



8056 Indian Village Heights • Fountain, CO 80817 • 719.964-1691

► Guitar Customization Services Agreement

Contract No. _____

THIS AGREEMENT (Agreement) SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH THE SERVICES DESCRIBED HEREIN WILL BE PERFORMED. PLEASE READ IT CAREFULLY.

If you have any questions about these terms and conditions or the services to be performed hereunder, DO NOT SIGN this document, unless and until you have satisfied yourself as to all matters.

Customer Name & Address (**Customer** or **You** [in its applicable variants]):

_____	Today's Date: _____
_____	Phone: _____
_____	Alt. Phone: _____
_____	eMail: _____

Guitar Make & Model: _____ Approx. Guitar Age: _____

(Guitar or Equipment)

The above-named Customer and NO SHADOWS OPTICS, LLC (NSO) hereby agree as follows:

1. **Services.** Under and subject to the terms and conditions set forth in this Agreement, NSO agrees to customize the above-identified Guitar as follows (**Services**):

Installation: Fiber Optics Custom – NSO Proprietary Illumination [Attach photo, sketch or other design instruction.]

Other/Additional Services (Describe):

2. **Price and Payment.** You agree to pay to NSO the sum of **US\$** _____ for the NSO Equipment customization Services performed hereunder (including the materials used and installed), as follows:

US\$ _____ Due on delivery of the Equipment to NSO, with the balance of

US\$ _____ Due upon notice from NSO that the Services have been completed.

3. **Estimated Completion Date.** The estimated date for completion of Services is: _____ (**ECD**). The actual date upon which Services are completed may vary, depending upon the availability of labor or materials, unforeseen circumstances, events of *force majeure* or other factors. You understand and agree that the ECD represents NSO's best, good faith estimate as of the Effective Date (as defined hereinafter) of when it expects the Services will be completed. It is an estimate only. In no event shall NSO be liable for any delay or delinquency to the ECD.

4. **Risk of Loss or Damage in Transit.** You understand and agree that you bear all risk of loss or damage to the Equipment in transit, whether from inadequate packaging or otherwise, both to and from NSO's facility. Accordingly, upon receipt of NSO's notice of completion of Services, it is your responsibility to arrange for prompt pick-up or reshipment of your Guitar. NSO highly recommends the purchase of suitable freight and/or related transit insurance for all shipments. In the event of loss or damage, it is your responsibility to deal with the carrier and insurer regarding your claim.

5. **Warranty.** The Services provided hereunder (including the materials used and installed) are warranted against defects in materials and workmanship in accordance with the terms and conditions of NSO's applicable, standard Limited Services Warranty (**Warranty**). You acknowledge that you have received and read a copy of the Warranty, that you agree to its terms, conditions and procedures, and that such Warranty is hereby incorporated fully into this Agreement by this reference, whether or not the same is attached hereto at signature.

6. **LIMITATIONS & EXCLUSIONS OF DAMAGES, REMEDIES AND LIABILITIES.** You understand that although NSO takes great care and pride in its work and in the Services it performs, the nature of customization work, the unique features and characteristics of each instrument, the general inability in nearly all cases to specify with precision the detailed designs desired when they are applied to the actual Equipment, people's differing perceptions with respect to detailed designs and color shades, and other factors can all operate to produce inconsistent or even unpredictable results, as viewed through the eyes of each beholder. Accordingly, although NSO will in all cases, at minimum, apply reasonable commercial efforts, skill and craftsmanship to achieve Customer's desired results, you understand and agree that:

NSO MAKES NO WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, THAT THE SERVICES PERFORMED BY IT ARE OR WILL BE FIT OR SUFFICIENT FOR ANY PARTICULAR PURPOSES OF CUSTOMER, KNOWN BY NSO OR UNKNOWN, OR THAT SUCH SERVICES WILL BE MERCHANTABILITY OR FREE OF INFRINGEMENT OR ERROR, AND CUSTOMER AGREES THAT NO SUCH WARRANTIES SHALL BE IMPLIED.

NEITHER CUSTOMER NOR NSO SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, COLLATERAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING ANY LOSS OF USE OR LOSS OF REVENUES OR PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR ITS BREACH, OR OUT OF THE SERVICES OR FAILURE OF ANY SERVICES. IN NO EVENT SHALL NSO'S LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR DAMAGES ON ACCOUNT OF ANY MATTER OR THING WHATSOEVER, WHETHER BY CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) AND HOWSOEVER ARISING, EXCEED, IN THE AGGREGATE OF ALL SUCH DAMAGES, THE FEES ACTUALLY PAID BY CUSTOMER TO NSO HEREUNDER IN RESPECT OF THE SERVICES RENDERED. THE REMEDIES CONTAINED HEREIN CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF THE PARTIES UNDER OR IN CONNECTION WITH THIS AGREEMENT.

Some states do not allow the limitation or exclusion of incidental or consequential damages in consumer sales, so these limitations and exclusions may not apply to you or may apply to you in limited extent.

7. **Ownership of Equipment.** Customer represents and warrants that he/she/it is the owner of the Equipment or is otherwise duly authorized to enter into this Agreement and to authorize the Services performed or to be performed hereunder in accordance with these terms. Customer understands that its failure to timely respond to NSO's notice of completion of Services may result in abandonment and forfeiture of the Equipment to NSO's disposition, or that NSO may have or acquire lien rights in the Equipment for any unpaid amounts due hereunder, in accordance with applicable law.

8. **No Reverse Engineering; Warnings & Notices; Agreement on Transfer.** Customer acknowledges and agrees that NSO's Custom (non-Fiber Optics) Installation Services make use of technologies, processes and methods that are proprietary to NSO. Accordingly, Customer agrees not to (nor to permit, allow, aid or abet others in any) attempt to duplicate or reverse engineer such technologies, processes or methods for its or their own commercial benefit or the commercial benefit of any third parties whatsoever. Further, Customer acknowledges receipt of NSO's Warnings, Notices, General Care and Use Information document (**Notices Document**). Customer agrees to provide to any transferee of possession or ownership of the Equipment a copy of the Notices Document, as well inform said transferee of the contents of this Section 5. Additional copies of the Notices Document and the requirements of this Section 5 can be obtained by contacting NSO.

9. **Headings; No Draftsperson.** The section headings used in this Agreement are for the ease and convenience of reference of the parties and shall not be used in the interpretation or construction of this Agreement or any of its provisions. The language of this Agreement shall be construed according to its fair meaning and no party shall be considered or deemed to be the draftsperson hereof.

10. **Choice of Law, Venue & Related Matters.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Colorado, without regard to its conflicts of law principles. All actions or proceedings relating to this Agreement shall be exclusively maintained in a court located in El Paso County, State of Colorado, and the parties hereto consent to the exclusive jurisdiction of said court and waive any objection to such venue. The prevailing party in any such action or proceeding shall be entitled to costs, reasonable attorneys' fees and expenses.

This Agreement sets forth the entire agreement and understanding of the parties concerning the subject matter hereof and supersedes all prior and contemporaneous communications between them, written and oral, and is intended to be a complete and exclusive statement of the terms of the agreement between them. Each party acknowledges that in making and entering into this Agreement it has not relied upon any representation whatsoever of the other party which is not contained in this Agreement. This Agreement may be modified only by an instrument in writing signed by authorized representatives of both parties, except that a waiver made by a party need only be signed by the party making such waiver.

Customer and NSO have caused this Agreement to be executed on the date(s) below noted, and the date of signature by NSO shall be the date upon which this Agreement shall become effective (**Effective Date**):

Customer

NO SHADOWS OPTICS, LLC

(Signature) Date: _____

(Signature) Date: _____