.00

Note: Proposal is based on one day on-site.

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 agrees to hold harmless and indemnify Empower Digital Solutions, its management, agents, and representatives for those efforts which, by no fault or intention of their own, may result in damage, inconvenience, or other unforeseen circumstances.

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: May 5, 2022

Terms: Balance due at completion of work.

Acknowledgement:

Customer

Authorized Signature

Print Name

Date

Empower Digital Solutions, Inc.

Authorized Signature

Print Name

Date

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