



Terms and Conditions for Entourage Consulting Services with Installation

By engaging Entourage Partners' services, the Client acknowledges and agrees to these Terms and Conditions.

- 1. Scope of Services:** Entourage Partners, LLC. ("Consultant") shall provide the client ("Client") with installation services as described in the accompanying quote. The Consultant may engage subcontractors to perform these installation services ("Subcontractor"). The Client agrees to cooperate with the Consultant and Subcontractor to ensure the successful completion of the services.
- 2. Payment Terms:** The Client agrees to pay the Consultant the fees outlined in the quote. If stated in writing, an initial deposit may be due upon acceptance of the quote, with the balance due upon completion of the installation services. All payments must be made in accordance with the payment schedule outlined in the quote. Late payments may result in additional fees or suspension of services.
- 3. Subcontractor Management:** The Consultant is responsible for selecting, managing, and supervising the Subcontractor. The Consultant shall ensure that the Subcontractor is appropriately licensed, insured, and qualified to perform the installation services. The Consultant shall be responsible for the Subcontractor's compliance with all applicable laws, regulations, and industry standards.
- 4. Change Orders:** Any changes to the scope of services or additional services requested by the Client must be submitted in writing and are subject to the Consultant's approval. Additional fees and/or an extension of the project timeline may apply for any change orders or additional services.
- 5. Warranties:** The Consultant warrants that the installation services will be performed in a professional and workmanlike manner, in accordance with industry standards. The Subcontractor may provide additional warranties for materials and workmanship, which will be passed through to the Client. The Client's sole remedy for any breach of warranty shall be the correction of any deficient work or, at the Consultant's discretion, a refund of the fees paid for the installation services.
- 6. Limitation of Liability:** The Consultant's total liability to the Client for any claims arising out of or related to the installation services shall be limited to the total fees paid by the Client for the installation services. In no event shall the Consultant be liable for any indirect, incidental, consequential, special, or punitive damages, including, but not limited to, loss of profits or revenue, even if the Consultant has been advised of the possibility of such damages.
- 7. Indemnification:** The Client agrees to indemnify and hold harmless the Consultant and its Subcontractor from any claims, liabilities, damages, or expenses, including reasonable attorneys' fees, arising out of or related to the installation services, except to the extent caused by the Consultant's or Subcontractor's negligence or willful misconduct.
- 8. Termination:** Either party may terminate this agreement upon written notice if the other party breaches any material term or condition and fails to cure such breach within 30 days after receipt of written notice of the breach. In the event of termination, the Client shall pay the Consultant for all services performed up to the date of termination, as well as any costs incurred by the Consultant as a result of the termination.
- 9. Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws or principles.
- 10. Entire Agreement:** These terms and conditions, along with the accompanying quote, represent the entire agreement between the parties and supersede any prior oral or written agreements, understandings, or representations. Any modifications to these terms and conditions must be in writing and signed by both parties.