

# Services Engagement Agreement

THIS ENGAGEMENT AGREEMENT, is made and entered into as of May 5, 2024 ("the effective date") between QUEST ACOUSTICAL INTERIORS (hereinafter referred to as "QAI") with it's principal place of business at 43 Metcalf Dr, Belleville IL and, (hereinafter referred to as "Client") whose billing address is:

Contact Phone:

Contact Email:

Site Location:

Project:

The Client engages QAI to provide the below listed goods and/or services to the described property and site location within the "Scope of Work" as follows:

## SCOPE OF WORK

Project requirements and specific deliverables are detailed in a separate QAI quote the Client has approved here by entering the quote number and date. The quote is considered Appendix A and is part of this agreement. Upon execution of this agreement an invoice detailing the agreed scope of work and deposit amount will be presented to the Client. Scheduling and production of the project will not commence until the invoice is paid. Production time slots are scheduled on a first come first served basis therefore QAI cannot be held responsible if a slot is filled prior to receipt of payment and the project is moved into a later time slot.

Appendix A: QAI Estimate Number: dated

If upon review by QAI the Estimate number or date is not present, mistyped or is in error due to other circumstances this agreement is still in force and the Client's approval will be demonstrated by payment of the resulting invoice based on the true quote. In all cases, the paid invoice will be considered the Client's approval for the scope of work.

Additional services requested by the Client will be billed separately according to the terms detailed later in this agreement.

## SERVICES DESCRIPTION:

Concept Design:

QAI will provide one drawing set depicting the project concept and, if required, one drawing set depicting the client's requested changes to the first drawing set to the Client. Subsequent revisions are not factored into the usual man hour allocation for a typical project unless specifically noted in the Scope of Work and may require additional cost.

If the Client desires to choose Audio\Video equipment or special interior or construction products or materials, a detailed list of these products is due prior to concept development as they may greatly affect the design requirements. Once the Concept Design drawing is provided, any changes to Audio\Video equipment or special interior or construction products or materials may require additional cost.

Upon approval of the Concept Design by the Client, any change requests are not factored into the usual man hour allocation for a typical project unless specifically noted in the Scope of Work and may require additional cost.

Final Design:

QAI will provide Client with one PDF Arch Size C set of the following CAD generated documents (additional hardcopy, and or, Arch Size D or larger sets of documents may be requested by Client for an additional charge



to be named by QAI upon request). Client requested revisions after acceptance require a change order and will be provided at the hourly rate of \$150.00 (USD). An invoice of the estimated hours to complete the new final drawing set will be provided prior to commencement of any revision.

**“Custom” Design Package**

QAI will design a Home Theater, Media Space, or Listening room with requested theme for the above referenced Client’s property based upon measurement and descriptions provided to QAI by the Client. Upon agreement by Client and QAI of the Concept Design, QAI will provide Client with one PDF Arch Size C set of the following CAD generated documents (additional hardcopy, and or, Arch Size D or larger sets of documents may be requested by Client for an additional charge to be named by QAI upon request):

These plans may incorporate speaker, screen, projector and component placement. The plans may specify moldings and trim elements (chosen by either Client or QAI at request of Client), include fabric and paint samples if chosen by QAI, which are readily available to contractors. If fabric, paint, moldings and trim elements are subsequently changed by Client prior to or during construction and are not shown in the Final Design, QAI cannot be held liable for any defects resulting in the theater design and build-out. At Client’s request, Client shall provide QAI with a list of preferred equipment and speakers designated by Client for use in the Home Theater. Client shall provide QAI with accurate and detailed measurements of the proposed theater space prior to commencing work. In addition to measurements, it is requested QAI be provided detailed photos of the space, along with appropriate and reasonable documentation of requested photos, of the space showing the existing walls, ceiling, door, plumbing, existing HVAC, stairways, structural support/load bearing walls/flooring and floor areas.

If a design requires demolition, structural changes, or other issues requiring review by an outside engineer, consultant or contractor at the request of the client or if recommended by QAI, the cost of this service is outside of this agreement and will be billed separately or paid directly by the client. Any such engineering expense will be billed at true cost as invoiced by the outside consultant and the invoice will be made available to the Client.

**Project Management Services**

If Project Management Services are included in the Scope of Work or purchased later in relation to this project, QAI will create a project management website page, accessible by the client, to document project execution including a work schedule with milestones as provided by the General Contractor. As needed web-based, telephone, or email discussions will be set-up to consult with all trades and parties relevant to the proper execution of the QAI project design during each phase of construction and trim-out. QAI will monitor quality of duly assigned tasks, but QAI is not responsible for delays, setbacks, and overall project completion dates being reset due to other trades, individuals, equipment or material delays, equipment and material availability, the client, or Acts of God. QAI Project Management is restricted to confirming the quality of work and the proper execution of the approved QAI design which is the basis of this agreement. QAI will alert the client to any shortfalls in quality and recommend courses of action to correct shortfalls which will be the responsibility of the client to correct beyond any influence QAI may be able to exert. QAI will advise on-site contractors of best practices and review quality of work within the limits of photographic evidence and second hand reports. QAI will note construction quality related details via photos, but lacking on-site reviews the ultimate quality of workmanship is not the responsibility of QAI and is beyond our direct control. QAI cannot be held responsible for issues or performance reduction due to installer or client improper installation or calibration nor can it take responsibility for damage or negative consequences which may or may not have been a result of following QAI advice. Any cost of inspection, expert review, or litigation related to perceived shortfalls of QAI design advice and any cost of modification are the responsibility of the Client, as the final decision to implement any design elements is by the Client. QAI is an adviser and takes no role in the final approval of changes. QAI will provide the client with a checklist of inspection items for onsite review to confirm proper installation of relevant items upon project completion. Project Management services are rendered at a rate of \$250 per week with a \$3000 deposit. Additional weeks beyond the 12 weeks provided for in the deposit will be billed weekly. If the project is completed in less time, a pro-rated refund will be provided.

**Construction Phase Consulting**

If hourly Construction Phase Consulting is included in the Scope of Work or purchased later in relation to this



project, QAI will provide via email contact information for appropriate experts on theater construction related issues based upon client request. Follow-on support via telephone communications or email with the client or contractor will be limited to 2 hours, with a minimum time interval count of 15 minutes per contact. Construction consulting will be limited to email or phone discussion of issues directly related to the build-out of QAI designs. Issues regarding electronics, acoustics, or video are not included in this service. Contractor or client deviations from the QAI provided design will require review by QAI and may require additional charges for changes at a rate of \$250/hour. QAI cannot be held responsible for issues or performance reduction due to installer or client improper installation or calibration nor can it take responsibility for damage or negative consequences which may or may not have been a result of following QAI advice. Any cost of inspection, expert review, or litigation related to perceived shortfalls of QAI design advice and any cost of modification are the responsibility of the Client, as the final decision to implement any design elements is by the Client. QAI is an adviser and takes no role in the final approval of changes. Construction is defined as the phase where the build-out of permanent walls, features, lighting, power, furnishings, and all fixtures (not related to audio electronics, control systems, and video components) related to the completion of the room are completed. This service does not include hands-on assistance onsite.

**On-site Visits**

If On-Site Visits are included in the Scope of Work or purchased later in relation to this project, QAI will send the appropriate expert to the project site (listed above). An expert is defined as one of the following personnel; construction expert, system designer, or expert system consultant. An on-site visit consists of a single day at a cost of \$1500/day. Additional days may be purchased at a rate of \$1500/day. Travel expenses will be billed to the client. Follow-on support via telephone communications or email with the client will be limited to 4 hours, with a minimum time interval of 15 minutes per contact. Additional phone/email support time may be purchased for \$250/hour. The On-site Review will be limited to issues directly related to the proper construction, installation and setup of an existing or proposed QAI design or as a site survey to collect information in anticipation of creating a design. QAI cannot be held responsible for issues or performance reduction due to installer or client improper installation or calibration nor can it take responsibility for damage or negative consequences which may or may not have been a result of following QAI advice. Any cost of inspection, expert review, or litigation related to perceived shortfalls of QAI design advice and any cost of modification are the responsibility of the Client, as the final decision to implement any design elements is by the Client. QAI is an adviser and takes no role in the final approval of changes. An On-site Review is defined as providing advice on general issues regarding the construction, component installation, and trim out of a theater; in addition for mid project visits, the QuestAI expert will review the system in it's current state for compliance with QAI's proper construction and installation practices and adherence to the QAI design created for the above listed project. This service does not include support for control system programming, calibration, equipment selection, or structural construction issues. QAI is not a construction engineering firm; advice on building codes, HVAC (beyond load requirements and venting), structural issues, electrical (beyond system load requirements), or plumbing should be directed to a suitably qualified contractor.

- End of Services Description section -

**General Terms and Conditions**

Client agrees that for all required Professional Services & Consulting outside of the Scope of Work at QAI's then published rates provided however the Client is advised in advance and in writing that such services are to be performed and an estimate of such fees shall be provided in advance and Client accepts such additional services. Client agrees to reimburse QAI for all approved out of pocket expenses for any travel and transportation expenses incurred by QAI on behalf of the Client, provided Client has approved all such expenses in advance and in writing or email. QAI hereby agrees to use all reasonable efforts in the discharge of the services provided hereunder and all reasonable efforts to adhere to the schedules established for the project. All work product produced, designed or authored by QAI shall remain the property of QAI and all rights shall remain with QAI. The Client shall have the right to utilize the plates, prints and/or designs for their intended purpose and shall not copy, photograph or video, sell, or otherwise transfer the plates, prints and/or designs to others without the express written permission of QAI. Client acknowledges the work product provided will contain the intellectual property and trade secrets of QAI and use of the ideas, concepts, designs, processes or work product, in whole or in part, for any purpose other than for the original intended purpose by the original Client, within the original intended property is a violation of this agreement and all parties involved in any such unauthorized use or distribution of such plans, ideas, concepts and/or work product, will be liable for any and all actual punitive damages to QAI. Client agrees to pay as liquidated



damages for each incident of Client’s unauthorized use or reproduction of the design or work product as provided hereunder and any subsequent unauthorized use of reproduction of the design or work product by others resulting from Client’s actions the amount of Five Thousand U.S. Dollars (\$5,000.00) per incident. The parties hereto agree communication, authorizations and/or notices, which are, or become a part, of this agreement may be in the form of facsimile, electronic mail, U.S. Mail, or Federal Express.

**Sound Isolation Disclaimer**

100% soundproof is not possible. QAI cannot guarantee typical or lab tested acoustic results for recommended building products. Performance of a sound isolation products and designs in the field, coinciding with unpredictable customer-specific issues, may not have the same acoustic result as product performance in a laboratory. Unpredictable customer-specific issues include but are not limited to building construction, existing wall, ceiling or floor construction, uncontrolled noise from neighboring units, uncontrolled noise from outside, improper installation, or improper use of sound isolation products. QAI does not guarantee product test results performed under laboratory conditions will yield the same result under field conditions. These tests include Sound Transmission Class, Impact Insulation Class and Noise Reduction Coefficient.

**Errors and Omissions:**

The Client shall provide prompt written notice to QAI and the designer if the Client becomes aware of any fault or defect in the design project, including errors, omissions or inconsistencies in the design, and will provide a reasonable opportunity for QAI or designer to correct any error, omission or inconsistency at no cost to the Client. QAI and designer shall not have control over or charge of, and shall not be responsible for, acts of errors or omissions of the Contractor or of any other persons or entities performing portions of the work.

**Payment Terms**

Design deposits are payable 100% in advance at time of agreement execution. Client must complete deposit payment in order for QAI to schedule production. Any additional change fee or manhour overage costs above the allotted manhours in the Scope of Work are due prior to completion and transfer of designs to client. The Client agrees that the deposit amount and associated manhour allocation is a good faith estimate of the total project cost. At various milestones during production, the estimate will be reviewed by QAI. At the 50% and 80% of manhours consumed points, if the production manhours projection for completion by QAI exceeds the manhour allocation defined in the Scope of Work, the client will be alerted. The Client will be invoiced for any manhour overage at \$150 per hour prior to Final Design delivery. Client will be responsible for all legal and collection fees required for QAI to retain final payment.

Restart Fee: If the Client fails to respond for a period of 3 months or more, a Restart Fee will be assessed at the time of the resumption request based on the level of effort to reengage designers in the project, and may also include charges for revising the Client's preferences, equipment selections, or other changes.

Hourly professional service fees are due and payable upon invoice for services. Professional service fees shall be invoiced weekly. Installation fees, are payable 50% upon scheduling, 25% ten days prior to installation, and the balance upon completion of the installation based upon our best estimate for the services to be rendered or as otherwise agreed in advance unless otherwise specified in the proposal. Traveling and lodging expenses will be invoiced and are due upon receipt. Equipment, inventory, cables, lighting fixtures, materials and other purchased items are payable upon invoicing.

**Cancellation Policy**

QAI provides a custom service, and all designs and products are custom recommended and ordered. Once an order has been contractually agreed upon by Client, products and services cannot be cancelled and no refund will be provided.

**Client Responsibilities**

The Client agrees to make required payments according to the terms above.

The Client agrees to respond in a timely manner to the following Decision Requests:

- Provision of requested Dimensions and approval of the final dimensions prior to Concept Design



development.

- Provision of Client preferences for room decor, equipment selection, and any other relevant preferences for the design prior to Concept Development.
- Provision of Client approval for the Concept Design.
- Provision of Client approval for Final Design.

The Client agrees that any changes after Concept Approval constitutes a change order and will potentially increase man hours and result in additional fees.

The Client agrees that they are an integral part of the design process, as such, they will respond promptly via email or the QAI Portal to requests for approvals, specifications, preferences, dimensions, photos, and any relevant information requested by the QAI Production Manager or the Design Team. Failure to respond to such requests within forty eight (48) hours will cause project delays and potentially increased manhours for production. Failure to respond for two (2) or more weeks will cause the project to be suspended and cause rescheduling of the project to the "next available" production time slot. Failure of the Client to communicate for three (3) months or more will cancel QAI's obligations to fulfil this agreement, forfeit the Clients deposit, and require a new agreement to be executed with a new deposit to resume production. Such cancelation of QAI's obligations will not cancel the Clients obligations to the terms of this, the original agreement.

Projects where the Client requests a delay on production may require a Restart Fee. If the Client requests a delay on production, the project will be halted and be subject to rescheduling on a "next available" priority when the project is requested to be restarted. Any Client request for a delay must be followed up by an explicit request by the Client to resume the project in order to reschedule it. Any delay of more than three (3) months will require a Restart Fee to be paid to reschedule project production. The Restart Fee will be assessed at the time of the resumption request based on the level of effort to reengage designers in the project, and may also include charges for revising the Client's preferences, equipment selections, or other changes.

The Client will use QuestAI.com email or the QAI Project Portal to send information to the QAI team. Any relevant requests, including changes, approvals, preferences, equipment, and any other information sent unilaterally or in response to a QAI request should follow this protocol.

## Other Terms and Conditions

All product orders by QAI will be made according to Client's special selection and are not subject to cancellation, changes or deferment of shipment by Client. Each shipment made hereunder shall be considered a separate sale. Time and terms of payment are essential hereto and if any default therein be made by Client, or any assignment for the benefit of creditors, or proceedings in insolvency, bankruptcy or for the appointment of a receiver for Client shall at any time be made or instituted, QAI shall have the right to terminate this agreement without notice, or to defer or to discontinue further shipment until past due payments are made and satisfactory assurances of Client's financial responsibility are received by QAI (without prejudice, however, to any rights or claims which QAI may have in-law and/or equity hereunder) and such right shall continue irrespective of any failure on the part of QAI to exercise such right in any particular case. All of the custom products herein listed are warranted as to fitness for use for a period not to exceed 12 months from the date of delivery. Further, any and all service necessary from QAI after delivery and acceptance shall be subject to a minimum service charge during the warranty period. Any travel expenses for warranty service are the responsibility of the client. Title of goods furnished hereunder shall remain with QAI until fully paid for, notwithstanding that they may have been installed or affixed to any building or structure. It is agreed by the Client that in the event it becomes necessary to enforce collection of any amount due hereunder, or to repossession by way of replevin or otherwise, that the Client shall be responsible for all costs of such proceedings, including but not limited to fair and reasonable attorney's fees which, for the purpose of this agreement, the contracting parties agree to twenty-five percent (25%) of the recoverable amount as reasonable attorney's fees. This agreement shall be governed by the laws of the State of Illinois, and the parties agree that in the event litigation is necessary to enforce or remedy any of the terms, conditions, details or requirements of this agreement, venue will be in St Clair County, Illinois and that all parties will submit themselves to the jurisdiction of the appropriate court where said litigation is filed. Client agrees that QAI may photograph or video the completed project, or individual products, after a completed installation, to be used by QAI for promotional, referral and advertising purposes and agrees to hold QAI harmless regarding any liability associated with the use thereof. QAI reserves the right to claim "upcharges" should it be mutually agreed by the Client and QAI that the scope, size, shape, function or finish substantially affect the cost of any

product. A determination of same will be made prior to additional mechanical drawings, and the Client, who will not be charged for additional drawings, will have the option of proceeding with the new and repriced product or with the prior contracted item. Any “non-manufactured” products that go into a finished QAI product, i.e.: audio-visual equipment, appliances, accessories, fixtures, lighting, etc., shall carry the appropriate manufacturer’s stated warranty. QAI will assign unto the Client all such warranties. Furnishings referenced under this agreement shall carry a warranty for use and fitness for a period of twelve (12) months from the date of delivery and installation. “QAI” shall not be responsible for proper functioning, operational condition, change or suitability, to intended purpose for any Client Owned Equipment (COE) including equipment or merchandise purchased or acquired by Client from others. QAI will provide hard copies of Arch Size C drawings at the Client’s request at an additional charge of \$150.00 (USD) per set. Personnel duty hours (work and travel) shall not exceed 12 hours in any 24 consecutive hours with no more than 60 duty hours in any seven consecutive days. All travel time will be billed at 50% of published hourly rate. Senior Staff and Executives will travel business class at any time total time en-route exceeds four (4) hours. Lodging will be invoiced at cost. U.S. Government per-diem rates will be charged for meals. Mileage expenses for travel by car or truck will be based upon the current IRS rates for reimbursement. Unless specified, bids and quotations do not include costs for travel and transportation.

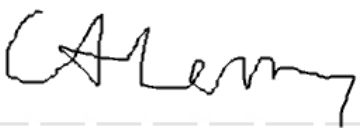
The terms and conditions listed hereon constitute a binding agreement and Client acknowledges that Client read the terms and conditions and agrees to be bound by them. The agreement documents include this contract, an inventory, specifications and various plans and details as pertinent. Client will reimburse QAI for all reasonable travel and transportation expenses. Payments for travel and transportation expenses shall be due upon presentation of invoice. Under no circumstances shall QAI’s liability under this contract exceed the amount of the professional fess paid hereunder. QAI is not responsible for delays in shipping delivery, replacement of damaged products, changes in specifications, discrepancies between as designed and as built, nor delays caused by outside contractors. Client understands such delays may require rescheduling of installation services and additional fees.

This Engagement Agreement constitutes the entire agreement between the parties hereto. No prior oral or written agreements shall have any force or effect between the parties hereto. Any modifications or amendments to this Agreement shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have here unto set their hands via legal digital signature on the day and year set above.

X

X



Signed By Gerald Lemay  
Signed On: October 10, 2023

# Signature Certificate

Document name: Services Engagement Agreement

🔒 Unique Document ID: B8BD57B94D583E72B7B2D2E641E0862E1A3CBA58



**Timestamp**

March 10, 2022 7:54 am CDT

**Audit**

Services Engagement Agreement Uploaded by Gerald Lemay - lemay@questai.com IP 75.132.131.85



This audit trail report provides a detailed record of the online activity and events recorded for this contract.