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**DELTA  
INSTALLS**

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# Installation Services Terms and Conditions

## Agreement

This Service Agreement is made between:

Consultant: Erica Guillen  
Business Name: Delta Installs, LLC  
Business Address: 70 Jasmine Rd Delta, PA 17314

and

Client: \_\_\_\_\_.

This Service Agreement ("Agreement") is made and entered into as of the date last written below by and between Delta Installs LLC located at 70 Jasmine road Delta, PA 17314 (hereinafter referred to as "Consultant"), and the undersigned client (hereinafter referred to as "Client").

## 1. Scope of Services

### 1.1

Delta Installs LLC ("Company") will provide installation services as outlined in the approved quote for the Client's designated customers. The Company will supply all necessary personnel and resources to complete the work according to this Agreement. Both parties may enter into similar agreements with others.

### 1.2

For each project, both the Company and Client will follow the terms of this Agreement. The Company guarantees that all services will be performed professionally and competently. Payment will follow agreed terms, or services must be prepaid if no terms are established.

### 1.3

The Company affirms it has the experience, skills, and staff required to complete the services

efficiently and in line with industry standards. The Client is relying on the Company's expertise to ensure timely and proper completion of the work.

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## 2. Service Performance

### 2.1

The Company will perform services promptly and complete them by the agreed timeline, based on a mutually developed plan. Timelines may change due to Client or end-customer adjustments, or equipment/vehicle availability. The Company will coordinate its work with the Client.

### 2.2

The Company may use subcontracted field technicians. While the Client may approve vetting standards, the Company is solely responsible for selecting these technicians and is liable for their actions.

### 2.3

The Company is not required to accept all work assignments. If a job site is unsafe for workers, equipment, or installation, the Company may delay work until safety issues are resolved.

### 2.4

The Company will comply with all applicable laws related to performing services and delivering results.

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## 3. Warranty

The Company guarantees that:

- Services will meet industry standards
- Work will be free from defects in workmanship
- Installations will follow manufacturer guidelines provided by the Client

This warranty lasts **six (6) months** after service acceptance unless stated otherwise.

If defects occur, the Company may:

- Fix the issue, or
- Issue a refund (at its discretion)

If problems are caused by user interference or defective hardware, the Client will be charged for service calls and travel.

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## 4. Changes to Services

Either party may request changes with **30 days' written notice**. The other party must accept or reject the change within 30 days. Approved changes become part of the Agreement without affecting the rest of the contract.

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## 5. Payment Terms

- Invoices must be paid within **30 days** unless prepayment is required
- Disputes must be reported within **10 days**, or the invoice is considered accepted
- Both parties agree to resolve disputes in good faith

### **Cancellation / Delay Fees:**

- 50% of planned labor (minimum \$75) plus travel fees apply if:
  - Equipment/vehicles are unavailable, or
  - Appointments are canceled in less than one business day in advance

**Business hours:** Monday–Friday, 8:00 AM – 5:00 PM

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## 6. Independent Contractor Status

The Company operates as an independent contractor. This Agreement does not create:

- Employment
- Partnership
- Agency relationship

The Client will not withhold taxes or provide employee benefits to the Company.

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## 7. Subcontractors

The Company is fully responsible for:

- Selecting subcontractors
  - Their performance and any failures under this Agreement
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## 8. Limitation of Liability

Neither party is responsible for indirect or consequential damages, including:

- Lost profits
  - Lost data
  - Business interruptions
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## **9. Confidentiality**

The Company and its personnel must keep all Customer and client information confidential and not share it with third parties.

Confidential information includes business, technical, and proprietary data, but does not include information that is publicly available.

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## **10. Entire Agreement & Severability**

This Agreement replaces all prior agreements. Any changes must be made in writing and signed by both parties.

If one provision is invalid, the rest of the Agreement remains enforceable.

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## **11. Governing Law**

This Agreement is governed by the laws of the State of Pennsylvania.

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## **12. Headings**

Section titles are for convenience only and do not affect interpretation.

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## **13. Force Majeure**

The Company is not responsible for delays caused by events beyond its control, including:

- Natural disasters
- Labor disputes
- Government actions
- Supply shortages

- Pandemics
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## **14. Legal Compliance**

Both parties will follow all applicable laws and regulations.

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## **15. Counterparts**

This Agreement may be signed in multiple copies, all of which together form one agreement.

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## **16. Indemnification**

The Company agrees to defend and hold harmless the Client and its affiliates from any claims, damages, or expenses (including legal fees) caused by:

- The Company's actions
  - Errors or negligence
  - Actions of employees or subcontractors
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## **17. Client Requirements**

The Company will follow all applicable laws and any client-specific contract requirements (as outlined in Addendum A) but is only responsible for hardware installation—not software or additional services unless specified.

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## **18. Background Checks**

The Company will ensure that all personnel working on customer premises:

- Have passed background checks
  - Have no felony convictions
  - Are not registered sex offenders
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## **Execution**

This Agreement becomes fully effective once the quote is accepted.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the date last written below.

\_\_\_\_\_  
Director of Operations  
Delta Installs LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
Client Date: \_\_\_\_\_